

EXHIBIT H-2

Deloney Deposition Transcript

In The Matter Of:
*U.S. Bank, National Association vs.
Southern Highlands Community, et al.*

*30(b)(6) U.S. Bank & Bank of America, N.A. - Diane Deloney
June 15, 2016*



Min-U-Script® with Word Index

30(b)(6) U.S. Bank & Bank of America, N.A. - Diane Deloney - June 15, 2016
U.S. Bank, National Association vs. Southern Highlands Community, et al.

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24	Taken on Wednesday, June 15, 2016	24	
25	At 9:05 a.m.	25	
	At 7625 Dean Martin Drive, Suite 110		
	Las Vegas, Nevada		
	REPORTED BY: JEAN DAHLBERG, RPR, CCR NO. 759, CSR 11715		

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2	For BANK OF AMERICA, N.A., and U.S. BANK, N.A.:	2	EXHIBIT DESCRIPTION PAGE
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4	BY: MELANIE MORGAN, ESQ.	4	Exhibit 9 Notice of Default/Election to Sell Under Deed of Trust, Bates stamped SFR41 through SFR42 (2 pages) 48
5	1160 Town Center Drive, Suite 330	5	
6	Las Vegas, Nevada 89144	6	Exhibit 10 Rescission of Election to Declare Default Nevada, Bates stamped USBANK000158 through USBANK000159 (2 pages) 50
7	(702) 634-5000	7	
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9	melanie.morgan@akerman.com	9	
10	For the SFR INVESTMENTS POOL I, LLC:	10	Exhibit 12 Notice of Default and Election to Sell Under Homeowners Association Lien, Bates stamped SFR46 (1 page) 52
11	KIM GILBERT EBRON	11	
12	BY: DIANA S. CLINE EBRON, ESQ.	12	Exhibit 13 Notice of Trustee's Sale, Bates stamped SFR47 (1 page) 52
13	7625 Dean Martin Drive, Suite 110	13	Exhibit 14 Corporation Assignment of Deed of Trust Nevada, Bates stamped SFR48 (1 page) 54
14	Las Vegas, Nevada 89139	14	
15	(702) 485-3300	15	Exhibit 15 Corporation Assignment of Deed of Trust Nevada, Bates stamped SFR49 (1 page) 58
16	(702) 485-3301	16	
17	diana@kgelegal.com	17	Exhibit 16 Notice of Trustee's Sale, Bates stamped SFR50 (1 page) 60
18	For SOUTHERN HIGHLANDS COMMUNITY ASSOCIATION:	18	Exhibit 17 Notice of Trustee's Sale and Election to Sell Under Homeowners Association Lien, including other documents, Bates stamped USBANK0003401 through USBANK000350 (11 pages) 61
19	ALVERSON, TAYLOR, MORTENSEN & SANDERS	19	
20	BY: DAVID J. ROTHENBERG, ESQ.	20	
21	7401 West Charleston Boulevard	21	
22	Las Vegas, Nevada 89117	22	
23	(702) 384-7000	23	
24	(702) 385-7000 (Facsimile)	24	
25	drothenberg@alversontaylor.com	25	
	Also Present:		
	Keith Kovalic		

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5		to Bank of America, dated
6		October 29, 2012, Bates stamped
7		USBANK000393 (1 page)
8	Exhibit 19	Corporation Assignment of Deed of 74
9		Trust Nevada, Bates stamped SFR55
10		(1 page)
11	Exhibit 20	Trustee's Deed Upon Sale, Bates 76
12		stamped SFR51 through SFR52 (2 pages)
13	Exhibit 21	Quitclaim Deed, Bates stamped 80
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16	Exhibit 22	Full Reconveyance, Bates stamped 81
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18	Exhibit 23	Rescission of Full Reconveyance, 83
19		Bates stamped SFR57 through SFR59
20		(3 pages)
21	Exhibit 24	Transferring of Servicing 88
22		Responsibility from Bank of America
23		to Nationstar Mortgage, Bates
24		stamped USBANK000382 through
25		USBANK000390 (9 pages)

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1	LAS VEGAS, NEVADA; WEDNESDAY, JUNE 15, 2016
2	9:05 A.M.
3	-oOo-
4	Whereupon --
5	(In an off-the-record discussion held prior to
6	the commencement of the proceedings, counsel agreed to
7	waive the court reporter's requirements under Nevada
8	Rules of Civil Procedure, Rule 30(b)(4), or Federal
9	Rules of Civil Procedure, Rule 30(b)(5), as applicable.)
10	
11	DIANE DELONEY,
12	having been first duly sworn to testify to the truth,
13	the whole truth, and nothing but the truth, was examined
14	and testified as follows:
15	EXAMINATION
16	BY MS. EBRON:
17	Q. Good morning. I'm Diana Cline Ebron, and I
18	represent SFR Investments Pool I, LLC in this matter.
19	Can you please state your name for the record.
20	A. Yes. It's Diane Deloney.
21	Q. Are you employed?
22	A. Yes.
23	Q. Who is your employer?
24	A. Bank of America.
25	Q. Is that Bank of America, N.A.?

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1	A. Yes.
2	Q. And what's your office address?
3	A. 16001 North Dallas Parkway, Addison, Texas
4	75001.
5	Q. How long have you been employed with Bank of
6	America?
7	A. For Bank of America, approximately eight years.
8	Q. Do you know your start date?
9	A. I started at the time of the Bank of
10	America/Countrywide merger, so sometime in '08 or '09.
11	Q. Did you work for Countrywide before Bank of
12	America?
13	A. I did.
14	Q. When did you start working for Countrywide?
15	A. In October 1994.
16	MS. EBRON: Off the record.
17	(Discussion held off the record.)
18	BY MS. EBRON:
19	Q. What positions did you hold at Countrywide?
20	A. At Countrywide I held various positions within
21	the foreclosure department: Specialist, management
22	roles. I also handled or had a litigation-associate
23	role, as well, for a couple of years.
24	Q. Anything else?
25	A. No.

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1	Q. Before we get too much further, have you had
2	your deposition taken before?
3	A. Yes.
4	Q. Approximately how many times?
5	A. I would have to estimate probably close to 100
6	times.
7	Q. So you're familiar with the ground rules of a
8	deposition?
9	A. Yes.
10	Q. And you understand that the testimony that
11	you're giving today is under oath and it has the same
12	force and effect as if you were testifying in court?
13	A. Yes.
14	Q. And it has the same penalty for perjury?
15	A. Yes.
16	Q. Have you also testified at trials?
17	A. Yes.
18	Q. About how many?
19	A. You know, 75 to 100 trials, probably. Maybe not
20	quite as many as depositions.
21	Q. When you testified at deposition, has it been in
22	certain geographical areas, or has it been all over the
23	country?
24	A. All over the country.
25	Q. Have you testified in any depositions in Nevada

Page 9	Page 11
<p>1 before?</p> <p>2 A. I don't believe so.</p> <p>3 Q. Were those depositions -- approximately 100</p> <p>4 depositions -- were those on behalf of Bank of America?</p> <p>5 A. Some were, yes.</p> <p>6 Q. Were the others for Countrywide?</p> <p>7 A. Yes.</p> <p>8 Q. And what was your -- what were your duties as</p> <p>9 specialist in the foreclosure department at Countrywide?</p> <p>10 A. Well, when I first started I was handling a</p> <p>11 portfolio of loans in a presale status, working with</p> <p>12 counsel up and through the foreclosure -- from referral</p> <p>13 to foreclosure sale date.</p> <p>14 Q. Anything else?</p> <p>15 A. No, not that I can think of right now.</p> <p>16 Q. When you were in management at Countrywide, what</p> <p>17 were your duties?</p> <p>18 A. I managed various teams of associates that were</p> <p>19 in a foreclosure-specialist role. So basically managing</p> <p>20 associates in foreclosure presale.</p> <p>21 Q. Anything else?</p> <p>22 A. I also managed associates that were handling</p> <p>23 files in litigation for a couple years.</p> <p>24 Q. Anything else?</p> <p>25 A. That's all I can think of right now.</p>	<p>1 group; I also was a senior operations consultant in our</p> <p>2 advocacy litigation group; and my current role, which is</p> <p>3 consumer resolution associate with our consumer</p> <p>4 resolution associate team.</p> <p>5 Q. Is there a difference between consumer</p> <p>6 resolution associate and a mortgage resolution</p> <p>7 associate?</p> <p>8 A. No. There was a name change not too long ago.</p> <p>9 Q. Did any -- when there was a name change, did any</p> <p>10 functionality change within the department?</p> <p>11 A. No.</p> <p>12 Q. Do you know the time period that you were a unit</p> <p>13 manager for state mediations?</p> <p>14 A. I was unit manager from January 2010 until about</p> <p>15 December 2010.</p> <p>16 Q. And what were your duties?</p> <p>17 A. I managed a team of associates who handled</p> <p>18 our -- what we call our state mediations, the</p> <p>19 foreclosure mediations that were being held across the</p> <p>20 country; basic management duties involved.</p> <p>21 Q. Anything else?</p> <p>22 A. I would appear from time to time on behalf of</p> <p>23 the bank at state mediations.</p> <p>24 Q. Anything else?</p> <p>25 A. Not that I can think of right now.</p>
Page 10	Page 12
<p>1 Q. You also mentioned that you were a litigation</p> <p>2 associate; is that correct?</p> <p>3 A. Yes.</p> <p>4 Q. And what was your role as a litigation</p> <p>5 associate?</p> <p>6 A. I was handling a portfolio of contested</p> <p>7 foreclosures at that time. I would work with counsel</p> <p>8 toward collecting documents, anything on the servicing</p> <p>9 side, which also would include appearing on behalf of</p> <p>10 the bank when needed.</p> <p>11 Q. So when you say "appearing on behalf of the</p> <p>12 bank," does that mean appearing at deposition, in court,</p> <p>13 or like settlement conferences?</p> <p>14 A. All of the above.</p> <p>15 Q. Were you ever a vice president at Countrywide?</p> <p>16 A. No.</p> <p>17 Q. Were you ever any type of officer?</p> <p>18 A. I -- yes. Currently I'm an assistant vice</p> <p>19 president.</p> <p>20 Q. And what about when you were at Countrywide?</p> <p>21 Were you an assistant vice president?</p> <p>22 A. I don't recall.</p> <p>23 Q. What positions have you held at Bank of America</p> <p>24 since Countrywide and Bank of America merged?</p> <p>25 A. I was a unit manager in our state mediation</p>	<p>1 Q. Did you ever work on any mediations, or files</p> <p>2 that were in mediations, in Nevada?</p> <p>3 A. Not that I recall.</p> <p>4 Q. Do you know if your team did?</p> <p>5 A. We had a team in California, and they handled</p> <p>6 the majority of it in Nevada.</p> <p>7 Q. Have you worked at any other Bank of America</p> <p>8 offices besides the one that you're at right now in</p> <p>9 Addison?</p> <p>10 A. Yes.</p> <p>11 Q. Where?</p> <p>12 A. I worked in the Fort Worth office, and I also</p> <p>13 worked in the Plano office.</p> <p>14 Q. What about when you were at Countrywide? What</p> <p>15 offices or what office did you work at?</p> <p>16 A. I was out of the Plano, Texas office.</p> <p>17 Q. Okay. So for the whole time from 1994 to 2008,</p> <p>18 2009, you were in the Plano office?</p> <p>19 A. Yes.</p> <p>20 Q. Are you an officer of MERS?</p> <p>21 A. Yes.</p> <p>22 Q. Do you know when you became an officer of MERS?</p> <p>23 MS. MORGAN: Objection; scope.</p> <p>24 THE WITNESS: I don't remember exactly.</p> <p>25 ///</p>

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<p>1 BY MS. EBRON: 2 Q. Do you know if you were an officer of MERS when 3 you worked for Countrywide? 4 MS. MORGAN: Objection; scope. 5 THE WITNESS: I was not. 6 BY MS. EBRON: 7 Q. What were your duties as a senior operations 8 consultant? 9 A. I would appear on behalf of the bank in 10 depositions, trials, and mediations where the issue was 11 loan modification related, whether it be allegations or 12 the settlement was based on loan modification. 13 Q. Anything else? 14 A. Not that I recall. 15 Q. Do you know the time period that you were a 16 senior operations consultant? 17 A. Yes. 18 Q. When was that? 19 A. That was January 2011 until about June 2012. 20 Q. What are your duties as a consumer resolution 21 associate? 22 A. Today I handle a portfolio of loans that are 23 contested or litigated, I work with counsel toward a 24 resolution. I also appear on behalf of the bank when 25 needed at trials, depositions, and mediations.</p>	<p>1 occurred. It could have been with the senior operations 2 consultant. Again, I don't exactly recall. 3 Q. Were you employed before you worked for 4 Countrywide? 5 A. Yes. 6 Q. Where were you employed? 7 A. I was employed by Lomas Mortgage U.S.A. 8 Q. Can you spell that? 9 A. It's L-o-m-a-s. 10 Q. Where was Lomas Mortgage located? 11 A. They were located in Dallas, Texas. 12 Q. What were the dates of employment for Lomas 13 Mortgage U.S.A.? 14 A. 1988 to 1994. 15 Q. And what positions did you hold at Lomas? 16 A. I held various positions within the foreclosure 17 department. 18 Q. What types of positions? 19 A. Handling, pulling up the claim proceeds, 20 providing bids for foreclosure sales. 21 Q. Anything else? 22 A. That's all I can think of right now. 23 Q. Were you employed before you worked for Lomas? 24 A. Various part-time jobs while going to school. 25 Q. Do you have any other mortgage-related</p>
Page 14	Page 16
<p>1 Q. Anything else? 2 A. Just various duties as they come about 3 throughout the workday. 4 Q. What types of duties might come about during a 5 workday? 6 A. There might be some training involved, 7 collecting documents; you know, whatever it takes to 8 handle a case in litigation. 9 Q. When you say "training," is that you being 10 trained, or are you training other people? 11 A. Both. 12 Q. Do you have any other duties as the consumer 13 resolution associate? 14 A. Not that comes to mind. 15 Q. Did you become the consumer resolution associate 16 right after you were the senior operations consultant? 17 A. Yes. 18 Q. So that would have been from June of 2012 until 19 present? 20 A. Correct. 21 Q. And there was sometime during your time at Bank 22 of America that you became an assistant vice president. 23 Was that when you became a consumer resolution 24 associate? 25 A. I don't remember exactly when the officer title</p>	<p>1 employment? 2 A. No. 3 Q. Where did you go to school? 4 A. What kind of school? 5 Q. Sorry. Did you graduate from high school? 6 A. Yes. 7 Q. When? 8 A. In May 1979. 9 Q. Where? 10 A. In Dallas. 11 Q. Did you attend a college or university? 12 A. Yes. 13 Q. Where? 14 A. I attended Texas Tech University. 15 Q. Any others? 16 A. Yes. 17 Q. Where? 18 A. University of North Texas. 19 Q. Any others? 20 A. There was probably some junior college work in 21 between, various local schools, but I don't remember 22 exactly which ones. 23 Q. Have you earned any degrees? 24 A. Yes. 25 Q. How many?</p>

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1 **A. One.**
2 Q. And what is it?
3 **A. I have a bachelor's of business administration**
4 **in real estate finance.**
5 Q. When did you get your degree?
6 **A. In December 1987.**
7 Q. So after graduating, you've pretty much been in
8 the banking or mortgage industry since?
9 **A. Yes.**
10 Q. How many different loan files do you think
11 you've reviewed in your career?
12 **A. I have no idea.**
13 Q. And would that number be in, like, the hundreds
14 or thousands?
15 **A. I really don't know.**
16 Q. Do you have -- with your current job with Bank
17 of America, do you have certain files that you're
18 assigned to work on from start to finish, or is it
19 appearance-based?
20 **A. I do have files that I work on from start to**
21 **finish that do not involve an appearance.**
22 Q. And then are there some times when you make an
23 appearance, like at a deposition, when you haven't been
24 necessarily working that file throughout the litigation?
25 **A. Yes.**

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1 Q. Have you ever worked on files where Bank of
2 America was hiring counsel to attempt to make a payment
3 to a homeowners association? I understand we're
4 litigating about that issue in some of these cases now,
5 but have you ever been assigned to a file where you were
6 working with outside counsel to try to make a payment
7 before an association foreclosure sale took place?
8 **MS. MORGAN:** Objection; scope.
9 **THE WITNESS:** So to make sure I understand your
10 question, have I ever worked on a file where working
11 with outside counsel to make a payment on an HOA
12 foreclosure sale; is that correct?
13 **BY MS. EBRON:**
14 Q. Yes.
15 **A. You know, I really don't know. I don't recall.**
16 Q. Have you ever been part of a department that
17 would process foreclosure notices received from a
18 homeowners association?
19 **MS. MORGAN:** Objection; scope.
20 **THE WITNESS:** I can't say for sure throughout my
21 years working with foreclosure whether that was -- the
22 HOA was part of that or not.
23 **BY MS. EBRON:**
24 Q. When you say in your "years of working with
25 foreclosure," that's generally when the bank is

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1 foreclosing on a Deed of Trust; correct?
2 **A. Correct.**
3 Q. Would you say that you're pretty familiar with
4 the process of a bank foreclosing on a Deed of Trust?
5 **MS. MORGAN:** Objection; form, scope.
6 **THE WITNESS:** Fairly, yes.
7 **BY MS. EBRON:**
8 Q. I'm going to show you a document that we're
9 going to mark as Exhibit 1.
10 (Exhibit 1 was marked for identification.)
11 **BY MS. EBRON:**
12 Q. Do you recognize this document?
13 **A. I do.**
14 Q. And what is it?
15 **A. A document that's entitled Amended Notice of**
16 **Rule 30(b)(6) Deposition of Bank of America, N.A.**
17 Q. Is this something that you've reviewed prior to
18 your deposition today?
19 **A. Yes.**
20 Q. And are you the person that Bank of America,
21 N.A. has designated to testify on its behalf on these
22 topics?
23 **A. Yes.**
24 Q. I'm going to go ahead and show you another
25 deposition notice that we'll mark as Exhibit 2.

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1 (Exhibit 2 was marked for identification.)
2 **BY MS. EBRON:**
3 Q. Do you recognize this document?
4 **A. I do.**
5 Q. What is it?
6 **A. This is the Second Amended Notice of**
7 **Rule 30(b)(6) Deposition of U.S. Bank, N.A.**
8 Q. And did you have a chance to review the topics
9 that are in this notice?
10 **A. I did.**
11 Q. It's my understanding that you have been
12 designated by U.S. Bank, N.A. to testify on its behalf
13 for certain topics in this notice; is that correct?
14 **A. Yes.**
15 **MS. EBRON:** And, Counsel, did you want to just
16 go over --
17 **MS. MORGAN:** Sure. We designated Ms. Deloney
18 for Topics 1, 2, 4 -- to be split with a Nationstar
19 30(b)(6) -- 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17,
20 18, 19, and 20. And the remaining topics will be a
21 Nationstar deponent.
22 **BY MS. EBRON:**
23 Q. Okay. Going back to the first deposition
24 notice, on Page 2 there are some definitions, and these
25 definitions should be the same in Exhibit 2 as well.

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1 The first one refers to the property as the real
2 property located at 10702 La Crescenta Court, Las Vegas,
3 Nevada 89141. Parcel No. 176-36-619-021. Whenever I
4 refer to the property today, I'm going to be referring
5 to the property La Crescenta. Is that okay?
6 **A. Yes.**
7 Q. Also, it defines the homeowners association as
8 Southern Highlands Homeowners Association. So whenever
9 I refer to the association, unless otherwise specified,
10 I'm going to be referring to the Southern Highlands
11 Homeowners Association. Actually, it should be Southern
12 Highlands Community Association.
13 So with that correction, anytime I refer to the
14 association, I will be referring to the Southern
15 Highlands Community Association. Okay?
16 **A. Okay.**
17 Q. We will be talking about an association
18 foreclosure sale that took place on September 5th, 2012,
19 by Alessi & Koenig, LLC on behalf of the association.
20 So whenever I ask for any information about the
21 association foreclosure sale or something that happened
22 before the association foreclosure sale, I'll be looking
23 to that date of September 5th, 2012. Okay?
24 **A. Okay.**
25 Q. I also might refer to Alessi & Koenig as Alessi,

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1 if that's all right?
2 **A. Sure.**
3 Q. Okay. I'm going to show you a document that we
4 will mark as Exhibit 3.
5 (Exhibit 3 was marked for identification and
6 will be sealed as "Confidential.")
7 **BY MS. EBRON:**
8 Q. Do you recognize this document?
9 **A. I do.**
10 Q. What is it?
11 **A. This is a copy of a Note.**
12 Q. Is this something that you reviewed in
13 preparation for your deposition?
14 **A. I did.**
15 Q. And does this Note relate to the property on
16 La Crescenta?
17 **A. Yes.**
18 Q. Who is the borrower for this Note?
19 **A. The borrower is Jacqueline R. Hagerman.**
20 Q. And who is the lender?
21 **A. The lender is Countrywide Home Loans, Inc.**
22 Q. Do you know when this Note was executed?
23 **A. Yes.**
24 Q. When?
25 **A. Well, it's dated March 12, 2007.**

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1 Q. Have you seen the original wet-ink signature
2 Note before?
3 **A. No.**
4 Q. I'm going to show you a document that we will
5 mark as Exhibit 4.
6 (Exhibit 4 was marked for identification.)
7 **BY MS. EBRON:**
8 Q. I think there may be an extra page at the back,
9 so you can just remove that. It should be SFR9 through
10 SFR28, and I think I accidentally attached that as
11 SFR39. So if you could just remove that.
12 And, Counsel, I originally printed copies of the
13 ones disclosed by U.S. Bank, but for some reason the
14 page, like, started halfway down. So it cut some things
15 off.
16 **MS. MORGAN:** Okay. So if it affects your
17 answers today to the questions, just let us know;
18 otherwise we'll just move forward.
19 **THE WITNESS:** Okay.
20 **BY MS. EBRON:**
21 Q. Do you recognize this document?
22 **A. I do.**
23 Q. What is that?
24 **A. This is a copy of the Deed of Trust, along with**
25 **a copy of the Planned Urban Development Rider attached**

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1 **to the Deed of Trust for the property in question.**
2 Q. Is this something that you reviewed in
3 preparation for your deposition?
4 **A. I did.**
5 Q. And does this Deed of Trust relate to the Note
6 that we marked as Exhibit 3?
7 **A. Yes.**
8 Q. So is this Deed of Trust dated or executed at
9 the same time as the Note?
10 **MS. MORGAN:** Objection; the documents speak for
11 themselves.
12 **THE WITNESS:** It is -- or it was executed around
13 the same time, yes.
14 **BY MS. EBRON:**
15 Q. Was this Deed of Trust and the Promissory Note
16 stored in Bank of America's business records?
17 **A. Yes.**
18 Q. And where did you look to find them?
19 **A. I looked in our imaging system.**
20 Q. When you pulled up -- or how did you pull up the
21 Note and the Deed of Trust in your imaging system?
22 **A. I went to our imaging system and entered the**
23 **loan number assigned to this particular loan and found**
24 **it by those means.**
25 Q. When you entered the loan number into the

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1 imaging system, about how many documents were returned
2 from that search?
3 **MS. MORGAN:** Objection; scope.
4 **THE WITNESS:** I'd have to estimate probably --
5 well, I'd just be guessing. A 100, maybe.
6 **MS. MORGAN:** Yeah, I don't want you to guess,
7 but you can give your best estimate, if you're able.
8 **THE WITNESS:** That's just an estimate.
9 **BY MS. EBRON:**
10 Q. Fair enough. What other types of documents did
11 you review in preparation for your deposition?
12 **A. I reviewed -- excuse me -- our servicing notes,**
13 **and I reviewed some of the other documents that were**
14 **produced.**
15 Q. What do you mean "other documents that were
16 produced"?
17 **A. That were produced by the bank.**
18 Q. In this litigation?
19 **A. Yes.**
20 Q. Were there any documents that you reviewed that
21 were not part of Bank of America's business records?
22 **A. Not that I recall.**
23 Q. Going back, well let's -- sorry, strike that.
24 You said you reviewed the servicing notes; is
25 that correct?

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1 **A. Yes.**
2 Q. Where are the servicing notes located for this
3 file? Are they also in the imaging system?
4 **A. No. They'd be in a separate database commonly**
5 **referred to as our AS-400 servicing notes.**
6 Q. And what were you looking for when you reviewed
7 the AS-400?
8 **A. I was just reviewing the history of the loan**
9 **file.**
10 Q. And so what types of information did you look at
11 in AS-400?
12 **A. I reviewed notes made by our customer -- our**
13 **customer service, by our foreclosure; just the general**
14 **origination terms of the loan. The payments made, that**
15 **sort of thing.**
16 Q. Anything else?
17 **A. Not that I recall right now.**
18 Q. Did you -- when you were reviewing the notes,
19 did you check to see if there were any references to a
20 homeowners association?
21 **A. I did.**
22 Q. Did you see any?
23 **A. I did.**
24 Q. Do you know about how many references about
25 homeowners associations you saw in the AS-400?

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1 **A. My best estimate would be maybe four or five.**
2 Q. Do you know the time period from where those
3 were from?
4 **A. The earliest I recall was October 2010.**
5 Q. And what about the latest?
6 **A. In AS-400, maybe some time 2011, 2012. I don't**
7 **recall exactly.**
8 Q. Was there a certain time period of the customer
9 service notes or other information in AS-400 that you
10 reviewed?
11 **A. I reviewed it from the beginning of when the**
12 **loan originally was boarded.**
13 Q. Did you review to the last entry in the AS-400,
14 or did you stop at a certain date?
15 **A. To the last entry.**
16 Q. And what's the last entry, approximately?
17 **A. 2013.**
18 Q. Do you know when in 2013?
19 **A. No.**
20 Q. And is it correct that Bank of America was the
21 servicer after the mortgager with Countrywide through
22 2013?
23 **A. Yes.**
24 Q. And do you know who became the servicer after
25 Bank of America?

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1 **A. Yes.**
2 Q. Who?
3 **A. Nationstar.**
4 Q. And it's my understanding that Countrywide was
5 the originating lender; correct?
6 **A. Correct.**
7 Q. Was Countrywide also the first servicer?
8 **A. Yes.**
9 Q. Did Countrywide ever sell the loan?
10 **MS. MORGAN:** Objection; form.
11 **THE WITNESS:** Sell the loan? Sell the -- what
12 exactly do you mean?
13 **BY MS. EBRON:**
14 Q. Well, I guess I want to distinguish between the
15 servicing rights and being the investor. So was
16 Countrywide an investor of this loan at any point in
17 time?
18 **A. Not to my knowledge.**
19 Q. So is there a different investor for this loan?
20 **A. Well, when we were servicing it, it was still**
21 **U.S. Bank.**
22 Q. When did U.S. Bank become the investor?
23 **A. Shortly after the loan originated.**
24 Q. Do you know about how long?
25 **A. No.**

1 Q. But sometime in 2007?
2 A. Yes.
3 Q. Had Bank of America ever been the investor on
4 the loan?
5 A. Not to my knowledge.
6 Q. Is it accurate to say that the loan was placed
7 into the J.P. Morgan Mortgage Trust 2007-S3 Mortgage
8 Pass-Through Certificate, Series 2007-S3 Trust sometime
9 in 2007 in reference of the trustee?
10 A. Correct.
11 Q. How do you know that?
12 A. Just based on my review of the file, and just
13 really based on my, you know, time in the industry and
14 how investors typically work.
15 Q. So is there a particular screen in the AS-400 or
16 a document in the imaging system that would let you know
17 that this loan was put into that particular trust?
18 A. No.
19 Q. Is there a screen in the AS-400 that lists who
20 the investor is?
21 A. Yes.
22 Q. Did you look there?
23 A. Not the particular screen. It's also noted
24 within the foreclosure servicing notes who the investor
25 is.

1 Q. Did you speak to anyone in preparation for your
2 deposition beside your attorney?
3 A. No.
4 Q. Did you e-mail or message or text message with
5 anyone besides your attorney in preparation for the
6 deposition?
7 A. Not that I recall, no.
8 Q. When you looked in the documents in the imaging
9 system, did you open up all of the documents?
10 A. No.
11 Q. Did you open up some of the documents?
12 A. Yes.
13 Q. What types of documents did you open?
14 A. I was looking for documents that actually had
15 been sent to the bank.
16 Q. And how did you know which documents to open in
17 order to see which ones had been sent to the bank?
18 A. Just how they were labeled within the imaging
19 system.
20 Q. And what type of labels were you looking for?
21 A. I was looking for items that were labeled
22 correspondence.
23 Q. Anything else?
24 A. Looking for any sort of document received during
25 a certain time period in the 2010, 2011 time period.

1 Q. Anything else?
2 A. That's all I can think of right now.
3 Q. Did you review the payment history?
4 A. No, I didn't.
5 Q. In your review of the file, did you see if there
6 was an escrow account for this loan?
7 MS. MORGAN: Objection; scope.
8 THE WITNESS: I don't recall looking for an
9 escrow account or not. I just don't recall.
10 BY MS. EBRON:
11 Q. Before servicing was transferred to Nationstar,
12 was Bank of America in possession of the original Note?
13 A. You know, I didn't look into that.
14 Q. When you looked in the imaging system, were
15 there documents that were labeled as being part of the
16 collateral file?
17 MS. MORGAN: Objection; scope.
18 THE WITNESS: Yes.
19 BY MS. EBRON:
20 Q. And do you know -- did you look at those
21 documents?
22 A. I did.
23 Q. Do you know what types of documents were
24 included in the collateral file?
25 A. Yes.

1 Q. What were they?
2 A. You're talking about the imaged copy that I
3 looked at?
4 Q. Yes.
5 A. It was a copy of the Deed of Trust, the Note --
6 I believe that was it.
7 Q. Did you see any assignments?
8 A. In that imaged copy, I don't believe so.
9 Q. Did you see assignments in other places within
10 the imaging system?
11 A. No. I saw assignments. I don't recall if I saw
12 them actually in our imaging system or not.
13 Q. I'm going to show you a document that we'll mark
14 as Exhibit 5.
15 (Exhibit 5 was marked for identification.)
16 BY MS. EBRON:
17 Q. Do you recognize that document?
18 A. I do.
19 Q. What is it?
20 A. This is the Deed of Trust line of credit for the
21 second that was on the property.
22 Q. Was this loan that was secured by this Deed of
23 Trust also originated by Countrywide?
24 A. Yes.
25 Q. And at the same time as the First Deed of Trust?

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1 A. Yes.
2 Q. Do you know if these were purchase money loans?
3 MS. MORGAN: Objection; scope.
4 THE WITNESS: Yes.
5 BY MS. EBRON:
6 Q. Were they purchase money loans?
7 A. Yes.
8 Q. Now, Mortgage Electronic Registration Systems,
9 Inc. is mentioned in both of these Deeds of Trust. Can
10 you tell me, or do you know, what Mortgage Electronic
11 Registration Systems, Inc.'s role is with these Deeds of
12 Trust?
13 MS. MORGAN: Objection; scope, calls for a legal
14 conclusion.
15 THE WITNESS: For both of the Deeds of Trust,
16 Mortgage Electronic Registration Systems was acting as
17 the nominee for the lender, Countrywide Home Loans, Inc.
18 BY MS. EBRON:
19 Q. Going to Exhibit 4 on the page that's Bates
20 stamped SFR10 right under the title Deed of Trust, it
21 says MIN and then there's a number. Do you see that?
22 A. I do.
23 Q. Do you know what that number is for?
24 MS. MORGAN: Objection; scope.
25 THE WITNESS: Yes.

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1 BY MS. EBRON:
2 Q. What's it for?
3 A. That is basically the MERS identification
4 number.
5 Q. Do you know what a MERS identification number is
6 used for?
7 A. It is used on behalf of MERS to determine who
8 the current servicer is on a loan.
9 Q. If you turn to the page that is Bates stamped
10 SFR26 --
11 A. Sorry, Exhibit 4 still?
12 Q. Sorry, Exhibit 4 still.
13 A. Okay.
14 Q. Do you know what a Planned Unit Development
15 Rider is?
16 A. Basically.
17 Q. What is it?
18 A. It's basically a document regarding a
19 subdivision or parcels of land with common
20 characteristics.
21 Q. Do you know why the Planned Unit Development
22 Rider would have been attached to this Deed of Trust?
23 MS. MORGAN: Objection; form, calls for
24 speculation.
25 THE WITNESS: I don't.

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1 BY MS. EBRON:
2 Q. Looking at the page Bates stamped SFR27,
3 Paragraph A, it says: PUD Obligations. Borrower shall
4 perform all of Borrower's obligations under the PUD's
5 Constituent Documents. The Constituent Documents are
6 the Declaration, Articles of Incorporation, Trust
7 Instruments or any equivalent document which creates the
8 Owners Association, and any bylaws or other rules or
9 regulations of the Owners Association. Borrower shall
10 promptly pay, when due, all dues and assessments imposed
11 pursuant to the Constituent Documents.
12 Did I read that correctly?
13 A. Yes.
14 Q. Is it fair to say that this notifies the
15 borrower that the borrower has to pay homeowners
16 association dues?
17 MS. MORGAN: Objection; scope, the document
18 speaks for itself.
19 THE WITNESS: Yes.
20 BY MS. EBRON:
21 Q. And then on the last page, 3 of 3 that's Bates
22 stamped SFR28, Paragraph F, it says, "Remedies. If
23 Borrower does not pay PUD dues and assessments when due,
24 then Lender may pay them. Any amounts disbursed by
25 Lender under this paragraph F shall become additional

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1 debt of Borrower secured by the Security Instrument."
2 Did I read that correctly?
3 A. Yes.
4 Q. So is it fair to say that Paragraph F notifies
5 the borrower that if the borrower does not pay the
6 homeowners association dues, then the lender can choose
7 to pay them and then add that on to the amount secured
8 by this Deed of Trust?
9 MS. MORGAN: Objection; scope, the document
10 speaks for itself.
11 THE WITNESS: Well, it says the lender may pay
12 them; it doesn't say they can. But, yes, then it
13 becomes additional debt of the borrower.
14 BY MS. EBRON:
15 Q. You mentioned that U.S. Bank and the trust first
16 obtained an interest in the loan shortly after the loan
17 was originated; right?
18 A. Correct.
19 Q. Do you know when, if ever, that transfer first
20 was put somewhere in the public record?
21 A. I don't.
22 Q. So was there a Pooling & Servicing Agreement for
23 this loan?
24 A. Yes.
25 Q. Is that something that you reviewed in

1 preparation for your deposition?
2 **A. I did.**
3 **Q.** Was that located in the imaging system and
4 associated with this loan number?
5 **A. No.**
6 **Q.** Where did you look to get the Pooling &
7 Servicing Agreement for this loan?
8 **A. I looked in another database I had access to.**
9 **Q.** And what's the name of that database?
10 **A. It was a Lotus Note database.**
11 **Q.** Did you see a schedule of loans attached as an
12 exhibit to the Pooling and Servicing Agreement?
13 **A. No.**
14 **Q.** How do you know that the Pooling & Servicing
15 Agreement that you reviewed is applicable to this loan?
16 **A. Just based on our servicing records that the**
17 **loan was set up under those terms from after the loan**
18 **originated.**
19 **Q.** So what servicing records did you look at to see
20 which Pooling and Servicing Agreement would apply?
21 **A. It was the servicing agreement that corresponded**
22 **to the investor number that we had.**
23 **Can we take a quick break?**
24 **Q.** Sure. That's no problem. I was just going to
25 say that it's been about an hour or so.

1 (Recess taken.)
2 **MS. EBRON:** And, Melanie, I got, like, a trust
3 agreement but I never got that Pooling & Servicing
4 Agreement.
5 **MS. MORGAN:** Hmmm. Oh, I think we directed you
6 to the SEC web site. I think that's what we did.
7 **MS. EBRON:** Okay. Back on the record.
8 **BY MS. EBRON:**
9 **Q.** Did Countrywide sell or transfer the loan
10 directly to the trust?
11 **MS. MORGAN:** Objection; scope.
12 **THE WITNESS:** I am not sure.
13 **BY MS. EBRON:**
14 **Q.** Do you know how J.P. Morgan is involved with the
15 trust or was involved with the trust?
16 **A. I -- not without looking at additional**
17 **documents.**
18 **Q.** I'm going to show you a document that we'll mark
19 as Exhibit 6.
20 (Exhibit 6 was marked for identification.)
21 **BY MS. EBRON:**
22 **Q.** Just go ahead and let me know when you have had
23 a chance to review the document.
24 **A. Okay.**
25 **Q.** Do you recognize this document?

1 **A. I don't recall if I have seen this portion of it**
2 **before.**
3 **Q.** Have you seen documents like this before?
4 **A. Well, not this particular one.**
5 **Q.** And this is a document that's titled Trust
6 Agreement dated as of July 1st, 2007, and it's Bates
7 stamped USBANK000351 through USBANK000381.
8 Did the Pooling and Servicing Agreement also
9 list J.P. Morgan Acceptance Corporation I as depositor?
10 **A. I don't recall.**
11 **Q.** Did the Pooling and Servicing Agreement list
12 U.S. Bank National Association as trustee?
13 **A. Yes.**
14 **Q.** Did the Pooling & Servicing Agreement list Wells
15 Fargo Bank, N.A. as securities administrator?
16 **MS. MORGAN:** Objection; scope.
17 **THE WITNESS:** Again, I don't recall.
18 **BY MS. EBRON:**
19 **Q.** Do you know if there was a custodian listed on
20 the Pooling & Servicing Agreement?
21 **A. I didn't look into if a custodian was listed.**
22 **Q.** Do you know what a depositor is?
23 **MS. MORGAN:** Objection; scope.
24 **THE WITNESS:** In general terms, typically it's
25 defined within the agreement. I'm not locating it

1 within these exhibits.
2 **BY MS. EBRON:**
3 **Q.** Have you ever seen a case where the depositor
4 did not own a loan that it was depositing into a trust?
5 **MS. MORGAN:** Objection; scope.
6 **THE WITNESS:** You know, I don't recall.
7 **BY MS. EBRON:**
8 **Q.** You mentioned before that you knew that the
9 Pooling & Servicing Agreement was applicable to this
10 loan because the servicing records indicated an investor
11 number; is that correct?
12 **A. Yes.**
13 **Q.** Do you know who input the investor number into
14 Bank of America's business records?
15 **MS. MORGAN:** Objection; scope.
16 **THE WITNESS:** I do not.
17 **BY MS. EBRON:**
18 **Q.** Do you know who typically put that information
19 into the -- into Bank of America's business records?
20 **MS. MORGAN:** Objection; scope.
21 **THE WITNESS:** No.
22 **BY MS. EBRON:**
23 **Q.** Is it possible that -- strike that.
24 Did you see any other documents besides the
25 Pooling and Servicing Agreement that indicated -- and

1 the screen showing the investor number -- that indicated
2 that this loan was put into the trust that we identified
3 earlier?
4 **MS. MORGAN:** Objection; scope.
5 **THE WITNESS:** No.
6 **BY MS. EBRON:**
7 Q. Are you familiar with Bank of America's policies
8 and procedures for preparing assignments of Deeds of
9 Trust?
10 **MS. MORGAN:** Objection; scope.
11 **THE WITNESS:** In general terms, I don't recall
12 if I've ever seen the particular policy or procedures.
13 **BY MS. EBRON:**
14 Q. Do you know where the information of who the
15 investor or who the assignment should be made to would
16 come from?
17 **MS. MORGAN:** Objection; scope.
18 **THE WITNESS:** I'm sorry, the question again?
19 **BY MS. EBRON:**
20 Q. Well, if Bank of America as the servicer decided
21 that an assignment of the Deed of Trust needed to be
22 prepared and recorded, do you know where it would look
23 to determine who the assignment should be made to?
24 **MS. MORGAN:** Same objection.
25 **THE WITNESS:** Yes.

1 **BY MS. EBRON:**
2 Q. And where?
3 A. Well, that would be, again, the AS-400 servicing
4 notes.
5 Q. And would it be the same place with the investor
6 number that you look to determine what PSA or Pooling
7 and Servicing Agreement was applicable?
8 A. Yes.
9 Q. Do you know if there is a policy or procedure
10 for, like, quality control or double-checking the
11 investor number to make sure that the correct investor
12 number was included?
13 **MS. MORGAN:** Objection; scope.
14 **THE WITNESS:** There's -- I haven't seen it, but
15 there's policies and procedures for just everything that
16 we do, and there's quality control that went into effect
17 on just about everything that we do as well, so it's --
18 I'd be surprised if it wasn't.
19 **BY MS. EBRON:**
20 Q. I'm going to show you a document that we will
21 mark as Exhibit 7.
22 (Exhibit 7 was marked for identification.)
23 **BY MS. EBRON:**
24 Q. Just for the record, this is a portion of the
25 Master Declaration of Covenants, Conditions, and

1 Restrictions for Southern Highlands. It included the
2 pages Bates stamped 000186 through 000193. It's a very
3 voluminous document, and I just included the title page
4 and the Table of Contents.
5 A. Okay.
6 Q. Did you see a copy of the Master Declaration of
7 Covenants, Conditions, and Restrictions for Southern
8 Highlands in Bank of America's business records?
9 A. No.
10 Q. Do you know if the declaration -- the portion
11 that was just marked as Exhibit 7 -- is in Bank of
12 America's business records, like in a separate place
13 rather than the imaging system?
14 A. Not to my knowledge. I -- that's just something
15 that's between the homeowner and the association, so
16 it's something the bank typically doesn't receive.
17 Q. Before loaning money to the borrower, did
18 Countrywide review the Master Declaration of Covenants,
19 Conditions, and Restrictions for Southern Highlands?
20 **MS. MORGAN:** Objection; scope.
21 **THE WITNESS:** I don't know.
22 **BY MS. EBRON:**
23 Q. Was Countrywide aware that the property was
24 located -- at that time of origination, was Countrywide
25 aware that the property was located within Southern

1 Highlands?
2 **MS. MORGAN:** Objection; scope.
3 **THE WITNESS:** I don't know.
4 **BY MS. EBRON:**
5 Q. Did you review any of the origination documents?
6 A. I did see a few of them.
7 Q. Did you see any reference besides in the Deed of
8 Trust to a homeowners association?
9 A. Not that I recall.
10 Q. Did Countrywide obtain a title report before
11 loaning money against the property?
12 **MS. MORGAN:** Objection; scope.
13 **THE WITNESS:** Well, we typically do. I don't
14 recall seeing it in this file, but that's -- again, I
15 didn't look at all the origination documents.
16 **BY MS. EBRON:**
17 Q. Were homeowners association dues escrowed for
18 this loan?
19 **MS. MORGAN:** Objection; scope.
20 **THE WITNESS:** We typically do not escrow for HOA
21 dues, so -- but I don't recall. Again, it would not be
22 typical.
23 **BY MS. EBRON:**
24 Q. Do you know why you would not typically escrow
25 homeowners association dues?

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1 **MS. MORGAN:** Objection; scope.
2 **THE WITNESS:** Again, that's between the -- it's
3 the borrower's responsibility to pay them, so it's not
4 something that the bank pays on their behalf on a
5 monthly basis.
6 **BY MS. EBRON:**
7 Q. Before loaning money against this property, did
8 Countrywide review any of the other documents that had
9 been recorded against the property?
10 **MS. MORGAN:** Objection; scope.
11 **THE WITNESS:** What exactly do you mean?
12 **BY MS. EBRON:**
13 Q. For example -- I'm just going to go ahead and
14 show this to you, rather than attaching it as an
15 exhibit. This is a document that is Bates stamped
16 USBANK000006 through USBANK000042. And it's actually
17 two different Deeds of Trust that were -- that appear to
18 have been recorded in 2002.
19 **A. I'm sorry, the question again?**
20 Q. Did Countrywide review any of the documents that
21 were previously recorded against the property before
22 loaning money against the property?
23 **MS. MORGAN:** Objection; scope.
24 **THE WITNESS:** Well, it would be part of the
25 title report. And, again, I didn't see it specifically,

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1 but it is something that is typically done before
2 closing on loans.
3 **BY MS. EBRON:**
4 Q. So if the Declaration of Covenants, Conditions,
5 and Restrictions for Southern Highlands was recorded
6 against the property, then Countrywide may have looked
7 at them?
8 **MS. MORGAN:** Objection; form, scope.
9 **THE WITNESS:** I'm sorry, your question? I
10 didn't hear all the question.
11 **BY MS. EBRON:**
12 Q. So if the Declaration of Covenants, Conditions,
13 and Restrictions for Southern Highlands were recorded
14 against the property, then Countrywide may have looked
15 at them before loaning against the property?
16 **MS. MORGAN:** Same objection.
17 **THE WITNESS:** I'd only be speculating. But if
18 it was recorded and appeared on the title report, then
19 we would have been aware of it.
20 **BY MS. EBRON:**
21 Q. Do you know if Countrywide relied on any
22 particular provisions or portions of the Declaration of
23 CC&Rs for Southern Highlands when loaning money against
24 the property?
25 **MS. MORGAN:** Objection; scope, calls for

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1 speculation.
2 **THE WITNESS:** I don't know.
3 **BY MS. EBRON:**
4 Q. When Bank of America merged with Countrywide,
5 did it review property records for this file?
6 **MS. MORGAN:** Objection; scope.
7 **THE WITNESS:** At the time of the merger?
8 **BY MS. EBRON:**
9 Q. Yes.
10 **A. Not that I'm aware of.**
11 Q. Do you know if at the time U.S. Bank obtained an
12 interest in the loan, if U.S. Bank reviewed the
13 Declaration of Covenants, Conditions, and Restrictions
14 for Southern Highlands?
15 **MS. MORGAN:** Objection; scope, calls for
16 speculation.
17 **THE WITNESS:** I don't know.
18 **BY MS. EBRON:**
19 Q. Did U.S. Bank rely on any particular provisions
20 in the Declaration of Covenants, Conditions, and
21 Restrictions for Southern Highlands when it obtained its
22 interest in the loan?
23 **A. I don't know.**
24 Q. Do you know who would know that?
25 **A. I don't.**

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1 Q. I'm going to show you a document that we'll mark
2 as Exhibit 8.
3 (Exhibit 8 was marked for identification.)
4 **BY MS. EBRON:**
5 Q. Do you recognize that document?
6 **A. No, I have not seen it before.**
7 Q. Do you know from the face of the document what
8 it is?
9 **A. Yes.**
10 Q. What is it?
11 **A. The document's entitled Grant, Bargain, Sale**
12 **Deed that was executed by the County granting or**
13 **conveying to Ms. Hagerman, the mortgager on the loan.**
14 Q. Is this typically a document that would be
15 included in Bank of America's or Countrywide's business
16 records?
17 **A. Yes.**
18 **MS. MORGAN:** Objection; scope.
19 **BY MS. EBRON:**
20 Q. So is it possible it's within their business
21 records and that's just one of the ones you didn't open?
22 **A. Yes.**
23 Q. I'm going to show you a document that we'll mark
24 as Exhibit 9.
25 (Exhibit 9 was marked for identification.)

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<p>1 THE WITNESS: Okay.</p> <p>2 BY MS. EBRON:</p> <p>3 Q. Do you recognize this document?</p> <p>4 A. I do.</p> <p>5 Q. What is it?</p> <p>6 A. This is a Notice of Default, Election to Sell</p> <p>7 Under Deed of Trust.</p> <p>8 Q. Does this relate to the Deed of Trust that we</p> <p>9 marked as Exhibit 4?</p> <p>10 A. Yes.</p> <p>11 Q. There is a paragraph that's in all caps, and it</p> <p>12 says -- it starts off: Failure to pay the installment</p> <p>13 of principal and interest which became due on</p> <p>14 September 1st, 2009. Do you see that?</p> <p>15 A. Yes.</p> <p>16 Q. Do you know if the borrower made any payments</p> <p>17 after September 1st, 2009?</p> <p>18 MS. MORGAN: Objection; scope.</p> <p>19 THE WITNESS: I don't. I don't know.</p> <p>20 BY MS. EBRON:</p> <p>21 Q. And you would look in the payment history to see</p> <p>22 that?</p> <p>23 A. Yes.</p> <p>24 Q. Well, at least for the time period that Bank of</p> <p>25 America was servicing?</p>	<p>1 cutting off the page, so I just want to make sure I've</p> <p>2 got the right ones here in the right order.</p> <p>3 Okay. I want to show you a document that we'll</p> <p>4 mark as Exhibit 11.</p> <p>5 (Exhibit 11 was marked for identification.)</p> <p>6 THE WITNESS: Okay.</p> <p>7 BY MS. EBRON:</p> <p>8 Q. Have you seen this document before?</p> <p>9 A. I have.</p> <p>10 Q. Is this document part of Bank of America's</p> <p>11 business records?</p> <p>12 A. I saw it in preparation for today. I did not</p> <p>13 see it within our actual business record.</p> <p>14 Q. Did you see anything in Bank of America's</p> <p>15 business records that would lead you to doubt that the</p> <p>16 borrower was delinquent to Southern Highlands Community</p> <p>17 Association as of that date?</p> <p>18 A. No.</p> <p>19 Q. Did you see anything in Bank of America's</p> <p>20 business records that would lead you to dispute the</p> <p>21 amounts listed in this Notice of Delinquent Assessment</p> <p>22 Lien?</p> <p>23 MS. MORGAN: Objection; scope.</p> <p>24 THE WITNESS: No.</p> <p>25 ///</p>
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<p>1 A. Correct.</p> <p>2 Q. I'm going to show you a document that we'll mark</p> <p>3 as Exhibit 10.</p> <p>4 (Exhibit 10 was marked for identification.)</p> <p>5 THE WITNESS: Okay.</p> <p>6 BY MS. EBRON:</p> <p>7 Q. Do you recognize that document?</p> <p>8 A. I do.</p> <p>9 Q. What is it?</p> <p>10 A. Exhibit 10 is labeled Rescission of Election to</p> <p>11 Declare Default Nevada.</p> <p>12 Q. Does this rescission relate to the Notice of</p> <p>13 Default that we marked as Exhibit 9?</p> <p>14 A. Yes.</p> <p>15 Q. Do you know why this rescission was recorded?</p> <p>16 MS. MORGAN: Objection; scope, calls for</p> <p>17 speculation.</p> <p>18 THE WITNESS: I don't.</p> <p>19 BY MS. EBRON:</p> <p>20 Q. Where would you look to find that information?</p> <p>21 A. I am not sure.</p> <p>22 Q. So would it be in the servicing notes somewhere?</p> <p>23 A. It was not.</p> <p>24 Q. I apologize. I printed a whole bunch of</p> <p>25 exhibits before I realized that the U.S. Bank ones were</p>	<p>1 BY MS. EBRON:</p> <p>2 Q. I'll show you a document that we will mark as</p> <p>3 Exhibit 12.</p> <p>4 (Exhibit 12 was marked for identification.)</p> <p>5 THE WITNESS: Okay.</p> <p>6 BY MS. EBRON:</p> <p>7 Q. Do you recognize this document?</p> <p>8 A. I do.</p> <p>9 Q. What is it?</p> <p>10 A. A document -- or Exhibit 12 is labeled Notice of</p> <p>11 Default and Election to Sell Under Homeowners</p> <p>12 Association Lien.</p> <p>13 Q. Is this something that is contained within Bank</p> <p>14 of America's business records?</p> <p>15 A. Yes. I did find it in our business records.</p> <p>16 Q. And do you know when it was received by Bank of</p> <p>17 America?</p> <p>18 A. It was received sometime in October or November</p> <p>19 of 2010.</p> <p>20 Q. Do you know if Bank of America received multiple</p> <p>21 copies or just one copy of this Notice of Default?</p> <p>22 A. I don't recall.</p> <p>23 Q. I'm going to show you a document we'll mark as</p> <p>24 Exhibit 13.</p> <p>25 (Exhibit 13 was marked for identification.)</p>

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1 **THE WITNESS:** Okay.
2 **BY MS. EBRON:**
3 Q. Do you recognize this document?
4 A. **I do.**
5 Q. What is it?
6 A. **Exhibit 13 is the Notice of Trustee's Sale.**
7 Q. And this is a Notice of Trustee's Sale on behalf
8 of the homeowners association?
9 A. **Yes.**
10 Q. Is this something that was received by Bank of
11 America?
12 A. **Yes.**
13 Q. Do you know when it was received?
14 A. **Not the exact date. It was received sometime in**
15 **late April 2011.**
16 Q. How do you know that?
17 A. **Just based on my review of the business records.**
18 Q. And what business records told you that it was
19 received in April of 2011?
20 A. **It was notated in the servicing notes.**
21 Q. Were there also servicing notes about the Notice
22 of Default in 2010?
23 A. **I don't remember right now.**
24 Q. And you would look back at the AS-400 to see if
25 there were -- if there was a notation in the servicing

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1 notes about the Notice of Default from the association?
2 A. **Correct.**
3 Q. I'll show you a document that we will mark as
4 Exhibit 14.
5 (Exhibit 14 was marked for identification.)
6 **THE WITNESS:** Okay.
7 **BY MS. EBRON:**
8 Q. Do you recognize this document?
9 A. **I do.**
10 Q. What is it?
11 A. **Exhibit 14 is a copy of a Corporate Assignment**
12 **of Deed of Trust.**
13 Q. Who is the assignment from and who is it to?
14 A. **The assignment is from Mortgage Electronic**
15 **Registration Systems, Inc. to Bank of America, N.A.,**
16 **successor by merger to BAC Home Loan Servicing, LP.**
17 Q. When was this executed?
18 A. **This was executed on August 23rd, 2011.**
19 Q. Do you know Tiffany Woolen?
20 A. **No.**
21 Q. If Tiffany Woolen -- or do you know if Tiffany
22 Woolen is also, in addition to being a secretary for
23 MERS, an employee of Bank of America?
24 **MS. MORGAN:** Objection; scope, calls for
25 speculation.

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1 **THE WITNESS:** I don't know.
2 **BY MS. EBRON:**
3 Q. Do you know if someone at Bank of America
4 prepared this assignment?
5 A. **I don't.**
6 Q. Do you know who would know who prepared the
7 assignment?
8 A. **I don't, no.**
9 Q. Do you know why the assignment was to Bank of
10 America, N.A. if the loan had been transferred to the
11 trust with U.S. Bank as trustee already?
12 **MS. MORGAN:** Objection; scope.
13 **THE WITNESS:** I don't know.
14 **BY MS. EBRON:**
15 Q. The language in this assignment states that it's
16 granting, assigning, and transferring all beneficial
17 interest under the Deed of Trust that we marked as
18 Exhibit 4; right?
19 A. **Correct.**
20 Q. And it also says together with the Note or Notes
21 therein described or referred to. Do you see that?
22 A. **Yes.**
23 Q. So at this time, August 23rd of 2011, was the
24 Promissory Note transferred to Bank of America?
25 **MS. MORGAN:** Objection; scope.

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1 **THE WITNESS:** I'm sorry, the question again?
2 **THE REPORTER:** "So at this time, August 23rd of
3 2011, was the Promissory Note transferred to Bank of
4 America?"
5 **MS. MORGAN:** I'll add a form objection, as well.
6 **THE WITNESS:** Can you rephrase the question, or
7 elaborate on the question? I'm not sure if I follow.
8 **BY MS. EBRON:**
9 Q. At the time that this assignment of Deed of
10 Trust was executed, was the Promissory Note assigned or
11 transferred to Bank of America?
12 **MS. MORGAN:** Same objections.
13 **THE WITNESS:** So are you -- let me make sure I
14 understand your question. Are you asking if at the same
15 time that this assignment was executed for the Deed of
16 Trust that it also included the Note?
17 **BY MS. EBRON:**
18 Q. Yes. Based on the language of this assignment.
19 That's why I'm asking.
20 **MS. MORGAN:** I'll also add an objection, it
21 calls for a legal conclusion.
22 **THE WITNESS:** Based on just the language in the
23 document, that claims that, together with the Note.
24 **BY MS. EBRON:**
25 Q. I'm sorry, was that a yes?

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1 **A. I'm sorry, I'm just going off the language of**
2 **the document that states that it's a Deed of Trust along**
3 **with the Note. So yes.**
4 Q. Do you know if there's any other entity that may
5 have prepared this assignment besides Bank of America?
6 **MS. MORGAN:** Objection; scope, calls for
7 speculation.
8 **THE WITNESS:** Just based on the document itself,
9 it's possible that ReconTrust Company drafted the
10 document.
11 **BY MS. EBRON:**
12 Q. And who is ReconTrust?
13 **A. They were the trustee handling the foreclosure**
14 **of the loan on behalf of the bank.**
15 Q. At this time, on August 23rd, 2011, was there an
16 active foreclosure of this loan?
17 **MS. MORGAN:** Objection; scope.
18 **THE WITNESS:** I don't recall.
19 **BY MS. EBRON:**
20 Q. I mean, I know we saw the Notice of Default
21 before, but that was rescinded. Do you know if there
22 was any other foreclosure activity after that rescission
23 of the Notice of Default?
24 **A. I don't recall.**
25 Q. I'll show you a document that we'll mark as

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1 Exhibit 15.
2 (Exhibit 15 was marked for identification.)
3 **BY MS. EBRON:**
4 Q. Do you recognize this document?
5 **A. I do.**
6 Q. What is it?
7 **A. Exhibit 15 is a Corporate Assignment of Deed of**
8 **Trust Nevada.**
9 Q. Does this assignment also relate to the Deed of
10 Trust marked as Exhibit 4?
11 **A. Yes.**
12 Q. When was it executed?
13 **A. This assignment was executed on August 24th,**
14 **2011.**
15 Q. Do you know who Sandra L. Hickey is?
16 **A. I do not.**
17 Q. Who is this assignment from and who is it to?
18 **MS. MORGAN:** Objection; the document speaks for
19 itself.
20 **THE WITNESS:** Exhibit 15, this assignment is
21 from Mortgage Electronic Registration Systems, Inc. to
22 Bank of America, N.A., successor by merger to BAC Home
23 Loan Servicing, LP.
24 **BY MS. EBRON:**
25 Q. Do you know why there was an assignment executed

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1 on August 24th when one was already executed on
2 August 23rd?
3 **A. No.**
4 Q. Do you know what the -- up on the top left --
5 what TS Number refers to?
6 **MS. MORGAN:** Objection; scope.
7 **THE WITNESS:** I don't.
8 **BY MS. EBRON:**
9 Q. Do you know what Title Order Number refers to?
10 **MS. MORGAN:** Objection; scope.
11 **THE WITNESS:** No.
12 **BY MS. EBRON:**
13 Q. In your review of the file, did you see any
14 other assignments of the Deed of Trust that we marked as
15 Exhibit 4?
16 **A. Not that comes to mind right now.**
17 Q. I'm asking because I feel like there should be
18 to U.S. Bank.
19 **MS. MORGAN:** Yeah. I reviewed one in my review
20 of my records, so --
21 **MS. EBRON:** I'll keep going and I'll look for
22 that, for the other one.
23 **BY MS. EBRON:**
24 Q. But let me show you a document that we'll mark
25 as Exhibit 16.

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1 (Exhibit 16 was marked for identification.)
2 **BY MS. EBRON:**
3 Q. Just let me know when you're ready.
4 **A. Okay, I'm ready.**
5 Q. Do you recognize that document?
6 **A. I do.**
7 Q. What is it?
8 **A. Exhibit 16 is the Notice of Trustee's Sale.**
9 Q. And this one is also from the association;
10 correct?
11 **A. Yes.**
12 Q. But this one is from August of 2012 -- or,
13 sorry, it was recorded in August of 2012; is that right?
14 **A. Yes, it was recorded August 2012.**
15 Q. Did Bank of America receive a copy of this
16 Notice of Trustee's Sale?
17 **A. Yes.**
18 Q. Do you know when Bank of America received a copy
19 of this Notice of Trustee's Sale?
20 **A. I do not recall.**
21 Q. Is that something that you would be able to see
22 in the AS-400 servicing notes?
23 **A. I don't remember if it was notated in the AS-400**
24 **or not.**
25 Q. I'm going to show you some documents, multiple

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1 documents, that we'll mark as Exhibit 17.
2 (Exhibit 17 was marked for identification.)
3 **MS. EBRON:** We can go ahead and go off the
4 record and give you a chance to review all those, and go
5 grab the other assignment.
6 (Recess taken.)
7 **BY MS. EBRON:**
8 Q. Back on the record.
9 Exhibit 17 are documents that are Bates stamped
10 USBANK000340 through USBANK000350. You've had a chance
11 to look over these?
12 **A. I did.**
13 Q. Are these documents that were contained in Bank
14 of America's business records in their imaging system?
15 **A. Yes.**
16 Q. And just to kind of go back for a second, when
17 Countrywide transferred the loan to U.S. Bank as trustee
18 for the trust, it remained as the servicer of the loan;
19 right?
20 **MS. MORGAN:** Objection; form.
21 **THE WITNESS:** Based on my review, Countrywide's
22 been the servicer since the loan originated.
23 **BY MS. EBRON:**
24 Q. Right. And then Bank of America became the
25 servicer and then the merger happened, so sometime 2008,

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1 2009?
2 **A. Right.**
3 Q. And so as the servicer, would Bank of America
4 during that time period have been acting on behalf of
5 U.S. Bank?
6 **MS. MORGAN:** Objection; form.
7 **THE WITNESS:** Yes. We were servicing -- Bank of
8 America was servicing the loan on behalf of U.S. Bank.
9 **BY MS. EBRON:**
10 Q. Did U.S. Bank, during the time period that Bank
11 of America and Countrywide were involved, keep separate
12 business records related to a homeowners association?
13 **MS. MORGAN:** Objection; scope.
14 **THE WITNESS:** Not to my knowledge.
15 **BY MS. EBRON:**
16 Q. What do you base that on?
17 **A. It's based on my just time with the bank. I**
18 **rarely ever see covenants or what have you from a**
19 **homeowners association as part of bank records.**
20 Q. Well, what about documents like the ones
21 contained in Exhibit 17? Are those types of documents
22 that would be maintained by U.S. Bank as the trustee for
23 a loan that Bank of America was servicing?
24 **A. The bank -- U.S. Bank would rely on Bank of**
25 **America -- Countrywide or Bank of America -- to retain**

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1 **those documents and service the loan accordingly.**
2 Q. Is it fair to say that U.S. Bank's business
3 records, related to the day-to-day servicing of the
4 loan, were maintained through Bank of America?
5 **A. Yeah. Countrywide or Bank of America, yes.**
6 Q. Okay. Looking at the first page of Exhibit 17,
7 it's Bates stamped USBANK000340. Do you know what that
8 is?
9 **A. The first page of Exhibit 17 appears to be a --**
10 **appears to be maybe a copy of an envelope or some sort**
11 **of cover letter addressed to Countrywide Home Loans,**
12 **Inc. It includes a bar code which appears to be a**
13 **first-class mail reference.**
14 Q. Do you know who stamped Foreclosure No. 6,
15 October 19th, 2010, received, on the right-hand side of
16 that document?
17 **A. I don't know.**
18 Q. Have you seen stamps like that before?
19 **A. I don't recall if it actually had a -- I've seen**
20 **foreclosure stamps before, yes.**
21 Q. And is it -- or was it at that time, the policy
22 and practice of Bank of America to stamp incoming mail?
23 **A. In 2010, I don't recall.**
24 Q. Do you have any reason to doubt that this
25 document was received by Bank of America on

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1 October 19th, 2010?
2 **A. I'm sorry, received by whom?**
3 Q. Bank of America.
4 **A. Well, the addressee is Countrywide Home Loans,**
5 **Inc. It was part of the loan file, but whether it was**
6 **received technically by Bank of America or not, I don't**
7 **have any reason to doubt, given the merger of the**
8 **documents.**
9 Q. Let me ask you this: Was Countrywide Home
10 Loans, Inc. part of the merger with Bank of America?
11 **A. Yes.**
12 Q. And looking at the next page that's Bates
13 stamped USBANK000341, do you know if this page was
14 attached -- or in the envelope that's copied on the
15 previous page?
16 **A. I don't know for sure.**
17 Q. Do you know who wrote the handwritten reference
18 at the top of the page on the left?
19 **A. No.**
20 Q. Do you know what that means?
21 **MS. MORGAN:** Objection; calls for speculation.
22 **THE WITNESS:** No, I don't.
23 **BY MS. EBRON:**
24 Q. Do you know what it says?
25 **A. Well, there are a bunch of numbers. And before**

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1 **the numbers, no, I don't.**
2 Q. Was -- was there a reference in the AS-400 to
3 receipt of this Notice of Default on October 19th, 2010?
4 **A. I don't remember.**
5 Q. Does a foreclosure stamp mean it was routed
6 through a foreclosure department?
7 **A. Yes.**
8 Q. So is it the foreclosure department that would
9 have stamped -- stamped the document with the
10 foreclosure stamp?
11 **A. I don't know if it was the actual department**
12 **that did the stamp.**
13 Q. Or do you know if the mailroom had a foreclosure
14 stamp that it would stamp when it was received?
15 **MS. MORGAN:** Objection; scope.
16 **THE WITNESS:** That is possible. I don't know
17 for sure. I don't recall what the process was in 2010.
18 **BY MS. EBRON:**
19 Q. Okay. Turning to the page Bates stamped
20 USBANK000342, this is also a document that you saw
21 within the imaging system?
22 **A. Yes.**
23 Q. And based on the foreclosure stamp on this page,
24 would it be fair to say that there was a second copy of
25 the Notice of Default that was received on or about

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1 October 20th, 2010?
2 **A. Yes.**
3 Q. Looking at page USBANK000344, do you know what
4 this page is?
5 **A. 344 is a copy of an envelope.**
6 Q. And there's also a foreclosure stamp on the top
7 right-hand of the page; correct?
8 **A. Correct.**
9 Q. And the document following this envelope is a
10 Notice of Trustee's Sale dated March 30th, 2011; is that
11 correct?
12 **A. Yes.**
13 Q. So based on the foreclosure stamp dated
14 April 21st, 2011, is it fair to say that Bank of America
15 through Countrywide received a copy of the Notice of
16 Sale dated March 30th, 2011, on approximately
17 April 21st, 2011?
18 **A. Well, that's assuming this Notice of Sale, which**
19 **is Bates stamped 345, was included in the envelope Bates**
20 **344.**
21 Q. Do you have any reason to doubt that the Notice
22 of Trustee's Sale Bates stamped USBANK000345 was the
23 document contained in the envelope that's copied as
24 USBANK000344?
25 **A. I'm sorry, the question one more time.**

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1 Q. Do you have any reason to doubt that the Notice
2 of Trustee's Sale that is Bates stamped USBANK000345 is
3 the document that was contained in the envelope, a copy
4 of which is Bates stamped as USBANK000344?
5 **A. I don't have any reason one way or the other to**
6 **know what was in the envelope.**
7 Q. Did Bank of America in 2011 have a policy,
8 practice, or procedures for storing copies of
9 foreclosure notices?
10 **MS. MORGAN:** Objection; scope.
11 **THE WITNESS:** I'm sorry, the question one more
12 time.
13 **BY MS. EBRON:**
14 Q. In 2011, did Bank of America have a policy,
15 practice, or procedure for electronically storing
16 foreclosure notices?
17 **A. Yes.**
18 Q. Did that practice, policy, or procedure include
19 keeping a copy of the envelope and what was contained in
20 the envelope?
21 **A. I don't know about the practice of always**
22 **keeping a copy of the envelope. But definitely whatever**
23 **was contained within an envelope.**
24 Q. When you reviewed these documents in Bank of
25 America's business records, were they in the same order

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1 or -- I mean, these were produced to us by U.S. Bank in
2 this order. Do you know if that is how they were stored
3 in Bank of America's business records?
4 **A. They're typically stored in chronological order,**
5 **so I don't know if there was anything else stored**
6 **between October 2010 and April 2011.**
7 Q. Looking at the page Bates USBANK000346 --
8 **A. Okay.**
9 Q. -- do you recognize this document?
10 **A. I do.**
11 Q. What is that?
12 **A. 346 is a copy of a -- basically an electronic**
13 **cover letter that the bank received from MERS.**
14 Q. When did the bank receive this from MERS?
15 **A. The -- well, the 346 is dated on 8/15/2012.**
16 **There is a foreclosure date stamp of August 17th, 2012.**
17 Q. So it may have been received by the e-mail
18 in-box on August 15th of 2012, and then by the
19 foreclosure department on August 17th of 2012; is that
20 right?
21 **A. Well, it could be -- and, again, this is just**
22 **speculating -- that a hard copy was routed to the**
23 **foreclosure department on August 17th, 2012.**
24 Q. Were there any notes about this particular
25 communication from MERS in the AS-400?

<p style="text-align: right;">Page 69</p> <p>1 A. You know, I don't remember.</p> <p>2 Q. The next page that's Bates stamped USBANK000347,</p> <p>3 do you know what this is?</p> <p>4 A. Yes.</p> <p>5 Q. What is it?</p> <p>6 A. This is just a general cover letter that we</p> <p>7 typically receive from MERS on any sort of document</p> <p>8 received by MERS and sent to the servicer.</p> <p>9 Q. Looking at the next page, USBANK000348, do you</p> <p>10 know what this is?</p> <p>11 A. Yes.</p> <p>12 Q. What is it?</p> <p>13 A. Again, this is just some -- an identifier that</p> <p>14 we typically receive from MERS when they forward</p> <p>15 documents to the servicer.</p> <p>16 Q. And then the next page that's Bates stamped</p> <p>17 USBANK000349, do you know what this is?</p> <p>18 A. 349 is a copy of the Notice of Trustee's Sale.</p> <p>19 Q. And this one is dated June 14th, 2012; correct?</p> <p>20 A. Yes.</p> <p>21 Q. And it lists a sale date of September 5th, 2012?</p> <p>22 A. Yes.</p> <p>23 Q. And Bank of America received this before</p> <p>24 September 5th, 2012; correct?</p> <p>25 A. Correct.</p>	<p style="text-align: right;">Page 71</p> <p>1 records?</p> <p>2 A. Yes.</p> <p>3 Q. And what did you see?</p> <p>4 A. I saw a copy of a letter from the borrower</p> <p>5 regarding -- let's see -- it was -- she was trying to do</p> <p>6 a short sale and discovered through the tax records that</p> <p>7 another entity was the new owner of the property.</p> <p>8 Q. Okay. And I'll show you a document that we'll</p> <p>9 mark as Exhibit 18.</p> <p>10 (Exhibit 18 was marked for identification and</p> <p>11 will be sealed as "Confidential.")</p> <p>12 MS. MORGAN: And just for clarification,</p> <p>13 Exhibit 18 was produced pursuant to a protective order,</p> <p>14 as was the Note that was attached as an exhibit earlier.</p> <p>15 And the testimony, with respect to the communications</p> <p>16 with the borrower, will also fall under the purview of</p> <p>17 that protective order.</p> <p>18 MS. EBRON: Well, I guess I should say I</p> <p>19 understand your position. I don't agree that the Note</p> <p>20 is confidential, but we do have a protective order in</p> <p>21 place, so --</p> <p>22 MS. MORGAN: Yes. I wasn't sure that the terms</p> <p>23 of the protective order contemplate testimony as well,</p> <p>24 so --</p> <p>25 ///</p>
<p style="text-align: right;">Page 70</p> <p>1 Q. Based on your review of Bank of America's</p> <p>2 business records, did you see any information that would</p> <p>3 lead you to doubt that the amount listed in the Notice</p> <p>4 of Sale was accurate?</p> <p>5 MS. MORGAN: Objection; scope.</p> <p>6 THE WITNESS: No.</p> <p>7 BY MS. EBRON:</p> <p>8 Q. In your review of the business records, did you</p> <p>9 see any information that would lead you to believe that</p> <p>10 the borrower was not delinquent on the homeowners</p> <p>11 association dues at the time of this notice?</p> <p>12 A. No.</p> <p>13 Q. Does Bank of America have any reason to doubt</p> <p>14 that the borrower was also given this Notice of</p> <p>15 Trustee's Sale?</p> <p>16 MS. MORGAN: Objection; calls for speculation,</p> <p>17 scope.</p> <p>18 THE WITNESS: We didn't know one way or the</p> <p>19 other whether the borrower received the notice.</p> <p>20 BY MS. EBRON:</p> <p>21 Q. I know sometimes in these files, you know, the</p> <p>22 borrower will call up or send in a letter that says</p> <p>23 something about the foreclosure proceedings, or a</p> <p>24 dispute that they have with the association. So did you</p> <p>25 see anything like that in Bank of America's business</p>	<p style="text-align: right;">Page 72</p> <p>1 BY MS. EBRON:</p> <p>2 Q. Yes. Have you had a chance to look at</p> <p>3 Exhibit 18?</p> <p>4 A. Yes.</p> <p>5 Q. Is this the communication or letter you were</p> <p>6 talking about?</p> <p>7 A. Yes.</p> <p>8 Q. Are there any other communications with the</p> <p>9 borrower about the association foreclosure sale</p> <p>10 contained in Bank of America's business records?</p> <p>11 A. Not based on my review, no.</p> <p>12 Q. In that first paragraph, the second sentence, it</p> <p>13 says: I have never received any Notice of Default or</p> <p>14 Foreclosures documents from Bank of America. Do you</p> <p>15 know if the Notice of Default that we looked at as</p> <p>16 Exhibit 9, do you know if that was ever mailed to the</p> <p>17 borrower?</p> <p>18 MS. MORGAN: Objection; scope.</p> <p>19 THE WITNESS: I don't know.</p> <p>20 BY MS. EBRON:</p> <p>21 Q. Do you know when the borrower had begun to be</p> <p>22 considered for a short sale?</p> <p>23 A. No.</p> <p>24 MS. MORGAN: Objection; scope.</p> <p>25 ///</p>

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1 **BY MS. EBRON:**
2 Q. Do you know if the borrower was considered for a
3 short sale?
4 **MS. MORGAN:** Scope.
5 **THE WITNESS:** I don't know.
6 **BY MS. EBRON:**
7 Q. Going back to Exhibit 17, there's a page that's
8 Bates stamped USBANK000350. Is it fair to say that
9 that's a copy of an envelope that was addressed to MERS?
10 **A. Yes.**
11 Q. And that that copy, or at least a copy of the
12 envelope, was provided to Bank of America at the same
13 time as the Notice of Trustee's Sale?
14 **A. Yes, from MERS.**
15 Q. So Bank of America doesn't dispute that it
16 received the Notice of Default and both Notices of
17 Trustee's Sale; correct?
18 **A. No.**
19 Q. Did Bank of America ever pay the association any
20 amounts after receiving the Notice of Default or Notice
21 of Sale?
22 **A. No.**
23 Q. Do you know why not?
24 **A. I don't.**
25 Q. Did Bank of America ever contact the borrower

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1 about the delinquency with the association?
2 **A. Not based on my review of the notes. I don't**
3 **recall anything to that degree.**
4 Q. Do you know if Countrywide considered the amount
5 of the association dues when qualifying the borrower for
6 this loan?
7 **MS. MORGAN:** Objection; scope.
8 **THE WITNESS:** You know, I don't know. In 2007,
9 I don't know if that -- how that was handled.
10 **BY MS. EBRON:**
11 Q. Did U.S. Bank ever -- before having the loan put
12 into the trust, did U.S. Bank look at how the borrower
13 was qualified for the loan?
14 **MS. MORGAN:** Objection; scope.
15 **THE WITNESS:** I don't know.
16 **MS. EBRON:** Off the record.
17 (Discussion held off the record.)
18 **MS. EBRON:** I'm going to show you a document
19 that we will mark as Exhibit 19.
20 (Exhibit 19 was marked for identification.)
21 **THE WITNESS:** Okay.
22 **BY MS. EBRON:**
23 Q. Do you recognize this document?
24 **A. I do.**
25 Q. What is it?

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1 **A. Exhibit 19 is a Corporate Assignment of Deed of**
2 **Trust Nevada.**
3 Q. And who is it from and who is it to?
4 **A. The assignment is from Bank of America, N.A.**
5 **successor by merger to BAC Home Loan Servicing, LP to**
6 **U.S. Bank National Association as Trustee for the**
7 **Holders of the J.P. Morgan Mortgage Trust 2007-S3**
8 **Mortgage Pass-Through Certificates Series 2007-S3.**
9 Q. When was this executed?
10 **A. April 16th, 2013.**
11 Q. And who prepared this assignment?
12 **MS. MORGAN:** Objection; scope.
13 **THE WITNESS:** It's not noted on the document who
14 prepared it.
15 **BY MS. EBRON:**
16 Q. Do you know who Sandra Brown Waites is?
17 **MS. MORGAN:** Objection; scope.
18 **THE WITNESS:** No.
19 **BY MS. EBRON:**
20 Q. Do you know why the assignment to U.S. Bank
21 wasn't until April of 2013 if U.S. Bank obtained its
22 interest in 2007?
23 **MS. MORGAN:** Objection; scope.
24 **THE WITNESS:** I do not.
25 ///

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1 **BY MS. EBRON:**
2 Q. Do you know if Bank of America or U.S. Bank
3 reviewed the recorded documents before -- or, sorry --
4 the other documents recorded against the property before
5 recording this Deed of Trust?
6 **MS. MORGAN:** Objection; scope.
7 **THE WITNESS:** I don't know.
8 **BY MS. EBRON:**
9 Q. I'll show you a document that we're going to
10 mark as Exhibit 20.
11 (Exhibit 20 was marked for identification.)
12 **THE WITNESS:** Okay.
13 **BY MS. EBRON:**
14 Q. Do you recognize this document?
15 **A. I do.**
16 Q. And what is it?
17 **A. Exhibit 20 is a Trustee's Deed Upon Sale.**
18 Q. Is this something that is contained in Bank of
19 America's business records?
20 **A. I did not find it in our business records. I**
21 **just viewed it in preparation for today.**
22 Q. Did Bank of America attend the auction on
23 September 5th, 2012?
24 **A. Not to my knowledge.**
25 Q. Did U.S. Bank attend the auction on

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<p>1 September 5th, 2012?</p> <p>2 A. Not to my knowledge.</p> <p>3 Q. Do you know why not?</p> <p>4 A. No.</p> <p>5 Q. Does Bank of America or U.S. Bank have any</p> <p>6 information contained in its business records about the</p> <p>7 events of the auction on September 5th, 2012?</p> <p>8 A. No.</p> <p>9 Q. Does Bank of America have any reason to doubt</p> <p>10 the Notice of Sale that we marked as Exhibit 16 was</p> <p>11 posted on the property?</p> <p>12 MS. MORGAN: Objection; scope.</p> <p>13 THE WITNESS: I'm sorry, the question is, do we</p> <p>14 have any knowledge or any doubt that it was posted?</p> <p>15 BY MS. EBRON:</p> <p>16 Q. Correct.</p> <p>17 A. No. One way or the other.</p> <p>18 Q. Does Bank of America have any information or any</p> <p>19 reason to doubt, based on its business records, that the</p> <p>20 Notice of Trustee's Sale was published in a newspaper?</p> <p>21 MS. MORGAN: Objection; scope.</p> <p>22 THE WITNESS: Don't have -- there was nothing in</p> <p>23 the business records one way or the other.</p> <p>24 BY MS. EBRON:</p> <p>25 Q. Does Bank of America have any information about</p>	<p>1 THE WITNESS: We don't have any information one</p> <p>2 way or the other.</p> <p>3 BY MS. EBRON:</p> <p>4 Q. And to be clear, I'm not asking you to</p> <p>5 speculate. I'm just asking you, based on what you've</p> <p>6 seen in your business records, do you have any</p> <p>7 information about that?</p> <p>8 A. Correct. And, yes, I understand.</p> <p>9 Q. Does Bank of America have any information about</p> <p>10 whether or not the Notice of Default was posted on the</p> <p>11 property?</p> <p>12 A. No.</p> <p>13 Q. Did Bank of America ever hire outside counsel to</p> <p>14 handle the foreclosure notices received from the</p> <p>15 association?</p> <p>16 A. No.</p> <p>17 Q. And just to be clear, before the association</p> <p>18 foreclosure sale?</p> <p>19 A. No.</p> <p>20 Q. At the time those notices were received in 2010,</p> <p>21 and 2011 and 2012, I guess, did Bank of America have a</p> <p>22 policy or procedure for handling association foreclosure</p> <p>23 notices?</p> <p>24 A. Yes.</p> <p>25 Q. And what was that policy?</p>
Page 78	Page 80
<p>1 whether the Notice of Trustee's Sale was posted in three</p> <p>2 public places?</p> <p>3 MS. MORGAN: Objection; scope.</p> <p>4 THE WITNESS: I don't have any information one</p> <p>5 way or the other.</p> <p>6 BY MS. EBRON:</p> <p>7 Q. Does Bank of America have any information about</p> <p>8 whether or not the Notice of Trustee's Sale was</p> <p>9 personally served on the borrower?</p> <p>10 A. No.</p> <p>11 Q. Looking back at Exhibit 11, which is the Notice</p> <p>12 of Delinquent Assessments --</p> <p>13 A. Okay.</p> <p>14 Q. -- does Bank of America have any information or</p> <p>15 reason to -- information about, or reason to doubt, that</p> <p>16 the Notice of Delinquent Assessment was mailed to the</p> <p>17 borrower?</p> <p>18 A. The bank doesn't have information one way or the</p> <p>19 other.</p> <p>20 Q. Looking at Exhibit 12, does Bank of America have</p> <p>21 any information about whether or not the Notice of</p> <p>22 Default and Election to Sell Under Homeowners</p> <p>23 Association Lien was mailed to the borrower?</p> <p>24 MS. MORGAN: Objection; scope, calls for</p> <p>25 speculation.</p>	<p>1 A. Just, in general, the notices are sent -- we</p> <p>2 hire counsel, a notice is sent to counsel so they can be</p> <p>3 evaluated to determine if we are required to pay them.</p> <p>4 Q. But that didn't happen in this case; right?</p> <p>5 A. Correct.</p> <p>6 Q. Any idea why?</p> <p>7 A. No.</p> <p>8 Q. That's something that you looked for; right?</p> <p>9 A. Right.</p> <p>10 Q. Just a couple more documents. I'll show you a</p> <p>11 document that we'll mark as Exhibit 21. This is Bates</p> <p>12 stamped USBANK000117 through USBANK000121.</p> <p>13 (Exhibit 21 was marked for identification.)</p> <p>14 BY MS. EBRON:</p> <p>15 Q. Do you recognize this document or documents?</p> <p>16 A. I do not. And just for the record, part of 120</p> <p>17 and 121 has been cut off.</p> <p>18 Q. Right. And I think it is for all of the pages.</p> <p>19 This is one that I didn't catch in the reprint.</p> <p>20 But can you tell from the face of the document</p> <p>21 what it is?</p> <p>22 A. It is a Quitclaim Deed.</p> <p>23 Q. And a Quitclaim Deed to the borrower in this</p> <p>24 case, right, from her spouse?</p> <p>25 MS. MORGAN: Objection; the document speaks for</p>

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1 itself.
2 **THE WITNESS:** Yes. That's how it's outlined on
3 Page 117.
4 **BY MS. EBRON:**
5 Q. Is this something that would normally be
6 contained in Bank of America's business records?
7 A. Yes.
8 Q. And it may be there; you just didn't review
9 every document in the origination file; is that correct?
10 A. Correct.
11 Q. I'll show you a document that we'll mark as
12 Exhibit 22.
13 (Exhibit 22 was marked for identification.)
14 **THE WITNESS:** Okay.
15 **BY MS. EBRON:**
16 Q. Do you recognize this document?
17 A. Yes.
18 Q. What is it?
19 A. Exhibit 22 is titled a "Full Reconveyance."
20 Q. Do you know who prepared this document?
21 A. No.
22 Q. Is this something that's contained in Bank of
23 America's business records?
24 A. Yes.
25 Q. Do you know when it became a part of Bank of

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1 America's business records?
2 A. I do not. I don't recall when it was.
3 Q. Do you know when this was executed?
4 A. Yes.
5 Q. When is that?
6 A. It was executed on May 11th, 2007.
7 Q. Do you know Roxanne Bermea?
8 A. No.
9 Q. Does this Full Reconveyance relate to the Deed
10 of Trust we marked as Exhibit 4?
11 A. Yes.
12 Q. Do you know why this was recorded?
13 A. I do not.
14 Q. Did you look into why this was recorded in
15 preparation for your deposition?
16 A. I did. I didn't find any specific information.
17 Q. What did you do to see why this was recorded?
18 A. Well, I looked into our servicing notes and
19 determined why a Full Reconveyance was requested or
20 ordered to ReconTrust. I didn't find anything.
21 Q. Did you talk to ReconTrust?
22 A. I didn't.
23 Q. Did you talk to anyone else at Bank of America
24 about this Full Reconveyance?
25 A. No.

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1 Q. Do you know what a Full Reconveyance is?
2 A. Yes.
3 Q. What is that?
4 **MS. MORGAN:** Objection; calls for a legal
5 conclusion.
6 **THE WITNESS:** In general, it just basically
7 means there's no longer a debt on the loan.
8 **BY MS. EBRON:**
9 Q. In May of 2007 was that accurate?
10 A. No.
11 Q. When did -- well, does ReconTrust have an office
12 in Tempe, Arizona?
13 A. In 2007 or today?
14 Q. In 2007. Sorry.
15 A. It appears that they did, given by the recording
16 requested information.
17 Q. Is there any dispute that ReconTrust was the
18 entity that had this Full Reconveyance recorded?
19 A. Just based on looking at the document itself,
20 no.
21 Q. I'm going to show you a document that we'll mark
22 as Exhibit 23.
23 (Exhibit 23 was marked for identification.)
24 **THE WITNESS:** Okay.
25 ///

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1 **BY MS. EBRON:**
2 Q. Do you recognize this document?
3 A. I do.
4 Q. What is it that?
5 A. Exhibit 23 is a "Rescission of Full
6 Reconveyance."
7 Q. Do you know who prepared this document?
8 A. No.
9 Q. Do you know if it was someone at Bank of
10 America?
11 A. I don't know.
12 Q. Do you know if Daniel Leon is, or was in
13 November of 2013, an employee of Bank of America, N.A.?
14 A. I don't know.
15 Q. Is this document contained in Bank of America's
16 business records?
17 A. Yes.
18 Q. Do you know when it became a part of Bank of
19 America's business records?
20 A. I don't remember.
21 Q. Where would you look to find that out?
22 A. Our imaging system.
23 Q. And those -- the documents can be sorted by
24 date; is that correct?
25 A. Correct.

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1 Q. Did you see any notes in the servicing records
2 about this Rescission of Full Reconveyance?
3 A. You know, I'm drawing a blank. I don't recall.
4 Q. And where would you look to find out information
5 about this Rescission of Full Reconveyance?
6 A. I would go back to our AS-400 servicing notes to
7 review.
8 Q. Do you know why it took six years to record a
9 Rescission of Full Reconveyance?
10 A. I do not.
11 Q. Back in 2010, when ReconTrust recorded the
12 Notice of Default and Election to Sell Under Deed of
13 Trust that we looked at in Exhibit 9, would it have been
14 the policy, practice, and procedure of ReconTrust or
15 Bank of America to have a title report or a Trustee's
16 Sale Guarantee before recording a Notice of Default?
17 A. Yes.
18 Q. So -- well, did you see a Trustee's Sale
19 Guarantee or a title report from 2010?
20 A. Not -- I don't recall one way or the other.
21 Q. Do you know the specific date that the loan was
22 put into the trust?
23 A. No.
24 Q. The trust agreement that we looked at in
25 Exhibit 6, is dated July 1st, 2007; is that right?

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1 A. Sorry, Exhibit 6?
2 Q. Correct.
3 A. July 1st, 2007?
4 Q. Yes.
5 A. Yes.
6 Q. So is that an accurate date as to when the trust
7 was formed?
8 A. Well, the July 1st, 2007, is notated on
9 USBANK351, claims that that's the date of the trust
10 agreement.
11 Q. Right. And then on the page that's Bates
12 stamped USBANK000353 in the Recitals, it also mentions
13 the Pooling and Servicing Agreement as dated after
14 July 1st of 2007. Do you see that?
15 A. Yes.
16 Q. Do you see any reference to an earlier date as
17 to when the trust would have been formed before these
18 other documents, the trust agreement and the Pooling and
19 Servicing Agreement?
20 A. Yes.
21 Q. Where?
22 A. USBANK357 at the very top, the prospectus dated
23 April 26th, 2007.
24 Q. What's a prospectus?
25 A. Well, flipping through this Exhibit 6, there's

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1 no specific definition of prospectus. But, in general
2 terms, it's the preliminary terms of an agreement.
3 Q. So is a prospectus something that would be
4 prepared in advance of an agreement before it was
5 formally agreed to?
6 MS. MORGAN: Objection; calls for a legal
7 conclusion and exceeds the scope of the topics.
8 THE WITNESS: Again, that's my own definition,
9 given that it's not -- the specific definition is not
10 outlined in this document.
11 BY MS. EBRON:
12 Q. Do you know if -- and I apologize if I asked
13 this before -- but do you know if U.S. Bank ordered a
14 title report for this property before the loan was put
15 into the trust?
16 MS. MORGAN: Objection; scope.
17 THE WITNESS: That's typically left up to the
18 servicer, so I don't know.
19 BY MS. EBRON:
20 Q. Back on Exhibit 23, it says that the -- well,
21 I'm paraphrasing -- that the Deed of Trust, the one that
22 we marked as Exhibit 24 (sic), was erroneously or
23 fraudulently reconveyed, and it references the Full
24 Reconveyance that we marked as Exhibit 22. Do you see
25 that?

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1 A. Yes.
2 Q. Do you know if the reconveyance was erroneous or
3 fraudulent?
4 MS. MORGAN: Objection; scope.
5 THE WITNESS: I don't.
6 BY MS. EBRON:
7 Q. In your review of the file, did you see any
8 evidence that there was an investigation into the
9 reconveyance?
10 MS. MORGAN: Objection; scope.
11 THE WITNESS: I don't recall.
12 BY MS. EBRON:
13 Q. Did you see any evidence that anyone was
14 prosecuted for committing fraud?
15 A. No.
16 MS. EBRON: I'm going to show you a document
17 that we'll mark as Exhibit 24.
18 (Exhibit 24 was marked for identification.)
19 BY MS. EBRON:
20 Q. And I actually think there may be multiple
21 documents. They're Bates stamped USBANK000382 through
22 000390.
23 A. Okay.
24 Q. Do you recognize these documents?
25 A. I do. They're various letters that were sent by

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1 **Bank of America to various entities while we were**
2 **servicing the loan.**
3 Q. And the page that's Bates stamped USBANK000382,
4 does it state that effective November 30th, 2013, Bank
5 of America, N.A. will be transferring servicing
6 responsibility for the first-lien mortgage listed above
7 to Nationstar Mortgage, LLC?
8 **A. Yes.**
9 Q. So is it fair to say that as of November 30th,
10 2013, Nationstar took over servicing and Bank of America
11 was no longer servicer for this loan?
12 **A. Correct.**
13 Q. I just wanted to nail down the actual date.
14 **MS. EBON:** Counsel, if you want to go ahead and
15 ask questions --
16 **MR. ROTHENBERG:** You've actually covered them
17 all, so --
18 **MS. EBON:** Let me just look really quick and
19 see if there's anything else.
20 **BY MS. EBON:**
21 Q. Okay, I do have a couple more.
22 Does Bank of America currently have any interest
23 in the First Deed of Trust?
24 **A. No.**
25 Q. Does Bank of America have any current interest

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1 in the Promissory Note?
2 **A. No.**
3 Q. And just to be clear, on the date of the
4 association foreclosure sale on September 5th, 2012,
5 Bank of America was only the servicer of the loan;
6 correct?
7 **MS. MORGAN:** Hang on. What was the question?
8 **BY MS. EBON:**
9 Q. On the date of the association foreclosure sale
10 on September 5th, 2012, Bank of America was only the
11 servicer of the loan?
12 **A. Correct.**
13 **MS. MORGAN:** Wait. Objection; form.
14 **BY MS. EBON:**
15 Q. Was Bank of America the investor on
16 September 5th of 2012?
17 **A. No.**
18 Q. And there was a recorded assignment of the Deed
19 of Trust to Bank of America at that time; correct?
20 **A. I'd have to go back and look at the dates again.**
21 Q. There were two. There were two assignments at
22 that time.
23 **A. I'm sorry, the question again?**
24 Q. At the time of the association foreclosure sale,
25 there was an assignment of the Deed of Trust to Bank of

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1 America; correct?
2 **MS. MORGAN:** Objection; form, and calls for a
3 legal conclusion.
4 **THE WITNESS:** I'm sorry, can we go off? I
5 thought there was another assignment. It's -- weren't
6 we searching for another assignment?
7 **BY MS. EBON:**
8 Q. Oh, yeah. We did. We got that. That was to
9 U.S. Bank in 2013.
10 **A. What exhibit number was that? I'm sorry.**
11 Q. Let me find it for you.
12 **A. Oh, here it is, 19.**
13 Q. So it's Exhibit 19.
14 **A. Okay. So, again, to make sure I understand your**
15 **question, as of the date of the association foreclosure**
16 **sale, was there an assignment to Bank of America?**
17 Q. Yes.
18 **A. Yes.**
19 Q. And that assignment also referenced the Note?
20 **MS. MORGAN:** Objection; the document speaks for
21 itself.
22 **THE WITNESS:** Yes.
23 **BY MS. EBON:**
24 Q. But your testimony is that Bank of America did
25 not own the Note at that time?

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1 **MS. MORGAN:** Objection; form.
2 **THE WITNESS:** Correct.
3 **BY MS. EBON:**
4 Q. When did Bank of America learn about SFR's
5 interest in the property?
6 **A. How are you defining "interest"?**
7 Q. As explained in the Trustee's Deed Upon Sale.
8 **A. I am not sure when we became aware.**
9 Q. Is there anything in Bank of America's business
10 records that suggest that it knew about SFR's interest
11 in the property before the letter was sent by the
12 borrower, the one that we marked as Exhibit 18?
13 **A. And, again, you're defining a trust as outlined**
14 **in the Trustee's Sale Deed?**
15 Q. Yes. The Trustee's Deed Upon Sale, the one that
16 we marked as Exhibit 20.
17 **A. You know, I don't remember.**
18 Q. Is it fair to say that as of October 29th, 2012,
19 Bank of America would have known due to the letter from
20 the borrower?
21 **MS. MORGAN:** Objection; form.
22 **THE WITNESS:** I'm sorry, the question one more
23 time.
24 **THE REPORTER:** "Is it fair to say that as of
25 October 29th, 2012, Bank of America would have known due

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1 to the letter from the borrower?"
2 **THE WITNESS:** Yes.
3 **BY MS. EBRON:**
4 Q. How much did Bank of America pay for its
5 interest in the First Deed of Trust?
6 **MS. MORGAN:** Objection; form.
7 **THE WITNESS:** Again, how are you defining
8 "interest"?
9 **BY MS. EBRON:**
10 Q. Well, we can break it down if that's easier.
11 Did Bank of America pay anything for the
12 servicing rights?
13 **A. No, not that I'm aware of.**
14 Q. Was Bank of America paid to be the servicer?
15 **A. Yes.**
16 Q. How much did the trust of which U.S. Bank was a
17 trustee pay for its interest in the loan?
18 **MS. MORGAN:** Objection; form.
19 **THE WITNESS:** I don't know.
20 **BY MS. EBRON:**
21 Q. Did U.S. Bank pay anything to be the investor?
22 **A. I don't know.**
23 Q. Who would know that?
24 **A. I am not sure.**
25 Q. When the loan was transferred to the trust, did

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1 Countrywide or Bank of America receive any compensation?
2 **A. I don't know.**
3 Q. Who would know that?
4 **A. In 2007, I'm not sure.**
5 Q. Do you know where you would look to find out
6 that information?
7 **A. I don't know if it's notated in the PSA or not.**
8 Q. Can you tell me what you did to prepare for
9 Topic No. 5 in Bank of America's deposition notice?
10 **A. No. 5?**
11 Q. Correct.
12 **A. I wasn't sure what was meant by "transferring**
13 **its interest" in the Deed of Trust.**
14 Q. So did you ask what that meant?
15 **THE WITNESS:** Not that I recall.
16 **MS. MORGAN:** Objection, to the extent it calls
17 for attorney-client privilege.
18 **THE WITNESS:** Not that I recall.
19 **BY MS. EBRON:**
20 Q. So because you didn't understand what
21 "transferred its interest" meant, you didn't do anything
22 to prepare for the topic?
23 **MS. MORGAN:** Objection; misstates prior
24 testimony.
25 ///

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1 **BY MS. EBRON:**
2 Q. Well, did you do anything?
3 **A. Well, as I stated earlier, as I wasn't sure what**
4 **the question meant, then it was hard to prepare for.**
5 Q. Did you make any attempt to prepare for
6 Topic No. 5?
7 **A. Well, again --**
8 **MS. MORGAN:** I'll object to the extent it calls
9 for attorney-client privilege.
10 **THE WITNESS:** And being unclear of the question,
11 it made it difficult to prepare for.
12 **BY MS. EBRON:**
13 Q. What about the part that says the amount BANA
14 was paid for its interest in the First Deed of Trust
15 and/or underlying Promissory Note? Did you understand
16 what that meant?
17 **A. Not what it meant by that part of the question**
18 **meaning its interest.**
19 Q. What did you do to prepare for Topic No. 6?
20 **A. I reviewed our servicing records.**
21 Q. Anything else?
22 **A. Not that I can recall.**
23 Q. We already established that you didn't talk to
24 anybody at ReconTrust about the Rescission of Full
25 Reconveyance; right?

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1 **A. Correct.**
2 Q. What did you do to prepare for Topic Number 2 in
3 U.S. Bank's deposition notice that's marked as Exhibit
4 No. 2?
5 **A. I looked for the information in our servicing**
6 **records.**
7 Q. Where specifically in your servicing records did
8 you look?
9 **A. In our AS-400 servicing notes.**
10 Q. Is that something that you would typically see
11 in the AS-400 notes?
12 **A. I'm not sure.**
13 Q. Have you ever seen the amount paid by the
14 investor in the AS-400 servicing notes in all of the
15 files that you've ever reviewed?
16 **MS. MORGAN:** Objection; scope.
17 **THE WITNESS:** You know, I only looked for it --
18 I can only attest to this loan, and I didn't find
19 information.
20 **BY MS. EBRON:**
21 Q. Did you look for it in the Lotus Note database?
22 **A. No.**
23 Q. But that's where you found the Pooling and
24 Servicing Agreement?
25 **A. Correct.**

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1 Q. Where was the trust agreement stored in Bank of
2 America's business records?
3 **MS. MORGAN:** Objection; scope.
4 **THE WITNESS:** The trust agreement?
5 **BY MS. EBRON:**
6 Q. Right. The one that we have marked as
7 Exhibit 6.
8 **A. I don't know. It has a web site, sec.gov web**
9 **site noted on the document.**
10 Q. Is that where Bank of America stores trust
11 agreements?
12 **MS. MORGAN:** Objection; scope.
13 **THE WITNESS:** I don't know, again, where this
14 particular document was retrieved from.
15 **BY MS. EBRON:**
16 Q. Do you know if U.S. Bank keeps a copy of the
17 documents in which it had obtained an interest in the
18 Deed of Trust?
19 **MS. MORGAN:** Objection; scope.
20 **THE WITNESS:** I don't know.
21 **BY MS. EBRON:**
22 Q. Did you ask anyone at U.S. Bank?
23 **A. No.**
24 Q. Why not?
25 **MS. MORGAN:** Objection; scope.

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1 **BY MS. EBRON:**
2 Q. It's 2 of U.S. Bank depo notice.
3 **MS. MORGAN:** But you're asking where documents
4 are stored, and I don't think that's part of 2, so
5 that's my objection.
6 **MS. EBRON:** I actually just asked if she talked
7 to anybody at U.S. Bank and --
8 **MS. MORGAN:** About where they were stored;
9 right?
10 **MS. EBRON:** If they had any documents.
11 **MS. MORGAN:** Right. And I'm objecting that it's
12 outside the scope of Topic Number 2.
13 But to the extent you know, you can answer.
14 **THE WITNESS:** So what was the question?
15 (Discussion held off the record.)
16 **BY MS. EBRON:**
17 Q. Okay. Let's start with this one: Did you ask
18 U.S. Bank if they had any documents about the
19 transaction through which they obtained an interest in
20 this loan?
21 **MS. MORGAN:** Objection; scope.
22 **THE WITNESS:** No.
23 **BY MS. EBRON:**
24 Q. Is there a reason why you didn't talk to someone
25 at U.S. Bank?

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1 **A. No.**
2 Q. So am I correct to understand that once you
3 looked through the AS-400 before and did not see any
4 information about the price the trust paid for the loan,
5 that you stopped looking?
6 **MS. MORGAN:** Objection; misstates prior
7 testimony.
8 **THE WITNESS:** I believe I also said reviewed
9 the -- pulling the servicing agreement.
10 **BY MS. EBRON:**
11 Q. And was there any information in there about the
12 price?
13 **A. Not that I recall.**
14 Q. And I believe earlier you said that you did not
15 see a schedule of loans?
16 **A. Correct.**
17 Q. Did you look for a schedule of loans?
18 **A. Yes.**
19 Q. And where did you look?
20 **A. In Lotus Notes.**
21 Q. In your review of the file, did you see any
22 other communications with the association or Alessi &
23 Koenig other than the ones in Exhibit 17? Exhibit 17
24 were the foreclosure notes that were received by Bank of
25 America.

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1 **A. No.**
2 Q. And besides the letter in Exhibit 18, you didn't
3 see any additional communications with the borrower
4 about the association lien, foreclosure or assessments?
5 **A. Correct.**
6 Q. Was there anything that the association did that
7 prevented Bank of America from making a payment on the
8 lien?
9 **A. Not to my knowledge.**
10 Q. Similarly, was there anything that Alessi &
11 Koenig did that prevented Bank of America from making a
12 payment on the association lien?
13 **MS. MORGAN:** Objection; exceeds the scope.
14 **THE WITNESS:** Not to my knowledge.
15 **BY MS. EBRON:**
16 Q. Did Bank of America ever file a civil or
17 administrative action challenging the association lien
18 or foreclosure sale before the date of the foreclosure
19 sale?
20 **A. Not to my knowledge.**
21 Q. Are there any internal communications about the
22 association foreclosure notices? I know you mentioned
23 that there were some servicing notes, but did you see
24 any references to communications about the foreclosure
25 notices?

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<p>1 A. Not that I can recall, no. 2 Q. Did you look in the MRT file? 3 A. The MRT file? 4 Q. Yes. 5 A. Yes. 6 Q. And did you see any reference to the association 7 foreclosure or lien in the MRT file? 8 A. No. 9 Q. And that's where you would expect to see 10 information about whether or not outside counsel was 11 hired in relation to the foreclosure notices? 12 A. Yes. 13 Q. Was U.S. Bank aware of any other entity at the 14 time of the association foreclosure sale that claimed an 15 interest in the First Deed of Trust? 16 A. I didn't hear all that. 17 Q. Was U.S. Bank aware of any other entity that 18 claimed an interest in the first Deed of Trust at the 19 time of the association foreclosure sale? 20 MS. MORGAN: Objection; form, calls for a legal 21 conclusion. 22 THE WITNESS: I don't know. 23 BY MS. EBRON: 24 Q. You would have seen in your review of the 25 records if, for example, Fannie Mae claimed an interest</p>	<p>1 Q. Did U.S. Bank take any action to protect its 2 interest in the First Deed of Trust after the 3 association was enforcing its lien on the property? 4 MS. MORGAN: Objection; form, calls for a legal 5 conclusion. 6 THE WITNESS: Not to my knowledge. 7 BY MS. EBRON: 8 Q. Did U.S. Bank have any practices, policies, or 9 procedures applicable to the property for handling 10 association liens? That's from origination to the date 11 of the foreclosure sale. 12 A. Not to my knowledge. 13 Q. What is U.S. Bank's factual basis for its 14 foundation that the First Deed of Trust was not 15 extinguished by the association foreclosure sale? 16 MS. MORGAN: Objection; calls for a legal 17 conclusion, and form. 18 THE WITNESS: The question again? 19 (Discussion held off the record.) 20 MS. EBRON: What is U.S. Bank's factual basis 21 for its allegation that the First Deed of Trust was not 22 extinguished by the association foreclosure sale? 23 MS. MORGAN: Same objections. 24 THE WITNESS: That the Deed of Trust was not 25 extinguished?</p>
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<p>1 in the Deed of Trust or the loan at the time of the 2 sale? 3 A. I'm not sure I follow your question. 4 Q. Do you know if this was ever a Fannie Mae loan? 5 A. It was not. 6 Q. Do you know if this was ever a Freddie Mac loan? 7 A. It was not. 8 Q. Did you know if this loan was ever FHA insured? 9 A. It was not. 10 (Discussion held off the record.) 11 MS. EBRON: Let's stay off the record for a 12 second. 13 (Pause in proceedings.) 14 BY MS. EBRON: 15 Q. Were there any communications between U.S. Bank 16 and Bank of America that mention the association lien, 17 assessments, or foreclosure as it relates to the 18 property? 19 A. No. 20 Q. And I asked before about Bank of America 21 attempting -- or not attempting to make a payment -- but 22 is that the same for U.S. Bank? Is it fair to say that 23 U.S. Bank did not attempt to make any payment on the 24 association lien? 25 A. Correct.</p>	<p>1 BY MS. EBRON: 2 Q. Correct. 3 A. I'm not sure. 4 Q. What did you do to prepare for Topic No. 17 in 5 U.S. Bank's depo notice? 6 MS. MORGAN: And I'll object to the extent it 7 calls for information protected by the attorney-client 8 privilege. 9 THE WITNESS: I reviewed the documents that -- 10 some of the documents that were produced, including the 11 responses. 12 BY MS. EBRON: 13 Q. What is -- sorry. Was there anything else? 14 A. No. 15 Q. What is U.S. Bank's factual basis for its 16 allegation, if any, that SFR is not a bona fide 17 purchaser for value? 18 MS. MORGAN: Objection; calls for a legal 19 conclusion. 20 THE WITNESS: How are you defining "bona fide 21 purchaser"? 22 BY MS. EBRON: 23 Q. Well, I can break it down, the question. 24 Is there a presale dispute that Bank of America 25 or U.S. Bank contends it had with the association?</p>

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1 **A. Not that I'm aware of.**
2 Q. Is there anything about the sale itself that
3 U.S. Bank claims was unfair?
4 **MS. MORGAN:** Objection; form.
5 **THE WITNESS:** Not that I'm aware.
6 **BY MS. EBRON:**
7 Q. Does U.S. Bank contend that SFR knew something
8 before the sale that would have caused SFR to know about
9 a presale dispute?
10 **MS. MORGAN:** Objection; form.
11 **THE WITNESS:** Yeah, can you repeat the question?
12 I'm not sure --
13 **BY MS. EBRON:**
14 Q. It's hard, because I think you just said that
15 there was a presale dispute, so --
16 **A. I don't think I understand.**
17 Q. Does U.S. Bank allege that SFR knew there was
18 some type of problem with the association foreclosure
19 sale before it purchased the property?
20 **MS. MORGAN:** Objection; calls for a legal
21 conclusion, form.
22 **THE WITNESS:** The question one more time. I'm
23 sorry.
24 **THE REPORTER:** "Does U.S. Bank allege that SFR
25 knew there was some type of problem with the association

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1 foreclosure sale before it purchased the property?"
2 **THE WITNESS:** Well, U.S. Bank doesn't know what
3 SFR was aware of, so it's hard to say one way or the
4 other.
5 **BY MS. EBRON:**
6 Q. Okay. But there's nothing in your file that
7 suggests that SFR knew something was wrong with the
8 association foreclosure proceedings before the sale;
9 right?
10 **A. Correct.**
11 Q. What is U.S. Bank's factual basis for its
12 allegation that the circumstances surrounding the
13 association foreclosure sale constitute fraud?
14 **MS. MORGAN:** Objection; calls for a legal
15 conclusion.
16 **THE WITNESS:** I don't know.
17 **BY MS. EBRON:**
18 Q. What is U.S. Bank's factual basis for its
19 allegation, if any, that the circumstances surrounding
20 the association foreclosure sale constitute oppression?
21 **MS. MORGAN:** Objection; calls for a legal
22 conclusion.
23 **THE WITNESS:** I don't know.
24 **BY MS. EBRON:**
25 Q. I think I already asked this, but just in case:

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1 What is U.S. Bank's factual basis for its allegation, if
2 any, that the circumstances surrounding the association
3 foreclosure sale constitute unfairness?
4 **THE WITNESS:** I don't know.
5 **MS. MORGAN:** Objection; calls for a legal
6 conclusion.
7 **BY MS. EBRON:**
8 Q. And are there any provisions in the Pooling and
9 Servicing Agreement that reference the association or
10 are applicable to association liens?
11 **A. Not that I've seen.**
12 Q. During the time leading up to the association
13 foreclosure sale, did U.S. Bank have a specific policy
14 that it required its servicers to follow when it came to
15 association foreclosure liens -- or association
16 foreclosure sales?
17 **A. Yes.**
18 Q. And what was that?
19 **A. Well, it's just the general practice that the**
20 **servicer is to protect the priority lien, the mortgage**
21 **loan lien according to applicable state laws.**
22 Q. Is there something in the agreement between
23 U.S. Bank and its servicer that provides remedies to
24 U.S. Bank if the servicer does not follow that general
25 practice?

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1 **MS. MORGAN:** Objection; scope.
2 **THE WITNESS:** I'm not sure.
3 **MS. EBRON:** I think I'm done.
4 Do you have any questions?
5 **MR. ROTHENBERG:** No, I'm good.
6 **MS. MORGAN:** I don't have any questions.
7 (The deposition concluded at 12:42 p.m.)
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1 CERTIFICATE OF DEPONENT
2 PAGE LINE CHANGE REASON
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12 _____
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18
19 * * * * *
20 I, DIANE DELONEY, deponent herein, do hereby certify
21 and declare that the within and foregoing transcription
22 to be my deposition in said action; that I have read,
23 corrected and do hereby affix my signature to said
24 deposition, under penalty of perjury.
25
26 _____
27 DIANE DELONEY, Deponent Date

1 CERTIFICATE OF REPORTER
2 STATE OF NEVADA }
3 COUNTY OF CLARK } SS:
4 I, Jean M. Dahlberg, a duly commissioned and licensed
5 Court Reporter, Clark County, State of Nevada, do hereby
6 certify: That I reported the taking of the deposition
7 of the deponent, Diane Deloney, commencing on Wednesday,
8 June 15, 2016, at 9:05 a.m.
9 That prior to being examined, the deponent was, by
10 me, duly sworn to testify to the truth. That I
11 thereafter transcribed my said shorthand notes into
12 typewriting and that the typewritten transcript of said
13 deposition is a complete, true and accurate
14 transcription of said shorthand notes.
15 I further certify that I am not a relative or
16 employee of an attorney or counsel of any of the
17 parties, nor a relative or employee of an attorney or
18 counsel involved in said action, nor a person
19 financially interested in the action.
20 IN WITNESS WHEREOF, I have hereunto set my hand in my
21 office in the County of Clark, State of Nevada, this
22 22nd day of June, 2016.
23
24 _____
25 JEAN M. DAHLBERG, RPR, CCR NO. 759, CSR 11715

30(b)(6) U.S. Bank & Bank of America, N.A. - Diane Deloney - June 15, 2016
U.S. Bank, National Association vs. Southern Highlands Community, et al.

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STATE OF NEVADA)
) SS:
COUNTY OF CLARK)

That prior to being examined, the deponent was, by me, duly sworn to testify to the truth. That I thereafter transcribed my said shorthand notes into typewriting and that the typewritten transcript of said deposition is a complete, true and accurate transcription of said shorthand notes.

I further certify that I am not a relative or employee of an attorney or counsel of any of the parties, nor a relative or employee of an attorney or counsel involved in said action, nor a person financially interested in the action.

IN WITNESS WHEREOF, I have hereunto set my hand in my
office in the County of Clark, State of Nevada, this
22nd day of June, 2016.

Jean M. Hallberg

JEAN M. DAHLBERG, RPR, CCR NO. 759, CSR 11715

EXHIBIT H-3

Woodbridge Deposition Transcript

30(b)(6) Jessica Woodbridge - 10/21/2015
SFR Investments Pool 1, LLC vs. US Bank, N.A., et al.

1	DISTRICT COURT	1	and duly sworn, was taken in the above-styled and
2	CLARK COUNTY, NEVADA	2	numbered cause on October 21, 2015, from 3:22 p.m. to
3	SFR INVESTMENTS POOL 1, LLC a) Case No. A-12-673671-C	3	5:18 p.m., before April R. Eichelberger, CSR in and for
4	Nevada limited liability company,) Plaintiff,	4	the State of Texas, reported by machine shorthand, at
5	vs.)	5	the law offices of Akerman, LLP, 2001 Ross Avenue,
6	US BANK, N.A., a national banking) ORAL DEPOSITION OF	6	Suite 2550, Dallas, Texas, pursuant to the Nevada Rules
7	association as Trustee for the) JESSICA WOODBRIDGE, AS	7	of Civil Procedure and the provisions stated on the
8	Certificate Holders of the Banc) US BANK N.A. 30(b)(6)	8	record or attached hereto.
9	of America Mortgage Securities) VOLUME 1	9	
10	2008-A Trust, Mortgage Pass-) Date: October 21, 2015	10	
11	Through Certificates, Series)	11	
12	2008-A, CAL-WESTERN RECONVEYANCE)	12	
13	CORPORATION, a California)	13	
14	corporation, SAN SEVINO WEST AT)	14	
15	SOUTHERN HIGHLANDS HOMEOWNERS)	15	
16	ASSOCIATION, a Nevada non-profit)	16	
17	corporation, SOUTHERN HIGHLANDS)	17	
18	COMMUNITY ASSOCIATION, a Nevada)	18	
19	non-profit corporation, GEORGE)	19	
20	A. SHERWOOD, an individual,)	20	
21	SHARON L. SHERWOOD, an individual,)	21	
22	DOES I through X; and ROE)	22	
23	CORPORATIONS I through X,)	23	
24	inclusive,)	24	
25	Defendants.)	25	
16	U.S. BANK, N.A., as Trustee for)	16	
17	the Certificate Holders of the Banc)	17	
18	of America Mortgage Securities)	18	
19	2008-A Trust, Mortgage Pass-Through)	19	
20	Certificates, Series 2008-A,)	20	
21	Counterclaimant.)	21	
22	vs.)	22	
23	SFR INVESTMENTS POOL 1, LLC, a)	23	
24	Nevada limited liability company,)	24	
25	DOES 1-10, inclusive; ROE)	25	
	CORPORATIONS 1-10, inclusive,)		
	Counterdefendants.)		
	ORAL DEPOSITION OF JESSICA WOODBRIDGE, produced as a		
	witness at the instance of the Plaintiff/Counterdefendant.		
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7	Henderson, Nevada 89014	7	Examination by Ms. Ebron.....6
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1 Q. Is there anything different about your
2 previous background or your duties at Bank of America
3 since the last time I took your deposition?
4 A. I don't believe so. Everything seems -- I
5 believe everything is the same.
6 Q. Will you look at what's been marked Exhibit 1,
7 please.
8 A. Okay.
9 Q. Do you recognize that document?
10 A. Yes.
11 Q. Have you had a chance to review it before
12 today?
13 A. Yes.
14 Q. When was the first time that you saw this
15 document?
16 A. I'm not sure if I saw this exact document, but
17 I believe it was sometime last week, but a version of
18 the Notice of Deposition.
19 Q. When did you first find out that you were
20 going to be testifying as the 30(b)(6) witness for
21 U.S. Bank, N.A.?
22 A. I believe it was either last week or the week
23 before.
24 Q. Since you're employed by Bank of America, why
25 are you the person who was designated to testify on

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1 P R O C E E D I N G S
2 (Exhibits 1 through 8 were marked.)
3 JESSICA WOODBRIDGE,
4 having been first duly sworn, testified as follows:
5 EXAMINATION
6 BY MS. EBON:
7 Q. Good morning. Can you please -- I guess it's
8 afternoon now. Can you please state your name for the
9 record.
10 A. Jessica Woodbridge.
11 Q. Are you employed?
12 A. Yes.
13 Q. Who is your employer?
14 A. Bank of America, N.A.
15 Q. Where is your office located?
16 A. It is located in Plano, Texas.
17 Q. We've taken your deposition before in a
18 different case where SFR Investments Pool 1 is involved.
19 Do you recall that?
20 A. Yes.
21 Q. Counsel and I have spoken before we went on
22 the record and agreed that we could incorporate
23 testimony from your previous depositions on your
24 background. Is that okay with you?
25 A. Yes.

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1 behalf of U.S. Bank, N.A.?
2 A. Bank of America, N.A. is the servicer for the
3 trust where U.S. Bank is the trustee.
4 Q. And just for the record, the trust we're
5 talking about is Banc of America Mortgage Securities
6 2008-A Trust, Mortgage Pass-Through Certificates, Series
7 2008-A; is that correct?
8 A. Yes.
9 MR. BRENNER: I just want to correct
10 something because I think if I do it now it's going to
11 save a heck of a lot of time rather than create more
12 confusion. You said Bank of America is the servicer?
13 THE WITNESS: Sorry. Bank of America was
14 the servicer during the time of the HOA foreclosure
15 sale.
16 Q. (BY MS. EBON) Who is the servicer now?
17 A. I believe it's Specialized Loan Servicing.
18 Q. From what date to what date was Bank of
19 America servicer for this loan?
20 A. I believe that we -- Bank of America was the
21 servicer from the -- from origination, and I'm not sure
22 of the exact date of the service transfer but believe it
23 was sometime in 2013.
24 Q. Let's go back to the deposition notice. On
25 page 2 it defines "property" as 11577 Capanna Rosso

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30(b)(6) Jessica Woodbridge - 10/21/2015
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1 Place, Las Vegas, Nevada 89141, Parcel
2 Number 191-05-27-040. Whenever I refer to "the
3 property," I'm going to be referring to the property on
4 Capanna Rosso; is that okay?
5 A. Yes.
6 Q. Also when I refer to "the association," I will
7 be, unless I otherwise specify, referring to Southern
8 Highlands Community Association. In addition, when I
9 talk about "the foreclosure sale" or "the date of the
10 foreclosure sale," I'll be referring to the auction that
11 was held on September 5th, 2012, by Alessi & Koenig LLC
12 on behalf of the association; is that okay?
13 A. Okay.
14 Q. When I talk about "the borrowers," I'll be
15 referring to George A. Sherwood and Sharon L. Sherwood.
16 If you could turn to page 3, please.
17 There are topics that start with Number 1 and go through
18 30 on page 7. Have you had a chance to review those
19 topics?
20 A. Yes.
21 Q. Are you prepared to testify on those topics
22 today?
23 A. Yes.
24 Q. And you're the person that U.S. Bank has
25 designated to testify on its behalf?

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1 Q. Who was that?
2 A. I believe her name is Antonia Hood.
3 Q. Can you spell that, her last name?
4 A. H-O-O-D.
5 Q. Anyone else?
6 A. I can't think of anyone else at this time.
7 Q. Did you communicate with anyone from U.S. Bank
8 in preparation for your deposition?
9 A. I did not communicate with anyone directly
10 from U.S. Bank.
11 Q. Did you communicate with anyone who did
12 communicate with U.S. Bank in preparation for your
13 deposition today?
14 MR. BRENNER: Calls for speculation.
15 A. Yeah, I don't know. I don't know if other --
16 if they communicated with U.S. Bank.
17 Q. (BY MS. EBRON) What was the e-mail with
18 Antonia Hood about?
19 A. She just informed me of the communications
20 from U.S. Bank and from SLS, the new servicer.
21 Q. What communications with U.S. Bank?
22 A. Just their knowledge of the topics from this
23 deposition, the notice that they were asked about.
24 Q. What did Antonia Hood tell you about the
25 communications with U.S. Bank and SLS?

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1 A. Yes.
2 MR. BRENNER: Subject to the limitations
3 by the Court as agreed to by the parties.
4 Q. (BY MS. EBRON) Can you -- actually, can you
5 tell me what you did to prepare for your deposition
6 today?
7 A. I reviewed the deposition notice. I looked at
8 the servicing records of Bank of America, N.A. I also
9 reviewed information from U.S. Bank, N.A. as well as the
10 new servicer. And I looked at documents on the Bank of
11 America platform -- servicing platforms and met with
12 attorneys, my -- the attorneys for this case.
13 Q. Did you meet with anyone else besides your
14 attorneys?
15 A. No.
16 Q. Did you speak to anyone else besides your
17 attorneys about -- in preparation for your deposition
18 today?
19 A. I did not speak with anyone.
20 Q. Did you communicate in another way with anyone
21 else about preparation for your deposition today?
22 A. Yes.
23 Q. Who?
24 A. I spoke with somebody else in the MRT
25 department, e-mailed communication.

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1 A. Just in general that U.S. Bank has no
2 knowledge of -- you know, it was -- I mean, there's many
3 topics on here where U.S. Bank was asked specifically
4 about their knowledge of certain things, and so they
5 were -- she was just saying that in general they don't
6 have any knowledge. And then also their document
7 retention policy of U.S. Bank and confirming with SLS
8 that their records also show that U.S. Bank is still the
9 trustee for this loan.
10 Q. So did -- I'm sorry. Is it Antonio or
11 Antonia?
12 A. Antonia.
13 Q. Ms. Hood?
14 A. Yeah.
15 Q. Did she communicate with U.S. Bank and that's
16 how she knows that information to tell you about what
17 they know or don't know?
18 MR. BRENNER: Calls for speculation.
19 A. The e-mail wasn't clear of how she knew that
20 information.
21 Q. (BY MS. EBRON) And so you sent an e-mail, and
22 Ms. Hood sent you an e-mail back saying that U.S. Bank
23 and SLS don't have any knowledge of the topics?
24 A. No.
25 Q. What did the e-mail say?

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1 A. I didn't e-mail her. She e-mailed me.
2 Q. Okay. So she just sent an e-mail and had
3 already received a copy of the deposition notice and
4 then said what?
5 A. She just outlined, again, the answers from the
6 deposition notice that Bank of America, N.A.'s records
7 would not reflect, that we needed to reach out to
8 U.S. Bank for -- or SLS for that information.
9 Q. Do you know what Ms. Hood's title is?
10 A. I believe that she is a mortgage resolution --
11 MRT specialist.
12 Q. Do you know where her office is located?
13 A. I do not.
14 Q. Is there somewhere that you would look to find
15 that information?
16 A. I could look in the company's directory.
17 Q. So did she give you any information in that
18 e-mail that you need to rely on today for your testimony
19 on these topics?
20 A. It would depend. It, I guess, depends on the
21 questions that I'm asked.
22 Q. For example, you mentioned the document
23 retention policy. Were you provided a copy of the
24 document -- of U.S. Bank's document retention policy in
25 the e-mail?

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1 e-mailed someone and this is how I know to tell you for
2 the deposition?
3 A. I'm not sure. I just don't remember if it
4 said that or not.
5 Q. Do you still have a copy of that e-mail?
6 A. Yes.
7 Q. Can you provide that, please?
8 MR. BRENNER: We'll meet and confer about
9 that, whether it's appropriate for production.
10 MS. EBRON: Are you claiming a privilege?
11 MR. BRENNER: I don't know. You just
12 asked for it.
13 MS. EBRON: It was actually one of the
14 topics, but let's keep going.
15 Q. (BY MS. EBRON) What about from SLS, did
16 Ms. Hood give you any information specifically from SLS?
17 A. Yes.
18 Q. What was that?
19 A. That SLS confirms that U.S. Bank is the
20 trust -- is still in their records show -- or that
21 U.S. Bank is still the trustee and that the trust is
22 still showing as the investor for this property.
23 Q. When was this e-mail?
24 A. It was sent to me today.
25 Q. Do you know who the person at SLS was that

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1 MR. BRENNER: Foundation, assumes facts
2 not in evidence.
3 A. I was not given -- there was not -- no
4 attachments to the e-mail.
5 Q. (BY MS. EBRON) Okay. Was there information
6 contained in the e-mail about the document retention
7 policy for U.S. Bank?
8 A. Yes.
9 Q. And what was that information?
10 A. Just that they -- if they had received a
11 document, they would scan the document, save the
12 document, and forward it to the servicer.
13 Q. And where did that information come from
14 originally? Was that something that Ms. Hood knew from
15 personally working at U.S. Bank or some other way?
16 MR. BRENNER: Foundation.
17 A. I don't know.
18 Q. (BY MS. EBRON) Did the e-mail indicate where
19 Ms. Hood obtained that information from?
20 A. My understanding is that it was from
21 U.S. Bank, but I'm not sure if the e-mail indicated that
22 or if I just was assuming that it was directly from
23 U.S. Bank itself.
24 Q. So it didn't say in the e-mail, oh, I talked
25 to so and so at U.S. Bank or I talked to a contact or

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1 provided the information about the records showing
2 U.S. Bank is still the trustee and the trust is still --
3 and that the loan is still under this trust?
4 A. No.
5 Q. Okay. Other than your counsel and Ms. Hood,
6 did you communicate with anyone else about the
7 deposition topics in preparation for your deposition
8 today?
9 A. No.
10 Q. About how much time did you prepare for the
11 deposition today?
12 A. I spent probably six or seven hours preparing,
13 off and on.
14 Q. Over the last week?
15 A. Yes.
16 Q. You mentioned that you reviewed info from
17 U.S. Bank and the new servicer. Aside from the
18 information contained in the e-mail from Ms. Hood, is
19 there any other information that you reviewed from
20 U.S. Bank and SLS?
21 A. No.
22 Q. What servicing records from Bank of America
23 did you review in preparation for your deposition?
24 A. I looked at an AS/400. I looked in CIMI. I
25 looked in our imaging system, the DM portal, and I

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1 reviewed the loan -- the loan modification or loss
2 mitigation notes.
3 Q. Anything else?
4 A. I can't think of anything at this time, but I
5 might have looked somewhere else that I can't think of
6 right now.
7 Q. What is CIWI?
8 A. It is the corresponding -- correspondence and
9 imaging workflow interface.
10 Q. What's the purpose of CIWI?
11 A. It is the system that we use to image any
12 correspondence received by Bank of America, N.A. and --
13 to image it and then to route it to the proper
14 departments.
15 Q. Did you review the entire AS/400 or did --
16 were there certain portions of it that you reviewed?
17 A. Just certain portions.
18 Q. What portions were those?
19 A. I looked at several screens. I would have
20 looked -- I looked at the accounts inquiry display
21 screen. I looked at the location of the collateral file
22 screens. I looked at the bankruptcy screens. I looked
23 at -- I believe I reviewed all of the customer service
24 notes.
25 Q. Anything else?

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1 Q. Will you look at what has been marked
2 Exhibit 2.
3 A. Okay.
4 Q. Do you recognize this document?
5 A. Yes.
6 Q. What is it?
7 A. It is a copy of the deed of trust.
8 Q. Is this the deed of trust that's related to
9 the property on Capanna Rosso?
10 A. Yes.
11 Q. Who originated this deed of trust?
12 A. Bank of America, N.A.
13 Q. When was it originated?
14 A. It's October 11th, 2007.
15 Q. How much is it for?
16 A. For \$885,000.
17 Q. Was this a refinance loan?
18 A. Yes.
19 Q. How much cash was provided to the Sherwoods,
20 if any, after this loan closed?
21 MR. BRENNER: Objection, relevance and
22 it's confidential.
23 A. I don't know. I didn't review that.
24 Q. (BY MS. EBROH) Will you look at what has been
25 marked as Exhibit 3. Do you recognize that document?

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1 A. I can't think of anything else right now.
2 Q. Okay. If you think of anything else as we go
3 along, if you could just let me know, that would be
4 great.
5 You also mentioned that you looked at docs
6 in the servicing platform. What documents did you look
7 at?
8 A. I looked at the notes, the deed of trust,
9 assignments of mortgage. I looked for correspondence in
10 that file. I looked at the title policy and just
11 other -- I think that those are the main documents. I
12 can't think of other documents that I would have looked
13 at.
14 Q. Did you say you reviewed notes, plural?
15 A. If I did, I meant the note.
16 Q. Okay. I just wanted to make sure there wasn't
17 more than one promissory note. Is there?
18 A. No.
19 Q. Okay. And when you say "notes," that wouldn't
20 include, like, servicing notes or anything. You're just
21 talking about a promissory note; is that right?
22 A. That's correct.
23 Q. Is there anything else that you recall that
24 you reviewed?
25 A. Not that I haven't already mentioned.

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1 A. I'm not sure if I've seen this before or not.
2 Q. Is this something that was contained in the
3 file that you reviewed?
4 A. It may have been contained in the homeowner's
5 file, but it's not something that I reviewed or looked
6 at in their file.
7 Q. Do you know what this document is?
8 A. Yes.
9 Q. What is it?
10 A. It looks like it's a recorded copy of the
11 deed, it appears for this property.
12 Q. Do you know if the Sherwoods used a loan to
13 purchase this property?
14 A. I'm not sure.
15 Q. How long has U.S. Bank had an interest in this
16 loan?
17 A. Since it was placed in the trust.
18 Q. When was that?
19 A. January 28th, 2008.
20 Q. And how do you know that?
21 A. Because that's what the records of Bank of
22 America show, and that's also the date of the pooling
23 and servicing agreement.
24 Q. What exactly is U.S. Bank's interest in this
25 loan?

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1 A. They are the trustee.
2 Q. And what does that mean?
3 MR. BRENNER: Calls for a legal
4 conclusion.
5 A. My just general understanding of a trustee is
6 that they are going to act in the place of the
7 certificate holders who hold the trust.
8 Q. (BY MS. EBRON) Did the trust pay anything to
9 obtain its interest in the loan?
10 MR. BRENNER: Form.
11 A. Yes.
12 Q. (BY MS. EBRON) What?
13 A. I believe that they paid the face value of the
14 property at the time, the unpaid principal balance of
15 \$885,000.
16 Q. How do you know that?
17 A. It's my understanding of what is paid and that
18 it also is what the records of Bank of America, N.A.
19 show.
20 Q. How is that your understanding?
21 A. It's just my general knowledge of when the --
22 through my training and experience that when these
23 trusts are created, that they pay the -- whenever they
24 are put -- whenever the loan is put into the pooling and
25 servicing, then that is the price that is paid is

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1 Exhibit 4? Do you recognize this document?
2 A. Yes.
3 Q. What is it?
4 A. It is a copy of the pooling and servicing
5 agreements dated January 28th, 2008, for this pool of
6 loans.
7 Q. And does -- is there somewhere in the pooling
8 and servicing agreement that shows or identifies the
9 loan secured by the deed of trust we marked as
10 Exhibit 2?
11 A. I'm not sure if there is. I don't -- it does
12 not appear that this version of the servicing agreement
13 would include the list of loans that are included as
14 part of this.
15 Q. Did you review a list of loans?
16 A. Yes.
17 Q. And you were able to identify on that list the
18 loan secured by the deed of trust in this case?
19 A. Yes.
20 Q. How big was that report or how big was that
21 list?
22 A. I only looked at one page of that report, and
23 I -- I don't know how long.
24 Q. Where was that report stored?
25 A. I am not sure.

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1 whatever the unpaid principal balance.
2 Q. What record of Bank of America tells you that
3 that was the price paid?
4 A. It was a screen in AS/400.
5 Q. What screen is that?
6 A. The loan transfer detail screen.
7 Q. What else is included on that screen besides
8 the price?
9 A. It shows the dates of the transfer, the
10 investor number that it was transferring from and then
11 transferring into, what the new investor was.
12 Q. Anything else?
13 A. It also shows the paid-through dates and if
14 there's any -- I believe that it shows what the escrow
15 balance is and anything like -- and something like that.
16 Q. Anything else?
17 A. That's all I can think of on that screen right
18 now.
19 Q. So until January 28th, 2008, Bank of America
20 was both the servicer and the investor; is that correct?
21 A. Yes.
22 Q. And until sometime in 2013, Bank of America
23 remained the servicer; is that correct?
24 A. Yes.
25 Q. And can you look at what's been marked as

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1 Q. Where did you get it from?
2 A. I received it as a part of that e-mail.
3 Q. So how was it included in that e-mail?
4 A. It was just a screen shot.
5 Q. Were there any other screen shots in the
6 e-mail?
7 A. No.
8 Q. Was there any commentary about the screen
9 shot?
10 A. No.
11 Q. Do you know where the actual list is stored?
12 A. I don't.
13 Q. Is that something that Ms. Hood would know?
14 MR. BRENNER: Calls for speculation.
15 A. I don't know.
16 Q. (BY MS. EBRON) What other documents exist
17 that evidence the transaction where the loan was put
18 into this pool of loans?
19 MR. BRENNER: Form and foundation.
20 A. I'm not sure I understand your question.
21 Q. (BY MS. EBRON) Well, we've got the pooling
22 and servicing agreement, right? Are there other
23 documents that were created and executed as part of the
24 transaction of placing this loan into the trust?
25 MR. BRENNER: Same objections.

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1 A. I'm not sure.
2 Q. (BY MS. EBRON) Have you seen any other
3 documents that relate to the transaction where the loan
4 was placed into the trust?
5 A. I have -- I don't believe I have, no.
6 Q. Where is the pooling and servicing agreement
7 stored on Bank of America's system?
8 A. I'm not sure.
9 Q. Where did you get the copy from to review?
10 A. I request it from the -- we have a department
11 that maintains these, all of the pooling and servicing
12 agreements, and I request them through that. There's a
13 software program that I would go to and make a request.
14 Q. Okay. When did you make a request for this
15 pooling and servicing agreement?
16 A. I believe it was Monday.
17 Q. And when did you receive it?
18 A. That same day.
19 Q. Did you make any other requests to that
20 department?
21 A. No.
22 Q. Is there a name for the place that you go to
23 to make that request for pooling and servicing
24 agreement?
25 A. I type "Request Net" into the browser, so I

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1 Q. But this isn't something that was contained
2 within Bank of America's files?
3 A. If it was, it just wasn't something I looked
4 at in the file.
5 Q. Can you look at what's been marked as Exhibit
6 Number 6? Do you recognize this document?
7 A. Yes.
8 Q. What is that?
9 A. It's the notice of breach and default and of
10 election to cause sale of real property under deed of
11 trust.
12 Q. Was this something that was contained in Bank
13 of America's records?
14 A. Yes.
15 Q. When is it dated?
16 A. It is -- it looks like it was recorded on
17 9/17/2009.
18 Q. On the first page there's a bolded part on the
19 third paragraph from the bottom that starts off -- or it
20 reads: Failure to pay the monthly payment due
21 November 1st, 2008, of interest only in subsequent
22 installments due thereafter plus late charges together
23 with all subsequent sums advanced by beneficiary person
24 to the terms and conditions of deed of trust.
25 Did I read that correctly?

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1 don't know if that's the name of the software or if
2 that's just what pulls it up. It's called Request Net.
3 Q. Can you request other things besides the
4 pooling and servicing agreement through Request Net?
5 A. There appears to be a long list of things that
6 can be requested, but this is -- pooling and servicing
7 agreements are the only thing that I've been trained to
8 request through there.
9 Q. Are there other platforms or websites that you
10 went to in preparation for your deposition today that
11 you requested information from?
12 A. I mean, there were other websites I use but
13 nothing that I requested through, no.
14 Q. So the other ones you could just pull up the
15 information and you had access to it and were able to
16 look at it; is that correct?
17 A. Yes.
18 Q. Okay. Can you look at what we've marked as
19 Exhibit 5? Have you seen this document before?
20 A. I might have seen it before, but not in the
21 Bank of America records.
22 Q. Where would you have seen it?
23 A. I was given documents that had been -- I guess
24 there had been a file pulled from all of the recorded
25 documents.

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1 A. I believe you might have missed "said deed of
2 trust," but...
3 Q. Said deed of trust, okay. Is it accurate,
4 based on your review of the records and this notice of
5 default, that the borrowers did not pay, beginning
6 November 1st of 2008?
7 MR. BRENNER: Outside the scope of this
8 deposition.
9 A. I just know -- I believe that that's the -- I
10 believe that they are still due for that payment, yes.
11 Q. (BY MS. EBRON) Can you look at what has been
12 marked as Exhibit Number 7? Do you recognize that
13 document?
14 A. Yes.
15 Q. What is that?
16 A. This is a recorded copy of an assignment of
17 deed of trust dated November 26th, 2010.
18 Q. Who is --
19 A. It looks like it was actually recorded
20 12/7/2010.
21 Q. Okay. And who is this assignment from?
22 A. It is from Bank of America, N.A. to U.S. Bank
23 National Association as trustee for the certificate
24 holders of the Banc of America Mortgage 2008-A Trust,
25 Mortgage Pass-Through Certificates, Series 2008-A.

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1 Q. Do you know who Michelle Reinhard is?
2 A. I know that just from this document that she
3 says that she's an assistant vice president of Bank of
4 America, N.A.
5 Q. Do you have any reason to believe that she was
6 not an assistant vice president of Bank of America, N.A.
7 at the time this was executed?
8 A. I do not.
9 Q. Can you look at what's been marked as Exhibit
10 Number 8, please? Do you recognize this document?
11 A. Yes. This is a copy of the recorded
12 assignment of deed of trust dated 11 -- it looks like it
13 was recorded 11/23/2011.
14 Q. Who was this from and who is it to?
15 A. It is from Bank of America, N.A. by
16 Cal-Western Reconveyance Corporation as attorney in fact
17 to U.S. Bank National Association as trustee of the
18 certificate holders of the Banc of America Mortgage
19 Securities 2008-A Trust, Mortgage Pass-Through
20 Certificates, Series 2008-A.
21 Q. Is that the same entity from the previous
22 assignment?
23 A. It appears that Bank of America, N.A.'s
24 attorney in fact executed this, but it is the same
25 entities, yes.

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1 they were all the same notice of sale.
2 Q. In the notices that you saw in the system, I'm
3 assuming it was a scanned image, is that -- or those
4 were scanned images; is that correct?
5 A. Yes.
6 Q. Did it also include the envelopes?
7 A. Yes.
8 Q. Was there any other information included along
9 with the notice of sale?
10 MR. BRENNER: Form.
11 A. I'm not sure I --
12 Q. (BY MS. EBRON) Or any other documents that
13 were attached besides the envelope that it was received
14 in?
15 A. No.
16 Q. And how do you know what days they were
17 received?
18 A. The images that I looked at had a stamp on
19 them showing -- stating that they were received that
20 date.
21 Q. In your review of the file, did you see any
22 notices of default?
23 MR. BRENNER: From the HOA?
24 MS. EBRON: Yes.
25 A. I did.

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1 Q. Do you know why there were two assignments to
2 U.S. Bank?
3 A. I don't.
4 Q. Do you know who would know that?
5 A. I don't. I do not.
6 Q. Is it common for there to be two assignments
7 to the same entity recorded against a property?
8 A. I don't know whether it's common or not.
9 Q. Have you seen it happen before in other cases
10 besides this one?
11 A. I believe so, yes.
12 Q. In your review of the file, did you see any
13 foreclosure notices besides ones related -- sorry,
14 Strike that.
15 Did you see any foreclosure notices from a
16 homeowners' association or its agent?
17 A. Yes.
18 Q. And what did you see?
19 A. I saw that there were notices addressed to
20 Bank of America, N.A. sent for the notice of sale.
21 Q. When was that received?
22 A. I show that one was received on October 12th,
23 2011 and another one October 13th -- sorry. I said
24 20- -- I meant October 12 of 2011, October 13th of 2011,
25 October 31st of 2011, and December 21st of 2011. And

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1 Q. (BY MS. EBRON) How many?
2 A. I saw one.
3 Q. And when was that received?
4 A. I don't actually show that it was received.
5 There was no information indicating that it was
6 received. It was just scanned into the system.
7 Q. When was it scanned?
8 A. On December 20th of 2010.
9 Q. So it was received sometime before
10 December 20th of 2010 or either on or before that day?
11 A. I don't know how it was given to us because it
12 did not include an envelope or any other information
13 indicating how we got that item.
14 Q. But Bank of America had it in its records as
15 early as December 20th of 2010?
16 A. I believe so, yes.
17 Q. Is there a way for it to show to have been
18 scanned on that date if it was received after that date?
19 A. Not -- my understanding, no.
20 Q. What steps did Bank of America take in
21 relation to the notice of default after December 20th of
22 2010?
23 MR. BRENNER: Form.
24 A. I reviewed the file. I could not find any
25 information about that particular document.

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1 Q. (BY MS. EBRON) Was the document -- that
2 notice of default, was that noted somewhere in the
3 AS/400 report?
4 A. The -- could you repeat the question?
5 (Requested portion read by the reporter.)
6 A. It was not.
7 Q. (BY MS. EBRON) What about the notices of
8 sale, were those noted in the AS/400 report?
9 A. Yes.
10 Q. And what did those notes say?
11 A. It just noted that they were -- had been
12 received by CIWI and then they were routed to -- just I
13 guess where they were routed.
14 Q. Has Bank of America used the same routing
15 system since this loan was originated?
16 MR. BRENNER: Outside the scope of the
17 deposition.
18 A. I don't know.
19 Q. (BY MS. EBRON) Do you know if CIWI was used
20 in 2010?
21 A. I don't know.
22 Q. Do you know who might know that?
23 A. It would just be something I'd have to look
24 up. I believe that I've seen documents that were older
25 than that in other files, but I am not -- it's just not

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1 for handling those types of notices from homeowners'
2 associations?
3 MR. BRENNER: Outside the scope of this
4 deposition.
5 A. Bank of America's policy would have would
6 have -- sorry. I'm not sure. The Bank of America's
7 policy would have been to handle however -- they would
8 handle it however they were instructed by the
9 beneficiary on the deed of trust to handle these types
10 of liens.
11 Q. (BY MS. EBRON) And what about in this case,
12 were there any specific instructions on how to handle
13 notices of default from homeowners' associations?
14 A. My understanding is that U.S. Bank never
15 receives the notices -- a notice of default or the
16 notice of sale for this property, so they did not
17 provide any specific instructions of what to do with it.
18 Q. Why didn't U.S. Bank receive a copy after Bank
19 of America received a copy?
20 A. My understanding --
21 MR. BRENNER: Form and foundation.
22 Go ahead.
23 Calls for speculation.
24 A. All I know is that they -- that none of those
25 letters were addressed to U.S. Bank, so as far as I'm

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1 something I know off the top of my head, how long we've
2 used CIWI.
3 Q. Is there somewhere else that you can look to
4 obtain an explanation of how the notice of default was
5 received?
6 A. I can't think of anywhere else that I would
7 look.
8 Q. Are there systems at Bank of America that you
9 don't have access to?
10 MR. BRENNER: Form.
11 A. Yes.
12 Q. (BY MS. EBRON) What systems are those?
13 MR. BRENNER: Objection, calls for a
14 narrative, irrelevant, and outside the scope of this
15 deposition, and calls for speculation.
16 Go ahead.
17 Q. (BY MS. EBRON) That you know of.
18 A. I'm not aware of anything -- of any database
19 or any information -- thing that I would not have access
20 to that would pertain to first lien mortgages, any
21 system that -- so I believe that I have access to every
22 system, but I wouldn't have outside-of-my-department
23 access.
24 Q. What was Bank of America's policy and
25 procedure at the time the notice of default was received

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1 aware, the HOA did not send anything to U.S. Bank.
2 Q. (BY MS. EBRON) Right. But my question is,
3 why didn't Bank of America send them to U.S. Bank after
4 they received them?
5 A. I don't know.
6 Q. How do you know that U.S. Bank didn't receive
7 any notices?
8 A. I know that they did not receive them because
9 none of the letters that were in our system were
10 addressed to U.S. Bank. Additionally, they have
11 indicated that they have nothing in their files.
12 Q. Who indicated that?
13 A. U.S. Bank.
14 Q. Who at U.S. Bank?
15 MR. BRENNER: Calls for speculation.
16 A. I'm not sure.
17 Q. (BY MS. EBRON) But you never talked to
18 anybody at U.S. Bank, right?
19 A. That's true.
20 Q. And did U.S. Bank send any documents that
21 showed information about what mail they received for
22 that loan at -- during that time frame of December 2010
23 to December of 2011?
24 MR. BRENNER: Form and foundation.
25 A. I don't know what they sent. I just know that

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1 it wasn't indicated on that -- on any information I
2 have.
3 Q. (BY MS. EBRON) If they would have sent
4 something -- if U.S. Bank would have sent a document or
5 servicing notes or any kind of notes to Bank of America,
6 you would have had access to them, correct?
7 MR. BRENNER: Calls for speculation,
8 lacks foundation, assumes facts not in evidence.
9 A. I don't know.
10 Q. (BY MS. EBRON) Did you ask for any
11 communications about this loan with U.S. Bank when you
12 were preparing for this deposition?
13 MR. BRENNER: Form.
14 A. Are you -- I'm sorry, I'm not sure if I
15 understand the question.
16 Q. (BY MS. EBRON) Did you request from anyone at
17 Bank of America to be given information about
18 communications with U.S. Bank regarding this loan when
19 you were preparing for your deposition?
20 A. I did not ask anybody about communication --
21 for those communications, no.
22 Q. Why?
23 A. Because our notes indicated that there had not
24 been any communication with U.S. Bank.
25 Q. What notes were those that indicated there

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1 where somebody said the pooling and servicing agreement
2 didn't contain those guidelines but there was a separate
3 servicing guideline document, so just asking if there
4 was in this case as well.
5 MR. BRENNER: But that wasn't Bank of
6 America, right?
7 MS. EBRON: No, it wasn't Bank of
8 America, and it wasn't -- I think it was U.S. Bank, but
9 it wasn't for this same trust.
10 Q. (BY MS. EBRON) Does Bank of America provide
11 any type of regular reporting to U.S. Bank about this
12 loan?
13 A. I'm not sure that I reviewed what this -- what
14 U.S. Bank would have wanted as regards to regular
15 reporting.
16 Q. But do you know if there has been regular
17 reporting in the past seven years to U.S. Bank?
18 A. Again, I didn't review what kind of reporting
19 we would do for this particular investor so I don't know
20 if there is -- what kind of -- what, if any, reporting
21 we would do for this particular investor.
22 Q. Is there a way that Bank of America
23 communicates to U.S. Bank about this loan, like a
24 certain -- you know, like a website or somebody at Bank
25 of America sends an e-mail?

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1 hadn't been any communication?
2 A. So I looked at our --
3 MR. BRENNER: Hold on. Hold on a second.
4 Lacks foundation, misstates testimony.
5 Go ahead.
6 A. I reviewed the Bank of America servicing notes
7 and could not find any communications with U.S. Bank, so
8 I didn't look any further. And then that information
9 was confirmed to me that they also had not -- that
10 U.S. Bank had not received any communications as well.
11 Q. (BY MS. EBRON) And how was that confirmed to
12 you?
13 A. From that e-mail.
14 Q. Is there a document that contains guidelines
15 pertaining to how Bank of America was to service this
16 loan on behalf of U.S. Bank?
17 A. Yes.
18 Q. And what is that?
19 A. The pooling and servicing agreement.
20 Q. Anything else?
21 A. I mean, we would have had internal policies on
22 how to generally service loans for investors. I don't
23 know if that's what you're asking for.
24 Q. Yeah, I'm not sure exactly what I'm asking
25 for. I'm just checking. I had a deposition yesterday

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1 A. Again, I didn't review that information for
2 this particular investor, so I don't know.
3 Q. Where would that information be found?
4 A. I believe that most of that would be in the
5 pooling and servicing agreement as to what kind of
6 reporting they would require, and then the mechanism
7 would be something I'd have to, I guess investigate.
8 Q. Would it surprise you if there wasn't some
9 type of regular reporting to U.S. Bank from Bank of
10 America?
11 A. I mean, I just don't know. I haven't really
12 done much research on that topic at all with regards to
13 any investors other than like the GOCs and even then I
14 haven't done much research on that, just general
15 knowledge.
16 Q. How does U.S. Bank know what's happening with
17 the loan?
18 MR. BRENNER: Calls for speculation.
19 A. I don't know. I'm not sure.
20 Q. (BY MS. EBRON) What did you do to prepare for
21 Topic Number 17?
22 A. I looked in the Bank of America, N.A.'s
23 servicing records for any communication and then also
24 confirmed, you know, with that -- received information
25 that U.S. Bank agreed that they had no communication

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1 with us.
2 Q. Where is the collateral file located?
3 A. It is -- as of the date that Bank of America,
4 N.A. stopped servicing the loan, it was located at
5 U.S. Bank Trust National Association vault.
6 Q. Where is that?
7 A. I don't know.
8 Q. Just a vault somewhere?
9 A. That's just not information that was -- it
10 just indicated that it was with U.S. Bank Trust N.A. but
11 not the address.
12 Q. So you haven't seen a copy of the collateral
13 file or you haven't seen the actual collateral file,
14 right?
15 A. Yes, that's true.
16 Q. And do you have any information about the
17 collateral file since 2013?
18 A. I do not.
19 Q. So you don't know if it even still exists,
20 right?
21 A. Yeah, I know that it existed at the time that
22 it was service transferred.
23 Q. Did you ask anyone about the location of the
24 collateral file?
25 MR. BRENNER: This is outside the scope
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1 A. Yes.
2 Q. Were there any endorsements on the promissory
3 note?
4 MR. BRENNER: Outside the scope of the
5 deposition and irrelevant.
6 A. Yes.
7 Q. (BY MS. EBRON) What endorsements are on the
8 promissory note?
9 MR. BRENNER: Same objection.
10 A. There was I believe an endorsement and blank
11 from Bank of America, N.A.
12 Q. (BY MS. EBRON) Is U.S. Bank aware of any
13 other entity that currently claims an interest in the
14 first deed of trust or the underlying promissory note?
15 A. No.
16 Q. Is U.S. Bank aware of any entity that
17 currently insures the first deed of trust or the
18 underlying promissory note?
19 A. I know that there was a title policy on the
20 loan, but to the extent that -- that that would insure.
21 Q. Is U.S. Bank aware of any entity that claims a
22 contractual interest in the first deed of trust or the
23 underlying promissory note?
24 A. I don't -- can't think of any other entity at
25 this time.
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1 of the deposition.
2 A. I -- no, I did not.
3 Q. (BY MS. EBRON) What was contained in the
4 collateral file at the time of the last information that
5 you had on that?
6 MR. BRENNER: Also outside the scope of
7 the deposition.
8 A. I believe the original notes, the deed of
9 trust, the original title policy, the original
10 assignments of mortgage. I show there was a borrower's
11 protection plan, so an original copy of that. And there
12 was a settlement statement that was in there.
13 Q. (BY MS. EBRON) Were there any other
14 assignments besides the ones that we have marked as
15 Exhibits 7 and 8 in the collateral file?
16 A. I believe that there was a 2008 assignment of
17 mortgage.
18 Q. And who was that to?
19 A. I didn't -- it didn't have that information.
20 It said it was blank.
21 Q. But it was an original assignment? Or was it
22 an original assignment?
23 A. That's what it said it was in the collateral
24 file, yes.
25 Q. Did you look at the promissory note?
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1 Q. Well, did you do anything to prepare for Topic
2 Number 8?
3 A. Yes.
4 Q. And what was that?
5 A. I looked at the type of loan to see whether it
6 was an FHA loan or any other sort of governmental -- you
7 know, part of any other program and looked at the title
8 policy for -- I looked for a title policy.
9 Q. And are you aware -- well, did you determine
10 if the FHA had an interest in the first deed of trust or
11 underlying promissory note?
12 A. I saw that this is not a loan that is insured
13 by HUD or FHA.
14 Q. Does Fannie Mae have an interest in the deed
15 of trust or the underlying promissory note?
16 A. Not that I was able to -- no, I don't know.
17 Q. Does Freddie Mac have any interest in the deed
18 of trust or the underlying promissory note?
19 A. No.
20 Q. Are there any provisions in the pooling and
21 servicing agreement applicable to this property that
22 are -- that mention or are applicable to associations,
23 association liens, association foreclosures?
24 MR. BRENNER: Form.
25 A. I believe that there is a -- yes, there is a
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1 provision.
2 Q. (BY MS. EBRON) Which provision is that?
3 A. I believe it's 3.09, and it's a some
4 subsection.
5 THE REPORTER: It's what inspection?
6 THE WITNESS: It's a subsection.
7 Q. (BY MS. EBRON) So 3.09 is on page 60. Which
8 subsection are you referring to?
9 A. It looks like B.
10 Q. B? So that's the part that's applicable here?
11 A. It's the only part of the agreement that
12 mentions association dues.
13 Q. Does U.S. Bank have any remedies if the
14 servicer doesn't follow the pooling and servicing
15 agreement?
16 MR. BRENNER: It's outside the scope of
17 this deposition.
18 MS. EBRON: No, it isn't. It's in Topic
19 Number 9.
20 MR. BRENNER: Hold on. Don't answer.
21 Disagree.
22 Q. (BY MS. EBRON) Okay. Go ahead.
23 A. I'm not sure I -- it would -- if so, I would
24 imagine it would be in the pooling and servicing
25 agreement.

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1 the borrower?
2 MR. BRENNER: Hold on a second before you
3 answer that.
4 I think the topic is specifically limited
5 to prior to the foreclosure sale.
6 MS. EBRON: That's true, but if you know,
7 I'm --
8 MR. BRENNER: Well, I think the purpose
9 of having a meet and confer is to limit these things.
10 And if you limit them and then you go ask questions that
11 we limited is completely contrary to what we agreed to.
12 Go ahead and answer.
13 A. Yes, I believe so.
14 Q. (BY MS. EBRON) Did you see any communications
15 with SFR Investments Pool 1, LLC before litigation
16 started?
17 A. I -- I wasn't looking, so I don't know.
18 Q. That's fine. Just checking.
19 Did U.S. Bank make any monetary payments
20 to the association or its agents in relation to this
21 property?
22 A. No.
23 Q. Is there a reason why U.S. Bank did not make
24 any payments to the association before the association
25 foreclosure sale?

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1 Q. Besides the five foreclosure notices that were
2 contained in Bank of America's files, has U.S. -- did
3 you see any evidence of communications with the
4 homeowners' association or its agents?
5 MR. BRENNER: Form.
6 A. I did not.
7 Q. (BY MS. EBRON) Did you see any communications
8 in the file with either U.S. Bank or Bank of America and
9 the borrower about the homeowners' association lien?
10 MR. BRENNER: Form.
11 A. I -- I didn't see anything prior to the
12 foreclosure sale.
13 Q. (BY MS. EBRON) Were there communications with
14 the borrower about the homeowners' association lien
15 after the sale?
16 MR. BRENNER: Outside the scope of the
17 deposition.
18 A. Yes.
19 Q. (BY MS. EBRON) Do you know what those were?
20 MR. BRENNER: Same objection.
21 A. I just saw a phone call where the borrower
22 informed us of the foreclosure sale -- informed Bank of
23 America, N.A. of the foreclosure sale after the sale had
24 already taken place.
25 Q. (BY MS. EBRON) So it was a call initiated by

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1 A. I mean, they did not receive any notice of the
2 sale. U.S. Bank did not receive any notice of the sale.
3 Q. But its agent did, correct?
4 MR. BRENNER: Calls for a legal
5 conclusion.
6 Q. (BY MS. EBRON) Bank of America received the
7 notices.
8 A. Yes.
9 Q. Do you know why Bank of America did not
10 attempt to make any payment to the association?
11 MR. BRENNER: Outside the scope of this
12 deposition.
13 A. I don't know.
14 Q. (BY MS. EBRON) Do you know if Bank of America
15 asked U.S. Bank if it should make a payment to the
16 association?
17 A. I have -- could you repeat the question?
18 (Requested portion read by the reporter.)
19 A. I know that there -- yes, I know that we did
20 not make a communication with them. We did not
21 communicate with them.
22 Q. (BY MS. EBRON) Okay. So just to be clear,
23 Bank of America, after receiving the foreclosure
24 notices, did not ask U.S. Bank if it should do something
25 about those notices?

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1 A. That's what I -- our records show, yes.
2 Q. Would you have expected to see evidence of
3 such communication, if one existed, in the documents
4 that you reviewed?
5 A. Yes.
6 Q. Did U.S. Bank attend the association
7 foreclosure sale?
8 A. No.
9 Q. Why not?
10 A. They were not given notice of the sale. And
11 additional -- I don't believe that they were given
12 notice of the new date of when the date moved to the
13 sale.
14 Q. Did U.S. Bank participate in any civil or
15 administrative action challenging the association lien
16 or the association foreclosure sale before the
17 foreclosure sale?
18 A. No.
19 Q. Has U.S. Bank been paid any money from Bank of
20 America for this loan?
21 MR. BRENNER: Form.
22 A. Yes.
23 Q. (BY MS. EBRON) And what were those payments
24 for? Just when loan payments were received?
25 A. Those, and then additionally, U.S. -- Bank of

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1 Bank of America, N.A.
2 Q. Who?
3 A. I'm not sure.
4 Q. How did you come to know that there have been
5 no legal settlements that have involved this loan?
6 A. That was, again, in that e-mail that I
7 received.
8 Q. And what did it say specifically about legal
9 settlements?
10 A. I believe it said that there had been legal
11 settlements between U.S. trust and -- U.S. Bank and Bank
12 of America.
13 Q. Did U.S. Bank receive any funds from the
14 settlement between the SEC and Bank of America?
15 MR. BRENNER: That's not only outside the
16 scope of the deposition, but subject to the protective
17 order. If you want to try to rephrase your question
18 specific to this loan, I think we can start to answer,
19 but that might be within...
20 Q. (BY MS. EBRON) Specific to this loan?
21 A. No, I do not believe so, no.
22 Q. Why do you believe that?
23 A. Again, it's something that U.S. Bank has told
24 us.
25 Q. So was that in that same e-mail?

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1 America, N.A. was the original lender so that when it
2 was -- to acquire its interest, U.S. Bank would have
3 paid Bank of America.
4 Q. Okay. So U.S. Bank paid Bank of America,
5 what happened to the money that the borrowers paid
6 during the time that they were paying on the loan?
7 MR. BRENNER: Outside the scope of the
8 deposition.
9 A. It would have been paid to the investor per
10 the pooling and servicing agreement.
11 Q. (BY MS. EBRON) Have there been any other
12 funds received by U.S. Bank for this loan that were not
13 included in those monthly mortgage payments?
14 MR. BRENNER: Outside the scope of the
15 deposition.
16 A. I don't know.
17 Q. (BY MS. EBRON) Have there been any legal
18 settlements through which U.S. Bank received funds for
19 this loan?
20 A. No.
21 Q. How do you know that?
22 A. Because that's -- U.S. Bank has informed us of
23 that.
24 Q. How did they inform you of that?
25 A. In -- they communicated that to somebody at

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1 A. Yes.
2 Q. And did it specifically say U.S. Bank has not
3 received any funds related to this loan from the
4 settlement between Bank of America and the SEC or the
5 judgment?
6 A. I don't believe it was specific, no.
7 (Exhibit 9 was marked.)
8 Q. (BY MS. EBRON) Let me show you a document
9 that's been marked as Exhibit 9. Do you recognize that
10 document?
11 A. I didn't review it.
12 Q. Do you know what it is?
13 A. Just what it states on the cover.
14 Q. Where does U.S. Bank get the information to
15 populate this report?
16 MR. BRENNER: Outside the scope of this
17 deposition.
18 A. I don't know.
19 Q. (BY MS. EBRON) Is it fair to say that Bank of
20 America or the servicer would need to communicate with
21 U.S. Bank in order to get this information?
22 MR. BRENNER: Calls for speculation.
23 A. I don't know what -- where this report came
24 from, so I don't know.
25 Q. (BY MS. EBRON) Did you talk to anybody about

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1 U.S. -- at U.S. Bank about where it would get its
2 information to give reports to the certificate holders?
3 MR. BRENNER: Outside the scope of this
4 deposition.
5 A. No.
6 (Exhibit 10 was marked.)
7 Q. (BY MS. EBRON) Do you recognize this
8 document? It's been marked as Exhibit 10.
9 A. I believe I may have seen it in passing.
10 Q. Where would you have seen it?
11 A. I think it was part of the copy of documents
12 that was pulled from all the recorded documents.
13 Q. Who pulled those documents?
14 MR. BRENNER: Calls for speculation.
15 A. I'm not sure.
16 (Exhibit 11 was marked.)
17 Q. (BY MS. EBRON) Do you recognize this
18 document?
19 MR. BRENNER: Exhibit 11, for the record.
20 A. Yes.
21 Q. (BY MS. EBRON) What is it?
22 A. It is a notice of trustee sale. It looks like
23 a recorded copy of a notice of trustee sale.
24 Q. And whose notice of trustee sale is that?
25 A. It was done by Cal-Western Reconveyance

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1 Q. Why was this recorded?
2 A. As far as I can understand, in our records, it
3 appears to have been recorded because there was the
4 duplicate assignments of mortgage.
5 Q. Is JoAnn Norman currently an employee of Bank
6 of America, N.A.?
7 A. I do not believe so, no.
8 Q. Do you know if she was an employee of Bank of
9 America, N.A. on November 25th, 2014?
10 A. I don't know.
11 Q. Who would know that?
12 A. It would be something that could be looked
13 for. Our HR department would have that information.
14 Q. Do you see the paragraph that starts off
15 "Recorded on 11/23/11"?
16 A. Yes.
17 Q. Do you see where it says in the next line
18 that, "The deed of trust is hereby discharged of record
19 for the reason that said assignment of mortgage deed of
20 trust was erroneously recorded and the specified therein
21 was recorded was not intended to be assigned or
22 transferred?" Is that an accurate statement?
23 A. That is what it says, but that's not accurate,
24 no.
25 Q. And then the next line says, "The underlying

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1 Corporation.
2 Q. On behalf of?
3 A. On behalf of the beneficiary under the deed of
4 trust.
5 Q. So at that time Cal-Western Reconveyance was
6 the trustee of the deed of trust?
7 A. Yes.
8 (Exhibit 12 was marked.)
9 Q. (BY MS. EBRON) Do you recognize this
10 document?
11 A. Yes.
12 Q. What is it?
13 A. It is a copy of the recorded discharge of
14 assignment.
15 Q. When was the first time you saw this document?
16 A. I believe it was attached to the Notice of
17 Deposition, and I'm not sure exactly when I first saw
18 the first version of that document.
19 Q. Do you know who recorded this?
20 A. It states that the requester was CoreLogic.
21 Q. And do you know who executed this?
22 A. It was executed by JoAnn Norman, assistant
23 vice president.
24 Q. For what company?
25 A. It states Bank of America, N.A.

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1 loan, having never purchased by U.S. Bank National
2 Association as trustee for the certificate holders of
3 the Bank of America Mortgage Securities 2008-A Trust,
4 Mortgage Pass-Through Certificates, Series 2008-A." Did
5 I read that correctly?
6 A. Yes.
7 Q. Why does it say that?
8 A. I don't know because that's not what our
9 records show and that's not what the new servicer's
10 records show or Bank of -- or U.S. Bank's understanding
11 of their ownership.
12 Q. Did you talk to someone or did anyone at Bank
13 of America talk to someone about this discharge of
14 assignment?
15 A. I'm not sure.
16 Q. How do you know that U.S. Bank's records don't
17 show that this is part of the loan or part of the trust?
18 A. I know that they have stated that they believe
19 that they have ownership interest still, that their
20 records indicate that they still have ownership.
21 Q. Who stated that?
22 A. Someone from U.S. Bank.
23 Q. And do they have any documentation to support
24 that?
25 MR. BRENNER: Calls for speculation,

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1 outside the scope.
2 A. I don't know.
3 MS. EBRON: Yeah, and it's -- I believe
4 that it is not outside the scope. Their ability to
5 enforce the promissory note or deed of trust is one of
6 the topics, and if they don't own it, that is completely
7 within the realm of whether or not U.S. Bank can sustain
8 a claim in this case.
9 MR. BRENNER: We can meet and confer
10 after, but we're getting close to 5:00, so...
11 MS. EBRON: Yeah, well, we'll just finish
12 and then we can leave. But you requested that this be
13 at a later time, and I'm going to keep going until we
14 finish. You can walk out if you want to, but as I said,
15 it's probably going to take a little bit longer because
16 of the issues that we have in this case.
17 MR. BRENNER: Well, then I'll say for the
18 record, A, we started early for you. B, I told you we
19 had a hard stop at 5:00. C, you agreed with the time.
20 D, you didn't tell me until very, very late last night
21 that you were going to need additional time. And I
22 apologize, Diana. I just can't accommodate the request.
23 MS. EBRON: Darren, I disagree with your
24 assessment.
25 MR. BRENNER: Let's just get going so

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1 MS. EBRON: It was that on your part,
2 just an assumption.
3 MR. BRENNER: Well --
4 Q. (BY MS. EBRON) What was Bank of America's --
5 or sorry -- U.S. Bank's involvement with the borrower's
6 bankruptcy?
7 MR. BRENNER: I think that's outside the
8 scope of the deposition, too. I think that was limited.
9 MS. EBRON: No, it isn't.
10 MR. BRENNER: I'm pretty sure that your
11 topic was limited to U.S. Bank's -- per protective order
12 to U.S. Bank's knowledge of the bankruptcy when it
13 obtained an interest in the loan. And at any rate, the
14 question calls for a narrative.
15 A. I know that U.S. Bank had already obtained its
16 interest in the property prior to the bankruptcy, that
17 there was evidence in the file of -- that Bank of
18 America, N.A. as servicer had been -- there appeared to
19 be that we were monitoring the bankruptcy in some
20 capacity. And I'm not sure -- I didn't review the
21 bankruptcy file itself to see what actions we -- that
22 were taken on behalf of U.S. Bank in the bankruptcy.
23 Q. (BY MS. EBRON) How did U.S. Bank know about
24 the bankruptcy? Or did they?
25 MR. BRENNER: Outside the scope of the

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1 that we can use the time --
2 MS. EBRON: I do. I disagree with all of
3 that, everything that you just said.
4 MR. BRENNER: What part? That you didn't
5 just contact me last night? That wasn't the first time
6 you didn't agree with the time?
7 MS. EBRON: I never agreed to stop at
8 five o'clock ever, that that was not something. Had I
9 known there would have been a hard stop at 5:00, I would
10 never have agreed to move this from two o'clock on
11 Monday, spend an extra day here and start at 3:30. I
12 just -- it just occurred to me last night that I wanted
13 to make sure that you understood that.
14 MR. BRENNER: I don't think that's fair,
15 given that every deposition we've taken has been an hour
16 or less. I don't think --
17 MS. EBRON: No, they haven't, Darren.
18 MR. BRENNER: Depositions have gone
19 normal hours. Per case law of Nevada, depositions go
20 between the hours of 9:00 and 5:00 unless there's an
21 agreement or an order. So --
22 MS. EBRON: And again, the agreement --
23 MR. BRENNER: Hold on. Hold on. So it
24 is completely logical that that would be an assumption
25 in scheduling, but why don't we just march forward.

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1 deposition.
2 A. I'm not sure what U.S. Bank's knowledge --
3 what they would have known about the bankruptcy.
4 Q. (BY MS. EBRON) When -- is there a requirement
5 for Bank of America to report to U.S. Bank when a
6 borrower goes into bankruptcy?
7 MR. BRENNER: Outside the scope of the
8 deposition.
9 A. I don't know.
10 Q. (BY MS. EBRON) Did Bank of America provide
11 U.S. Bank with a copy of the borrower's bankruptcy
12 petition?
13 A. I don't know.
14 Q. Did Bank of America tell U.S. Bank that the
15 bankruptcy petition listed delinquent homeowners'
16 association dues within the petition?
17 A. I don't know.
18 Q. Was U.S. Bank aware that Bank of America gave
19 the borrowers another loan for another property before
20 they filed bankruptcy?
21 MR. BRENNER: Outside the scope of this
22 deposition.
23 A. I don't know.
24 Q. (BY MS. EBRON) Does -- has U.S. Bank required
25 Bank of America to repurchase this loan?

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1 MR. BRENNER: Outside the scope of this
2 deposition.
3 A. Not -- not currently.
4 (Exhibit 13 was marked.)
5 Q. (BY MS. EBRON) Let me show you a document
6 that's been marked as Exhibit 13. Do you recognize this
7 document?
8 A. Yes.
9 Q. What is it?
10 A. It is the first amended answer, counterclaims,
11 cross claims and third-party complaints in this case.
12 Q. Are you aware of the factual basis for
13 U.S. Bank's affirmative defenses?
14 A. Yes.
15 Q. Okay. What about for U.S. Bank's 11th
16 affirmative defense, what's the factual basis for that?
17 MR. BRENNER: Calls for a legal
18 conclusion.
19 A. I -- I just know -- I just know kind of in
20 general the factual basis for all of the defenses or for
21 just in sort of general knowledge.
22 Q. (BY MS. EBRON) Okay.
23 A. That the notice of sale was not sent to
24 U.S. Bank as the beneficiary under the deed of trust.
25 that the notice of sale never included a superlien

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1 A. Again, without -- I mean, I'm not sure if --
2 with the -- if it's a legal conclusion, I'm not really
3 sure of it. But I also know we had a -- that there was
4 a recorded deed of trust on file.
5 Q. (BY MS. EBRON) Okay. So all the things that
6 were listed were things that were done by whoever
7 conducted the sale, as far as I can tell, or the
8 association -- the association had CC&Rs, the notice of
9 sale was not prepared by SFR, there was a price, and
10 that I guess is related to SFR because they were the
11 highest bidder at the sale. But is there anything,
12 like, involving the process or that U.S. Bank believes
13 SFR did to cause a problem with the sale?
14 MR. BRENNER: Form.
15 A. I'm not sure.
16 Q. (BY MS. EBRON) Did you see anything in your
17 files that evidence some type of fraud by SFR in
18 connection with the sale?
19 A. Not in the records that I reviewed, no.
20 Q. Were there in records that you didn't review
21 that somebody else told you about?
22 A. No.
23 Q. And I guess the same question would apply to
24 the 14th affirmative defense, failure to do equity. Are
25 you aware of any facts that show that SFR failed to do

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1 priority amounts, that the sale price at the auction was
2 much lower than the actual appraised values, that, that
3 the notice of sale was given starting -- the HOA's
4 notice of sale was sent out during the bankruptcy action
5 while it was ongoing, that the CC&Rs had a clause saying
6 that they wouldn't foreclose on the first lien, that the
7 sale date was moved without telling U.S. Bank, and that
8 the notice of sale was executed -- appears to have been
9 executed on September 12th of 2011 but it was not sent
10 for several weeks later and, again, was not sent -- was
11 only sent to Bank of America, N.A.
12 Q. Anything else?
13 A. That's all that I can think of at this moment.
14 Q. Is there any fact that you're aware of that
15 relates to some action or inaction of SFR?
16 MR. BRENNER: Form, foundation.
17 A. I'm not sure if I understand your question.
18 Q. (BY MS. EBRON) Well, I'm looking at the 11th
19 affirmative defense, and it says, "SFR" -- well, this
20 doesn't make any sense. "SFR avers the affirmative
21 defense of unclean hands."
22 So is there anything that SFR did to cause
23 it to have unclean hands, in the view of U.S. Bank?
24 MR. BRENNER: Calls for a legal
25 conclusion.

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1 equity, in your understanding?
2 MR. BRENNER: Calls for a legal
3 conclusion.
4 A. Yeah, I'm not sure that I could -- would be
5 able to answer that question because I'm not sure
6 legally or what that means.
7 Q. (BY MS. EBRON) Okay. The 15th affirmative
8 defense is that SFR is not a bona fide purchaser. Is it
9 correct, based on your previous answer, that you're
10 saying that SFR is not a bona fide purchaser because the
11 deed of trust was recorded?
12 A. Yes. And I believe also that the amount was
13 commercially unreasonable or that it was so much lower
14 than the actual appraised value at the time of the sale.
15 Q. Okay. So the facts that you're aware of for
16 the 15th affirmative defense is that there was a
17 recorded deed of trust and there was a low purchase
18 price at the auction?
19 A. Again, not as with any legal conclusion, but
20 that's my understanding, yes.
21 Q. I just want to make sure that there aren't any
22 additional facts that I'm unaware of.
23 Oh, do you know of any facts -- because we
24 talked about earlier that the federal -- you weren't
25 aware of any federal agencies having an interest in this

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30(b)(6) Jessica Woodbridge - 10/21/2015
SFR Investments Pool 1, LLC vs. US Bank, N.A., et al.

1 loan, correct? Do you know why or what is the basis for
2 the 23rd affirmative defense?
3 A. Just my general understanding that a bank --
4 that the bankruptcy is a federal process, and to the
5 extent that the notice of sale was sent while that
6 bankruptcy was still ongoing.
7 Q. Okay. Right. For the 22nd -- thank you. I
8 skipped over that.
9 Also the 23rd affirmative defense is
10 federal preemption. Are you aware of what the basis of
11 that affirmative defense is?
12 MR. BRENNER: She answered that question.
13 A. I believe that it's --
14 Q. (BY MS. EBRON) It's also related to the
15 bankruptcy?
16 A. I believe that's so, but again, not a legal
17 conclusion, so there could be...
18 Q. Okay. I just wanted to make sure there was
19 no, like, FHFA or FHA implied in that federal
20 preemption.
21 Do you know the basis of the 24th
22 affirmative defense?
23 A. Again, I think that that's, like, a Nevada
24 law, so I think all of that is a legal conclusion, just
25 the fact that we were not able to foreclose on the

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1 A. So the third claim?
2 Q. (BY MS. EBRON) Yeah, on page 16.
3 A. Right. I just think that it's the same facts
4 that I stated prior.
5 Q. Okay. What about the fourth claim, tortious
6 interference with contract against a lessee in Southern
7 Highlands, what contract?
8 MR. BRENNER: Same objections.
9 A. It would -- is it not indicated in here?
10 Q. (BY MS. EBRON) I know. That's why I was
11 asking.
12 A. This is not something that -- again, it's -- I
13 think the facts are the facts that I've stated
14 previously and that anything else would be a legal
15 conclusion.
16 MR. BRENNER: And already pled in the
17 complaint.
18 Q. (BY MS. EBRON) All right. Let's go to the
19 eighth claim for relief, please. Do you know the
20 factual basis for the breach of contract in Southern
21 Highlands? Is it just the CC&Rs having a mortgage
22 savings clause -- or mortgage protection clause?
23 A. I believe that that's -- I mean, I wouldn't
24 know any more than what it states there or what the
25 facts that I've already stated.

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1 property before pursuing deficiency is my general
2 understanding of that.
3 Q. Okay. So because U.S. Bank couldn't pursue a
4 deficiency before foreclosing, that the association
5 foreclosure sale is a violation?
6 A. That --
7 MR. BRENNER: Calls for a legal
8 conclusion.
9 A. My just general understanding of that would be
10 the reverse, that we're incapable -- if the HOA sale
11 could make it incapable of us foreclosing and then --
12 and that would make us violate the one -- Nevada
13 one-action rule. I'm not really sure if I understand
14 that. None of it would be -- I don't think there's any
15 factual. It's all just legal conclusion.
16 Q. (BY MS. EBRON) Okay. I didn't understand it
17 either, so I think we're both on the same page there.
18 Okay. Let's go to U.S. Bank's claims in
19 the first amended complaint. I want to look at the
20 third claim, I believe. Do you know the factual basis
21 for the third claim for relief of unjust enrichment
22 against a lessee in Southern Highlands?
23 MR. BRENNER: Calls for a legal
24 conclusion and it's also irrelevant and not pled against
25 SFR.

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1 Q. What about the tenth claim for relief,
2 negligent misrepresentation?
3 A. Again, just that it would -- the facts that
4 I've already stated plus, you know, what it states in
5 the complaint itself.
6 Q. But nothing else?
7 A. Anything else would -- I think that -- I mean,
8 if there's a legal conclusion to be said, I wouldn't
9 know.
10 Q. Will you go back to Exhibit 9, please.
11 MR. BRENNER: It's now 3:08 and we're
12 going back to ask the witness questions. I'm noting for
13 the record, we're going back -- I'm sorry, 5:08. We're
14 going back to ask the witness questions about a document
15 she said she has no knowledge about. I'm giving this a
16 couple more minutes because I'm trying to be fair, but
17 then we're calling it off.
18 Q. (BY MS. EBRON) I want you to look at page 17,
19 please. I guess it's -- I think it's at 17 where there
20 are -- 16 and 17. They list loan numbers of what
21 appears to be information -- or loans contained within
22 the trust. Do you see the loan number for this property
23 on either of these two pages?
24 A. I'm not sure if I remember offhand the loan
25 number.

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1 Q. Do you know what the loan number is? Or do
2 you know where you would be able to look to find the
3 loan number?
4 A. I would have to look in our system, as I'm not
5 sure that -- I'm not sure that the -- actually, I'm not
6 sure what loan number U.S. Bank is using.
7 MR. BRENNER: Are we talk -- this is
8 page 17 and 18?
9 MS. EBRON: 16 and 17 of Exhibit 9.
10 A. And I don't know if the loan number -- I know
11 that the loan number on the deed of trust does not match
12 the loan number that is currently being used in our
13 system, but I'm not sure which loan number, if they have
14 a separate -- even another loan number or different loan
15 number in here.
16 Q. (BY MS. EBRON) So U.S. Bank -- are you saying
17 that U.S. Bank may have a different loan number
18 associated with this particular deed of trust or
19 promissory note than Bank of America has?
20 A. Yes.
21 Q. Who would be able to -- who would know that
22 information?
23 A. The new servicer would have given a new loan
24 number -- likely would have given a new loan number at
25 the time of the service transfer, and then you'd have to

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1 A. I know that --
2 MR. BRENNER: Hold on. It's also outside
3 the scope of the deposition and the way it was asked was
4 specifically protected by the Court.
5 A. I know that there is -- there is no litigation
6 for this particular loan between U.S. Bank and Bank of
7 America, N.A.
8 Q. (BY MS. EBRON) Thank you.
9 Just back to Number 12, you are not aware
10 of why this was recorded?
11 MR. BRENNER: Asked and answered.
12 A. I'm not specifically aware, no.
13 Q. (BY MS. EBRON) I think I'm about done.
14 Were there any valuations in the file?
15 A. Yes.
16 Q. How many?
17 A. There were, I believe, two appraisals and
18 numerous BPOs, I mean, a good handful of BPOs.
19 Q. Were there any around the time of the
20 association foreclosure sale?
21 A. Yes.
22 Q. How many?
23 A. There was an appraisal and on August 16th,
24 2012, there was a BPO with interior inspection done the
25 same day. There were also a -- two BPOs done that month

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1 match -- I just don't know -- you'd have to match it up
2 to see whether or not it made sense with this particular
3 loan number.
4 (Exhibit 14 was marked.)
5 Q. (BY MS. EBRON) Let me show you a document
6 that's marked as Exhibit 14. Do you recognize this
7 document?
8 A. I did not review it before this deposition.
9 Q. Do you know, did you certify or verify a copy
10 of these?
11 A. I did not, no.
12 Q. Do you know if somebody has?
13 A. I don't know if that's required or not.
14 Q. Well, I'll just represent that it is required,
15 but do you know if anyone at U.S. Bank or Bank of
16 America has verified the interrogatories -- the
17 responses to interrogatories?
18 A. I did not review that -- any of that
19 information before, so I don't know.
20 MR. BRENNER: And interrogatories in the
21 question are not within the scope of the deposition.
22 Q. (BY MS. EBRON) Is there any litigation
23 between the trust and the servicer of the loan securing
24 the first deed of trust?
25 MR. BRENNER: Asked and answered.

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1 on August 9th and August 30th, there was also one BPO
2 done like post, in November of 2012. Plus there was an
3 expert opinion.
4 Q. And the expert opinion was done just recently,
5 right?
6 A. Yes, but the valuation date was the date of
7 the sale.
8 Q. Okay. What were the amounts of the valuation
9 on August 16, 2012?
10 A. The appraisal was for \$475,000, and the BPO
11 had the price as \$567,000.
12 Q. Did the borrower's apply for a loan
13 modification?
14 MR. BRENNER: Outside the scope of this
15 deposition.
16 MS. EBRON: No, it's in Topic Number 2.
17 MR. BRENNER: How is it in Topic
18 Number 2?
19 Q. (BY MS. EBRON) You can answer.
20 MS. EBRON: Unless you're instructing her
21 not to answer.
22 MR. BRENNER: Well, we're out of time.
23 How many more questions do you have?
24 MS. EBRON: Not that many.
25 MR. BRENNER: Well, how many is "not that

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1 many?"
2 MS. EBRON: I don't know. It depends on
3 how she answers.
4 MR. BRENNER: Well, I've already let
5 this -- I'm going to let this be the last question. I
6 already let this go half an hour after it was noticed.
7 MS. EBRON: It wasn't noticed to end at
8 five o'clock, and it was noticed --
9 MR. BRENNER: So you can go until
10 2:00 a.m.?
11 MS. EBRON: It was noticed at 2:00 p.m.
12 on Monday, and I moved it at your request, to this time
13 at your request. It's not even six o'clock yet. It's
14 not even 5:30, so I don't think it's --
15 MR. BRENNER: Well, it's obvious that
16 you've come unprepared. You're not working from notes.
17 There have been long pauses. You're looking at the --
18 MS. EBRON: That's not even true.
19 MR. BRENNER: -- documents slowly.
20 You're asking questions that you are outside the scope
21 of the notice, that you know are outside the scope of
22 the notice. You've even agreed on the record. You're
23 asking questions that the Court limited, and now you're
24 asking about a loan modification with the borrower which
25 is completely irrelevant.

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1 A. Yes.
2 Q. Was part of the loan modification process --
3 did that include any reference to the association
4 foreclosure sale or the lien or association assessments?
5 A. No.
6 Q. Were there any communications with the
7 borrower about the homeowners' association lien before
8 the sale?
9 MR. BRENNER: Asked and answered. This
10 is precisely where before you then tried to ask after
11 the foreclosure sale even though the notice limits it.
12 A. No.
13 MS. EBRON: Okay. I'm going to end this
14 now but reserve my right to recall the witness based on
15 documents that were not provided in advance of the
16 deposition and we can go from there.
17 (Proceeding concluded at 5:18 p.m.)
18
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25

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1 I told you I've got other things going
2 on. I've explained that to you. We could have done
3 this differently. You went down this way, so I've
4 already --
5 MS. EBRON: No, we couldn't have done it
6 differently because you requested to change it this way
7 and then all of a sudden you're like, oh, my gosh, we
8 can't go any longer.
9 MR. BRENNER: Because you asked me at
10 11:00 p.m. --
11 MS. EBRON: No.
12 MR. BRENNER: -- the day before the
13 deposition.
14 MS. EBRON: No.
15 MR. BRENNER: You knew --
16 MS. EBRON: No.
17 MR. BRENNER: You knew that it was a
18 problem or you wouldn't have asked.
19 MS. EBRON: No, no. That's not what
20 happened.
21 Q. (BY MS. EBRON) So did they apply for a loan
22 modification?
23 A. I believe our records show yes.
24 Q. And was that before the association
25 foreclosure sale?

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1 CHANGES AND SIGNATURE
2 WITNESS NAME: Jessica Woodbridge DATE: October 21, 2015
3 PAGE LINE CHANGE REASON
4 _____
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30(b)(6) Jessica Woodbridge - 10/21/2015
SFR Investments Pool 1, LLC vs. US Bank, N.A., et al.

1 I, JESSICA WOODBRIDGE, have read the foregoing
2 deposition and hereby affix my signature that same is
3 true and correct, except as noted above.
4
5 JESSICA WOODBRIDGE
6
7
8 THE STATE OF _____)
9 COUNTY OF _____)
10
11 Before me, _____, on
12 this day personally appeared JESSICA WOODBRIDGE, known
13 to me (or proved to me under oath or through
14 _____) (description of identity
15 card or other document)) to be the person whose name is
16 subscribed to the foregoing instrument and acknowledged
17 to me that they executed the same for the purposes and
18 consideration therein expressed.
19 Given under my hand and seal of office this
20 _____ day of _____, _____.
21
22
23 NOTARY PUBLIC IN AND FOR
24 THE STATE OF _____
25 COMMISSION EXPIRES: _____

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1
2 I, April R. Eichelberger, Certified Shorthand
3 Reporter in and for the State of Texas, hereby certify
4 to the following:
5 That the witness, JESSICA WOODBRIDGE, was duly sworn
6 by the officer and that the transcript of the oral
7 deposition is a true record of the testimony given by
8 the witness;
9 I further certify that the examination and signature
10 by the deponent was requested by the deponent or a party
11 and that, therefore, the deposition transcript was
12 submitted on _____, 2015, to the witness
13 or to the attorney for the witness for examination and
14 signature before any notary public and to be returned to
15 me within _____ days from date of receipt of the
16 transcript. If returned, the attached Changes and
17 Signature Page contains any changes and the reasons
18 therefore;
19 That pursuant to information given to the deposition
20 officer at the time said testimony was taken, the
21 following includes counsel for all parties of record:
22 FOR THE PLAINTIFF AND COUNTERDEFENDANT:
23 Ms. Diana S. Ebron
24 HOWARD KIM & ASSOCIATES
25 1055 Whitney Ranch Drive, Suite 110
Henderson, Nevada 89014
702.485.3300, 702.485.3301 (Fax)
diana@hkimlaw.com

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DISTRICT COURT
CLARK COUNTY, NEVADA

3 SFR INVESTMENTS POOL 1, LLC a) Case No. A-12-673671-C
4 Nevada limited liability company,)
5 Plaintiff,) Dept. No. XXVII
6 vs.)
7 US BANK, N.A., a national banking) ORAL DEPOSITION OF
8 association as Trustee for the) JESSICA WOODBRIDGE, AS
9 Certificate Holders of the Banc) US BANK N.A. 30(b)(6)
10 of America Mortgage Securities) VOLUME 1
11 2008-A Trust, Mortgage Pass-) Date: October 21, 2015
12 Through Certificates, Series)
13 2008-A, CAL-WESTERN RECONVEYANCE)
14 CORPORATION, a California)
15 corporation, SAN SEVINO WEST AT)
16 SOUTHERN HIGHLANDS HOMEOWNERS)
17 ASSOCIATION, a Nevada non-profit)
18 corporation, SOUTHERN HIGHLANDS)
19 COMMUNITY ASSOCIATION, a Nevada)
20 non-profit corporation, GEORGE)
21 A. SHERWOOD, an individual,)
22 SHARON L. SHERWOOD, an individual,)
23 DOES I through X; and ROE)
24 CORPORATIONS I through X,)
25 inclusive,)
Defendants.)
U.S. BANK, N.A., as Trustee for)
the Certificate Holders of the Banc)
of America Mortgage Securities)
2008-A Trust, Mortgage Pass-Through)
Certificates, Series 2008-A,)
Counterclaimant,)
vs.)
SFR INVESTMENTS POOL 1, LLC, a)
Nevada limited liability company;)
DOES 1-10, inclusive; ROE)
CORPORATIONS 1-10, inclusive,)
Counterdefendants.)

REPORTER'S CERTIFICATION
DEPOSITION OF JESSICA WOODBRIDGE
OCTOBER 21, 2015

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1 FOR THE DEFENDANTS AND COUNTERCLAIMANTS:
2 Mr. Darren Brenner
3 AKERMAN, L.L.P.
4 1160 Town Center Drive, Suite 330
Las Vegas, Nevada 89144
702.634.5000
darren.brenner@akerman.com
5 That s _____ is the deposition officer's charges
6 to the Plaintiff for preparing the original deposition
7 transcript and any copies of exhibits;
8 I further certify that I am neither counsel for,
9 related to, nor employed by any of the parties or
10 attorneys in the action in which this proceeding was
11 taken, and further that I am not financially or
12 otherwise interested in the outcome of the action.
13 Certified to by me this _____ day of
14 _____, 2015.
15
16
17 April R. Eichelberger
18 Texas CSR No. 7495
19 Expiration Date: 12/31/2017
20 Depo International
21 702-386-9322
22
23
24
25

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EXHIBIT H-4

Discharge of Assignment

TAX PARCEL: 191-05-217-040
THIS INSTRUMENT WAS PREPARED BY:
JOANN NORMAN

WHEN RECORDED MAIL TO:
CORELOGIC
450 EAST BOUNDARY STREET
CHAPIN, SC 29036

Loan No 1008707928272005N

Mortgagor: GEORGE A SHERWOOD and
SHARON L SHERWOOD

Inst #: 20150413-0001690
Fees: \$17.00
N/C Fee: \$25.00
04/13/2016 11:43:57 AM
Receipt #: 2382632
Requestor:
CORELOGIC
Recorded By: MAT Pgs: 1
DEBBIE CONWAY
CLARK COUNTY RECORDER

31645524

DISCHARGE OF ASSIGNMENT

KNOWN ALL MEN BY THESE PRESENTS,

THAT THE ASSIGNMENT OF MORTGAGE/DEED OF TRUST DATED 11/21/2011

FROM BANK OF AMERICA, N.A. BY CAL-WESTERN RECONVEYANCE CORPORATION AS ATTORNEY-IN-FACT

WHOSE ADDRESS IS 1800 TAPO CANYON ROAD, SIMI VALLEY, CA 93063

TO U.S. BANK NATIONAL ASSOCIATION, AS TRUSTEE FOR THE CERTIFICATEHOLDERS OF THE BANC OF AMERICA

MORTGAGE SECURITIES 2008-A TRUST, MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2008-A

WHOSE ADDRESS IS 1 FEDERAL STREET, FL 3, BOSTON, MA 02110-2012

RECORDED ON 11/23/11 INSTRUMENT #201111230000496, BOOK# N/A, PAGE# N/A, IN PUBLIC RECORDS OF CLARK COUNTY, STATE OF NV, IS HEREBY DISCHARGED OF RECORD FOR THE REASON THAT SAID ASSIGNMENT OF MORTGAGE/DEED OF TRUST WAS ERRONEOUSLY RECORDED AND THE SPECIFIED THEREIN WAS RECORDED WAS NOT INTENDED TO BE ASSIGNED OR TRANSFERRED. THE UNDERLYING LOAN HAVING NEVER PURCHASED BY U.S. BANK NATIONAL ASSOCIATION, AS TRUSTEE FOR THE CERTIFICATEHOLDERS OF THE BANC OF AMERICA MORTGAGE SECURITIES 2008-A TRUST, MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2008-A

IN WITNESS WHEREOF, BANK OF AMERICA, N.A.

HAS CAUSED THIS DISCHARGE OF ASSIGNMENT TO BE SIGNED THIS DATE

11/25/14

BY:

JoAnn Norman
JoAnn Norman - ASSISTANT VICE PRESIDENT

STATE OF CALIFORNIA
COUNTY OF VENTURA

ON 11/25/14 BEFORE ME, C. SANTOS, NOTARY PUBLIC, PERSONALLY APPEARED JOANN NORMAN, 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 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

C. Santos
C. SANTOS - Notary Public



JA_0735

(b) Verifications

Upon receiving the Notes from the Seller/Servicer, the Document Custodian must verify that the following requirements have been met:

- **Note:** The information on each Note matches all corresponding information for the related Mortgage contained in the Freddie Mac Selling System ("Selling System"). The Document Custodian is not required to verify the Seller/Servicer number.
- **Note endorsement:** Each Note is endorsed as required by Section 16.4. If the Seller/Servicer delivering the Note is not the original payee on a Note, the Document Custodian must verify that the chain of endorsements is proper and complete from the original payee on the Note to the Seller delivering the Note to Freddie Mac — not to the Servicer.
- **Assignments:** The assignments of the Security Instruments from the original Mortgagee to the Seller/Servicer or to MERS® are prepared, executed and recorded where required, in accordance with Sections 22.14 and 56.7. The Seller/Servicer must provide its Document Custodian with any documentation necessary for the Document Custodian to determine whether the Seller/Servicer has elected to hold all assignments for Mortgages registered with MERS in the Mortgage files, as provided in Section 22.14.

(c) Certification

The Document Custodian must comply with the applicable requirements of the Purchase Documents whenever the Document Custodian is completing the certification process for Mortgages sold to Freddie Mac.

The Document Custodian consents to conduct Electronic Transactions, as defined in Chapter 3, with the Seller/Servicer and Freddie Mac in connection with its functions, duties and obligations under this Section 18.6 and Form 1035. In accordance with Form 1035, the Document Custodian adopts as its signature its Freddie Mac Document Custodian number. The Document Custodian must comply with the requirements of Chapter 3 as if each reference to the word "Seller/Servicer" were a reference to the "Document Custodian."

The Document Custodian must not execute the Custodian Certification if any of the information or documentation required to be verified does not match the specifications in Section 18.6(b) or if any discrepancy is not sufficiently justified. The Document Custodian must inform the delivering Seller/Servicer of any discrepancy for corrective action.

(d) Duties to Freddie Mac

Upon certification of the Notes and assignments, the Document Custodian must hold the Notes and assignments in trust for the sole benefit of Freddie Mac. The Document Custodian may not enter into any understanding, agreement, or relationship with any party by which any such party would obtain, retain or claim any interest (including an ownership or security interest) in such documents or the underlying Mortgages, unless otherwise specifically approved by Freddie Mac.

If the Document Custodian's facilities are affected by a disaster, the Document Custodian must notify Freddie Mac (**see Directory 9**) within 24 hours of the disaster.

(e) Release of documents to the Seller/Servicer

The Seller/Servicer may require Notes and related documents in conjunction with the maturity, prepayment, foreclosure, repurchase, substitution, conversion, modification or assumption of a Mortgage or the recordation of the assignment of a Security Instrument to Freddie Mac.

The Document Custodian will release to the Seller/Servicer any Note and related documents in the Document Custodian's custody upon receiving from the Seller/Servicer a properly completed and executed Form 1036, Request for Release of Documents, (or its equivalent, each such form, a "Request for Release"), (or in the case of the Designated Custodian, a request via its web portal (see section 18.4(e)). To use an electronic or system-generated version of the Form 1036, the Seller/Servicer must enter into an agreement with the Document Custodian that:

- Defines electronic signatures and the type of electronic transmission permitted
- States the Document Custodian's requirements for accepting electronic signatures
- States the Seller/Servicer's requirements for maintaining and controlling access to electronic signature information
- Clearly assigns liability when the terms of the agreement are violated

In addition, the Seller/Servicer must provide, and the Document Custodian must retain, a list of the individuals designated to request the release of documents electronically. The list must be signed by an authorized officer of the Seller/Servicer and contain the notarized signatures of the designees.

An electronic or system-generated Form 1036 must contain all of the information required on the paper form. A single electronic form can be used to request multiple Notes provided that the Note list is attached.

See Section 18.6(g) for additional information on imaging and retention requirements. If a document is no longer needed for the reason originally cited on the request, the Seller/Servicer must return the Note and related documents and a copy of the Form 1036 to the Document Custodian, or return the Note and any other documentation required by the Designated Custodian, which will resume its custody and update its note tracking system to reflect receipt of the documents.

See Section 18.4(e) for additional information on returning documents to the Document Custodian or Designated Custodian. Seller/Servicers must follow prudent business practices in protecting and safeguarding all documents released to them while those documents are in their possession. These practices include protection from destructive elements, such as fire, identification as Freddie Mac assets, and segregation from other non-related documents.

(f) Imaging and retention requirements

The Document Custodian must retain either the original or an imaged copy of each Form 1036 (or its equivalent, each such form, a "Request for Release") for at least three months after the date the Mortgage is paid off or the Note is returned to the Document Custodian. The Document Custodian need not retain a Form 1034E, or Note Delivery Cover Sheet, after the related Mortgages have been certified.

Imaged copies of the forms are permitted, provided that:

- Such copies were made in the regular course of business pursuant to Document Custodian's written policy
- Each imaged copy accurately reproduces or forms a durable medium for reproducing the original document
- There is equipment to view or read and to reproduce the imaged copies into legible documents at the location where the imaged copies are maintained

The Document Custodian may destroy:

- Original Certification Schedules after making imaged copies that meet the above criteria
- Requests for Release after making imaged copies that meet the above criteria and updating Document Custodian's note tracking system to indicate the date of release of the related documents and the reason for their release
- All original or imaged copies of Certification Schedules and Requests for Release after expiration of the retention period

In disposing of such documents, Document Custodian must have in place and follow procedures to ensure the confidentiality of Borrowers' private personal information and must use disposal methods that safeguard such confidentiality.

Freddie Mac Single Family / Archive of Single-Family Seller/Servicer Guide / Archive of Single-Family Seller/Servicer Guide Published as of the Date of the Last 2013 Bulletin / Single-Family Seller/Servicer Guide, Volume 2 / Chs. 63-A69: Servicing Nonperforming Mortgages / Chapter 66: Foreclosure / 66.1: Introduction (10/01/11)

FUTURE REVISION 01/10/14 [SHOW]

66.1: Introduction (10/01/11)

ARCHIVED VERSION

The Servicer must initiate foreclosure in accordance with this chapter only when there is no viable alternative to foreclosure. Additionally, Freddie Mac requires the Servicer to manage the foreclosure process to acquire clear and marketable title to the property in a cost-effective, expeditious and efficient manner.

Freddie Mac Single Family / Archive of Single-Family Seller/Servicer Guide / Archive of Single-Family Seller/Servicer Guide Published as of the Date of the Last 2013 Bulletin / Single-Family Seller/Servicer Guide, Volume 2 / Chs. 63-A69: Servicing Nonperforming Mortgages / Chapter 66: Foreclosure / 66.20: Obtaining the original Note (11/09/12)

66.20: Obtaining the original Note (11/09/12)

ARCHIVED VERSION

If the original Note is needed to perform the foreclosure, the Servicer must request the Note from the Document Custodian holding the Note by submitting to the Document Custodian a completed Form 1036, Request for Release of Documents, or an electronic or system-generated version of the form (or, in the case of the Designated Custodian, a copy of the electronically generated 1036 Release Receipt Report) in accordance with the requirements of Section 18.4 (e).

If there is a full or partial reinstatement of the Mortgage, the Servicer must return the Note to the Document Custodian with either the original Form 1036 or a copy.

Before June 1, 2013, the designated counsel may request the Note from the Document Custodian holding the Note by submitting to the Document Custodian a completed Form 1036DC, Designated Counsel's Request for Release of Documents. The designated counsel may contact the Servicer to identify the Document Custodian holding the Note, and the Servicer must cooperate in providing the necessary information. In addition, the Servicer must pay any release fees and expenses required by the Document Custodian.

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REVISION HISTORY 06/14/13 [SHOW]

REVISION HISTORY 06/01/13 [SHOW]

REVISION HISTORY 06/13/12 [HIDE]

REVISION NUMBER: 06132012

DATE: 06/13/2012

REVISION REMARKS: THIS CONTENT HAS CHANGED. CURRENT REQUIREMENTS APPEAR UNSHADED BELOW.

66.17: Foreclosing in the Servicer's name (Effective: 06/13/12)

ARCHIVED VERSION

The Servicer must instruct the foreclosure counsel or trustee to process the foreclosure in the Servicer's name.

If an assignment of the Security Instrument to Freddie Mac has been recorded, then the Security Instrument must be assigned back to the Servicer before the foreclosure counsel or trustee files the first legal action. Refer to Section 66.18 for an explanation of first legal action.

To have the Security Instrument assigned back to the Servicer, the Servicer must submit a completed assignment with Form 105, Multipurpose Loan Servicing Transmittal, to Freddie Mac (**see Directory 9**). Freddie Mac will execute the assignment and return it to the Servicer within seven Business Days of receiving the documents.

If the Servicer is foreclosing on a Mortgage registered with MERS®, the Servicer must prepare and execute (using the Servicer's employee who is a MERS authorized "signing officer") an assignment of the Security Instrument from MERS to the Servicer and instruct the foreclosure counsel or trustee to foreclose in the Servicer's name and take title in Freddie Mac's name according to the requirements of Section 66.54. The Servicer must record the prepared assignment where required by State law. State mandated recordings are non-reimbursable by Freddie Mac, are not considered part of the Freddie Mac allowable attorney fees and must not be billed to the Borrower.

If the Mortgage is an FHA, Section 502 GRH or VA Mortgage, then the Servicer must follow FHA, Rural Housing Service (RHS) or VA guidelines to determine in whose name the foreclosure action should be brought.

If the Servicer is foreclosing on a property in the State of Oregon, the Servicer must destroy any unrecorded assignment to Freddie Mac no later than 10 days after the date the Servicer refers the foreclosure to its foreclosure attorney or trustee. If the Borrower subsequently reinstates his or her Mortgage, the Servicer does not need to prepare a new assignment to Freddie Mac. Refer to Section 22.14 for additional information on Freddie Mac's requirements for assignments of the Security Instrument.

66.17: Foreclosing in the Servicer's name (10/18/13)**ARCHIVED VERSION**

The Servicer must instruct the foreclosure counsel to process the foreclosure in the Servicer's name. However, if applicable law precludes the Servicer from conducting the foreclosure in its name because it owns or services a subordinate Mortgage on the Mortgaged Premises, then the Servicer may instruct foreclosure counsel to conduct the foreclosure in Freddie Mac's name. Servicers do not need to obtain written approval (refer to Section 67.17 regarding initiating legal actions on Freddie Mac's behalf) but must notify Freddie Mac within two Business Days of the Servicer's determination to foreclose in Freddie Mac's name and record the basis of the decision in the Mortgage file. All notifications must be sent via e-mail (**see Directory 5**). When processing the foreclosure in Freddie Mac's name, all pleadings and related documents must comply with Section 67.17(c). The Servicer remains obligated to notify Freddie Mac pursuant to Section 69.12(a) in the event that any foreclosure conducted in Freddie Mac's name evolves into a non-routine litigation matter (see Section 67.17).

When a Servicer conducts the foreclosure in Freddie Mac's name, the Servicer is not permitted to have the same foreclosure counsel represent the Servicer or another lien holder in the same proceeding. Freddie Mac does not consent to dual representation of Freddie Mac and another lien holder on the same property.

If an assignment of the Security Instrument to Freddie Mac has been recorded, then the Security Instrument must be assigned back to the Servicer before the foreclosure counsel files the first legal action. Refer to Section 66.18 for an explanation of first legal action.

To have the Security Instrument assigned back to the Servicer, the Servicer must submit a completed assignment with a Request for Assistance Form (available at: <http://www.freddiemac.com/cim/docex.html>), to Freddie Mac (**see Directory 9**). Freddie Mac will endeavor to execute the assignment and return it to the Servicer within 10-12 Business Days of receiving the documents.

If the Servicer is foreclosing on a Mortgage registered with MERS®, the Servicer must prepare and execute (using the Servicer's employee who is a MERS authorized "signing officer") an assignment of the Security Instrument from MERS to the Servicer. The Servicer must record the prepared assignment where required by State law. State mandated recordings are non-reimbursable by Freddie Mac, are not considered part of the Freddie Mac allowable foreclosure counsel fees and must not be billed to the Borrower.

If the Mortgage is an FHA, Section 502 GRH or VA Mortgage, then the Servicer must follow FHA, Rural Housing Service (RHS) or VA guidelines to determine in whose name the foreclosure action should be brought.

Refer to Section 22.14 for additional information on Freddie Mac's requirements for assignments of the Security Instrument.

Related Guide Bulletins	Issue Date
Bulletin 2013-22	October 18, 2013
Bulletin 2013-10	June 14, 2013

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67.6: Introduction (11/09/12)**ARCHIVED VERSION**

This part of the chapter provides Servicers with Freddie Mac's requirements for Servicing Mortgages subject to bankruptcy proceedings or litigation. The Servicer must take appropriate action to protect Freddie Mac's interest during bankruptcy proceedings in which the Borrower is the debtor or when there is litigation of either a routine or non-routine nature (Refer to Section 67.17 for information regarding routine and non-routine litigation).

Loan StatusManager
TOS Summary Report

Report generated on Wednesday, July 26, 2017 at 1:04 pm.

SQL returned 1 rows

Flhmc Loan Number: 2250									
Date Requested	Status	Status Date	Date Effective	Servicer From	Servicer To	Servicer Family From	Servicer Family To	Global Family From	Global Family To
06/27/2012	APPROVED	07/27/2012	07/16/2012	125949 - BANK OF AMERICA, N.A.	157328 - NATIONSTAR MORTGAGE, LLC	121898 - BANK OF AMERICA, N.A.	157328 - NATIONSTAR MORTGAGE, LLC	121898 - BANK OF AMERICA, N.A.	152360 - NATIONSTAR MORTGAGE, LLC



ID_LOAN_	DT_ACCTG_	DT_SRCE_BEG	DT_SRCE_END	AMT_UPB_LIA	CD_LIA	CD_LOAN_	DT_LIA	NBR_LOAN_	NBR_POOL	DT_LST_UPDT	FLAG_DEL	NBR_		
SYST_GEN	CYCL					SRCE_SYS		_SRCE_SY	PRE_ACCN			BATC		
D		1/14/2009 12:17:50 AM	1/1/9999 12:00:00 AM	271066.83 M		T	1/13/2009	ST	1G1714	1/14/2009 12:17:56 AM		H	1	
4,345	1/15/2009							2250						
NBR_LOAN	ID_LOAN_								PCT_CURR_			FLAG_	NBR_	RATE
MIDAS	SYST_GEN	NBR_POOL	DT_SRCE_BEG	DT_SRCE_END	DT_MRTG	FLAG_GOL	NBR_GR	NBR_ORIG	MRTG_POO	PCT_ORIGL_POOLD	DT_LST_UPDT	DEL	BATCH	DT_
2250	4,345		10/24/2005 5:49:28 PM	1/14/2009 3:44:51 AM	RMVD	D_CONV	P	L_POOL	L					PAYF
2250	4,345		1/14/2009 3:44:51 AM	1/1/9999 12:00:00 AM	1/15/2009 N	N	H812558	1G1714		1	1/14/2009 2:45:03 AM		1	1
							H812558	1G1714		1	1/14/2009 2:45:03 AM		1	
														E
														0.035
														0.035

Loan Status Manager
Mortgage Payment History Report
Report generated on Wednesday, July 26, 2017 at 1:04 pm.

SQL returned 144 rows


Accounting Cycle	File Loan Number	Date Reported	Date DDLP1 Reported	Last Payment Received	Monthly P&I Due Date	Monthly P&I	Principal Due	Interest Due	Ending UPB	Int Bearing UPB	Non-Int Bearing UPB	Non-Int Bearing Principal Curtailment	Borrower Incentive	Negam Balance	Prepay Penalty	Proceeds	ANY Rate	Note Rate	Code Exception	Date Exception
07/15/2017		07/17/2017	03/01/2010	01/30/2012	07/19/2017	\$1,524.75	\$0.00	\$0.00	\$271,066.83	\$271,066.83	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		3.500%		
06/15/2017		06/16/2017	03/01/2010	01/30/2012	06/20/2017	\$1,524.75	\$0.00	\$0.00	\$271,066.83	\$271,066.83	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		3.500%		
05/15/2017		05/16/2017	03/01/2010	01/30/2012	05/18/2017	\$1,524.75	\$0.00	\$0.00	\$271,066.83	\$271,066.83	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		3.500%		
04/15/2017		04/17/2017	03/01/2010	01/30/2012	04/19/2017	\$1,524.75	\$0.00	\$0.00	\$271,066.83	\$271,066.83	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		3.500%		
03/15/2017		03/16/2017	03/01/2010	01/30/2012	03/20/2017	\$1,524.75	\$0.00	\$0.00	\$271,066.83	\$271,066.83	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		3.500%		
02/15/2017		02/16/2017	03/01/2010	01/30/2012	02/21/2017	\$1,524.75	\$0.00	\$0.00	\$271,066.83	\$271,066.83	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		3.500%		
01/15/2017		01/17/2017	03/01/2010	01/30/2012	01/19/2017	\$1,524.75	\$0.00	\$0.00	\$271,066.83	\$271,066.83	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		3.500%		
12/15/2016		12/16/2016	03/01/2010	01/30/2012	12/20/2016	\$1,524.75	\$0.00	\$0.00	\$271,066.83	\$271,066.83	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		3.500%		
11/15/2016		11/17/2016	03/01/2010	01/30/2012	11/18/2016	\$1,524.75	\$0.00	\$0.00	\$271,066.83	\$271,066.83	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		3.500%		
10/15/2016		10/18/2016	03/01/2010	01/30/2012	10/19/2016	\$1,524.75	\$0.00	\$0.00	\$271,066.83	\$271,066.83	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		3.500%		
09/15/2016		09/20/2016	03/01/2010	01/30/2012	09/20/2016	\$1,524.75	\$0.00	\$0.00	\$271,066.83	\$271,066.83	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		3.500%		
08/15/2016		08/18/2016	03/01/2010	01/30/2012	08/18/2016	\$1,287.72	\$0.00	\$0.00	\$271,066.83	\$271,066.83	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		3.000%		
07/15/2016		07/19/2016	03/01/2010	01/30/2012	07/20/2016	\$1,287.72	\$0.00	\$0.00	\$271,066.83	\$271,066.83	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		3.000%		
06/15/2016		06/17/2016	03/01/2010	01/30/2012	06/20/2016	\$1,287.72	\$0.00	\$0.00	\$271,066.83	\$271,066.83	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		3.000%		
05/15/2016		05/17/2016	03/01/2010	01/30/2012	05/18/2016	\$1,287.72	\$0.00	\$0.00	\$271,066.83	\$271,066.83	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		3.000%		
04/15/2016		04/19/2016	03/01/2010	01/30/2012	04/20/2016	\$1,287.72	\$0.00	\$0.00	\$271,066.83	\$271,066.83	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		3.000%		
03/15/2016		03/18/2016	03/01/2010	01/30/2012	03/18/2016	\$1,287.72	\$0.00	\$0.00	\$271,066.83	\$271,066.83	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		3.000%		
02/15/2016		02/17/2016	03/01/2010	01/30/2012	02/18/2016	\$1,287.72	\$0.00	\$0.00	\$271,066.83	\$271,066.83	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		3.000%		
01/15/2016		01/20/2016	03/01/2010	01/30/2012	01/21/2016	\$1,287.72	\$0.00	\$0.00	\$271,066.83	\$271,066.83	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		3.000%		
12/15/2015		12/17/2015	03/01/2010	01/30/2012	12/18/2015	\$1,287.72	\$0.00	\$0.00	\$271,066.83	\$271,066.83	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		3.000%		
11/15/2015		11/17/2015	03/01/2010	01/30/2012	11/18/2015	\$1,287.72	\$0.00	\$0.00	\$271,066.83	\$271,066.83	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		3.000%		
10/15/2015		10/19/2015	03/01/2010	01/30/2012	10/20/2015	\$1,287.72	\$0.00	\$0.00	\$271,066.83	\$271,066.83	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		3.000%		
09/15/2015		09/18/2015	03/01/2010	01/30/2012	09/18/2015	\$1,287.72	\$0.00	\$0.00	\$271,066.83	\$271,066.83	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		3.000%		
08/15/2015		08/18/2015	03/01/2010	01/30/2012	08/19/2015	\$1,258.85	\$0.00	\$0.00	\$271,066.83	\$271,066.83	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		2.750%		
07/15/2015		07/20/2015	03/01/2010	01/30/2012	07/20/2015	\$1,258.85	\$0.00	\$0.00	\$271,066.83	\$271,066.83	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		2.750%		
06/15/2015		06/18/2015	03/01/2010	01/30/2012	06/18/2015	\$1,258.85	\$0.00	\$0.00	\$271,066.83	\$271,066.83	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		2.750%		

05/15/2015	05/19/2015	03/01/2010	01/30/2012	05/20/2015	\$1,258.85	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	2.750%
04/15/2015	04/17/2015	03/01/2010	01/30/2012	04/20/2015	\$1,258.85	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	2.750%
03/15/2015	03/17/2015	03/01/2010	01/30/2012	03/18/2015	\$1,258.85	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	2.750%
02/15/2015	02/19/2015	03/01/2010	01/30/2012	02/19/2015	\$1,258.85	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	2.750%
01/15/2015	01/21/2015	03/01/2010	01/30/2012	01/21/2015	\$1,258.85	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	2.750%
12/15/2014	12/18/2014	03/01/2010	01/30/2012	12/18/2014	\$1,258.85	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	2.750%
11/15/2014	11/18/2014	03/01/2010	01/30/2012	11/19/2014	\$1,258.85	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	2.750%
10/15/2014	10/17/2014	03/01/2010	01/30/2012	10/20/2014	\$1,258.85	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	2.750%
09/15/2014	09/18/2014	03/01/2010	01/30/2012	09/18/2014	\$1,258.85	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	2.750%
08/15/2014	08/20/2014	03/01/2010	01/30/2012	08/20/2014	\$1,273.88	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	2.875%
07/15/2014	07/18/2014	03/01/2010	01/30/2012	07/18/2014	\$1,273.88	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	2.875%
06/15/2014	06/19/2014	03/01/2010	01/30/2012	06/18/2014	\$1,273.88	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	2.875%
05/15/2014	05/20/2014	03/01/2010	01/30/2012	05/20/2014	\$1,273.88	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	2.875%
04/15/2014	04/18/2014	03/01/2010	01/30/2012	04/18/2014	\$1,273.88	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	2.875%
03/15/2014	03/19/2014	03/01/2010	01/30/2012	03/19/2014	\$1,273.88	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	2.875%
02/15/2014	02/20/2014	03/01/2010	01/30/2012	02/20/2014	\$1,273.88	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	2.875%
01/15/2014	01/17/2014	03/01/2010	01/30/2012	01/21/2014	\$1,273.88	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	2.875%
12/15/2013	12/19/2013	03/01/2010	01/30/2012	12/18/2013	\$1,273.88	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	2.875%
11/15/2013	11/20/2013	03/01/2010	01/30/2012	11/20/2013	\$1,273.88	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	2.875%
10/15/2013	10/16/2013	03/01/2010	01/30/2012	10/18/2013	\$1,273.88	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	2.875%
09/15/2013	09/17/2013	03/01/2010	01/30/2012	09/18/2013	\$1,273.88	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	2.875%
08/15/2013	08/19/2013	03/01/2010	01/30/2012	08/20/2013	\$1,337.64	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	3.375%
07/15/2013	07/18/2013	03/01/2010	01/30/2012	07/18/2013	\$1,337.64	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	3.375%
06/15/2013	06/18/2013	03/01/2010	01/30/2012	06/19/2013	\$1,337.64	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	3.375%
05/15/2013	05/20/2013	03/01/2010	01/30/2012	05/20/2013	\$1,337.64	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	3.375%
04/15/2013	04/17/2013	03/01/2010	01/30/2012	04/18/2013	\$1,337.64	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	3.375%
03/15/2013	03/19/2013	03/01/2010	01/30/2012	03/20/2013	\$1,337.64	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	3.375%
02/15/2013	02/20/2013	03/01/2010	01/30/2012	02/21/2013	\$1,337.64	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	3.375%
01/15/2013	01/17/2013	03/01/2010	01/30/2012	01/18/2013	\$1,337.64	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	3.375%
12/15/2012	12/18/2012	03/01/2010	01/30/2012	12/19/2012	\$1,337.64	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	3.375%
11/15/2012	11/19/2012	03/01/2010	01/30/2012	11/20/2012	\$1,337.64	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	3.375%
10/15/2012	10/17/2012	03/01/2010	01/30/2012	10/18/2012	\$1,337.64	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	3.375%
09/15/2012	09/19/2012	03/01/2010	01/30/2012	09/19/2012	\$1,337.64	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	3.375%
08/15/2012	08/17/2012	03/01/2010	01/30/2012	08/20/2012	\$1,287.80	\$0.00	\$592.96	\$271,066.83	\$271,066.83	\$271,066.83	\$271,066.83	\$271,066.83	\$271,066.83	\$271,066.83	\$271,066.83	\$271,066.83	\$271,066.83	\$271,066.83	3.000%
																			Inactivate loan

07/15/2012	07/19/2012	03/01/2010	01/30/2012	07/18/2012	\$1,287.80	\$0.00	\$592.96	\$271,066.83	\$271,066.83	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	3.0000%
06/15/2012	06/21/2012	03/01/2010	01/30/2012	06/20/2012	\$1,287.80	\$0.00	\$592.96	\$271,066.83	\$271,066.83	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	3.0000%
05/15/2012	05/21/2012	03/01/2010	01/30/2012	05/18/2012	\$1,287.80	\$0.00	\$592.96	\$271,066.83	\$271,066.83	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	3.0000%
04/15/2012	04/19/2012	03/01/2010	01/30/2012	04/18/2012	\$1,287.80	\$0.00	\$592.96	\$271,066.83	\$271,066.83	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	3.0000%
03/15/2012	03/21/2012	03/01/2010	01/30/2012	03/20/2012	\$1,287.80	\$0.00	\$592.96	\$271,066.83	\$271,066.83	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	3.0000%
02/15/2012	02/22/2012	03/01/2010	01/30/2012	02/21/2012	\$1,287.80	\$0.00	\$592.96	\$271,066.83	\$271,066.83	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	3.0000%
01/15/2012	01/20/2012	01/01/2010	05/25/2011	01/19/2012	\$1,287.80	\$0.00	\$592.96	\$271,066.83	\$271,066.83	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	3.0000%
12/15/2011	12/21/2011	01/01/2010	05/25/2011	12/20/2011	\$1,287.80	\$0.00	\$592.96	\$271,066.83	\$271,066.83	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	3.0000%
11/15/2011	11/21/2011	01/01/2010	05/25/2011	11/18/2011	\$1,287.80	\$0.00	\$592.96	\$271,066.83	\$271,066.83	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	3.0000%
10/15/2011	10/19/2011	01/01/2010	05/25/2011	10/19/2011	\$1,287.80	\$0.00	\$592.96	\$271,066.83	\$271,066.83	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	3.0000%
09/15/2011	09/21/2011	01/01/2010	05/25/2011	09/20/2011	\$1,287.80	\$0.00	\$592.96	\$271,066.83	\$271,066.83	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	3.0000%
08/15/2011	08/19/2011	01/01/2010	05/25/2011	08/18/2011	\$1,357.02	\$0.00	\$705.90	\$271,066.83	\$271,066.83	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	3.0000%
07/15/2011	07/20/2011	01/01/2010	05/25/2011	07/20/2011	\$1,357.02	\$0.00	\$705.90	\$271,066.83	\$271,066.83	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	3.0000%
06/15/2011	06/21/2011	01/01/2010	05/25/2011	06/20/2011	\$1,357.02	\$0.00	\$705.90	\$271,066.83	\$271,066.83	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	3.0000%
05/15/2011	05/19/2011	12/01/2009	04/08/2011	05/18/2011	\$1,357.02	\$0.00	\$705.90	\$271,066.83	\$271,066.83	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	3.0000%
04/15/2011	04/21/2011	12/01/2009	04/08/2011	04/20/2011	\$1,357.02	\$0.00	\$705.90	\$271,066.83	\$271,066.83	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	3.0000%
03/15/2011	03/21/2011	09/01/2009	02/01/2010	03/18/2011	\$1,357.02	\$0.00	\$705.90	\$271,066.83	\$271,066.83	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	3.0000%
02/15/2011	02/18/2011	09/01/2009	02/01/2010	02/18/2011	\$1,357.02	\$0.00	\$705.90	\$271,066.83	\$271,066.83	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	3.0000%
01/15/2011	01/21/2011	09/01/2009	02/01/2010	01/20/2011	\$1,357.02	\$0.00	\$705.90	\$271,066.83	\$271,066.83	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	3.0000%
12/15/2010	12/21/2010	09/01/2009	02/01/2010	12/20/2010	\$1,357.02	\$0.00	\$705.90	\$271,066.83	\$271,066.83	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	3.0000%
11/15/2010	11/19/2010	09/01/2009	02/01/2010	11/18/2010	\$1,357.02	\$0.00	\$705.90	\$271,066.83	\$271,066.83	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	3.0000%
10/15/2010	10/20/2010	09/01/2009	02/01/2010	10/20/2010	\$1,357.02	\$0.00	\$705.90	\$271,066.83	\$271,066.83	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	3.0000%
09/15/2010	09/21/2010	09/01/2009	02/01/2010	09/20/2010	\$1,357.02	\$0.00	\$705.90	\$271,066.83	\$271,066.83	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	3.0000%
08/15/2010	08/18/2010	09/01/2009	02/01/2010	08/18/2010	\$1,524.75	\$0.00	\$1,440.04	\$271,066.83	\$271,066.83	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	6.7500%
07/15/2010	07/22/2010	09/01/2009	02/01/2010	07/20/2010	\$1,524.75	\$0.00	\$1,440.04	\$271,066.83	\$271,066.83	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	6.7500%
06/15/2010	06/18/2010	09/01/2009	02/01/2010	06/18/2010	\$1,524.75	\$0.00	\$1,440.04	\$271,066.83	\$271,066.83	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	6.7500%
05/15/2010	05/19/2010	09/01/2009	02/01/2010	05/19/2010	\$1,524.75	\$0.00	\$1,440.04	\$271,066.83	\$271,066.83	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	6.7500%
04/15/2010	04/21/2010	09/01/2009	02/01/2010	04/20/2010	\$1,524.75	\$0.00	\$1,440.04	\$271,066.83	\$271,066.83	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	6.7500%
03/15/2010	03/19/2010	09/01/2009	02/01/2010	03/18/2010	\$1,524.75	\$0.00	\$1,440.04	\$271,066.83	\$271,066.83	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	6.7500%
02/15/2010	02/19/2010	09/01/2009	02/01/2010	02/18/2010	\$1,524.75	\$0.00	\$1,440.04	\$271,066.83	\$271,066.83	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	6.7500%
01/15/2010	01/21/2010	08/01/2009	10/19/2009	01/21/2010	\$1,524.75	\$0.00	\$1,440.04	\$271,066.83	\$271,066.83	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	6.7500%
12/15/2009	12/21/2009	08/01/2009	10/19/2009	12/18/2009	\$1,524.75	\$0.00	\$1,440.04	\$271,066.83	\$271,066.83	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	6.7500%
11/15/2009	11/19/2009	08/01/2009	10/19/2009	11/18/2009	\$1,524.75	\$0.00	\$1,440.04	\$271,066.83	\$271,066.83	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	6.7500%
10/15/2009	10/19/2009	07/01/2009	08/06/2009	10/20/2009	\$1,524.75	\$0.00	\$1,440.04	\$271,066.83	\$271,066.83	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	6.7500%

09/15/2009	09/17/2009	07/01/2009	08/06/2009	09/18/2009	\$1,524.75	\$0.00	\$1,440.04	\$271,066.83	\$271,066.83	\$0.00	\$0.00	\$0.00	\$0.00	6.750%
08/15/2009	08/18/2009	07/01/2009	08/06/2009	08/19/2009	\$1,524.75	\$0.00	\$1,440.04	\$271,066.83	\$271,066.83	\$0.00	\$0.00	\$0.00	\$0.00	6.750%
07/15/2009	07/20/2009	06/01/2009	07/10/2009	07/20/2009	\$1,524.75	\$0.00	\$1,440.04	\$271,066.83	\$271,066.83	\$0.00	\$0.00	\$0.00	\$0.00	6.750%
06/15/2009	06/18/2009	04/01/2009	05/29/2009	06/18/2009	\$1,524.75	\$0.00	\$1,440.04	\$271,066.83	\$271,066.83	\$0.00	\$0.00	\$0.00	\$0.00	6.750%
05/15/2009	05/20/2009	03/01/2009	05/01/2009	05/20/2009	\$1,524.75	\$0.00	\$1,440.04	\$271,066.83	\$271,066.83	\$0.00	\$0.00	\$0.00	\$0.00	6.750%
04/15/2009	04/21/2009	02/01/2009	03/27/2009	04/20/2009	\$1,524.75	\$0.00	\$1,440.04	\$271,066.83	\$271,066.83	\$0.00	\$0.00	\$0.00	\$0.00	6.750%
03/15/2009	03/18/2009	01/01/2009	02/20/2009	03/18/2009	\$1,524.75	\$0.00	\$1,440.04	\$271,066.83	\$271,066.83	\$0.00	\$0.00	\$0.00	\$0.00	6.750%
02/15/2009	02/18/2009	12/01/2008	02/12/2009	02/19/2009	\$1,524.75	\$0.00	\$1,440.04	\$271,066.83	\$271,066.83	\$0.00	\$0.00	\$0.00	\$0.00	6.750%
01/15/2009	01/22/2009	11/01/2008	12/22/2008	01/21/2009	\$1,524.75	\$0.00	\$1,440.04	\$271,066.83	\$271,066.83	\$0.00	\$0.00	\$0.00	\$0.00	6.750%
12/15/2008	12/19/2008	10/01/2008	11/21/2008	12/18/2008	\$1,524.75	\$0.00	\$1,440.04	\$271,066.83	\$271,066.83	\$0.00	\$0.00	\$0.00	\$0.00	6.750%
11/15/2008	11/19/2008	08/01/2008	10/20/2008	11/19/2008	\$1,524.75	\$0.00	\$1,440.04	\$271,066.83	\$271,066.83	\$0.00	\$0.00	\$0.00	\$0.00	6.750%
10/15/2008	10/20/2008	07/01/2008	08/29/2008	10/20/2008	\$1,524.75	\$0.00	\$1,440.04	\$271,066.83	\$271,066.83	\$0.00	\$0.00	\$0.00	\$0.00	6.750%
09/15/2008	09/18/2008	07/01/2008	08/29/2008	09/18/2008	\$1,524.75	\$0.00	\$1,440.04	\$271,066.83	\$271,066.83	\$0.00	\$0.00	\$0.00	\$0.00	6.750%
08/15/2008	08/20/2008	06/01/2008	06/27/2008	08/20/2008	\$1,524.75	\$0.00	\$1,440.04	\$271,066.83	\$271,066.83	\$0.00	\$0.00	\$0.00	\$0.00	6.750%
07/15/2008	07/18/2008	06/01/2008	06/27/2008	07/18/2008	\$1,524.75	\$0.00	\$1,440.04	\$271,066.83	\$271,066.83	\$0.00	\$0.00	\$0.00	\$0.00	6.750%
06/15/2008	06/18/2008	05/01/2008	05/29/2008	06/18/2008	\$1,524.75	\$0.00	\$1,440.04	\$271,066.83	\$271,066.83	\$0.00	\$0.00	\$0.00	\$0.00	6.750%
05/15/2008	05/20/2008	04/01/2008	04/30/2008	05/20/2008	\$1,524.75	\$0.00	\$1,440.04	\$271,066.83	\$271,066.83	\$0.00	\$0.00	\$0.00	\$0.00	6.750%
04/15/2008	04/18/2008	03/01/2008	03/25/2008	04/18/2008	\$1,524.75	\$484.63	\$1,442.62	\$271,066.83	\$271,066.83	\$0.00	\$0.00	\$0.00	\$0.00	6.750%
03/15/2008	03/18/2008	02/01/2008	02/28/2008	03/19/2008	\$1,527.91	\$76.40	\$1,443.02	\$271,551.46	\$271,551.46	\$0.00	\$0.00	\$0.00	\$0.00	6.750%
02/15/2008	02/21/2008	01/01/2008	01/30/2008	02/21/2008	\$1,527.91	\$0.00	\$1,443.02	\$271,627.86	\$271,627.86	\$0.00	\$0.00	\$0.00	\$0.00	6.750%
01/15/2008	01/18/2008	12/01/2007	12/27/2007	01/18/2008	\$1,527.91	\$0.00	\$1,443.02	\$271,627.86	\$271,627.86	\$0.00	\$0.00	\$0.00	\$0.00	6.750%
12/15/2007	12/18/2007	11/01/2007	11/30/2007	12/19/2007	\$1,527.91	\$0.00	\$1,443.02	\$271,627.86	\$271,627.86	\$0.00	\$0.00	\$0.00	\$0.00	6.750%
11/15/2007	11/20/2007	10/01/2007	10/29/2007	11/20/2007	\$1,527.91	\$0.00	\$1,443.02	\$271,627.86	\$271,627.86	\$0.00	\$0.00	\$0.00	\$0.00	6.750%
10/15/2007	10/18/2007	09/01/2007	10/01/2007	10/18/2007	\$1,527.91	\$0.00	\$1,443.02	\$271,627.86	\$271,627.86	\$0.00	\$0.00	\$0.00	\$0.00	6.750%
09/15/2007	09/19/2007	08/01/2007	08/30/2007	09/19/2007	\$1,527.91	\$0.00	\$1,443.02	\$271,627.86	\$271,627.86	\$0.00	\$0.00	\$0.00	\$0.00	6.750%
08/15/2007	08/20/2007	07/01/2007	07/27/2007	08/20/2007	\$1,527.91	\$0.00	\$1,443.02	\$271,627.86	\$271,627.86	\$0.00	\$0.00	\$0.00	\$0.00	6.750%
07/15/2007	07/18/2007	06/01/2007	06/29/2007	07/18/2007	\$1,527.91	\$0.00	\$1,443.02	\$271,627.86	\$271,627.86	\$0.00	\$0.00	\$0.00	\$0.00	6.750%
06/15/2007	06/20/2007	05/01/2007	05/30/2007	06/20/2007	\$1,527.91	\$0.00	\$1,443.02	\$271,627.86	\$271,627.86	\$0.00	\$0.00	\$0.00	\$0.00	6.750%
05/15/2007	05/18/2007	04/01/2007	04/27/2007	05/18/2007	\$1,527.91	\$0.00	\$1,443.02	\$271,627.86	\$271,627.86	\$0.00	\$0.00	\$0.00	\$0.00	6.750%
04/15/2007	04/19/2007	03/01/2007	03/12/2007	04/18/2007	\$1,527.91	\$0.00	\$1,443.02	\$271,627.86	\$271,627.86	\$0.00	\$0.00	\$0.00	\$0.00	6.750%
03/15/2007	03/20/2007	03/01/2007	03/12/2007	03/20/2007	\$1,527.91	\$0.00	\$1,443.02	\$271,627.86	\$271,627.86	\$0.00	\$0.00	\$0.00	\$0.00	6.750%
02/15/2007	02/22/2007	01/01/2007	01/25/2007	02/21/2007	\$1,527.93	\$0.00	\$1,443.04	\$271,631.46	\$271,631.46	\$0.00	\$0.00	\$0.00	\$0.00	6.750%
01/15/2007	01/19/2007	12/01/2006	12/21/2006	01/18/2007	\$1,527.93	\$0.00	\$1,443.04	\$271,631.46	\$271,631.46	\$0.00	\$0.00	\$0.00	\$0.00	6.750%
12/15/2006	12/20/2006	11/01/2006	11/29/2006	12/20/2006	\$1,527.93	\$0.00	\$1,443.04	\$271,631.46	\$271,631.46	\$0.00	\$0.00	\$0.00	\$0.00	6.750%
11/15/2006	11/21/2006	10/01/2006	10/19/2006	11/20/2006	\$1,527.93	\$0.00	\$1,443.04	\$271,631.46	\$271,631.46	\$0.00	\$0.00	\$0.00	\$0.00	6.750%

10/15/2006	10/19/2006	09/01/2006	09/15/2006	10/18/2006	\$1,527.93	\$0.00	\$1,443.04	\$271,631.46	\$271,631.46	\$0.00	\$0.00	\$0.00	\$0.00	6.750%
09/15/2006	09/21/2006	09/01/2006	09/15/2006	09/20/2006	\$1,527.93	\$0.00	\$1,443.04	\$271,631.46	\$271,631.46	\$0.00	\$0.00	\$0.00	\$0.00	6.750%
08/15/2006	08/21/2006	07/01/2006	07/27/2006	08/18/2006	\$1,527.93	\$0.00	\$1,443.04	\$271,631.46	\$271,631.46	\$0.00	\$0.00	\$0.00	\$0.00	6.750%
07/15/2006	07/20/2006	06/01/2006	06/16/2006	07/19/2006	\$1,527.93	\$0.00	\$1,443.04	\$271,631.46	\$271,631.46	\$0.00	\$0.00	\$0.00	\$0.00	6.750%
06/15/2006	06/20/2006	05/01/2006	05/10/2006	06/20/2006	\$1,527.93	\$0.00	\$1,443.04	\$271,631.46	\$271,631.46	\$0.00	\$0.00	\$0.00	\$0.00	6.750%
05/15/2006	05/18/2006	05/01/2006	05/10/2006	05/18/2006	\$1,527.93	\$6.54	\$1,443.08	\$271,631.46	\$271,631.46	\$0.00	\$0.00	\$0.00	\$0.00	6.750%
04/15/2006	04/19/2006	03/01/2006	04/03/2006	04/19/2006	\$1,527.96	\$0.00	\$1,443.08	\$271,638.00	\$271,638.00	\$0.00	\$0.00	\$0.00	\$0.00	6.750%
03/15/2006	03/20/2006	02/01/2006	03/01/2006	03/20/2006	\$1,527.96	\$0.00	\$1,443.08	\$271,638.00	\$271,638.00	\$0.00	\$0.00	\$0.00	\$0.00	6.750%
02/15/2006	02/21/2006	01/01/2006	02/02/2006	02/21/2006	\$1,527.96	\$0.00	\$1,443.08	\$271,638.00	\$271,638.00	\$0.00	\$0.00	\$0.00	\$0.00	6.750%
01/15/2006	01/19/2006	12/01/2005	12/15/2005	01/19/2006	\$1,527.96	\$0.00	\$1,443.08	\$271,638.00	\$271,638.00	\$0.00	\$0.00	\$0.00	\$0.00	6.750%
12/15/2005	12/20/2005	12/01/2005	12/15/2005	12/20/2005	\$1,527.96	\$0.00	\$1,443.08	\$271,638.00	\$271,638.00	\$0.00	\$0.00	\$0.00	\$0.00	6.750%
11/15/2005	11/18/2005	10/01/2005	10/14/2005	11/18/2005	\$1,527.96	\$0.00	\$1,443.08	\$271,638.00	\$271,638.00	\$0.00	\$0.00	\$0.00	\$0.00	6.750%
10/15/2005	10/19/2005	10/01/2005	10/14/2005	10/19/2005	\$1,527.96	\$0.00	\$1,443.08	\$271,638.00	\$271,638.00	\$0.00	\$0.00	\$0.00	\$0.00	6.750%
09/15/2005	09/21/2005	09/01/2005	09/07/2005	09/20/2005	\$1,527.96	\$0.00	\$1,443.08	\$271,638.00	\$271,638.00	\$0.00	\$0.00	\$0.00	\$0.00	6.750%
08/15/2005	09/02/2005				\$0.00	\$0.00	\$0.00	\$271,638.00	\$271,638.00	\$0.00	\$0.00	\$0.00	\$0.00	6.750%

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FUNCTION PAGE 1 OF 2

LOAN BASIC INQUIRY (0AUG010S)

0AUG010E 0865 07/26/17 1328

LOAN NUMBER	2258	SSR LOAN NBR	3363
SERVICER NBR	157328	DATE AMT PRIN	271,538
SELLER NBR	204385	PURCHASE UPB	271,538.88
APPROVAL STATE	NV	INT BRG UPB	0.08
FALMC REGION	11	DFRO UPB	0.08
PRODUCT	K06	NOTE RATE	86.758
GROUP NBR	0349755	PART. PCT.	1.00
CONTRACT NBR	0508126006	FUNDING DATE (YYMMDD)	050822
LOAN DATA TYPE	S	NOTE DATE (YYMMDD)	050708
LOAN TYPE	3	MATURITY DATE (YYMMDD)	350901
LOAN PROPERTY TYPE	P1	LOAN ACCTG NET YIELD	
LOAN STATUS	3	PAY OFF DATE (YYMMDD)	000000
OWNERSHIP CODE	M	PAY OFF TYPE	
REF CODE	0012	LTV RATIO	0.88
LOAN ORIGINATOR		ASSOC FM LOAN NBR	0000000000
APPR ST LID		LN ORIGINATION COMPANY	
LAST CHG DATE (YYMMDD)	170703	SPVR APPR ST LID	
		MOD/CONV DATE (YYMMDD)	180901

F - PAGE FORWARD R - RETURN TO LOAN DATABASE INQUIRY ONLY MENU
M - RETURN TO LOAN / GROUP / POOL DATABASES INQUIRY ONLY MENU
PF4/16 GSE/HMCR

017224166.226 0AUG010E 0865 07/26/17 1328

Default 3270 017224166.226

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FUNCTION PAGE 2 OF 2

LOAN BASIC INQUIRY (0AUG010S)

0AUG010E 0865 07/26/17 1328

LOAN NUMBER	2258		
BORROWER NAME	GUTIERREZ, I		
PROPERTY STREET	688 MOONLIGHT STADLL STREET		
CITY	HENDERSON		
STATE	NV		
ZIP	890150000	ORIG COMMITMENT FEE TAX	0000000.00
CENSUS TRACT		LOAN DATE INTEREST PAID TO	050801
		MONTHLY PRIN AND INT	001527.96
INDEX SOURCE	041	BALLOON TERM	000
INDEX VALUE	00.000	DATE BALLOON DUE (YYMMDD)	000000
ADJ. PERIOD	12	SF MORTGAGE INS CODE	000
ADJ. NOTE RATE	00.000	GUAR MORTGAGE INS CODE	
LL SERV FEE	00.375	INITIAL ADJ. DATE (YYMMDD)	000000
CAP AMOUNT	0.0	DISCOUNT	00000.00
FLEX MONTHS	000	PREMIUM	00000.00
FLEX PAYMT DATE (YYMMDD)	000000		

R - RETURN TO LOAN DATABASE INQUIRY ONLY MENU
M - RETURN TO LOAN / GROUP / POOL DATABASES INQUIRY ONLY MENU
PF4/16 GSE/HMCR

017224166.226 0AUG010E 0865 07/26/17 1328

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<==FUNCTION S/S PROFILE INQUIRY LSC60IK 0065
PAGE 001 OF 001 AS OF: 07/26/17 1330

S/S NUMBER: 234365 STATUS: ACTIVE
S/S NAME: BANK OF AMERICA, N.A.
S/S ADDRESS: STEVEN W. SORGE, SENIOR VICE PRESIDENT DA 91302
S/S PHONE: 989 388 7934 POWER OF ATTORNEY: YES

APPROVAL STATES (FORM 100 ENTRY)

FUNCTIONS: F=PAGE FORWARD B=PAGE BACKWARD R=RETURN TO MENU
0176W- NO LOAN PROD STATS FOR THIS S/S

1 - Default: 07/26/17 13:30

1 - Default: 07/26/17 13:30

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F <==FUNCTION S/S PROFILE INQUIRY LSC60IK 0065
PAGE 001 OF 011 AS OF: 1766 07/26/17 1330

S/S NUMBER: 167328 STATUS: SERVONLY
S/S NAME: NATIONSTAR MORTGAGE LLC
S/S ADDRESS: 8950 CYPRESS WATERS BLVD. COPPELL TX 75067
S/S PHONE: 469 549 2192 POWER OF ATTORNEY: NO

APPROVAL STATES (FORM 100 ENTRY)
AK AL AR AZ CA CO CT DE FL GA GU HI IA ID IL IN KS KY LA
MA MD ME MI MN MO MS MT NC ND NE NH NJ NM NV NY OH OK OR PA
RI SC SD TN TX UT VA VT WA WI WV WY

SVCB	PRO	DTL	PRO	#LOANS	#GROUPS	\$ VOLUME	TOT REQ	REQ \$ VOL

FUNCTIONS: F=PAGE FORWARD B=PAGE BACKWARD R=RETURN TO MENU

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EXHIBIT F

AKERMAN LLP

1160 TOWN CENTER DRIVE, SUITE 330
LAS VEGAS, NEVADA 89144
TEL.: (702) 634-5000 – FAX: (702) 380-8572

MELANIE D. MORGAN, ESQ.
Nevada Bar No. 8215
TENESA S. SCATURRO, ESQ.
Nevada Bar No. 12488
AKERMAN LLP
1160 Town Center Drive, Suite 330
Las Vegas, Nevada 89144
Telephone: (702) 634-5000
Facsimile: (702) 380-8572
Email: melanie.morgan@akerman.com
Email: tenesa.scaturro@akerman.com

*Attorneys for Countrywide Home Loans, Inc. and
Nationstar Mortgage, LLC*

**DISTRICT COURT
CLARK COUNTY, NEVADA**

IGNACIO GUTIERREZ, an individual,
Plaintiff,
v.

SFR INVESTMENTS POOL 1, LLC; NEVADA
ASSOCIATION SERVICES, INC., HORIZON
HEIGHTS HOMEOWNERS ASSOCIATION, KB
HOME MORTGAGE COMPANY, a foreign
corporation, DOE Individuals I through X; ROE
Corporations and Organizations I through X,

Defendants.

SFR INVESTMENTS POOL 1, LLC, Nevada
limited liability company,

Counter-Claimant and Third Party Plaintiff,

v.

IGNACIO GUTIERREZ, an individual;
NATIONSTAR MORTGAGE, LLC, a Delaware
limited liability company; COUNTRYWIDE
HOME LOANS, INC., a foreign corporation;
DOES I-X; AND ROES 1-10, inclusive,

Counter-Defendant and Third Party Defendants

Case No.: A-13-684715-C
Dept.: XVII

**FIFTH SUPPLEMENT TO INITIAL
DISCLOSURE OF DOCUMENTS AND
WITNESSES**

Nationstar Mortgage LLC hereby makes the following Fifth Supplement to Initial
Disclosures of documents and witnesses pursuant to NRCP 16.1. (**All newly identified information
is in bold herein**).

1 **I. LIST OF WITNESSES**

2 The following persons are known or reasonably believed to have knowledge of facts relevant
3 to the allegations of any pleading filed by any party to this action, including persons having
4 knowledge of rebuttal or impeachment evidence:

- 5 1. Corporate Representative for Nationstar Mortgage, LLC
6 c/o AKERMAN LLP
7 1160 Town Center Drive, Suite 330
8 Las Vegas, Nevada 89144
9 Telephone: (702) 634-5000

10 This witness will testify regarding relevant facts and information relating to the third-party
11 defendants' lien on the subject property and Freddie Mac's ownership.

- 12 2. Corporate Representative for Bank of America, NA
13 c/o AKERMAN LLP
14 1160 Town Center Drive, Suite 330
15 Las Vegas, Nevada 89144
16 Telephone: (702) 634-5000

17 This witness will testify regarding relevant facts and information relating to the third-party
18 defendants' lien on the subject property

- 19 3. Kathrine Appell, and/or other Corporate Representative for
20 Horizon Heights HOA
21 c/o THE LAW OFFICES OF DAVID M. JONES
22 7455 Arroyo Crossing Parkway, Suite 200
23 Las Vegas, NV 89113

24 This witness is expected to testify regarding relevant facts and information relating to the
25 non-judicial foreclosure sale relevant to this litigation.

- 26 4. Susan Moses, Christopher Yergensen, David Stone and/or other Corporate
27 Representative for Nevada Association Services, Inc.
28 6224 W. Desert Inn Road, Suite A
 Las Vegas, Nevada 89146
 Telephone: (702) 804-8885

 This witness is expected to testify regarding relevant facts and information relating to the
non-judicial foreclosure sale relevant to this litigation.

5. Elissa Hollander
 c/o Nevada Association Services, Inc.
 6224 W. Desert Inn Road, Suite A
 Las Vegas, Nevada 89146
 Telephone: (702) 804-8885

1 This witness is expected to testify regarding relevant facts and information relating to the
2 non-judicial foreclosure sale relevant to this litigation.

- 3 6. Autumn Fesel
4 c/o Nevada Association Services, Inc.
5 6224 W. Desert Inn Road, Suite A
6 Las Vegas, Nevada 89146
7 Telephone: (702) 804-8885

8 This witness is expected to testify regarding relevant facts and information relating to the
9 non-judicial foreclosure sale relevant to this litigation

- 10 7. Ignacio Gutierrez
11 P. Sterling Kerr, Esq.
12 LAW OFFICES OF P. STERLING KERR
13 2450 St. Rose Parkway, Suite 120
14 Henderson, NV 89074

15 This witness is expected to testify regarding the allegations asserted in the complaint/third
16 party complaint.

- 17 8. Paulina Kelso, Christopher Hardin, and/or other Corporate Representative
18 for SFR Investments Pool 1, LLC
19 c/o Kim Gilbert Ebron
20 7625 Dean Martin Drive, Suite 110
21 Las Vegas, NV 89139

22 This witness is expected to testify regarding the allegations asserted in the complaint/third
23 party complaint.

- 24 9. Custodian of Records for FirstService Residential
25 c/o CSC Services of Nevada, Inc.
26 2215-B Renaissance Drive
27 Las Vegas, Nevada 89119

28 This witness is expected to testify concerning the Purchase and Sale Agreement between
White Lake Ranch Association, Inc. and SFR Investments Pool 1, LLC.

10. Custodian of Records or other representative for
White Lake Ranch Association, Inc.
c/o FirstService Residential Nevada, LLC
8290 Arville Street
Las Vegas, Nevada 89139

This witness is expected to testify concerning the Purchase and Sale Agreement between
White Lake Ranch Association, Inc. and SFR Investments Pool 1, LLC.

11. Robert Diamond
1468 Dragon Rock Drive
Henderson, Nevada 89052

Mr. Diamond is expected to testify regarding relevant facts and information relating to the HOA's non-judicial foreclosure sale relevant to this litigation, as well as his relationship and involvement with SFR Investments Pool 1, LLC.

Discovery is ongoing, and Nationstar reserves the right to supplement this disclosure as more persons with knowledge of information relevant to this litigation become known.

II. DOCUMENTS

Nationstar discloses the following documents. Any redacted portions of these documents contain information such as dates of birth, banking information, and social security number.

BATES NUMBER	DOCUMENT
NSM00001- NSM00002	Notice of Completion
NSM00003- NSM00012	Grant Bargain Sale Deed
NSM00013- NSM00035	Deed of Trust
NSM00036- NSM00043	Deed of Trust
NSM00044- NSM00047	Grant Bargain Sale Deed
NSM00048	Assignment
NSM00049	Assignment
NSM00050- NSM00051	Assignment of Deed of Trust
NSM00052	Notice of Lien (HOA)
NSM00053- NSM00054	Notice of Default (HOA)
NSM00055	Assignment of Deed of Trust
NSM00056	Substitution of Trustee
NSM00057- NSM00082	Deed of Trust
NSM00083	Deed of Trust
NSM00084- NSM00093	Deed of Trust
NSM00094- NSM00095	Notice of Foreclosure Sale
NSM00096- NSM00098	Foreclosure Deed

BATES NUMBER	DOCUMENT
NSM00099- NSM00101	Notice of Lis Pendens
NAS000001 – NAS000173	Documents produced responsive to subpoena duces tecum. served upon by Nevada Association Services, Inc.
LUBAWY 000001- LUBAWY 000027	Expert Report of Matthew Lubawy, Valbridge Property Advisors Lubawy & Associates, Inc. previously produced by Third-Party Defendants Nationstar Mortgage, LLC and Bank of America, N.A.'s in their Disclosure of Expert Witness dated May 14, 2015.
HORIZON 000001- HORIZON 000404	Documents produced responsive to Subpoena Duces Tecum served upon Horizon Heights Homeowners Association on July 22, 2015.
NSM00102- NSM00153	Funding Report
NSM00154- NSM00175	Current sections of the Freddie Mac Single Family Seller/ Servicing Guide
NSM00176- NSM00214	Sections of the Freddie Mac Single Family Seller/ Servicing Guide in effect at the time of the HOA foreclosure sale
NSM00215- NSM00215	TOS Summary Report
NSM00216- NSM00216	Securities and Pool Information
NSM00217- NSM00221	Mortgage Payment History Report
NSM00222- NSM00223	MIDAS Report
NSM00224- NSM00225	Letter from Nevada Association Services, Inc. dated November 19, 2010
NSM00226- NSM00226	Affidavit of Custodian of Records of Nevada Association Services, Inc. in Rick Salomon vs. Tam A. Dao, Case No. A-13-675213-C
NSM00227- NSM00372	Portion of Bench Trial Transcript in TRP Fund IV, LLC v. Bank of America, N.A., Case No. A-14-695770-C
NSM00373- NSM00427	Deposition of David Stone in Bank of America, N.A. v. One Queensridge Place Homeowner's Association, Inc., Case No. 2:13-CV-01221-GMN-NJK
NSM00428- NSM00428	Certificate of Custodian of Records of White Lake Ranch Association
NSM00429- NSM00432	Purchase and Sale Agreement between White Lake Ranch Association and SFR Investments Pool 1, LLC
NSM00433- NSM00433	Letter from Michael H. Singer, Ltd. to Akerman LLP dated March 18, 2016
NSM00434- NSM00472	Deposition of Robert W. Diamond in SFR Investments Pool 1, LLC v. First Horizon Home Loans, a division of First Tennessee Bank, N.A., Case No. A-13-685826-C
NSM00473- NSM00474	MERS online min summary
NSM00475	Nationstar servicer screenshot
NSM00476- NSM00495	First American Commitment for Title Insurance
NSM00496- NSM00505	Correspondence
NSM00506- NSM00509	Adjustable Rate Note
	Payoff statement (to be produced upon entry of protective order)

1 Nationstar reserves the right to rely on any document produced by any other party to this
2 litigation, and to supplement their disclosures as further documents become available through
3 discovery.

4 **III. COMPUTATION OF DAMAGES**

5 Nationstar's damages are the unpaid balance of the loan, **which is currently in excess of**
6 **\$217,000**. Nationstar specifically reserves the right to supplement this disclosure to add relevant
7 information, if subsequent information and investigation so warrant. Nationstar also claims
8 attorneys' fees as damages.

9 **IV. INSURANCE AGREEMENTS**

10 Nationstar is not aware of any insurance agreements at this time, and specifically reserves the
11 right to supplement this disclosure to add relevant information, if subsequent information and
12 investigation so warrant.

13 DATED this 17th day of October, 2017.

14 **AKERMAN LLP**

15 /s/Tenesa S. Scaturro

16 MELANIE D. MORGAN, ESQ.

17 Nevada Bar No. 8215

18 TENESA S. SCATURRO, ESQ.

19 Nevada Bar No. 12488

20 1160 Town Center Drive, Suite 330

21 Las Vegas, Nevada 89144

22 *Attorneys for Nationstar Mortgage, LLC*

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that I am an employee of Akerman LLP, and that on this 17th day of October, 2017 I caused to be served a true and correct copy of foregoing **FIFTH SUPPLEMENT TO INITIAL DISCLOSURE OF DOCUMENTS AND WITNESSES**, in the following manner:

(ELECTRONIC SERVICE) Pursuant to Administrative Order 14-2, the above-referenced document was electronically filed on the date hereof and served through the Notice of Electronic Filing automatically generated by the Court's facilities to those parties listed on the Court's Master Service List.

P. Sterling Kerr, Esq.
LAW OFFICES OF P. STERLING KERR
2450 St. Rose Parkway, Suite 120
Henderson, NV 89074

Attorneys for Plaintiff and Counter Defendant

Richard J. Vilkin, Esq.
LAW OFFICES OF RICHARD J. VILKIN, P.C.
1286 Crimson Sage Ave.
Henderson, NV 89012

*Attorneys for Defendant and Counterclaimant
Nevada Association Services, Inc.*

Howard C. Kim, Esq.
Diana S. Cline, Esq.
HOWARD KIM & ASSOCIATES
400 N. Stephanie Street, Suite 160
Henderson, NV 89014

*Attorneys for Defendant and Counterclaimant
Nevada Association Services, Inc.*

(UNITED STATES MAIL) By depositing a copy of the above-referenced document for mailing in the United States Mail, first-class postage prepaid, at Las Vegas, Nevada, to the parties listed below at their last-known mailing addresses, on the date above written:

Anthony L. Ashby, Esq.
THE LAW OFFICES OF DAVID M. JONES
7455 Arroyo Crossing Parkway, Suite 200
Las Vegas, NV 89113

Attorney for Defendant Horizon Heights HOA

/s/Jill Sallade
An employee of AKERMAN LLP

EXHIBIT G

DARREN T. BRENNER, ESQ.
Nevada Bar No. 8386
ALLISON R. SCHMIDT, ESQ.
Nevada Bar No. 10743
AKERMAN LLP
1160 Town Center Drive, Suite 330
Las Vegas, Nevada 89144
Telephone: (702) 634-5000
Facsimile: (702) 380-8572
Email: darren.brenner@akerman.com
Email: allison.schmidt@akerman.com

*Attorneys for Bank of America, N.A., as Successor
by Merger to BAC Home Loans Servicing, LP fka
Countrywide Home Loans, Inc. and Nationstar
Mortgage, LLC*

**EIGHTH JUDICIAL DISTRICT COURT
CLARK COUNTY, NEVADA**

IGNACIO GUTIERREZ, an individual,

Plaintiff,

v.

SFR INVESTMENTS POOL 1, LLC; NEVADA
ASSOCIATION SERVICES, INC., HORIZON
HEIGHTS HOMEOWNERS ASSOCIATION, KB
HOME MORTGAGE COMPANY, a foreign
corporation, DOE Individuals I through X; ROE
Corporations and Organizations I through X,

Defendants.

SFR INVESTMENTS POOL 1, LLC, Nevada
limited liability company,

Counter-Claimant and Third Party Plaintiff,

v.

IGNACIO GUTIERREZ, an individual;
NATIONSTAR MORTGAGE, LLC, a Delaware
limited liability company; COUNTRYWIDE
HOME LOANS, INC., a foreign corporation;
DOES I-X; AND ROES 1-10, inclusive,

Counter-Defendant and Third Party Defendants

Case No.: A-13-684715-C
Dept.: XVII

**NATIONSTAR MORTGAGE, LLC'S
ANSWERS TO SFR INVESTMENTS
POOL 1, LLC'S INTERROGATORIES**

1 Nationstar Mortgage, LLC hereby responds to Defendant/Third-Party Plaintiff SFR
2 Investments Pool, LLC's ("SFR") Interrogatories pursuant to NRCP 33 as follows:

3 **PRELIMINARY STATEMENT**

4
5 1. NATIONSTAR asserts the General Objections with respect to each and every
6 Interrogatory.

7
8 2. NATIONSTAR objects to the Interrogatories to the extent that they seek information
9 protected from disclosure by the attorney-client privilege, the attorney work product doctrine, or
10 other applicable privileges. These requests are interpreted and construed by NATIONSTAR as not
11 encompassing any documents or information protected by the attorney-client, work product, or other
12 applicable privilege or protection unless otherwise stated. To the extent that any document or
13 information that is properly subject to any such privilege is inadvertently produced or identified in
14 connection with these Interrogatories, such inadvertent disclosure is not to be construed as a waiver
15 of such privilege, and such documents or information shall be returned to counsel for
16 NATIONSTAR.

17
18 3. NATIONSTARS' discovery and investigation in connection with this lawsuit is
19 continuing. NATIONSTARS' responses are limited to information obtained to date, and are given
20 without prejudice to NATIONSTARS' right to amend or to supplement its responses after
21 considering information obtained through further discovery or investigation.

22
23 4. NATIONSTAR objects to the Interrogatories, definitions, and instructions to the
24 extent that they seek to impose a burden or obligations broader than, different from, or in addition to
25 those obligations imposed by the applicable Rules of Civil Procedure.

1 5. NATIONSTAR objects to the Interrogatories to the extent that they seek to require
2 NATIONSTAR to identify or produce any information or documents not currently in its possession,
3 custody, or control.

4
5 6. NATIONSTAR objects to plaintiffs' instructions and definitions to the extent they
6 impose undue burdens, are overly broad, are vague and ambiguous, and seek information outside the
7 scope of Rule 26.

8
9 **RESPONSE TO REQUESTS FOR ADMISSIONS**

10 **INTERROGATORY NO. 1:** State the name, address, occupation and relationship to the
11 parties of each individual who provided the factual information needed to answer these
12 interrogatories.

13 **RESPONSE TO INTERROGATORY NO. 1:** Objection. This Interrogatory seeks
14 information protected by the attorney-client privilege and work product doctrine.

15 **INTERROGATORY NO. 2:** Do any of your agents, employees, former agents or former
16 employees possess any information, facts, writings or evidence that you intend to rely upon in your
17 defense of this litigation? If so, please identify each and every item of information, fact, writing or
18 evidence specifically and in detail, and in addition, identify the person or persons possessing such
19 information by stating each person's name, address, title, and relationship to the parties herein.

20 **RESPONSE TO INTERROGATORY NO. 2:** Objection. This Interrogatory is overly
21 broad in scope, and vague and ambiguous as to the phrase "you believe might relate to your
22 defense." Further, this Interrogatory calls for speculation about what information individuals may
23 have outside of the corporate knowledge of the company.

24 **INTERROGATORY NO. 3:** Did you have notice the Association was enforcing its lien
25 against the Property before the date of the Association foreclosure sale?

26 **RESPONSE TO INTERROGATORY NO. 3:** Objection. This request is vague and
27 ambiguous as to the terms "notice" and "lien." Specifically, it does not define what it means by
28 notice or whether it refers to a superpriority lien, subpriority lien or both.

1 **INTERROGATORY NO. 4:** If the answer to Interrogatory No. 3 is "yes," for each time
2 you obtained notice the Association was enforcing its lien against the Property, please identify how,
3 when and by what method(s) you obtained notice the Association was enforcing its lien against the
4 Property.

5 **RESPONSE TO INTERROGATORY NO. 4:** n/a

6 **INTERROGATORY NO. 5:** If your answer to Interrogatory No. 3 is "yes," please describe
7 any action you or your predecessors in interest took relating to the Association lien, if any, after
8 receiving notice that the Association was enforcing its lien against the Property.

9 **RESPONSE TO INTERROGATORY NO. 5:** n/a

10 **INTERROGATORY NO. 6:** If the answer to Interrogatory No. 3 is "no," please describe in
11 detail each and every step of the process you used to determine you did not have notice the
12 Association was enforcing its lien against the Property before the date of the Association foreclosure
13 sale, including what practices, policies and/or procedures upon which you relied during said process.

14 **RESPONSE TO INTERROGATORY NO. 6:** n/a

15 **INTERROGATORY NO. 7:** Identify all communications between you and the Association
16 and/or the Association's agents specific to the Property for the time period beginning when the
17 Borrower applied for the loan secured by the First Deed of Trust to present.

18 **RESPONSE TO INTERROGATORY NO. 7:** Objection. This Interrogatory is overly
19 broad and burdensome insofar as it is not limited in scope and requests "all" communications, even
20 those unrelated to the issues raised in this lawsuit. The Interrogatory also seeks a legal conclusion
21 because whether a person is or is not an agent of another is a legal determination.

22 **INTERROGATORY NO. 8:** Identify any and all communications between you and HUD
23 specific to the First Deed of Trust and/or the underlying promissory note. This interrogatory is
24 limited to time period beginning when the Borrower applied for the loan secured by the First Deed
25 of Trust to present.

26 **RESPONSE TO INTERROGATORY NO. 8:** Objection. This Interrogatory is overly
27 broad and burdensome insofar as it is not limited in scope and requests "all" communications, even
28 those unrelated to the issues raised in this lawsuit. The Interrogatory also seeks information that is

1 neither relevant nor reasonably calculated to lead to the discovery of admissible evidence. Further
2 this request seeks the confidential information of Nationstar's borrower, which Nationstar is
3 prohibited from disclosing absent borrower consent or a court order.

4 **INTERROGATORY NO. 9:** Please identify provisions of any pooling and servicing
5 agreement and/or servicing guidelines applicable to your security interest in the Property that
6 mention or are applicable to associations, association liens or association foreclosures. This
7 interrogatory is limited to time period beginning when the Borrower applied for the loan secured by
8 the First Deed of Trust to present.

9 **RESPONSE TO INTERROGATORY NO. 9:**

10 **INTERROGATORY NO. 10:** If you allege that this loan is insured by FHA, please
11 describe the terms of the policy, any claim(s) made under the policy and the status of such claim(s).

12 **RESPONSE TO INTERROGATORY NO. 10:** Objection. This Interrogatory is vague
13 and ambiguous as to "insured by FHA." Further, this request is overbroad.

14 **INTERROGATORY NO. 11:** Identify any and all of your practices, policies or procedures
15 applicable to the Property for handling homeowners association liens. This interrogatory is limited to
16 time period beginning when the Borrower applied for the loan secured by the First Deed of Trust to
17 the date of the Association foreclosure sale.

18 **RESPONSE TO INTERROGATORY NO. 11:** Objection. This Interrogatory is overly
19 broad and burdensome in that it is not limited to the subject property or limited to the issues
20 presented in this case. This Interrogatory is vague and ambiguous as to the term "handling."
21 Nationstar also objects to this Interrogatory to the extent it seeks confidential trade secret,
22 proprietary, and commercially sensitive information. Courts routinely hold that internal corporate
23 documents are confidential and therefore protected. *See, e.g., Bank of New York v. Meridian Biao*
24 *Bank Tanzania Ltd.*, 171 F.R.D. 135, 144 (S.D.N.Y. 1997) (collecting cases); see also *America*
25 *Standard Inc. v. Pfizer Inc.*, 828 F.2d 734, 737, 740-41 (Fed. Cir. 1987) (finding marketing materials
26 and pricing information confidential and proprietary); *Tonnemacher v. Sasak*, 155 F.R.D. 193, 195
27 (D. Ariz. 1994) (finding internal manuals highly confidential and proprietary); *Sullivan Marketing*,
28

1 *Inc. v. Callassis Communications, Inc.*, No. 93 Civ. 6350, 1994 WL 177795, at *2 (S.D.N.Y. May 5,
2 1994) (citing *Reliance Ins. Co. v. Barrons*, 428 F. Supp. 200, 203 (S.D.N.Y. 1977)).

3 **INTERROGATORY NO. 12:** Please provide a detailed list of each and every monetary
4 payment made by you to the Association and/or its agents relating to an Association lien on the
5 Property. For each payment, please include the date of payment, amount of payment, the name and
6 address of the person/entity to whom the payment was made, the method and manner the payment
7 was made, the name of the person who made the payment, and whether the payment was accepted or
8 rejected.

9 **RESPONSE TO INTERROGATORY NO. 12:** Objection. This Interrogatory is overly
10 broad and burdensome because it is not limited in time and requests a "detailed list" of every
11 payment ever made to the Association.

12 **INTERROGATORY NO. 13:** For any monetary payment described in Interrogatory No.
13 11 that you allege was rejected, please describe in detail the facts and circumstances of any such
14 rejection including the date, time, location, manner and individuals involved.

15 **RESPONSE TO INTERROGATORY NO. 13:** n/a

16 **INTERROGATORY NO. 14:** If you allege that you were unable to estimate the payoff
17 amount or make a payment because of any action by the Association or its agents, please identify all
18 such actions, the date and individuals involved.

19 **RESPONSE TO INTERROGATORY NO. 14:** Objection. This request is vague and
20 ambiguous as to the term "payoff amount." Specifically, Nationstar cannot ascertain whether
21 plaintiff means a full payoff amount of the entire lien or the payoff amount for any purported
22 superpriority portion.

23 **INTERROGATORY NO. 15:** Did you at any time attempt to contact the Borrower to
24 obtain consent/authorization to obtain account specific information from the Association or its
25 agents?

26 **RESPONSE TO INTERROGATORY NO. 15:** Objection. This Interrogatory is overly
27 broad as to subject matter and time and seeks information that is neither relevant nor reasonably
28 calculated to lead to the discovery of admissible evidence. Nationstar further objects to the extent

1 this Interrogatory seeks personal and confidential information for one of its borrowers in violation of
2 15 U.S.C. § 6801; 16 C.F.R. § 313.3(n)(1).

3 **INTERROGATORY NO. 16:** Please describe in detail your alleged interest(s) in the
4 promissory note secured by the First Deed of Trust for the time period beginning when the First
5 Deed of Trust was recorded to present.

6 **RESPONSE TO INTERROGATORY NO. 16:** Objection. This Interrogatory is not
7 relevant or reasonably calculated to lead to the discovery of admissible evidence. This request also
8 seeks information outside of Nationstar's control as it seeks information regarding an interest in the
9 loan at the time of the initial recording.

10 **INTERROGATORY NO. 17:** Please describe in detail your alleged interest(s) in the First
11 Deed of Trust for the time period beginning when the First Deed of Trust was recorded to present.

12 **RESPONSE TO INTERROGATORY NO. 17:** Objection. This Interrogatory is not
13 relevant or reasonably calculated to lead to the discovery of admissible evidence. This request also
14 seeks information outside of Nationstar's control as it seeks information regarding an interest in the
15 loan at the time of the initial recording.

16 **INTERROGATORY NO. 18:** If you allege you are entitled to enforce the promissory note
17 secured by the First Deed of Trust, please describe the document(s) and/or transaction(s) that
18 provide you authority to enforce the promissory note secured by the First Deed of Trust.

19 **RESPONSE TO INTERROGATORY NO. 18:** Objection. This Interrogatory is not
20 relevant or reasonably calculated to lead to the discovery of admissible evidence. This request is
21 also vague as to the term "enforce" as it does not define whether it involves Nationstar's ability to
22 collect payment on the note or foreclose.

23 **INTERROGATORY NO. 19:** Please identify any other entity or person of which you are
24 aware that currently claims an interest in the promissory note secured by the First Deed of Trust.

25 **RESPONSE TO INTERROGATORY NO. 19:** Objection. This Interrogatory seeks
26 information that is neither relevant nor reasonably calculated to lead to the discovery of admissible
27 evidence. Further, this request is vague as to the phrases "detailed list" and "interest."
28

1 **INTERROGATORY NO. 20:** Please identify any other entity or person of which you are
2 aware that currently claims an interest in the First Deed of Trust.

3 **RESPONSE TO INTERROGATORY NO. 20:**

4 **INTERROGATORY NO. 21:** Please provide a detailed list of the previous entities/persons
5 of which you are aware that claimed an interest in the First Deed of Trust.

6 **RESPONSE TO INTERROGATORY NO. 21:**

7 **INTERROGATORY NO. 22:** Please provide a detailed list of the previous entities/persons
8 that claimed an interest in the promissory note secured by the First Deed of Trust.

9 **RESPONSE TO INTERROGATORY NO. 22:** Objection. This Interrogatory seeks
10 information that is neither relevant nor reasonably calculated to lead to the discovery of admissible
11 evidence. Further, this request is vague as to the phrases "detailed list" and "interest."

12 **INTERROGATORY NO. 23:** Were you aware before you obtained an interest in the
13 Property that the Property was located within the Association and was subject to the Association's
14 declaration of covenants, conditions and restrictions?

15 **RESPONSE TO INTERROGATORY NO. 23:** Objection. This Interrogatory is
16 compound and seeks information that is neither relevant nor reasonably calculated to lead to the
17 discovery of admissible evidence

18 **INTERROGATORY NO. 24:** When and how did you first become aware that the
19 Borrower was delinquent on the assessments due to the Association?

20 **RESPONSE TO INTERROGATORY NO. 24:** Objection. This Interrogatory is vague
21 and ambiguous as to the terms "aware" and "delinquent." The Interrogatory is also overly broad as
22 to subject matter and time and presumes facts not within Nationstar's knowledge, requiring
23 Nationstar to rely on the allegations of third parties. The Interrogatory is irrelevant and not
24 reasonably calculated to lead to the discovery of admissible evidence. Nationstar further objects to
25 the extent this Interrogatory seeks personal and confidential information for one of its borrowers.
26 Nationstar is prohibited from disclosing this type of information without a court order or the
27 borrower's consent. *See, e.g.*, 15 U.S.C. § 6801; 16 C.F.R. § 313.3(n)(1).
28

1 **INTERROGATORY NO. 25:** When did the Borrower first become delinquent on
2 payments owed to you pursuant to the First Deed of Trust and underlying promissory note?

3 **RESPONSE TO INTERROGATORY NO. 25:** Objection. This Interrogatory is vague
4 and ambiguous as to the terms "payments owed to you." The Interrogatory is irrelevant and not
5 reasonably calculated to lead to the discovery of admissible evidence. Nationstar further objects to
6 the extent this Interrogatory seeks personal and confidential information for one of its borrowers.
7 Nationstar is prohibited from disclosing this type of information without a court order or the
8 borrower's consent. *See, e.g.*, 15 U.S.C. § 6801; 16 C.F.R. § 313.3(n)(1).

9 **INTERROGATORY NO. 26:** Identify any communications, including correspondence,
10 with the Borrower mentioning the Association and/or the Borrower's obligation to pay assessments
11 to the Association.

12 **RESPONSE TO INTERROGATORY NO. 26:** Objection. The Interrogatory is overly
13 broad as to subject matter and time, and seeks information that is neither relevant nor reasonably
14 calculated to lead to the discovery of admissible evidence. Nationstar further objects to the extent
15 this Interrogatory seeks personal and confidential information for one of its borrowers in violation of
16 15 U.S.C. § 6801; 16 C.F.R. § 313.3(n)(1).

17 **INTERROGATORY NO. 27:** Identify any steps you took to ensure the Association
18 received the assessments owed in relation to the Property.

19 **RESPONSE TO INTERROGATORY NO. 27:** Objection. This Interrogatory vague and
20 ambiguous as to the term "steps." Further, this Interrogatory is overly broad and burdensome in that
21 it is not temporally limited or limited to the issues presented in this case. This Interrogatory lacks
22 foundation to the extent it assumes that Nationstar was required to make sure that assessments were
23 paid. Nationstar further objects to the extent this Interrogatory seeks personal and confidential
24 information for one of its borrowers in violation of 15 U.S.C. § 6801; 16 C.F.R. § 313.3(n)(1).

25 **INTERROGATORY NO. 28:** Did you ever receive a trustee's sale guarantee or title report
26 that referenced the Association's lien?
27
28

1 **RESPONSE TO INTERROGATORY NO. 28:** Objection. This Interrogatory seeks
2 confidential and proprietary information that is neither relevant nor reasonable calculated to lead to
3 the discovery of admissible evidence.

4 **INTERROGATORY NO. 29:** Did you, in the process of answering these interrogatories,
5 the request for production of documents, and requests for admissions served contemporaneously
6 herewith, make a due and diligent search of all related documents, books, reports, memos, photos,
7 writing, and computer records within your possession and control, in order to obtain information
8 with respect to this action? If not, please explain why you have not undertaken such a search.

9 **RESPONSE TO INTERROGATORY NO. 29:** Objection. This Interrogatory is vague
10 and ambiguous as to the terms "due and diligent," "related," "within your possession and control,"
11 "with respect to," and "information." The Interrogatory is also overly broad and unduly burdensome
12 given the nature of this action.

13 **INTERROGATORY NO. 30:** To the extent you answered any of the Requests for
14 Admissions served upon you contemporaneously herewith, anything other than an unqualified
15 "Admit" then for each and every such answer, set forth the specific basis or grounds for your answer,
16 whether you are aware of any information, facts, writings or evidence whatsoever relating to this
17 litigation that either supports or contradicts your answer, and the identity of all persons who have
18 any knowledge or information which either supports or contradicts each of your answers which are
19 not an unqualified admission.

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1 **RESPONSE TO INTERROGATORY NO. 30:** Objection. This Interrogatory is
2 compound and overly broad in scope. Nationstar states that, where appropriate, it explained the
3 reasons for its qualified responses in the requests for admission, the information supporting the
4 qualified admission, and the applicable persons with knowledge.

5
6 DATED this 29th day of June, 2015.

7 **AKERMAN LLP**

8 /s/ Allison R. Schmidt

9 DARREN T. BRENNER, ESQ.

10 Nevada Bar No. 8386

11 ALLISON R. SCHMIDT, ESQ.

12 Nevada Bar No. 10743

13 1160 Town Center Drive, Suite 330

14 Las Vegas, Nevada 89144

15 Attorneys for Bank of America, N.A., as Successor
16 by Merger to BAC Home Loans Servicing, LP fka
17 Countrywide Home Loans, Inc.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that I am an employee of Akerman LLP, and that on this 29 day of June 2015 I caused to be served a true and correct copy of foregoing **NATIONSTAR MORTGAGE, LLC'S ANSWERS TO SFR INVESTMENTS POOL 1, LLC INTERROGATORIES**, By depositing a copy of the above-referenced document for mailing in the United States Mail, first-class postage prepaid, at Las Vegas, Nevada, to the parties listed below at their last-known mailing addresses, on the date above written:

Howard C. Kim, Esq.
Diana S. Cline, Esq.
HOWARD KIM & ASSOCIATES
400 N. Stephanie Street, Suite 160
Henderson, NV 89014

/s/ Allison R. Schmidt
An employee of AKERMAN LLP

Ex. H

EXHIBIT H

Ex. H

DECLARATION OF JACQUELINE A. GILBERT, ESQ.

I, Jacqueline A. Gilbert, Esq., declare as follows:

1. I am an attorney with Kim Gilbert Ebron, and I am admitted to practice law in the State of Nevada.

2. I am counsel for SFR Investments Pool 1, LLC ("SFR") in this action.

3. I make this declaration in support of SFR's motion for summary judgment.

4. I have personal knowledge of the facts set forth below based upon my review of the documents produced in this matter, except for those factual statements expressly made upon information and belief, and as to those facts, I believe them to be true, and I am competent to testify.

5. I am knowledgeable about how Kim Gilbert Ebron maintains its records associated with litigation, including litigation in this case. In connection with this litigation concerning 840 Cline Cellars Avenue, Las Vegas, Nevada 89123; Parcel No. 177-22-711-031 (the "Property"), I reviewed the documents attached hereto as **Exhibits H-1** through **Exhibit H-8**.

6. In many of these cases, it is impossible to rely on publically recorded documents or written discovery responses to determine who has an interest in a particular loan or deed of trust. While I have not had time to compile all examples present in my cases and others, some examples include the following:

- a. In 2012, the Office of Inspector General, Department of Housing & Urban Development issued its Memorandum No. 2012-CH-1803, a copy of which is attached hereto as **Exhibit H-1** ("OIG Report"). The OIG Report summarizes the misconduct of five major lender / servicers, including Bank of America, CitiMortgage, JPMorgan Chase, and Wells Fargo Bank, and Ally Financial. The summary findings were demonstrate why publicly recorded documents cannot be accorded any presumption of validity:

The five servicers did not establish effective control over their foreclosure process. This failure permitted a control environment in which:

- Affiants routinely signed foreclosure documents, including affidavits, certifying that they had personal knowledge of the facts when they did not

and without reviewing the supporting documentation referenced in them. Affiants . . . consistently failed to verify the accuracy of the foreclosure documents they signed.

- A number of employees . . . engaged as “robosigners,” had little or no education beyond high school and little or no experience in banking or real estate. . . . work histories revealed a lack of qualifications to hold the titles held by affiants. Interviews . . . disclosed that employees were given titles such as vice president for the sole purpose of allowing the individuals to sign documents, and the titles came with no other duties or authority.

- Notaries public for three of the servicers . . . routinely notarized documents without witnessing affiant signatures.

* * *

- For two of the five servicers . . . , the amounts of borrower’s indebtedness were unsupported or mathematically inaccurate.

* * *

The five servicers failed to follow HUD requirements for properties they foreclosed upon in judicial foreclosure States and jurisdictions . . . [which] required these services to obtain and convey to the Secretary of HUD good and marketable title to properties. **The mortgage servicers may have conveyed flawed or improper titles to HUD because they did not establish a control environment which ensured that affiants performed a due diligence review of the facts submitted to the courts and that employees properly notarized documents.**

See OIG Report, Ex. H-1 at 5-6.

- b. In case number 2:15-cv-01484-JAD-VCF, *U.S. Bank, N.A., as trustee for the holders of the J.P. Morgan Mortgage Trust 2007-S3, Mortgage Pass Through Certificates Series 2007-S3 v. SFR Investments Pool 1, LLC*, the bank was unable to explain a 2007 reconveyance of the purported first deed of trust or the 2013 rescission of the 2007 reconveyance. In addition, the bank was unable to explain how J.P. Morgan became the depositor for a loan originated by Countrywide and explained that a single code in the bank’s system of record served as the basis for the bank’s position that the loan is contained in the trust and to determine in which entity the deed of trust should be assigned. See June 15, 2016 Deposition Transcript of Diane Deloney at 29-31, 36-42, 81-85, a true and correct copy of which is attached as **Exhibit H-2**.
- c. In case number A-12-673671-C, *SFR Investments Pool 1, LLC v. U.S. Bank, N.A., as trustee for the Certificateholders of the Banc of America Mortgage Securities 2008-A Trust, Mortgage Pass-Through Certificates, Series 2008-A*,

1 the bank was unable to explain a Discharge of Assignment recorded in 2015
2 purporting to rescind a 2011 assignment to U.S. Bank that included a statement
3 that U.S. Bank had never purchased the underlying promissory note. *See*
4 *October 21, 2015 Deposition Testimony of Jessica Woodbridge*, at 54-56, at
5 true and correct copy of which is attached as **Exhibit H-3**. A true and correct
6 copy of the Discharge of Assignment is attached hereto as **Exhibit H-4**.

7 d. In case number A-12-673418-C, *SFR Investments Pool 1, LLC v. HSBC Bank*
8 *USA, N.A. a Trustee for Sequoia Mortgage Trust 2007-3*, the bank's written
9 discovery responses and recorded assignment stated HSBC Bank USA, N.A. a
10 Trustee for Sequoia Mortgage Trust 2007-3 was owner of loan while bank
11 witness testified that bank system of record showed the loan to be contained in
12 a different trust. *See Deposition Transcript of Katherine Ortwerth*, 58:17-
13 60:19, a true and correct copy of which is attached as **Exhibit H-5**.

14 e. In Case No. 2:16-cv-00470-APG-CWH, *Deutsche Bank National Trust v. SFR*
15 *Investments Pool I, LLC, et al*, a bank's deposition witness stated an
16 assignment from Deutsche Bank to Bank of America was an invalid "ghost
17 assignment" and later confirmed having seen a "rogue assignment" by Bank of
18 America more than once, agreed that he had seen situations in the past where
19 "an Assignment . . . doesn't necessarily match up with reality." *See Deposition*
20 *Transcript of Keith Kovalic*, August 2, 2016, 61-65, a true and correct copy of
21 which is attached as **Exhibit H-6**.

22 f. Attached hereto as **Exhibit H-7** is a true and correct copy of a document
23 entitled "Borrower Notifications FAQs" which I downloaded from the Federal
24 Home Loan Mortgage Corporation's ("Freddie Mac") website and viewed on
25 September 29, 2017, at [http://www.freddiemac.com/](http://www.freddiemac.com/singlefamily/pdf/borrower_notification_faqs.pdf)
26 [singlefamily/pdf/borrower_notification_faqs.pdf](http://www.freddiemac.com/singlefamily/pdf/borrower_notification_faqs.pdf)

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g. Attached hereto as **Exhibit H-8** is a true and correct copy of The Federal Deposit Insurance Corporation's Principal Brief as filed in *Bank of Manhattan v. Federal Deposit Insurance Corporation*, Ninth Circuit Court of Appeals, Case No. 12-56737 (Apr. 5, 2013).

I declare under penalty of perjury under the laws of Nevada that the foregoing is true and correct.

DATED this 16th day of November 2017.

/s/ Jacqueline A. Gibert, Esq.
Jacqueline A. Gilbert

EXHIBIT H-1

Office of the Inspector General, U.S. Department of Housing and Urban Development

Memorandum No. 2012-CH-1803

A Summary of the Foreclosure and Claims Process Reviews for Five Mortgage Servicers That
Engaged in Improper Foreclosure Practices

September 28, 2012



U.S. DEPARTMENT OF
HOUSING AND URBAN DEVELOPMENT
OFFICE OF INSPECTOR GENERAL

MEMORANDUM NO.
2012-CH-1803

September 28, 2012

MEMORANDUM FOR: Charles S. Coulter, Deputy Assistant Secretary for Single Family Housing, HU
Dane M. Narode, Associate General Counsel for Program Enforcement, CACC
Craig T. Clemmensen, Director of Departmental Enforcement Center, CACB

Kelly Anderson
FROM: Kelly Anderson, Regional Inspector General for Audit, SAGA

SUBJECT: A Summary of the Foreclosure and Claims Process Reviews for Five Mortgage Servicers That Engaged in Improper Foreclosure Practices

INTRODUCTION AND BACKGROUND

In October 2010, the U.S. Department of Housing and Urban Development's (HUD) Office of Inspector General (OIG) began its nationwide effort to review the foreclosure practices of the five largest Federal Housing Administration (FHA)¹ mortgage servicers (Ally Financial, Incorporated, Bank of America, CitiMortgage, JPMorgan Chase, and Wells Fargo Bank). We performed these reviews due to reported allegations made in the fall of 2010 that national mortgage servicing lenders were engaged in widespread questionable foreclosure practices involving the use of foreclosure "mills" and a practice known as "robosigning"² of sworn documents in thousands of foreclosures throughout the United States. On March 12, 2012, we issued separate memorandums to HUD, which detailed our results for each of the five reviews.³ We initially focused our efforts on examining the foreclosure practices of servicers in the judicial States and jurisdictions in which they do business.⁴

¹ FHA provides mortgage insurance on loans made by FHA-approved lenders throughout the United States and its territories. Mortgage insurance provides lenders with protection against losses as the result of homeowners defaulting on their mortgage loans.

² We have defined the term "robosigning" as the practice of an employee or agent of the servicer signing documents automatically without performing a due diligence review or verification of the facts.

³ See memorandums (2012-PH-1801, 2012-FW-1802, 2012-KC-1801, 2012-CH-1801, and 2012-AT-1801).

⁴ With respect to foreclosure procedures, there are three variations: those States that require a complete judicial

The five servicers were either supervised or nonsupervised FHA direct endorsement lenders that could originate, sponsor, and service FHA-insured loans. During the period October 1, 2008, through September 30, 2010,⁵ the servicers collectively submitted 93,120 FHA insurance claims totaling more than \$12.04 billion. Of the 93,120 claims, 34,357 conveyance⁶ claims totaling more than \$4.1 billion were for foreclosed-upon properties in the 23 judicial foreclosure States and jurisdictions. Between September and October 2010, three of the five banks (Ally, Bank of America, and Chase) stated that they had temporarily halted judicial foreclosures or suspended evictions and postforeclosure closing in the 23 judicial States while they conducted a review of their processes.

Because we identified potential False Claims Act⁷ violations, we provided the U.S. Department of Justice (DOJ) with our analyses and preliminary conclusions as to whether these lenders engaged in the reported foreclosure practices. DOJ used our reviews and analyses in negotiating a settlement agreement with the servicers. On February 9, 2012, DOJ and 49 State attorneys general⁸ announced their proposed joint settlement agreement totaling \$25 billion with the five mortgage servicers for their reported violations of foreclosure requirements. On March 12, 2012, DOJ and the State attorneys general filed proposed consent judgments with the court to resolve violations of State and Federal law. The consent judgments provided details of the servicers' financial obligations under the agreement, such as payments to borrowers whose properties were foreclosed upon and the Federal and State governments. They also included more than \$20 billion, collectively, in consumer relief activities, such as principal reductions and refinancing and new standards the servicers would be required to implement regarding loan servicing and foreclosure practices, and established a monitoring committee⁹ and a monitor to ensure compliance with agreed-upon servicing standards and consumer relief provisions.

The judgments also included a Federal payment settlement amount of more than \$684 million. The funds would be used for (1) losses incurred to FHA's capital reserve account and the Veterans Housing Benefit Program Fund or as otherwise directed by the U.S. Department of Veterans Affairs and the U.S. Department of Agriculture's Rural Housing Service and (2) the resolution of qui tam¹⁰ actions. Of the \$684 million, as of July 15, 2012, more than \$315.2 million had been deposited into FHA's account.

The objective of our reviews was to determine whether the servicing lenders complied with applicable foreclosure procedures when processing foreclosures on FHA-insured loans. We

proceeding, which are referred to as "judicial jurisdictions"; those that do not require a judicial proceeding; and those that are a hybrid. For the purposes of this review, we determined that there were 23 judicial States and jurisdictions.

⁵ Federal fiscal years 2009 and 2010

⁶ Excludes deeds in lieu of foreclosure

⁷ 31 U.S.C. (United States Code) 3729 et seq.

⁸ The State of Oklahoma elected not to participate in the settlement agreement. This means that borrowers from Oklahoma will not be eligible for any of the relief directly available for homeowners.

⁹ The monitoring committee is comprised of State attorneys general and staff, representatives from the State mortgage regulator for the State of Maryland, DOJ, and HUD.

¹⁰ A lawsuit brought by a private citizen (popularly called a "whistle blower") against a person or company who is believed to have violated the law in the performance of a contract with the government or in violation of a government regulation, when there is a statute which provides for a penalty for such violations.

reported our results in individual memorandums to HUD. This memorandum summarizes the results of the foreclosure and claims process reviews and presents OIG's recommendations to correct weaknesses identified in the five individual memorandums that were issued.

We provided the draft memorandum to HUD on August 17, 2012. We asked HUD to provide written comments to the draft memorandum by September 17, 2012. On September 18, 2012, HUD proposed alternative language for the recommendations and opted not to provide formal written comments to the memorandum.

METHODOLOGY AND SCOPE

To accomplish the objective, we¹¹

- Obtained and reviewed relevant written policies and procedures and reviews for all five of the servicers' servicing and foreclosure processes.
- Obtained and reviewed personnel documents or excerpts of personnel documents that three servicers (Ally, Wells Fargo, and Bank of America) provided for selected employees.
- Interviewed management officials and staff members of four of the five mortgage servicers (Bank of America, Chase, CitiMortgage, and Wells Fargo), including those involved in the document execution, notary, foreclosure, and claims processes.
- Coordinated with the servicers' legal counsel, our Office of Legal Counsel, and DOJ attorneys.
- Identified samples of 388 claims processed by HUD during the review period. Additionally, for Chase, we selected and reviewed 30 FHA-insured loans, the borrowers of which were identified as currently undergoing foreclosure actions.
- Reviewed FHA claims and related documents, including affidavits, for 364 of the 388 claims in our samples (see Scope Limitation section).
- Obtained and analyzed FHA claims data from the five servicers or HUD.
- Obtained and analyzed Chase's production records¹² and Bank of America's shipping logs¹³ that identified documents that were signed and notarized during the review period. However, as described in the following section, the data were incomplete and did not represent our entire review period.
- Obtained and reviewed various congressional testimonies and documents from various court proceedings related to the foreclosure practices of CitiMortgage and other lenders and law firms. Additionally, we obtained and reviewed various court documents related to the foreclosure practices of Bank of America and law firms that conducted work on its behalf.
- Worked with DOJ to issue 54 civil investigative demands (CID)¹⁴ to compel testimony for our review of Ally and Bank of America. Additionally, we attended testimonies given by 17 individuals pursuant to CIDs issued by DOJ.

¹¹ For additional details on the scope and methodology used in the reviews of the five servicers, see the related memorandums.

¹² Chase's production records in Microsoft Excel

¹³ Bank of America's shipping logs included FHA and non-FHA foreclosure documents.

¹⁴ Under 31 U.S.C. 3733 et seq., CIDs can be served on a person to give oral testimony whenever the attorney

- Issued Inspector General administrative subpoenas for documents and records of all of the servicers, with the exception of Wells Fargo.
- Reviewed and extracted pertinent information from each of the five issued memorandums to summarize the information.

Additionally, we

- Obtained and reviewed default and claim information from HUD's Single Family Data Warehouse system¹⁵ for each of the five servicers and
- Identified the number of foreclosures in which an insurance claim had yet to be filed and determined the number of days the property had been in foreclosure.

During the course of our reviews and the drafting of the memorandums, all five lenders were actively engaged in negotiations with DOJ in an attempt to resolve potential claims under the False Claims Act or other statutes for the conduct we were reviewing. Accordingly, OIG determined that our work product was privileged and not releasable to the lenders for any purpose, including the solicitation of written comments on our findings from the lenders. For this same reason, we did not provide them with a copy of the draft memorandums. Both DOJ and HUD concurred with our determination that the work product was privileged.

The results reported in the five memorandums differed due to various factors. These factors included (1) the level of information made available to the auditors at the time of the onsite reviews or that was obtained later through subpoenas or CIDs; (2) variances in review procedures used, including the analysis of the data, that were governed in part by the amount and types of information obtained; (3) differences in the foreclosure procedures used by the servicers; and (4) scope limitations imposed by some servicers.

The reviews generally covered the servicers' foreclosure and claims processes for their FHA claims initially processed by HUD between October 1, 2008, and September 30, 2010, including their procedures for signing and notarizing sworn judgment affidavits. Additionally, they either focused on FHA-insured loans for properties located primarily in judicial foreclosure States and jurisdictions, because foreclosures in these States would require the filing of some form of sworn affidavit of indebtedness with a court, or included both judicial and nonjudicial foreclosure States and jurisdictions to provide a comprehensive overview of the servicers' practices and compliance with requirements. The scope of the reviews was expanded as needed to accomplish the objective. We initiated the reviews on October 15, 2010, and performed the onsite work at the lenders' offices¹⁶ between October 2010 and January 2011.

Scope Limitation

general has reason to believe that the person may be in control of information relevant to a false claim investigation.

¹⁵ We relied in part on data maintained in HUD's system to obtain loan level data. Although we did not perform a detailed assessment of the reliability of the data, we performed a minimal level of testing and found the data to be adequately reliable for our purposes.

¹⁶ Ally's office in Fort Washington, PA; Bank of America's offices in Fort Worth, Plano, and Addison, TX, and Simi Valley, CA; Chase's office in Columbus, OH; CitiMortgage's office in O'Fallon, MO; and Wells Fargo's office in Fort Mill, SC.

The reviews were significantly hindered due to (1) restricted or denied employee interviews because of the involvement of the servicers' management or attorneys, (2) limited access to data or documents, (3) incomplete records, or (4) delays in obtaining requested records or reports. Due to these limitations, we were not always able to review the requested records.

RESULTS OF REVIEW

The five servicers did not establish effective control over their foreclosure process. This failure permitted control environments in which

- Affiants¹⁷ routinely signed foreclosure documents, including affidavits, certifying that they had personal knowledge of the facts when they did not and without reviewing the supporting or source documentation referenced in them. Also, the affiants for two of the servicers (Bank of America and Chase) consistently failed to verify the accuracy of the foreclosure documents they signed.
- A number of employees at one servicer (Wells Fargo) engaged as "robosigners" had little or no education beyond high school and little or no experience in banking or real estate. Additionally, available work histories revealed a lack of qualifications to hold the titles held by affiants. Interviews at Wells Fargo and Chase disclosed that employees were given titles such as vice president for the sole purpose of allowing the individual to sign documents, and the titles came with no other duties or authority.
- Notaries public for three of the servicers (Bank and America, Chase, and Wells Fargo) routinely notarized documents without witnessing affiant signatures.
- Attorneys for two of the servicers (Bank of America and CitiMortgage) may have improperly prepared documents and misrepresented the work they performed.
- Occasionally, one servicer's (Chase) operations specialists¹⁸ obtained affidavits from foreclosure counsels that already contained the amounts of the borrowers' indebtedness, since foreclosure counsels had read-only access to certain data screens in Chase's mortgage servicing system.
- For two of the five servicers (Bank of America and Chase), the amounts of borrowers' indebtedness were unsupported or mathematically inaccurate.

The servicers' flawed control environments resulted in their filing improper legal documents, thereby misrepresenting their claims to HUD, which exposed them to potential liability under the False Claims Act. Further, during our review of the five servicers' foreclosure practices, we determined that they appeared to have temporarily ceased submitting claims for FHA insurance benefits, thus creating a backlog. If these five servicers were to file these withheld claims, the FHA insurance fund would suffer a significant loss.

Questionable Affidavit and Foreclosure Document Processes

¹⁷ An affiant is a person who signs an affidavit and attests to its truthfulness before a notary public.

¹⁸ Chase employees who prepared legal documents including affidavits

The five servicers failed to follow HUD requirements¹⁹ for properties they foreclosed upon in judicial foreclosure States and jurisdictions. These provisions required these servicers to obtain and convey to the Secretary of HUD good and marketable title to properties. The mortgage servicers may have conveyed flawed or improper titles to HUD because they did not establish a control environment which ensured that affiants performed a due diligence review of the facts submitted to courts and that employees properly notarized documents.

Judicial foreclosures were processed through the court system, beginning with each of the five servicers filing a complaint or petition regarding a mortgage purportedly in default. The formal legal document stated what the debt was and why the default should allow any of these lenders to foreclose on the property. In many judicial foreclosures, an affidavit was part of the foreclosure documentation. Generally, a representative of each lender swore in a notarized affidavit that the lender owned or held the mortgage in question and the borrower's mortgage payments were in arrears. As judicial States and jurisdictions routinely resolved foreclosures through summary judgment,²⁰ the accuracy and propriety of the documents were essential to ensure the integrity of the foreclosure process. All five servicers used flawed processes to submit 34,357 conveyance²¹ claims for judicially foreclosed-upon properties during the review period and received payments totaling more than \$4.1 billion.²²

Servicer	Number of conveyance claims	Total claim payments ²³
Ally Financial	1,345	\$161
Bank of America	8,973	1,127
CitiMortgage	5,182	597
JPMorgan Chase	4,437	547
Wells Fargo	14,420	\$1,684
Total	34,357	\$4,116

Affiants Robosigned Foreclosure Documents

Based on sworn or CID testimonies or interviews with the servicers' management and staff and legal representations, we determined that affiants routinely signed and certified that they had personal knowledge of the contents of documents, including affidavits, without reviewing the source documents. Additionally, some affiants acknowledged that they did not reverify the accuracy of the foreclosure information stated in the affidavits. For instance, sworn testimony from the team leader of Ally's foreclosure department, provided during depositions in Florida²⁴ and Pennsylvania,²⁵ revealed that he routinely signed legal documents, including affidavits,

¹⁹ 24 CFR (Code of Federal Regulations) 203.366(a) and HUD Handbook 4330.4, paragraphs 2-6 and 2-23

²⁰ A decision made on the basis of statements and evidence presented for the record without a trial. It is used when there is no dispute as to the facts of the case and one party is entitled to judgment as a matter of law.

²¹ Excludes deeds in lieu of foreclosure

²² This amount was calculated based on information in HUD's Single Family Data Warehouse and excludes claims for deeds in lieu of foreclosure.

²³ In millions

²⁴ This disposition on December 10, 2009, was related to a foreclosure case in Florida: GMAC Mortgage v. Ann Neu, in the Circuit Court of the Fifteen Judicial Circuit in and for Palm Beach County, FL, Case Number 50 2008 CA 040805XXXX MB.

²⁵ This disposition on June 7, 2010, was related to a foreclosure case in Maine: Federal National Mortgage

without the supporting documentation and without reviewing and verifying the accuracy of the foreclosure information. He testified that he signed 400 affidavits per day and up to 10,000 affidavits per month.

Affidavits generally require an affirmation that the person executing the legal document had personally reviewed borrowers' accounts and applicable records and had personal knowledge of the amounts due on those accounts. Therefore, the processes used by the five servicers did not ensure that (1) their foreclosure documents were properly executed before submitting them to courts or (2) they conveyed good and marketable title to HUD.

The consent judgments outlined provisions for documents used in foreclosure and bankruptcy proceedings. Some of the provisions that addressed the apparent robo signing of foreclosure documents by the five servicers required them to ensure that

- Affidavits, sworn statements, and declarations executed by the servicers' affiants were based on the affiants' review and personal knowledge of the accuracy and completeness of the assertions in the affidavit, sworn statement, or declaration and
- Affiants confirmed that they reviewed competent and reliable evidence to substantiate the borrower's default and the right to foreclose, including the borrower's loan status and required loan ownership information.

Further, affiants for Wells Fargo signed hundreds of foreclosure affidavits per day, and most verified only that their name was properly typed on the document as the signer of the affidavit. In reviewing the personnel files for these affiants, we identified that Wells Fargo may have hired and designated unqualified persons as "vice president of loan documentation," with their sole responsibility as vice president being to sign affidavits. Affiants for Chase also signed affidavits using titles such as "vice president of Chase Home Finance," although they were not.

In accordance with the provisions of the settlement, servicers should have standards for qualifications, training, and supervision of employees. The servicer should train and supervise employees who regularly prepare and execute affidavits, sworn statements, or declarations. Further, each employee should sign a certification stating that he or she has received training.

Notaries Did Not Witness Signatures

The five servicers did not establish a control environment which ensured that notaries²⁶ met their responsibilities under State laws that required them to witness affiants' signatures on documents they notarized.²⁷ For instance, during interviews with employees at Wells Fargo, it was mentioned that they notarized documents without witnessing the person signing the documents. Further, some of the notaries acknowledged that they notarized documents that were unsigned or

Association v. Nicole M. Bradbury, Maine District Court, District Nine, Division of Northern Cumberland, Docket Number BRI-RE-09-65.

²⁶ The notaries had additional job duties and responsibilities.

²⁷ Every State's notary laws require that the notary personally administer an oath and personally verify the identity of the document signer.

allowed others to use their notary stamp to notarize the affidavits. Wells Fargo notaries also stated that they had not received training when they began notarizing affidavits. It was not until October 2010 that training began and then only as a result of our review.

According to Bank of America's employees, affiants did not routinely sign documents in front of a notary. Two of its employees specifically testified that they had raised concerns about the notary process to management but were told to continue the process. In CID testimony, one of the referenced managers said that she did not recall concerns about the notary process being brought to her attention. One notary stated that Bank of America set a target of notarizing 75 to 80 documents per hour and he was evaluated on whether he met the target. In reviewing the data provided, the 10 most active notaries each notarized between 14,000 and 77,000 foreclosure documents during the 2-year review period. The data also showed that one of Bank of America's notaries, in violation of Texas law, notarized her own signature on two documents.

One of the primary purposes for using a notary is to verify the authenticity of the signer. The servicers' failure to ensure that notaries witnessed signatures indicated a significant control weakness. Because this type of deficiency undermined the integrity of the control environment, the affidavits and other foreclosure documents submitted by the servicers were unreliable and inauthentic and may have exposed the servicers to false claims liability. Under the terms of the settlement, servicers must maintain records that identify all notarizations of documents executed by each notary employed by them and cannot rely on an affidavit, sworn statement, or declaration that was not properly executed as required. The servicers are also prohibited from paying volume-based or other incentives to employees that encourage undue haste or lack of due diligence over quality.

Law Firms May Have Engaged in Improper Practices

Bank of America and CitiMortgage used law firms that may have engaged in questionable practices to process FHA-insured foreclosures. These practices ranged from robo-signing and the unauthorized practice of law to a judge's ruling that in an attempt to collect on questionable debt, a firm filed deceptive documents and one of the lawyers lied in court. For example, our reviews of Bank of America and CitiMortgage included a complaint²⁸ against Goldbeck, McCafferty, and McKeever, PC, a law firm that conducted foreclosure work for both servicers. The complaint alleged that nonlawyers in the firm engaged in the unauthorized practice of law by preparing foreclosure complaints, signing lawyers' names to those complaints, and filing those complaints in county courts around the Commonwealth of Pennsylvania. The complaint included 27 exhibits containing signatures to support the plaintiff's allegation that hundreds or thousands of cases were prepared, signed, and filed by the nonlawyer defendants without attorney review.

In addition, the Chief U.S. Bankruptcy Judge for Western Pennsylvania issued a memorandum opinion and order²⁹ and a memorandum order³⁰ that were "intended to serve as a public reprimand"³¹ of Goldbeck, McCafferty, and McKeever and one of its attorneys. The judge

²⁸ *Loughren vs Lion, et al.*, GD-10, Allegheny County, PA

²⁹ *In re Hill*, 437 B.R. 503 (Bankr. W.D. Pa., October 5, 2010)

³⁰ *In re Hill*, 437 B.R. 503 (Bankr. W.D. Pa., November 24, 2010)

³¹ *In re Hill*, 437 B.R. 503 pg 8 (Bankr. W.D. Pa., November 24, 2010)

sanctioned the firm and the attorney for filing deceptive documents in a foreclosure proceeding and found that “the attorney, and by extension GMM [Goldbeck, McCafferty, and McKeever], had not been honest with this Court.”³² The judge ruled that the firm filed copies of three key letters created after the fact in an attempt to collect on questionable debt that were not sent to the homeowner or her lawyer. The judge publicly reprimanded the firm and the attorney for their misconduct and ordered them to report to the Disciplinary Board of the State Supreme Court. We determined that Goldbeck, McCafferty, and McKeever processed 469 foreclosure documents for Bank of America in Pennsylvania and New Jersey.

In interviews with Chase’s management and staff, they acknowledged that on occasion, Chase’s operations specialists obtained affidavits from their foreclosure counsel that already contained the amounts of the borrowers’ indebtedness, since the foreclosure counsel had read-only access to certain data screens in Chase’s mortgage servicing system. Additionally, in some cases, before the foreclosure counsel filed the complaints with the court, he or she sometimes added verbiage and clauses to the affidavits regarding borrowers or the subject properties. In these instances, the information on the affidavits was not verified or validated by Chase.

The provisions of the settlement require that the servicers not pay volume-based or other incentives to third-party providers or trustees that encourage undue haste or lack of due diligence over quality. The servicers must also

- Adopt policies and processes to oversee and manage foreclosure firms, law firms, etc., retained by or on behalf of the lenders that provide servicing activities.
- Ensure that attorneys are licensed to practice in the relevant jurisdiction and have the experience and competence necessary to perform the services requested and that their services comply with applicable regulations.
- Adopt policies and procedures to oversee and manage foreclosure firms, law firms, etc., retained by or on behalf of the servicers that provide servicing.
- Adopt policies requiring third-party providers to maintain records that identify all notarizations of documents executed by each notary employed by the provider.

Affidavits Contained Inconsistencies and Errors

For two of the five servicers, Bank of America and Chase, we reviewed the affidavits to determine whether the amounts of the borrowers’ indebtedness were supported or mathematically accurate. In reviewing seven of Bank of America’s affidavits that contained judgment figures in judicial foreclosure States, we identified mathematical errors with the per diem interest calculations, which ranged from \$16 to \$470. This error rate indicated that Bank of America lacked proper controls to ensure that it correctly and consistently calculated accrued interest charges in documents it filed in courts to support its foreclosure actions.

³² *In re Hill*, 437 B.R. 503 pg 4 (Bankr. W.D. Pa., November 24, 2010)

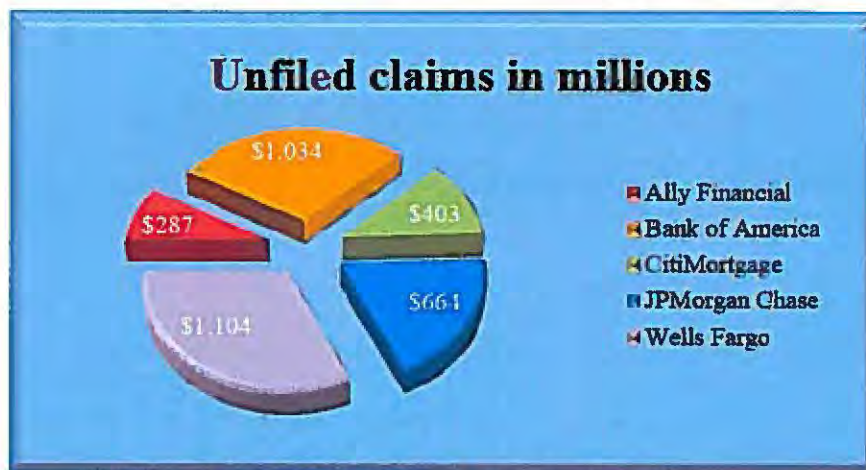
For Chase, we also reviewed 36 affidavits for foreclosures in judicial States to determine whether the amounts of borrowers' indebtedness were supported. Chase was unable to provide documentation to support the amounts of borrowers' indebtedness listed on the affidavits for all except four.³³ When we reviewed the four affidavits, three were inaccurate. Specifically, the amounts of the borrowers' late charges and accumulated interest did not reconcile with the information in Chase's mortgage servicing system.

Therefore, both Chase and Bank of America lacked proper controls to ensure that they correctly and consistently calculated borrowers' indebtedness and in most cases, the accrued interest charges in documents they filed in courts to support their foreclosure actions.

On November 16, 2010, the Congressional Oversight Panel released an indepth report analyzing the robo-signing allegations.³⁴ Its report concluded that "[t]he foreclosure documentation irregularities unquestionably show a system riddled with errors" and emphasized "that mortgage lenders and securitization servicers should not undertake to foreclose on any homeowner unless they are able to do so in full compliance with applicable laws and their contractual agreements."

The Five Largest Mortgage Servicers Had Unfiled Claims

As of April 2012, a little over 1 month after the settlement, the five largest FHA mortgage servicers (Ally, Bank of America, CitiMortgage, Chase, and Wells Fargo) had not filed FHA insurance claims for 26,306 foreclosed-upon properties with unpaid mortgage balances of more than \$3.49 billion. According to HUD's Annual Report to Congress regarding the financial status of the FHA Mutual Mortgage Insurance Fund, as of the end of fiscal year 2011, FHA's total capital resources stood at \$33.7 billion. Of that total, \$29 billion was in its financing accounts to offset expected claims, and \$4.7 billion was in its capital reserve account.



Source – HUD's SFDW system retrieved on May 3, 2012

³³ Chase's foreclosure processing software overrode account histories when applying claim payments, which caused the principal and interest records necessary for verifying the affidavits to display as zero.

³⁴ Congressional Oversight Panel, November Oversight Report Examining the Consequences of Mortgage Irregularities for Financial Stability and Foreclosure Mitigation (November 16, 2010), available at <http://cop.senate.gov/documents/cop-111610-report.pdf> (submitted under section 125(b)(1) of Title 1 of the Emergency Economic Stabilization Act of 2008, Pub. L. No. 110-343).

Using HUD's December 2011 estimated loss severity rate of 66 percent on the resale of foreclosed-upon properties,³⁵ the insurance fund may be reduced by as much as \$2.3 billion. Of the \$3.49 billion in unfilled claims, nearly \$1.64 billion represented 11,953 properties that had been in foreclosure for more than 180 days. Some of these unfilled claims were for properties foreclosed upon in November 2009.

As of August 3, 2012, HUD's Single Family Claims division had a backlog of 4,776 unpaid claims due to a significant increase in the volume of claims received in March and April 2012. Additionally, as of August 3, 2012, it had a backlog of 27,343 supplemental claims.³⁶ Consequently, if the servicers were to consecutively file these claims or file these claims all at once, the backlog of unpaid claims would significantly increase, thus potentially impacting HUD's ability to process and pay claims in a timely manner.

CONCLUSION

The five servicers did not establish an effective control environment to ensure the integrity of their foreclosure process. Because they failed to establish proper policies and procedures that fostered compliance with laws and regulations, their affiants signed foreclosure documents automatically without performing a due diligence review or verification of the facts, their notaries failed to authenticate signatures, and they used law firms that may have included inaccurate information on foreclosure documents. As a result, the servicers engaged in improper practices by not fully complying with applicable foreclosure procedures when processing foreclosures on FHA-insured loans. Their flawed control environments resulted in the five mortgage servicers' filing improper legal documents, thereby misrepresenting their claims to HUD.

As previously mentioned, on March 12, 2012, DOJ and the State attorneys general filed proposed consent judgments with the court to resolve violations of State and Federal law. The judgments included, collectively, a Federal payment settlement amount of more than \$684 million. Of the \$684 million, as of July 15, 2012, \$315,250,829 had been deposited into FHA's capital reserve account for incurred losses.

RECOMMENDATIONS

We recommend that HUD's Deputy Assistant Secretary for Single Family Housing

- 1A. Consult with HUD's Office of General Counsel to determine the changes needed to FHA's servicing and foreclosure policies based on the consent judgments. Once determined, ensure that the servicers incorporate the necessary changes into their procedures for servicing FHA-insured loans.

³⁵ Single Family Acquired Asset Management System's case management profit and loss by acquisition as of December 2011.

³⁶ Adjustments to the initial claim payment in the event of delayed disbursements and to correct errors in the original claim or payment.

- 1B. Ensure that the servicers establish or implement adequate procedures and controls to address the control deficiencies cited in the five issued memorandums, including but not limited to, the withholding of claims for insurance benefits, and the retention of appropriate legal documentation supporting the appropriateness of the foreclosure for all FHA-insured properties for the life of the loans.

We recommend that HUD's Associate General Counsel for Program Enforcement

- 1C. Agree to allow HUD OIG to record the recovery amount of \$315,250,829 in HUD's Audit Resolution and Corrective Action Tracking System as resolution of the civil actions against the five servicers identified in this memorandum.

We recommend that the Director of HUD's Departmental Enforcement Center

- 1D. Pursue appropriate administrative sanctions against attorneys who may have violated professional obligations related to the foreclosure of FHA-insured properties.

For each recommendation without a management decision, please respond and provide status reports in accordance with HUD Handbook 2000.06, REV-4. Please furnish us copies of any correspondence or directives issued because of the review.

APPENDIXES

Appendix A

SCHEDULE OF QUESTIONED COSTS

Recommendation number	Ineligible 1/
1C	<u>\$ 315,250,829</u>
Total	<u>\$ 315,250,829</u>

- 1/ Ineligible costs are costs charged to a HUD-financed or HUD-insured program or activity that the auditor believes are not allowable by law; contract; or Federal, State, or local policies or regulations.

Case No. 75890

IN THE SUPREME COURT OF NEVADA

SFR INVESTMENTS POOL 1, LLC, A
NEVADA LIMITED LIABILITY
COMPANY,

Appellant,

vs.

NATIONSTAR MORTGAGE, LLC, A
DELAWARE LIMITED LIABILITY
COMPANY,

Respondent.

Electronically Filed
Nov 26 2018 09:47 a.m.
Elizabeth A. Brown
Clerk of Supreme Court

APPEAL

from the Eighth Judicial District Court, Clark County
The Honorable MICHAEL VILLANI, District Judge
District Court Case No. A-13-684715-C

JOINT APPENDIX VOLUME 3

Respectfully submitted by:

JACQUELINE A. GILBERT, ESQ.
Nevada Bar No. 10593
E-mail: jackie@KGElegal.com

HOWARD C. KIM, ESQ.
Nevada Bar No. 10386
E-mail: howard@KGElegal.com

KIM GILBERT EBRON
7625 Dean Martin Drive, Suite 110
Las Vegas, NV 89139
Telephone: (702) 485-3300
Facsimile: (702) 485-3301

*Attorneys for Appellant
SFR Investments Pool 1, LLC*

ALPHABETICAL INDEX

Vol.	Tab	Date Filed	Document	Bates Number
5	22	05/14/2018	Amended Case Appeal Statement	JA_1138
1	3	08/12/2013	Answer of Nevada Association Services and Counterclaim	JA_0027
1	4	08/15/2013	Answer to Nevada Association Services and Counterclaim	JA_0035
1	5	08/19/2013	Answer to SFR's Counterclaim and Third Party Complaint	JA_0038
1	6	10/08/2014	Answer to Third Party Complaint	JA_0044
1	2	08/02/2013	Answer, Counterclaim and Third Party Complaint for Quiet Title and Injunctive Relief	JA_0011
1	1	07/08/2013	Complaint	JA_0001
5	18	01/31/2018	Court Minutes	JA_1107
1	7	07/21/2015	Nationstar's Answer to SFR's Third Party Complaint	JA_0049
4	14	01/08/2018	Nationstar's Errata to Motion for Summary Judgment	JA_0951
1	9	11/15/2017	Nationstar's Renewed Motion for Summary Judgment	JA_0062
2	9	Continued	Nationstar's Renewed Motion for Summary Judgment	JA_0246
4	15	01/10/2018	Nationstar's Reply in Support of Motion for Summary Judgment and to Oppose Countermotion to Strike	JA_0964
5	15	Continued	Nationstar's Reply in Support of Motion for Summary Judgment and to Oppose Countermotion to Strike	JA_0981

4	12	12/14/2017	Nationstar's Response in Opposition to SFR's Motion for Summary Judgment	JA_0931
5	25	02/14/2014	Nevada Association Services' Order Granting Motion to Dismiss Plaintiff's Complaint	JA_1154
5	26	02/15/2014	Nevada Association Services Notice of Entry of Order	JA_1158
5	21	05/14/2018	Notice of Appeal	JA_1135
5	20	04/11/2018	Notice of Entry Order Granting Nationstar's Renewed Motion for Summary Judgment	JA_1121
5	19	04/11/2018	Order Granting Nationstar's Renewed Motion for Summary Judgment	JA_1111
1	8	08/01/2017	Recorder's Transcript of Hearing	JA_0056
5	17	01/23/2018	Recorders Transcript of Hearing	JA_1080
2	10	11/16/2017	SFR's Motion for Summary Judgment	JA_0337
3	10	Continued	SFR's Motion for Summary Judgment	JA_0491
4	10	Continued	SFR's Motion for Summary Judgment	JA_0736
4	11	12/14/2017	SFR's Opposition to Nationstar's Motion for Summary Judgment and Counter Motion to Strike	JA_0853
5	16	01/12/2018	SFR's Reply in Support of Countermotion to Strike	JA_1062
4	13	12/28/2017	SFR's Reply in Support of Its Motion for Summary Judgment	JA_0943
5	23	05/09/2014	Stipulation and Order Dismissing Ignacio Gutierrez without Prejudice	JA_1144
5	24	05/12/2014	SFR's Notice of Entry of Stipulation and Order	JA_1148

CHRONOLOGICAL INDEX

Vol.	Tab	Date Filed	Document	Bates Number
1	1	07/08/2013	Complaint	JA_0001
1	2	08/02/2013	Answer, Counterclaim and Third Party Complaint for Quiet Title and Injunctive Relief	JA_0011
1	3	08/12/2013	Answer of Nevada Association Services and Counterclaim	JA_0027
1	4	08/15/2013	Answer to Nevada Association Services and Counterclaim	JA_0035
1	5	08/19/2013	Answer to SFR's Counterclaim and Third Party Complaint	JA_0038
1	6	10/08/2014	Answer to Third Party Complaint	JA_0044
1	7	07/21/2015	Nationstar's Answer to SFR's Third Party Complaint	JA_0049
1	8	08/01/2017	Recorder's Transcript of Hearing	JA_0056
1	9	11/15/2017	Nationstar's Renewed Motion for Summary Judgment	JA_0062
2	9	Continued	Nationstar's Renewed Motion for Summary Judgment	JA_0246
2	10	11/16/2017	SFR's Motion for Summary Judgment	JA_0337
3	10	Continued	SFR's Motion for Summary Judgment	JA_0491
4	10	Continued	SFR's Motion for Summary Judgment	JA_0736
4	11	12/14/2017	SFR's Opposition to Nationstar's Motion for Summary Judgment and Counter Motion to Strike	JA_0853
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4	15	01/10/2018	Nationstar's Reply in Support of Motion for Summary Judgment and to Oppose Countermotion to Strike	JA_0964
5	15	Continued	Nationstar's Reply in Support of Motion for Summary Judgment and to Oppose Countermotion to Strike	JA_0981
5	16	01/12/2018	SFR's Reply in Support of Countermotion to Strike	JA_1062
5	17	01/23/2018	Recorders Transcript of Hearing	JA_1080
5	18	01/31/2018	Court Minutes	JA_1107
5	19	04/11/2018	Order Granting Nationstar's Renewed Motion for Summary Judgment	JA_1111
5	20	04/11/2018	Notice of Entry Order Granting Nationstar's Renewed Motion for Summary Judgment	JA_1121
5	21	05/14/2018	Notice of Appeal	JA_1135
5	22	05/14/2018	Amended Case Appeal Statement	JA_1138
5	23	05/09/2014	Stipulation and Order Dismissing Ignacio Gutierrez without Prejudice	JA_1144
5	24	05/12/2014	SFR's Notice of Entry of Stipulation and Order	JA_1148
5	25	02/14/2014	Nevada Association Services' Order Granting Motion to Dismiss Plaintiff's Complaint	JA_1154
5	26	02/15/2014	Nevada Association Services Notice of Entry of Order	JA_1158



P. O. Box 941633
Simi Valley, CA 93094-1633

IGNACIO A GUTIERREZ
668 MOONLIGHT STROLL ST
HENDERSON NV 89002-0505

Account No.: [REDACTED] 2285

IMPORTANT MESSAGE ABOUT YOUR LOAN

We want to let you know that effective July 1, 2011, the servicing of home loans by our subsidiary-BAC Home Loans Servicing, LP, will transfer to our parent company-Bank of America, N.A. Based upon our records as of April 24, 2011, your home loan account noted above is affected by this servicing transfer.

WHAT THIS MEANS FOR YOU

- If you pay by check on or after July 1, 2011, please make checks payable to "Bank of America, N.A."
- Effective July 1, 2011, your monthly statements will show "Bank of America, N.A." as your loan servicer.
- We will notify property insurance carriers of this servicing transfer; however, we recommend you review the next policy renewal notice you receive after July 1, 2011, to verify that the "Mortgagee" for your policy has been updated to reflect "Bank of America, N.A." If your policy has not been updated, please contact your insurance carrier to ensure the update is made.
- Your account number will remain the same.
- The terms and conditions for your loan will not change.
- If you make automated/ACH payments or you make payments through Bank of America's or another financial institution's online banking service, continue to make payments as you do today. No actions are required on your part to accommodate this transfer.
- The customer service toll-free numbers, fax numbers and mailing addresses will remain the same.
- Online Banking access to your account will remain the same.
- Your privacy elections will not change.

For customers discussing, applying for, or involved in any Loan Modification, Repayment Plan, Short Sale, Deed In Lieu of Foreclosure, or Foreclosure

This servicing transfer will not impact any current discussions, applications, approved arrangements or proceedings in these areas. However, if you are currently in a repayment plan, trial modification or permanent modification, check payments made on or after July 1, 2011, should be payable to "Bank of America, N.A."

PLEASE SEE REVERSE SIDE

Legal Notice(s)*

As a result of this servicing transfer, we have enclosed the legal notice(s) listed just below. No action is required on your part in response to the notice(s), but we recommend you retain the notice(s) for your records:

- Real Estate Settlement Procedures Act (RESPA) Servicing Transfer Notice
- Notice to borrowers who are debtors in a current bankruptcy proceeding or approved bankruptcy plan

THANK YOU

We appreciate the opportunity to serve your home loan needs. If you have any questions or need assistance regarding this servicing transfer, please call us at 1.877.488.7812 between 8 a.m. and 9 p.m. Eastern, Monday through Friday.

Please Note: This letter is being sent to the address and borrower(s) listed above. If there are other borrowers on this account who receive mail at a different address than above, please share this information with them. If you have other home loan accounts affected by this servicing transfer, you will receive a separate communication for each account.

* If an attorney represents you in connection with your Bank of America home loan, please provide your attorney a copy of this letter and any enclosed legal notice(s).

NSM00503

JA_0492

NOTICE OF ASSIGNMENT, SALE, OR TRANSFER OF SERVICING RIGHTS

You are hereby notified that the servicing of your mortgage loan and the right to collect payments in connection with your loan will be/was transferred from BAC Home Loans Servicing, LP to Bank of America, N.A., effective July 1, 2011.

The transfer of the servicing of the mortgage loan does not affect any term or condition of the mortgage instruments, other than terms directly related to the servicing of your loan. Except in limited circumstances, the law requires that your present servicer send you this notice at least 15 days before the effective date of transfer, or at closing. Your new servicer must also send you this notice no later than 15 days after this effective date or at closing. However, in this case, all necessary information is combined in this one notice.

YOUR SERVICER PRIOR TO JULY 1, 2011:

Your servicer prior to July 1, 2011: BAC Home Loans Servicing, LP. If you have any questions relating to the transfer of servicing from this servicer, please call Bank of America Customer Service toll-free at 1.877.488.7812 between 8 a.m. and 9 p.m. Eastern, Monday through Friday. Your call may be monitored or recorded to ensure quality service.

YOUR SERVICER ON AND AFTER JULY 1, 2011:

Your new servicer on and after July 1, 2011: Bank of America, N.A. The business address for Bank of America, N.A. for purposes of your mortgage loan is: 450 American Street, Simi Valley, CA 93065-6285. Below is the information on how to contact and make payments to Bank of America, N.A.

Toll-free Number

The toll-free telephone number of Bank of America, N.A. is 1.877.488.7812. If you have any questions relating to the transfer of servicing to your new servicer, please call Bank of America Customer Service at 1.877.488.7812 between 8 a.m. and 9 p.m. Eastern, Monday through Friday. Please have your account number ready whenever you call. Your call may be monitored or recorded to ensure quality service.

Address for Correspondence (other than payments)

The address to send written correspondence to Bank of America, N.A. (other than payments) is:

Bank of America, N.A.
Customer Service Correspondence
CA6-919-01-41
P.O. Box 5170
Simi Valley, CA 93062-5170

Please include your loan number on all written correspondence you send to Bank of America, N.A.

Address for Mailed Payments

This transfer does not change the mailing address to send your payments. Please continue to send your payments to Bank of America, N.A. at the mailing address indicated on your monthly statements and/or coupons. Please write your loan number on all checks, cashier checks and other payments sent to Bank of America, N.A.

INFORMATION CONCERNING YOUR PAYMENTS AND OPTIONAL INSURANCE:

The date that BAC Home Loans Servicing, LP no longer accepts payments from you is June 30, 2011. The date that Bank of America, N.A. begins accepting payments from you is July 1, 2011. Send all payments due on or after that date to Bank of America, N.A.

Optional insurance, such as life and disability insurance coverage, will continue without interruption. If, for some reason, your current coverage cannot be continued by Bank of America, N.A., you will be given separate notice and offered other alternatives without interruption in your coverage.

ADDITIONAL RIGHTS UNDER THE REAL ESTATE SETTLEMENT PROCEDURES ACT (RESPA)

We want to make you aware of certain rights you have under RESPA. A summary is provided on the back of this notice.

SEE REVERSE SIDE FOR IMPORTANT CONSUMER INFORMATION

Bank of America, N.A. Member FDIC. Bank of America, N.A. is an Equal Housing Lender.
©2011 Bank of America Corporation. Trademarks are the property of Bank of America Corporation. All rights reserved.

NSM00504

JA_0493

ABOUT YOUR RIGHTS UNDER RESPA

You should be aware of the following information, which is set out in more detail in Section 6 of the Real Estate Settlement Procedures Act (RESPA) (12 U.S.C. 2605):

During the 60-day period following the effective date of the transfer of the loan servicing, a loan payment received by your old servicer before its due date may not be treated by the new loan servicer as late, and a late fee may not be imposed on you.

Section 6 of RESPA (12 U.S.C. 2605) gives you certain consumer rights. If you send a "qualified written request" to your loan servicer concerning the servicing of your loan, your servicer must provide you with a written acknowledgement within 20 Business Days of receipt of your request. A "qualified written request" is a written correspondence, other than notice on a payment coupon or other payment medium supplied by the servicer, which includes your name and account number, and your reasons for the request. If you want to send a "qualified written request" regarding Bank of America, N.A.'s servicing of your loan, it must be sent to the following address:

Bank of America, N.A.
Customer Service Correspondence
CA6-919-01-41
P.O. Box 5170
Simi Valley, CA 93062-5170

No later than 60 Business Days after receiving your request, your servicer must make any appropriate corrections to your account, and must provide you with a written clarification regarding any dispute. During this 60-Business-Day period, your servicer may not provide information to a consumer reporting agency concerning any overdue payment related to such period or qualified written request. However, this does not prevent the servicer from initiating foreclosure if proper grounds exist under the mortgage documents.

A Business Day is a day on which the offices of the business entity are open to the public for carrying on substantially all of its business functions.

Section 6 of RESPA also provides for damages and costs for individuals or classes of individuals in circumstances where servicers are shown to have violated the requirements of the Section. You should seek legal advice if you believe your rights have been violated.

SEE REVERSE SIDE FOR IMPORTANT CONSUMER INFORMATION

MIN: [REDACTED]

Loan Number: [REDACTED] 8613

InterestOnly ADJUSTABLE RATE NOTE
(One-Year LIBOR Index (As Published in *The Wall Street Journal*) - Rate Caps)

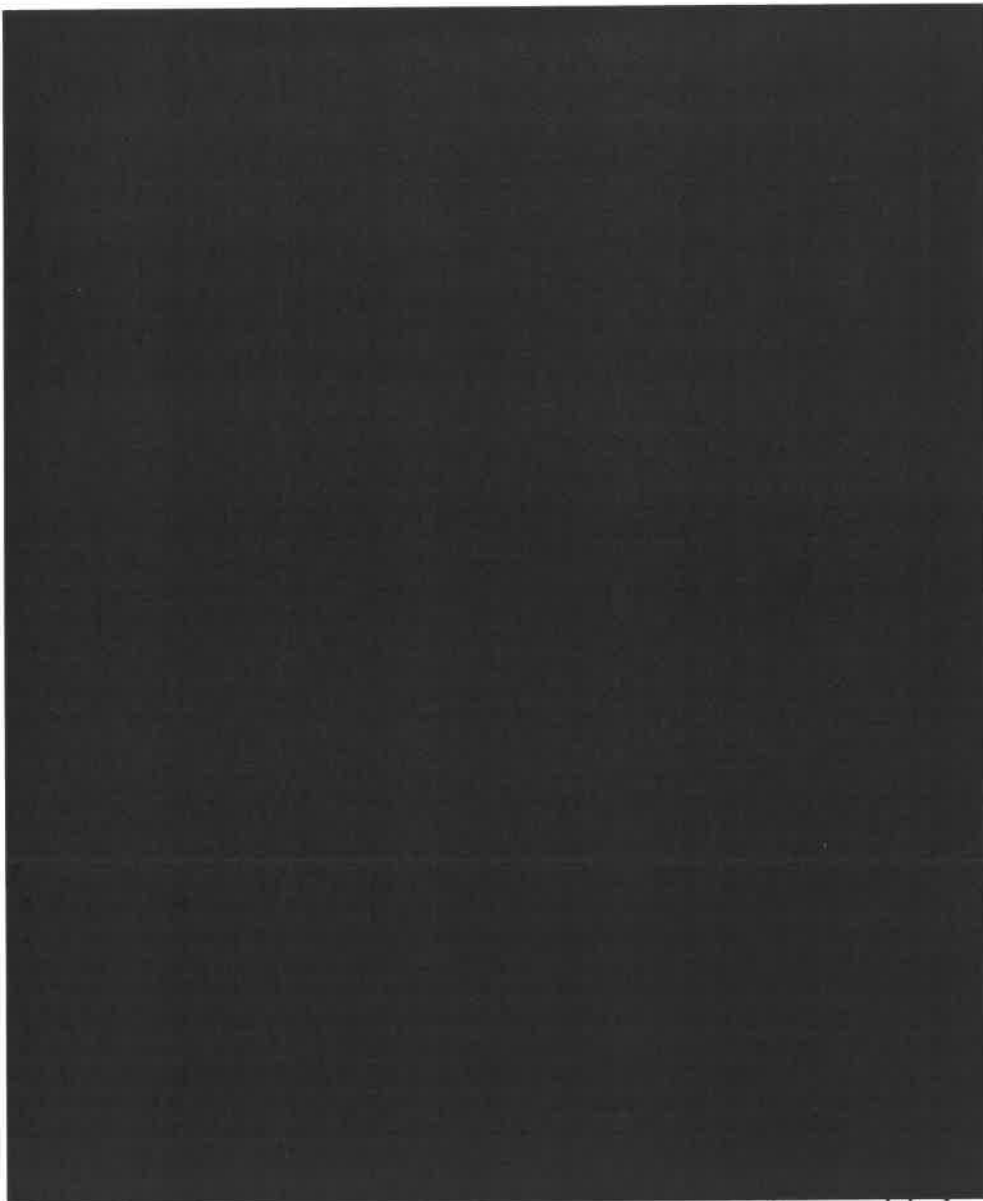


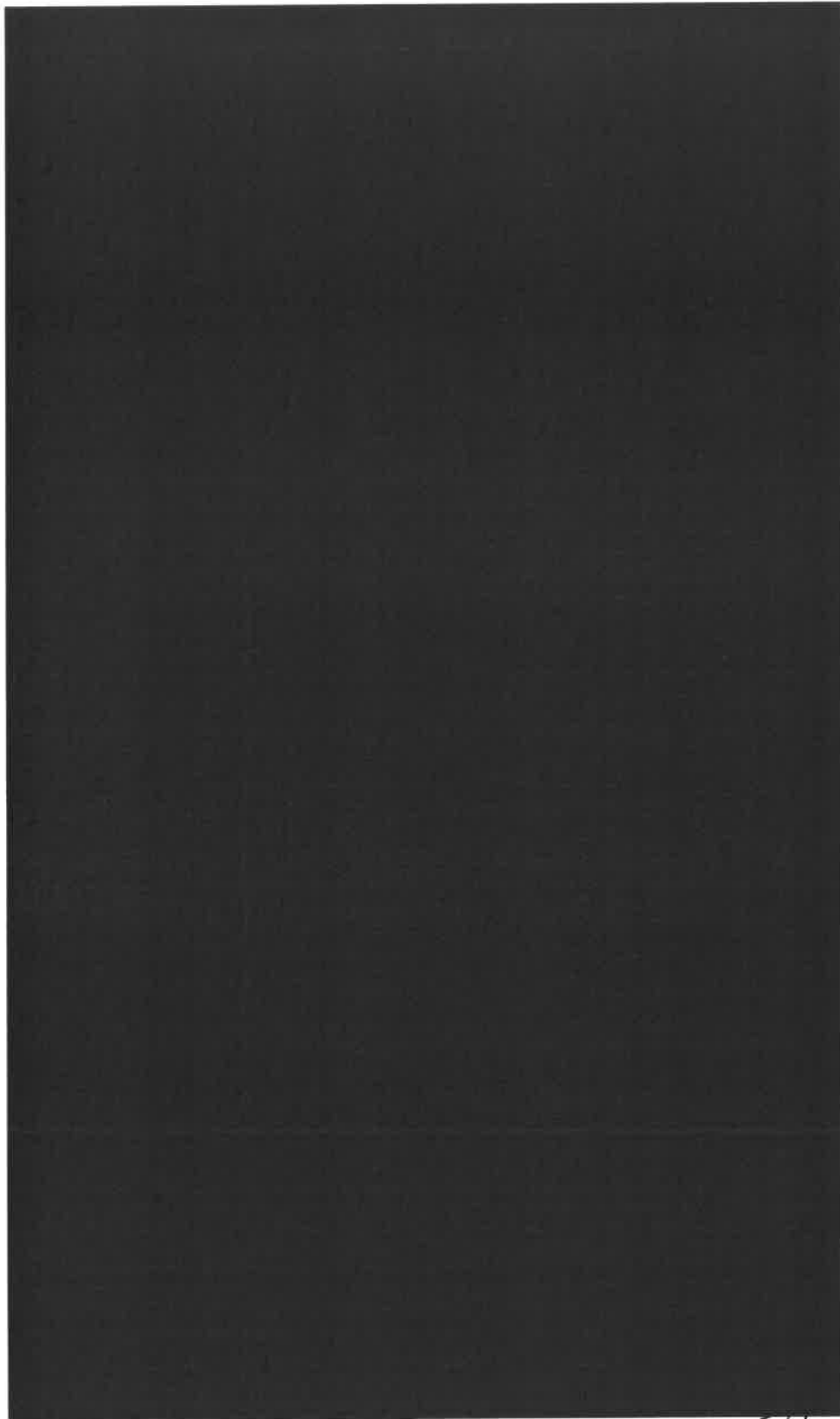
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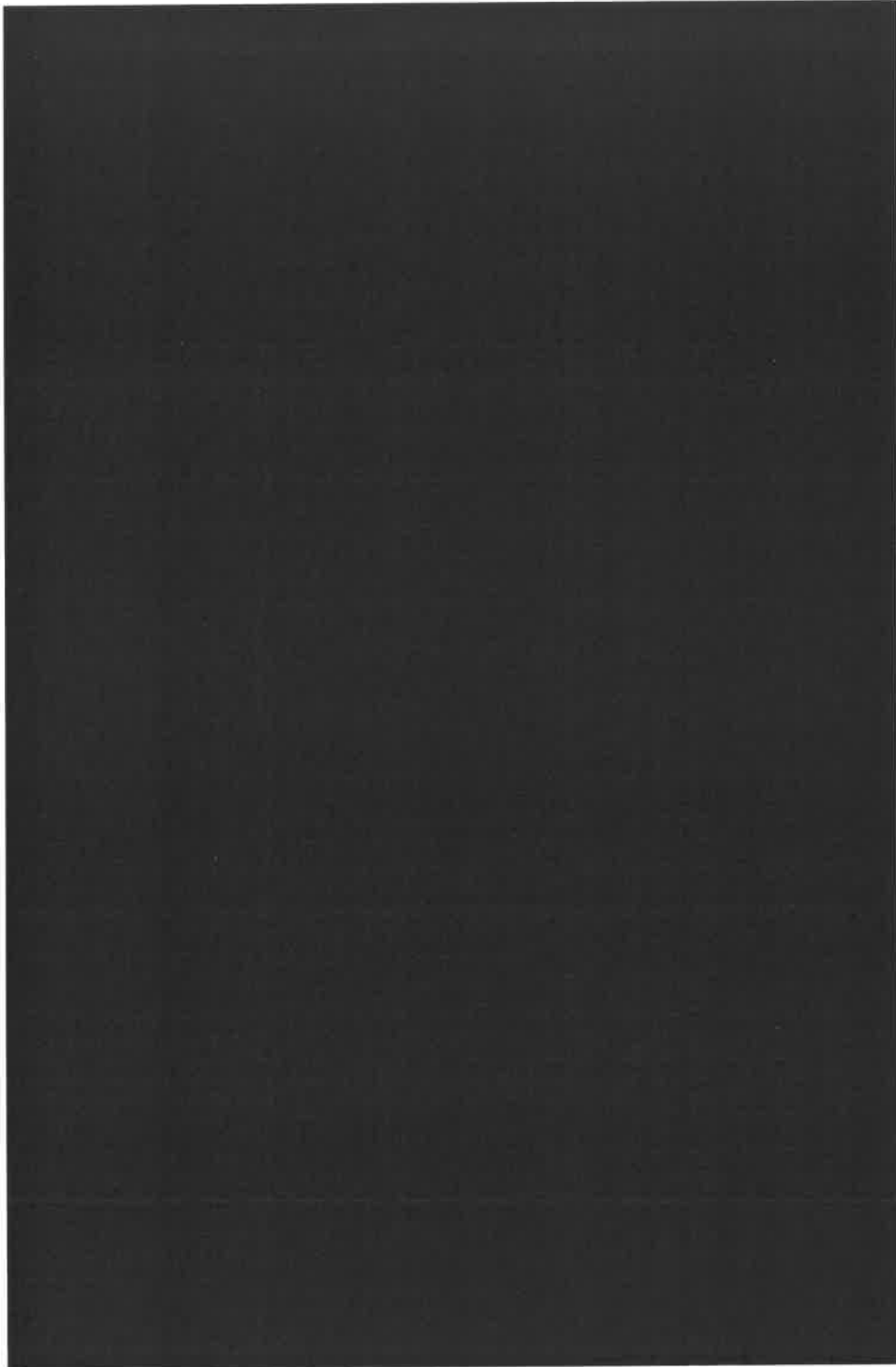
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[City]

NEVADA
[State]

668 MOONLIGHT STROLL STREET, HENDERSON, NEVADA 89015
[Property Address]







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• MULTISTATE InterestOnly ADJUSTABLE RATE NOTE - ONE YEAR LIBOR INDEX
FE-4265 (0311)

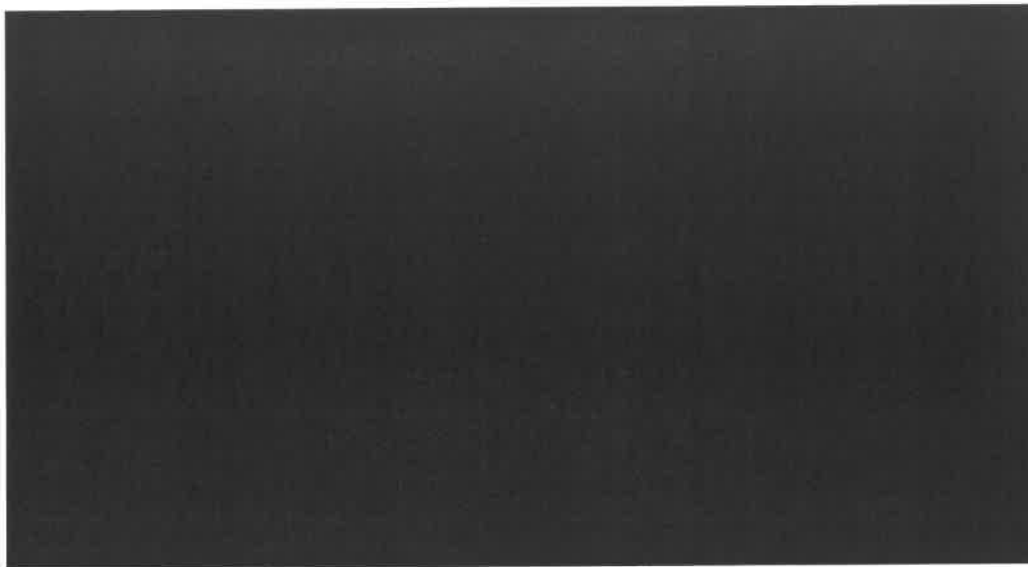
Page 3 of 4

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NSM00508

JA_0497



PAY TO THE ORDER OF
COUNTRYWIDE HOME LOANS INC.
WITHOUT RECOURSE
COUNTRYWIDE DOCUMENT CUSTODY SERVICES,
A DIVISION OF TREASURY BANK, NA
BY *Laurie Meder*
LAURIE MEDER
VICE PRESIDENT

PAY TO THE ORDER OF
WITHOUT RECOURSE
COUNTRYWIDE HOME LOANS, INC.
BY *David A. Spector*
David A. Spector
Managing Director

EXHIBIT E

MELANIE D. MORGAN, ESQ.
Nevada Bar No. 8215
TENESA S. SCATURRO, ESQ.
Nevada Bar No. 12488
AKERMAN LLP
1160 Town Center Drive, Suite 330
Las Vegas, Nevada 89144
Telephone: (702) 634-5000
Facsimile: (702) 380-8572
Email: melanie.morgan@akerman.com
Email: tenesa.scaturro@akerman.com

*Attorneys for Countrywide Home Loans, Inc. and
Nationstar Mortgage, LLC*

DISTRICT COURT
CLARK COUNTY, NEVADA

IGNACIO GUTIERREZ, an individual,
Plaintiff,
v.

SFR INVESTMENTS POOL 1, LLC; NEVADA
ASSOCIATION SERVICES, INC., HORIZON
HEIGHTS HOMEOWNERS ASSOCIATION, KB
HOME MORTGAGE COMPANY, a foreign
corporation, DOE Individuals I through X; ROE
Corporations and Organizations I through X,

Defendants.

SFR INVESTMENTS POOL 1, LLC, Nevada
limited liability company,

Counter-Claimant and Third Party Plaintiff,

v.

IGNACIO GUTIERREZ, an individual;
NATIONSTAR MORTGAGE, LLC, a Delaware
limited liability company; COUNTRYWIDE
HOME LOANS, INC., a foreign corporation;
DOES I-X; AND ROES 1-10, inclusive,

Counter-Defendant and Third Party Defendants

Case No.: A-13-684715-C

Dept.: XVII

**THIRD SUPPLEMENT TO INITIAL
DISCLOSURE OF DOCUMENTS AND
WITNESSES**

Nationstar Mortgage LLC hereby makes the following Third Supplement to Initial
Disclosures of documents and witnesses pursuant to NRCP 16.1. (All newly identified information
is in bold herein).

42458887;1

Case Number: A-13-684715-C



JA_0500

1 **I. LIST OF WITNESSES**

2 The following persons are known or reasonably believed to have knowledge of facts relevant
3 to the allegations of any pleading filed by any party to this action, including persons having
4 knowledge of rebuttal or impeachment evidence:

- 5 1. **Corporate Representative** for Nationstar Mortgage, LLC
6 c/o AKERMAN LLP
7 1160 Town Center Drive, Suite 330
8 Las Vegas, Nevada 89144
9 Telephone: (702) 634-5000

10 This witness will testify regarding relevant facts and information relating to the third-party
11 defendants' lien on the subject property **and Freddie Mac's ownership.**

- 12 2. **Corporate Representative** for Bank of America, NA
13 c/o AKERMAN LLP
14 1160 Town Center Drive, Suite 330
15 Las Vegas, Nevada 89144
16 Telephone: (702) 634-5000

17 This witness will testify regarding relevant facts and information relating to the third-party
18 defendants' lien on the subject property

- 19 3. **Kathrine Appell, and/or other Corporate Representative** for
20 Horizon Heights HOA
21 c/o THE LAW OFFICES OF DAVID M. JONES
22 7455 Arroyo Crossing Parkway, Suite 200
23 Las Vegas, NV 89113

24 This witness is expected to testify regarding relevant facts and information relating to the
25 non-judicial foreclosure sale relevant to this litigation.

- 26 4. **Susan Moses, Christopher Yergensen, David Stone and/or other Corporate**
27 **Representative** for Nevada Association Services, Inc.
28 6224 W. Desert Inn Road, Suite A
 Las Vegas, Nevada 89146
 Telephone: (702) 804-8885

 This witness is expected to testify regarding relevant facts and information relating to the
non-judicial foreclosure sale relevant to this litigation.

5. Elissa Hollander
 c/o Nevada Association Services, Inc.
 6224 W. Desert Inn Road, Suite A
 Las Vegas, Nevada 89146
 Telephone: (702) 804-8885

1 This witness is expected to testify regarding relevant facts and information relating to the
2 non-judicial foreclosure sale relevant to this litigation.

3 6. Autumn Fesel
4 c/o Nevada Association Services, Inc.
5 6224 W. Desert Inn Road, Suite A
6 Las Vegas, Nevada 89146
7 Telephone: (702) 804-8885

8 This witness is expected to testify regarding relevant facts and information relating to the
9 non-judicial foreclosure sale relevant to this litigation

10 7. Ignacio Gutierrez
11 P. Sterling Kerr, Esq.
12 LAW OFFICES OF P. STERLING KERR
13 2450 St. Rose Parkway, Suite 120
14 Henderson, NV 89074

15 This witness is expected to testify regarding the allegations asserted in the complaint/third
16 party complaint.

17 8. **Paulina Kelso, Christopher Hardin, and/or other Corporate Representative**
18 for SFR Investments Pool 1, LLC
19 c/o **Kim Gilbert Ebron**
20 **7625 Dean Martin Drive, Suite 110**
21 Las Vegas, NV 89139

22 This witness is expected to testify regarding the allegations asserted in the complaint/third
23 party complaint.

24 Discovery is ongoing, and Nationstar reserves the right to supplement this disclosure as more
25 persons with knowledge of information relevant to this litigation become known.

26 **II. DOCUMENTS**

27 Nationstar discloses the following documents. Any redacted portions of these documents
28 contain information such as dates of birth, banking information, and social security number.

BATES NUMBER	DOCUMENT
NSM00001- NSM00101	Recorded documents for APN 179-31-714-046
NAS000001 – NAS000173	Documents produced responsive to subpoena duces tecum. served upon by Nevada Association Services, Inc.

BATES NUMBER	DOCUMENT
LUBAWY 000001- LUBAWY 000027	Expert Report of Matthew Lubawy, Valbridge Property Advisors Lubawy & Associates, Inc. previously produced by Third-Party Defendants Nationstar Mortgage, LLC and Bank of America, N.A.'s in their Disclosure of Expert Witness dated May 14, 2015.
HORIZON 000001- HORIZON 000404	Documents produced responsive to Subpoena Duces Tecum served upon Horizon Heights Homeowners Association on July 22, 2015.
NSM00102- NSM00153	Funding Report
NSM00154- NSM00175	Current sections of the Freddie Mac Single Family Seller/Servicing Guide
NSM00176- NSM00214	Sections of the Freddie Mac Single Family Seller/Servicing Guide in effect at the time of the HOA foreclosure sale
NSM00215- NSM00215	TOS Summary Report
NSM00216- NSM00216	Securities and Pool Information
NSM00217- NSM00221	Mortgage Payment History Report
NSM00222- NSM00223	MIDAS Report
NSM00224- NSM00225	Letter from Nevada Association Services, Inc. dated November 19, 2010
NSM00226- NSM00226	Affidavit of Custodian of Records of Nevada Association Services, Inc. in Rick Salomon vs. Tam A. Dao, Case No. A-13-675213-C
NSM00227- NSM00372	Portion of Bench Trial Transcript in TRP Fund IV, LLC v. Bank of America, N.A., Case No. A-14-695770-C
NSM00373- NSM00427	Deposition of David Stone in Bank of America, N.A. v. One Queensridge Place Homeowner's Association, Inc., Case No. 2:13-CV-01221-GMN-NJK
NSM00428- NSM00428	Certificate of Custodian of Records of White Lake Ranch Association
NSM00429- NSM00432	Purchase and Sale Agreement between White Lake Ranch Association and SFR Investments Pool 1, LLC
NSM00433- NSM00433	Letter from Michael H. Singer, Ltd. to Akerman LLP dated March 18, 2016
NSM00434- NSM00472	Deposition of Robert W. Diamond in SFR Investments Pool 1, LLC v. First Horizon Home Loans, a division of First Tennessee Bank, N.A., Case No. A-13-685826-C

Nationstar reserves the right to rely on any document produced by any other party to this litigation, and to supplement their disclosures as further documents become available through discovery.

1 **III. COMPUTATION OF DAMAGES**

2 Nationstar's **damages are the unpaid balance of the loan.** Nationstar specifically
3 **reserves the** right to supplement this disclosure to add relevant information, if subsequent
4 information and investigation so warrant. **Nationstar also claims attorneys' fees as damages.**

5 **IV. INSURANCE AGREEMENTS**

6 Nationstar is not aware of any insurance agreements at this time, and specifically reserves the
7 right to supplement this disclosure to add relevant information, if subsequent information and
8 investigation so warrant.

9 DATED this 28th day of July, 2017.

10 **AKERMAN LLP**

11 /s/Tenesa S. Scaturro

12 MELANIE D. MORGAN, ESQ.

13 Nevada Bar No. 8215

14 TENESA S. SCATURRO, ESQ.

15 Nevada Bar No. 12488

16 1160 Town Center Drive, Suite 330

17 Las Vegas, Nevada 89144

18 *Attorneys for Nationstar Mortgage, LLC*

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that I am an employee of Akerman LLP, and that on this 28th day of July, 2017 I caused to be served a true and correct copy of foregoing **THIRD SUPPLEMENT TO INITIAL DISCLOSURE OF DOCUMENTS AND WITNESSES**, in the following manner:

(ELECTRONIC SERVICE) Pursuant to Administrative Order 14-2, the above-referenced document was electronically filed on the date hereof and served through the Notice of Electronic Filing automatically generated by the Court's facilities to those parties listed on the Court's Master Service List.

P. Sterling Kerr, Esq.
LAW OFFICES OF P. STERLING KERR
2450 St. Rose Parkway, Suite 120
Henderson, NV 89074

Richard J. Vilkin, Esq.
LAW OFFICES OF RICHARD J. VILKIN, P.C.
1286 Crimson Sage Ave.
Henderson, NV 89012

Attorneys for Plaintiff and Counter Defendant

*Attorneys for Defendant and Counterclaimant
Nevada Association Services, Inc.*

Howard C. Kim, Esq.
Diana S. Cline, Esq.
HOWARD KIM & ASSOCIATES
400 N. Stephanie Street, Suite 160
Henderson, NV 89014

*Attorneys for Defendant and Counterclaimant
Nevada Association Services, Inc.*

(UNITED STATES MAIL) By depositing a copy of the above-referenced document for mailing in the United States Mail, first-class postage prepaid, at Las Vegas, Nevada, to the parties listed below at their last-known mailing addresses, on the date above written:

Anthony L. Ashby, Esq.
THE LAW OFFICES OF DAVID M. JONES
7455 Arroyo Crossing Parkway, Suite 200
Las Vegas, NV 89113

Attorney for Defendant Horizon Heights HOA

/s/Jill Sallade

An employee of AKERMAN LLP

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	AMT_ORIGL_U PB	AMT_PAYF_ UPB_FM	AMT_PCH _UPB	AMT_PCH_ UPB_FM			AMT_PPMT _DUE_FM			BP_RMTCE_DI FF_MRTG
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	AD	AE	AF	AG	AH	AI	AJ	AK	AL	AM	AN	AO	AP	AQ
1	CD_ADDR1 _SNDX	CD_ADDR2 SNDX	CD_AMTN _PER	CD_BLK GRP	CD_-- CE	CD_CEN_ TRCT	CD_CGSSL_ DISTCT	CD_CNTY CD_CNTY	CD_CONT_S RCE_SYST	CD_DEMGR _RSN	CD_DOCTN_ TYPE	CD_INT_ PRIN_ACCTG	CD_INTNT_ OCCPY	CD_LOAN_ DISPTN
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	AD	AE	AF	AG	AH	AI	AJ	AK	AL	AM	AN	AO	AP	AQ
	CD_ADDR1 _SNDX	CD_ADDR2 SNDX	CD_AMTN _PER	CD_BLACK GRP	CD_ CE	CD_CEN_ TRCT	CD_CGSSL_ DISTCT	CD_CNTY	CD_CONT_S RCE_SYST	CD_DEMGR _RSN	CD_DOCTN_ TYPE	CD_INT_ PRIN_ACCTG	CD_INTNT_ OCCPY	CD_LOAN_ DISPTN
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	AD	AE	AF	AG	AH	AI	AJ	AK	AL	AM	AN	AO	AP	AQ
	CD_ADDR1 _SNDX	CD_ADDR2 SNDX	CD_AMTN _PER	CD_BLK GRP	CD_ CE	CD_CEN_ TRCT	CD_CGSSL_ DISTCT	CD_CNTY	CD_CONT_S RCE_SYST	CD_DEMGR _RSN	CD_DOCTN_ TYPE	CD_INT_ PRIN_ACCTG	CD_INTNT_ OCCPY	CD_LOAN_ DISPTN
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	AD	AE	AF	AG	AH	AI	AJ	AK	AL	AM	AN	AO	AP	AQ
	CD_ADDR1 _SNDX	CD_ADDR2 SNDX	CD_AMTN _PER	CD_BLK GRP	CD_ CE	CD_CEN TRCT	CD_CGSSL DISTCT	CD_CNTY	CD_CONT_S RCE_SYST	CD_DEMGR _RSN	CD_DOCTN_ TYPE	CD_INT_ PRIN_ACCTG	CD_INTNT_ OCCPY	CD_LOAN_ DISPTN
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	AR	AS	AT	AU	AV	AW	AX	AY	AZ	BA	BB	BC	BD	BE	BF
1	CD_LOAN_PURP	CD_LOAN_SRCE_SYST	CD_LOAN_ST	CD_MCD	CD_MRTG_FTR	CD_MSA	CD_NECMA	CD_OFFERG	CD_PAYF_TYPE		CD_PPTY_PROJ_CLS	CD_PPTY_TYPE	CD_REFIN_TYPE	CD_REMG_MTY_PER	CD_RMTCE_OPTN
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	AR	AS	AT	AU	AV	AW	AX	AY	AZ	BA	BB	BC	BD	BE	BF
	CD_LOAN_ PURP	CD_LOAN_ SRCE_SYST	CD_LOAN_ ST	CD_MCD	CD_MRTG _FTR	CD_ MSA	CD_ NECMA	CD_ OFFERG	CD_PAYF_ TYPE		CD_PPTY_ PROJ_CLS	CD_PPTY_ _TYPE	CD_REFIN_ TYPE	CD_REMG _MTY_PER	CD_RMTCE_ OPTN
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	AR	AS	AT	AU	AV	AW	AX	AY	AZ	BA	BB	BC	BD	BE	BF
	CD_LOAN_PURP	CD_LOAN_SRCE_SYST	CD_LOAN_ST	CD_MCD	CD_MRTG_FTR	CD_MSA	CD_NECMA	CD_OFFERG	CD_PAYF_TYPE		CD_PPTY_PROJ_CLS	CD_PPTY_TYPE	CD_REFIN_TYPE	CD_REMG_MTY_PER	CD_RMTCE_OPTN
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	AR	AS	AT	AU	AV	AW	AX	AY	AZ	BA	BB	BC	BD	BE	BF
	CD_LOAN_PURP	CD_LOAN_SRCE_SYST	CD_LOAN_ST	CD_MCD	CD_MRTG_FTR	CD_MSA	CD_NECMA	CD_OFFERG	CD_PAYF_TYPE		CD_PPTY_PROJ_CLS	CD_PPTY_TYPE	CD_REFIN_TYPE	CD_REMG_MTY_PER	CD_RMTCE_OPTN
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	BG	BH	BI	BJ	BK	BL	BM	BN	BO	BP	BQ	BR	BS	BT
	CD_ST_ FIPS	CD_ST_ USPS	CD_SVCG_ DESTN	CD_SVCG_ DESTN_RSN	CD_SVCG_ RSTD	CNT_AMTN_ TERM	CNT_CE	CNT_REMG _MTY_PER	CNT_ UNITS	DT_ACCTG _CYCL	DT_CONV_ WNDW_BEG	DT_DDLPI_ PCH	DT_DUE_ FIRST_PI	DT_FUNDG
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9	32	NV	2	33	99	0	0	0	1	7/15/2017		8/1/2005	9/1/2005	8/22/2005
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	BG	BH	BI	BJ	BK	BL	BM	BN	BO	BP	BQ	BR	BS	BT
	CD_ST_ FIPS	CD_ST_ USPS	CD_SVCG_ DESTN	CD_SVCG_ DESTN_RSN	CD_SVCG_ RSTD	CNT_AMTN_ TERM	CNT_ _CE	CNT_REMG _MTY_PER	CNT_ UNITS	DT_ACCTG _CYCL	DT_CONV_ WNDW_BEG	DT_DDLPL_ PCH	DT_DUE_ FIRST_PI	DT_FUNDG
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	BG	BH	BI	BJ	BK	BL	BM	BN	BO	BP	BQ	BR	BS	BT
	CD_ST_ FIPS	CD_ST_ USPS	CD_SVC_ DESTN	CD_SVC_ DESTN_RSN	CD_SVC_ RSTD	CNT_AMTN_ TERM	CNT_ CE	CNT_REMG _MTY_PER	CNT_ UNITS	DT_ACCTG _CYCL	DT_CONV_ WNDW_BEG	DT_DDLPI_ PCH	DT_DUE_ FIRST_PI	DT_FUNDG
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	BG	BH	BI	BJ	BK	BL	BM	BN	BO	BP	BQ	BR	BS	BT
	CD_ST_ FIPS	CD_ST_ USPS	CD_SVCG_ DESTN	CD_SVCG_ DESTN_RSN	CD_SVCG_ RSTD	CNT_AMTN_ TERM	CNT_ _CE	CNT_REMG _MTY_PER	CNT_ UNITS	DT_ACCTG _CYCL	DT_CONV_ WNDW_BEG	DT_DDLP PCH	DT_DUE_ FIRST_PI	DT_FUNDG
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	BU	BV	BW	BX	BY	BZ	CA	CB	CC	CD	CE	CF	CG
	DT_LOAN _ORIGN	DT_MRTG _DLVY	DT_MTY	DT_PAYF	DT_SVCG_D ESTN_DCSN	DT_UPB _RPTD	FLAG_CE_ COLLAT	FLAG_C E_INS	FLAG_CE _LYRD	FLAG_CE_ NON_COLLAT	FLAG_ LIA	FLAG_LOAN _MODTN	FLAG_MRTG TO_FCLTT
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9	7/6/2005	8/15/2005	8/1/2035		8/22/2005	7/17/2017					N	N	N
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	BU	BV	BW	BX	BY	BZ	CA	CB	CC	CD	CE	CF	CG
	DT_LOAN _ORIGN	DT_MRTG _DLVY	DT_MTY	DT_PAYF	DT_SVCG_D ESTN_DCSN	DT_UPB _RPTD	FLAG_CE_ COLLAT	FLAG_C E_INS	FLAG_CE _LYRD	FLAG_CE_ NON_COLLAT	FLAG_ LIA	FLAG_LOAN _MODTN	FLAG_MRTG_ TO_FCLTT
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	BU	BV	BW	BX	BY	BZ	CA	CB	CC	CD	CE	CF	CG
	DT_LOAN_ORIGN	DT_MRTG_DLTV	DT_MTY	DT_PAYF	DT_SVCG_D ESTN_DCSN	DT_UPB _RPTD	FLAG_CE_COLLAT	FLAG_C E_INS	FLAG_CE_LYRD	FLAG_CE_NON_COLLAT	FLAG_LIA	FLAG_LOAN_MODTN	FLAG_MRTG_TO_FCLTT
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	BU	BV	BW	BX	BY	BZ	CA	CB	CC	CD	CE	CF	CG
	DT_LOAN	DT_MRTG			DT_SVCG_D	DT_UPB	FLAG_CE_	FLAG_C	FLAG_CE	FLAG_CE_	FLAG_	FLAG_LOAN	FLAG_MRTG_
1	_ORIGN	_DLVY	DT_MTY	DT_PAYF	ESTN_DCSN	_RPTD	COLLAT	E_INS	_LYRD	NON_COLLAT	LIA	_MODTN	TO_FCLTT
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	CH	CI	CJ	CK	CL	CM	CN	CO	CP	CQ
	FLAG_RSET_	FLAG_STRCTD_	ID_LOAN_					NBR_ARC_	NBR_CONT_S	NBR_LOAN_
1	BLLN	DEAL	CONT_GEND		NAME_BORR1	NAME_BORR2	NAME_CONDO_PROJ	DAYS	RCE_SYST	MIDAS
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9	N	Y	29820126		GUTIERREZ, I		UNKNOWN	3	0508126006	2250
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	CH	CI	CJ	CK	CL	CM	CN	CO	CP	CQ
	FLAG_RSET_ BLLN	FLAG_STRCTD_ DEAL	ID_LOAN_ CONT_GEND		NAME_BORR1	NAME_BORR2	NAME_CONDO_PROJ	NBR_ARC DAYS	NBR_CONT_S RCE_SYST	NBR_LOAN MIDAS
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	CH	CI	CJ	CK	CL	CM	CN	CO	CP	CQ
	FLAG_RSET_	FLAG_STRCTD_	ID_LOAN_		NAME_BORR1	NAME_BORR2	NAME_CONDO_PROJ	NBR_ARC_	NBR_CONT_S	NBR_LOAN_
	BLLN	DEAL	CONT_GEND					DAYS	RCE_SYST	MIDAS
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	CH	CI	CJ	CK	CL	CM	CN	CO	CP	CQ
	FLAG_RSET_	FLAG_STRCTD_	ID_LOAN_							
	BLLN	DEAL	CONT_GEND		NAME_BORR1	NAME_BORR2	NAME_CONDO_PROJ	NBR_ARC_	NBR_CONT_S	NBR_LOAN_
1								DAYS	RCE_SYST	MIDAS
119										
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126										

	CR	CS	CT	CU	CV	CW	CX	CY	CZ	DA	DB	DC
	NBR_LOAN_ PE	NBR_MC	NBR_SARC_ DUE	NBR_SLR	NBR_SLR_ DLVY	NBR_SLR_ LOAN	NBR_SSR_ RPSWRNTS	NBR_ SVCR	NBR_SVCR_ MRTG	NBR_SVCR_ RPSWRNTS	PCT_ADJD_ GUARN_FEE	PCT_FM_ OWN
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9		T05012883		204305	204305	3363	156542	157328	3363	157328	0	1
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	CR	CS	CT	CU	CV	CW	CX	CY	CZ	DA	DB	DC
	NBR_LOAN_ PE	NBR_MC	NBR_SARC_ DUE	NBR_SLR	NBR_SLR_ DLVY	NBR_SLR_ LOAN	NBR_SSR_ RPSWRNTS	NBR_ SVCR	NBR_SVCR_ MRTG	NBR_SVCR_ RPSWRNTS	PCT_ADJD_ GUARN_FEE	PCT_FM_ OWN
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	CR	CS	CT	CU	CV	CW	CX	CY	CZ	DA	DB	DC
	NBR_LOAN_ PE	NBR_MC	NBR_SARC_ DUE	NBR_SLR	NBR_SLR_ DLVY	NBR_SLR_ LOAN	NBR_SSR_ RPSWRNTS	NBR_ SVCR	NBR_SVCR_ _MRTG	NBR_SVCR_ RPSWRNTS	PCT_ADJD_ GUARN_FEE	PCT_FM_ OWN
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	CR	CS	CT	CU	CV	CW	CX	CY	CZ	DA	DB	DC
	NBR_LOAN_ PE		NBR_SARC_ DUE		NBR_SLR_ DLVY	NBR_SLR_ _LOAN	NBR_SSR_ RPSWRNTS	NBR_ SVCR	NBR_SVCR _MRTG	NBR_SVCR_ RPSWRNTS	PCT_ADJD_ GUARN_FEE	PCT_FM_ OWN
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	DD	DE	DF	DG	DH	DI	DJ	DK	DL	DM	DN	DO	DP
	PCT_RATIO_ BU_BD		RATE_ GFEE_BD	RATE_ GFEE_BU	RATE_ NOTE	RATE_NOTE_ ORIGN	RATE_NOTE_ PCH	RATE_NOTE_ RPTD	RATE_ORIGL_ LTV	RATE_PCH_ LTV	RATE_SVCG CMPSTN	VAL_AMTN_ PER	VAL_DOCTN_ TYPE
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7													
8													
9	0				0.035	0.0675	0.0675	0.035	0.8	0.8		MONTHLY	FULL
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	DD	DE	DF	DG	DH	DI	DJ	DK	DL	DM	DN	DO	DP
	PCT_RATIO_ BU_BD		RATE_ GFEE_BD	RATE_ GFEE_BU	RATE_ NOTE	RATE_NOTE_ ORIGN	RATE_NOTE_ PCH	RATE_NOTE_ RPTD	RATE_ORIGL_ LTV	RATE_PCH_ LTV	RATE_SVCG_ CMPSTN	VAL_AMTN_ PER	VAL_DOCTN_ TYPE
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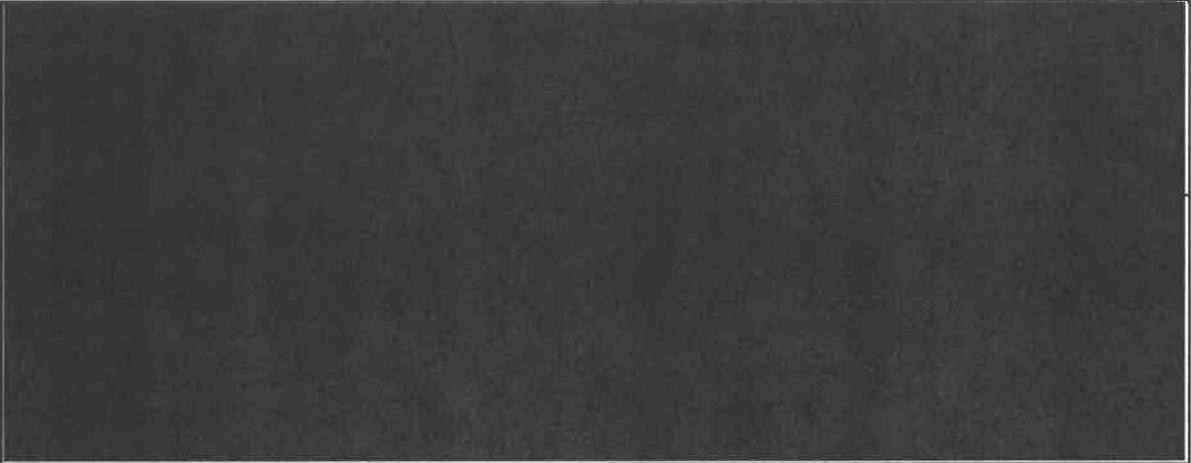
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Freddie Mac Single Family / Single-Family Seller/Servicer Guide / Single-Family Seller/Servicer Guide / Freddie Mac - Seller/Servicer Relationship / Series 1000: General Contract Terms / Topic 1100: The Guide / Chapter 1101: The Guide / 1101.2: Legal effect of the Guide and other Purchase Documents (03/02/16)

1101.2: Legal effect of the Guide and other Purchase Documents (03/02/16)

(a) Status as a contract

(i) Effect of the Guide and other Purchase Documents

The Guide governs the business relationship between a Seller/Servicer and Freddie Mac relating to the sale and Servicing of Mortgages. Each Seller/Servicer must complete and submit a Form 16SF, Annual Eligibility Certification Report, that certifies that the Seller/Servicer has access to the Electronic version of the Guide as an Electronic Record, as those terms are defined in Chapter 1401, and is in compliance with all requirements of the Purchase Documents.

In connection with the sale of Mortgages to Freddie Mac, the Seller/Servicer agrees that each transaction is governed by the Guide, the applicable Purchase Contract and all other Purchase Documents.

A Seller/Servicer must service all Mortgages that the Seller/Servicer has sold to Freddie Mac and/or has agreed to service for Freddie Mac in accordance with the standards set forth in the Seller/Servicer's Purchase Documents. All of a Seller/Servicer's obligations to service Mortgages for Freddie Mac are considered to constitute, and must be performed pursuant to a unitary, indivisible master Servicing contract, and the Servicing obligations assumed pursuant to any contract to sell Mortgages to Freddie Mac are deemed to be merged into, and must be performed pursuant to, such unitary, indivisible master Servicing contract.

A Seller/Servicer acknowledges that Freddie Mac's agreement to purchase Mortgages from the Seller/Servicer pursuant to any individual Purchase Contract is based upon the Seller/Servicer's agreement that the Mortgages purchased will be serviced by the Seller/Servicer pursuant to the unitary, indivisible master Servicing contract. The Seller/Servicer agrees that any failure to service any Mortgage in accordance with the terms of the unitary, indivisible master Servicing contract, or any breach of any of the Seller/Servicer's obligations under any aspect of the unitary, indivisible master Servicing contract, shall be deemed to constitute a breach of the entire contract and shall entitle Freddie Mac to terminate all or a portion of the Servicing. The termination of a portion of the Servicing shall not alter the unitary, indivisible nature of the Servicing contract.

If a Servicer who services Mortgages for Freddie Mac is not also the Seller of the Mortgages to Freddie Mac, the Servicer must agree to service Mortgages for Freddie Mac by separate agreement, which incorporates the applicable Purchase Documents. In such case, the separate agreement shall be deemed to be one of the "Purchase Documents" that constitute the unitary, indivisible master Servicing contract.

In addition, in certain cases, a Seller and/or Servicer who uses certain Freddie Mac services will, by virtue of the provisions of the Guide, be deemed to have agreed upon certain terms and conditions related to such services and their use.

(ii) Amendments to the Guide

Freddie Mac may, in its sole discretion, amend or supplement the Guide from time to time. Amendments to the Guide may be a paper Record or an Electronic Record, as those terms are defined in Chapter 1401. The Guide may not be amended orally. Freddie Mac may amend the Guide by:

- Publishing Bulletins, which apply to all Sellers/Servicers, or
- Entering into a Purchase Contract or other written or Electronic agreement, which applies to the Seller/Servicer that is a party to the Purchase Contract or agreement

Bulletins expressly amend, supplement, revise or terminate specific provisions of the

Guide. An amendment, supplement, revision or termination of a provision in the Guide is effective as of the date specified by Freddie Mac in the applicable Bulletin.

A Purchase Contract or other written agreement or Electronic agreement amends or supplements specific provisions of the Guide for purposes of such Purchase Contract or other agreement, as applicable. Such amendments or supplements to the Guide are effective as of the date specified in the Purchase Contract or other agreement. See Section 1501.2(d) for information about how amendments and supplements to the Guide amend or otherwise apply to a Seller's Purchase Contracts and other Purchase Documents.

(iii) Publication of Guide and Bulletins

The Guide is posted on the AllRegs® web site of Ellie Mae, Inc., which operates the AllRegs brand ("AllRegs") and which posts the Guide under license from and with the express permission of Freddie Mac. AllRegs is the exclusive third-party electronic publisher of the Guide. Seller/Service providers also can access the Guide on the AllRegs web site by using the link on FreddieMac.com.

Freddie Mac makes no representation or warranty regarding availability, features or functionality of the AllRegs web site.

By using the web site, Seller/Service providers acknowledge and agree (individually and on behalf of the entity for which they access the Guide) neither Freddie Mac nor AllRegs shall be liable to them (or the entity for which they access the Guide) for any losses or damages whatsoever resulting directly or indirectly from Freddie Mac's designation of the Guide as found on the AllRegs web site as the official Electronic version, as an Electronic Record, and AllRegs expressly disclaims any warranty as to the results to be obtained by Seller/Service providers (and the entity for which Seller/Service providers access the Guide) from use of the AllRegs web site, and AllRegs shall not be liable to Seller/Service providers (and the entity for which Seller/Service providers access the Guide) for any damages arising directly or indirectly out of the use of the AllRegs web site by them (and the entity for which they access the Guide).

Bulletins are published on AllRegs and FreddieMac.com. A Seller/Service provider with an AllRegs subscription may receive notice of Bulletins directly from AllRegs. If a Seller/Service provider does not receive notice of Bulletins through AllRegs, the Seller/Service provider must take the steps necessary to receive the applicable Freddie Mac Single-Family Update e-mails, which will notify Seller/Service provider of Bulletin publications. A Seller/Service provider's failure to take the appropriate steps to receive notices of Bulletins does not relieve the Seller/Service provider of its legal obligations to comply with the terms of the Bulletins.

(iv) Effective Date

The effective date of each section of the Guide is located at the beginning of each section, to the right of the section number and name.

(b) Reliance

By entering into a Purchase Contract or into the unitary, indivisible master Servicing contract with Freddie Mac, the Seller/Service provider acknowledges that it is not relying upon Freddie Mac or any employee, agent or representative thereof, in making its decision to enter into the contract and that it has relied upon the advice and counsel of its own employees, agents and representatives as to the regulatory, business, corporate, tax, accounting and other consequences of entering into and performing its obligations under a Purchase Contract or the unitary, indivisible master Servicing contract.

(c) Assignments; security interests

A Seller/Servicer shall not, in whole or in part, assign, sell, convey, hypothecate, pledge or in any other way or transfer, conditionally or otherwise, or grant a security interest in, any of its obligations, rights or interest under any Purchase Contract or under the unitary, indivisible master Servicing contract, including any of its rights or obligations under this Guide or any of the Purchase Documents, without Freddie Mac's prior written consent. Any purported or attempted assignment or transfer of, or grant of a security interest in, any such obligations, rights or interest is prohibited and shall be null and void.

Freddie Mac has the unconditional right to sell, assign, convey, hypothecate, pledge or in any way transfer, in whole or in part, its rights and interest under the Purchase Documents with respect to any Mortgage it purchases. Freddie Mac has the right to direct the Servicer to send remittances, notices, reports and other communications to any party designated by Freddie Mac and may designate any such party to exercise any and all of Freddie Mac's rights hereunder.

(d) Notice**(i) Seller/Servicer notices to Freddie Mac**

Except as otherwise provided in the Guide or other Purchase Documents, any communication, advice, consent, document, notice or direction given, made, sent or withdrawn by the Seller/Servicer pursuant to the Purchase Documents must be in writing and will be deemed to have been duly given to and received by Freddie Mac on the day such communication, advice, consent, document, notice or direction is actually received by Freddie Mac at the address specified below:

Address: In writing to Freddie Mac (**see Directory 1**) by first class mail

Other addresses may be substituted for the above upon notice of the substitution.

(ii) Freddie Mac notices to Seller/Servicer

Any communication, advice, consent, document, notice or direction given, made, sent or withdrawn by Freddie Mac pursuant to the Purchase Documents may be in writing or may be in electronic form in accordance with Chapter 1401. Such notice will be deemed to have been duly given to the Seller/Servicer on the date such communication, advice, consent, document, notice or direction is:

- Received in writing by first class mail by the Seller/Servicer at the address set forth in the Purchase Documents, or
- Received in electronic form (e-mail) as an Electronic Record by the Seller/Servicer's computer information processing system at its Internet e-mail address provided to Freddie Mac by the Seller/Servicer, or
- Received in electronic form (facsimile) as a Record or Electronic Record by the Seller/Servicer's electronic facsimile machine or system at the facsimile telephone number provided to Freddie Mac by the Seller/Servicer

Other addresses may be substituted for the above upon notice of the substitution.

(e) Severability

If any provision of this Guide shall be held invalid, the legality and enforceability of all remaining provisions shall not in any way be affected or impaired thereby, and this Guide shall be interpreted as if such invalid provision were not contained herein.

(f) Defined terms

Initial capitalization of words in the Guide generally denotes terms that are defined in (i) the Glossary, (ii) the chapter in which capitalized words appear, or (iii) an expressly referenced chapter.

(g) Construction of the Guide

This Guide shall not be construed against Freddie Mac as being the drafter hereof.

(h) Entire agreement

This Guide, including the exhibits attached to the Guide and all Purchase Documents incorporated by reference in the Guide, constitutes the entire understanding between Freddie Mac and the Seller/Servicer and supersedes all other agreements, covenants, representations, warranties, understandings and communications between the parties, whether oral or written or Electronic, with respect to the transactions contemplated by the Guide.

(i) Governing law

This Guide shall be construed, and the rights and obligations of Freddie Mac and the Seller/Servicer hereunder determined, in accordance with the laws of the United States. Insofar as there may be no applicable precedent, and insofar as to do so would not frustrate any provision of this Guide or the transactions governed thereby, the laws of the State of New York shall be deemed reflective of the laws of the United States.

(j) Copyright

The Guide (including related supplements and Bulletins) and Industry Letters are copyrighted. Limited permission to reproduce the Guide is granted to Seller/Servicers strictly for their own use in originating and selling Mortgages to, and in Servicing Mortgages for, Freddie Mac. No part of the Guide may be reproduced for any other reason (in any form or by any means) without the express written permission of Freddie Mac. Requests for such permission to reproduce the Guide must be sent to Freddie Mac **(see Directory 1)**.

Requests will be reviewed and answered by Freddie Mac in the ordinary course of business.

Freddie Mac reserves the right to revoke permission to reproduce the Guide upon 60 days' notice to any and all Seller/Servicers. Under no circumstances will Freddie Mac permit the Guide to be reproduced by any Electronic or mechanical means, including, but not limited to, reproduction in, or as a component of, any information storage and retrieval system.

(k) Headings and design features

Headings and design features are written for convenience of reference only and do not constitute a part of this Purchase Document.

Freddie Mac Single Family / Single-Family Seller/Servicer Guide / Single-Family Seller/Servicer Guide / Freddie Mac - Seller/Servicer Relationship / Series 1000: General Contract Terms / Topic 1200: General Freddie Mac Policies / Chapter 1201: General Freddie Mac Policies / 1201.9: The Mortgage file, Mortgage data and related records (03/02/16)

1201.9: The Mortgage file, Mortgage data and related records (03/02/16)

(a) Ownership

All documents in the Mortgage file, all data related to Mortgages owned or guaranteed by Freddie Mac to which the Servicer obtains access in connection with any agreement with Freddie Mac, including, without limitation, data in the documents in the Mortgage file (collectively, Mortgage data) and all other documents and records related to the Mortgage of whatever kind or description (whether prepared or originated by the Servicer or others, or whether prepared or maintained or held by the Servicer or others acting for and on behalf of the Servicer), including all current and historical computerized data files, will be, and will remain at all times, the property of Freddie Mac. All of these records and Mortgage data in the possession of the Servicer are retained by the Servicer in a custodial capacity only.

(b) Permitted use of Mortgage data

The Servicer may use these records and Mortgage data only for the following purposes:

- Servicing Mortgages (and, in compliance with the provisions of the Guide, retaining subservicers to service Mortgages) on behalf of, and in the interest of, Freddie Mac
- As background information for the Servicer's use related to marketing or cross-selling of the Servicer's own primary market products and services in compliance with applicable laws, provided that such marketing and cross-selling does not involve disclosure of these records or Mortgage data to any third parties, other than vendors assisting the Servicer in its marketing activities who are themselves bound by these requirements
- As necessary to enable a vendor to provide analytic services to the Servicer with respect to the Servicer's Servicing portfolio, for the Servicer's internal use only, provided the vendor is bound by these requirements, and
- As necessary to enable the Servicer to comply with its obligations under applicable law including, without limitation, any disclosures required in connection with audits by regulatory agencies with jurisdiction over the Servicer's operations

Except as expressly authorized by Freddie Mac in writing, Servicers may not use or disclose, or authorize or permit third parties to use or disclose, these records or Mortgage data for any other purpose, including, without limitation, resale or licensing of Mortgage data, either alone or with other data. See Section 8101.8, for additional requirements related to confidentiality.

Freddie Mac Single Family / Single-Family Seller/Servicer Guide / Single-Family Seller/Servicer Guide / Freddie Mac - Seller/Servicer Relationship / Series 1000: General Contract Terms / Topic 1300: General Responsibilities of the Seller/Servicer / Chapter 1301: General Responsibilities of the Seller/Servicer / 1301.10: Survival of warranties; remedies (03/02/16)

1301.10: Survival of warranties; remedies (03/02/16)

The warranties and representations in the Purchase Documents for any Mortgage purchased by Freddie Mac survive payment of the purchase price by Freddie Mac. The warranties and representations are not affected by any investigation made by, or on behalf of, Freddie Mac, except when expressly waived in writing by Freddie Mac.

When any party has purchased a Mortgage from Freddie Mac that Freddie Mac previously purchased from a Seller, Freddie Mac may exercise any rights or remedies at law or in equity on behalf of the party to the extent that the party does not affirmatively do so. Freddie Mac may also exercise its discretion to disqualify or suspend a Seller or a Servicer pursuant to Chapter 2301 or Section 9102.1.

For each Mortgage purchased by Freddie Mac, the Seller and the Servicer agree that Freddie Mac may, at any time and without limitation, require the Seller or the Servicer, at the Seller's or the Servicer's expense, to make such endorsements to and assignments and recordations of any of the Mortgage documents so as to reflect the interests of Freddie Mac and/or its successors and assigns.

Freddie Mac Single Family / Single-Family Seller/Servicer Guide / Single-Family Seller/Servicer Guide / Freddie Mac - Seller/Servicer Relationship / Series 3000: Risk Management and Remedies / Topic 3300: Mortgage File Contents and Retention / Chapter 3302: Mortgage File Retention / 3302.5: Transfer of file custody; security of file information (03/02/16)

3302.5: Transfer of file custody; security of file information (03/02/16)

Freddie Mac may at any time require the Servicer to deliver the following documents to a Document Custodian approved by Freddie Mac or a transferee designated by Freddie Mac:

- Any original Note, Security Instrument, assignment and modifying instrument still in the Servicer's custody
- Any Mortgage file, document within a Mortgage file or other related documents and records in the Servicer's or its Document Custodian's custody, whether maintained as originals or as copies in accordance with Section 3302.2

The Servicer may, without Freddie Mac's prior approval, entrust custody of all or part of the Mortgage file to the Document Custodian holding Notes and assignments under Section 2202.2. When requested, the Servicer must be able to identify to Freddie Mac those file items held by the Document Custodian and document to Freddie Mac the Document Custodian's acknowledgment that such file items:

- Are Freddie Mac's property
- Will be maintained by the Document Custodian according to standards at least equal to those set in this chapter
- Will be maintained in such a way as to ensure the security and confidentiality of the information; protect against anticipated threats or hazards to the security or integrity of the information; and protect against unauthorized access to or use of such information
- Will be surrendered to Freddie Mac at any time Freddie Mac may request them

The Servicer agrees to indemnify Freddie Mac and hold Freddie Mac harmless for any loss, damage or expense (including court costs and reasonable attorney fees) that Freddie Mac may incur as a result of the Document Custodian's holding all or part of the Mortgage file.

The Servicer must maintain a copy (in a form allowable under Section 3302.2) of any original document that has been entrusted to the Document Custodian for safekeeping. If all or part of the Mortgage file is held by the Servicer's Document Custodian, the Servicer agrees to recover from the Document Custodian (at the Servicer's expense) and provide to Freddie Mac (at the place and within the time frame specified by Freddie Mac) any Document Custodian-held original document requested by Freddie Mac for the postfunding quality control detailed in Chapter 3301 or in conjunction with a Freddie Mac desktop or on-site review of the Servicer's Servicing operations.

Freddie Mac Single Family / Single-Family Seller/Servicer Guide / Single-Family Seller/Servicer Guide / Selling / Series 6000: Selling and Delivery / Topic 6300: Delivery of All Mortgages / Chapter 6301: Documentation Delivery / 6301.6: Assignment of Security Instrument (03/02/16)

6301.6: Assignment of Security Instrument (03/02/16)

The Seller/Servicer is not required to prepare an assignment of the Security Instrument to Freddie Mac. However, Freddie Mac may, at its sole discretion and at any time, require a Seller/Servicer, at the Seller/Servicer's expense, to prepare, execute and/or record assignments of the Security Instrument to Freddie Mac.

If an assignment of the Security Instrument to Freddie Mac has been prepared, the Seller/Servicer must not record it unless directed to do so by Freddie Mac. Any statement in the assignment to the effect that the assignment is made without recourse will in no way affect the Seller/Servicer's repurchase obligations under the Purchase Documents.

For transfer or assignment of Freddie Mac's interest in the Mortgage, the Seller/Servicer shall prepare at its own expense any assignment necessary to transfer the Security Instrument to Freddie Mac's assignee, designee or transferee.

Intervening Assignments must be prepared in accordance with the requirements of this section.

NOTE: Special provisions for preparing assignments for Mortgages secured by Manufactured Homes located in certificate of title States where there is no provision for surrender and cancellation of the certificate of title are set forth in Section 5703.7(c), paragraph 3. Mortgages secured by Manufactured Homes located in certificate of title States where there is no provision for surrender and cancellation of the certificate of title may not be registered with MERS®.

(a) Mortgages not registered with MERS

For a Mortgage not registered with MERS, the Seller/Servicer must ensure that the chain of assignments is complete and recorded from the original mortgagee on the Security Instrument to the Seller. If the Seller concurrently or subsequently transfers the Servicing, an assignment to the new Servicer must be completed and recorded where required, thus keeping the chain complete.

If a State does not accept assignments for recordation, the Seller must so state in an affidavit maintained with the unrecorded assignment.

(b) Mortgages registered with MERS

For a Mortgage registered with MERS, if MERS is not the original mortgagee of record, the Seller/Servicer must ensure that:

- An assignment of the Security Instrument to MERS has been prepared, duly executed and recorded in all places necessary to perfect a First Lien security interest in the Mortgaged Premises in favor of MERS, solely as nominee for the lender named in the Security Instrument and the Note, and the lender's successors and assigns. Mortgages subsequently assigned to MERS in the States of Montana, Oregon and Washington are not eligible for sale to Freddie Mac.
- The chain of assignments is complete and recorded from the original mortgagee to MERS

If the Seller/Servicer concurrently or subsequently transfers the Servicing of a Mortgage registered with MERS, no further assignments are required if the Transferee Servicer is a MERS Member. If the Transferee Servicer is not a MERS Member, or if the Mortgage has not been, or is no longer, registered with MERS, the Seller/Servicer must complete the assignments in accordance with the requirements in Section 6301.6(a).

(c) Mortgages registered with MERS naming MERS as original mortgagee of record

No assignments are required for a Mortgage registered with MERS if:

- The Mortgage is originated naming MERS as the original mortgagee of record, solely as nominee for the lender named in the Security Instrument and the Note, and the lender's successors and assigns, and
- The Seller/Servicer has ensured that the Security Instrument is properly executed, acknowledged, delivered and recorded in all places necessary to perfect a First Lien security interest in the Mortgaged Premises in favor of MERS, solely as nominee for the lender named in the Security Instrument and the Note, and the lender's successors and assigns

(d) Concurrent Transfers of Servicing

If the Mortgage is registered with MERS, and the Transferee Seller/Servicer is not a MERS Member, then the requirements for Mortgages not registered with MERS must be followed.

For a Concurrent Transfer of Servicing when a Mortgage is registered with MERS:

- The Transferor Servicer must notify MERS of the Transfer of Servicing and reflect such Transfer of Servicing on the MERS System
- The Transferee Seller/Servicer must follow the document custodial procedures in Section 7101.9, and deliver the assignments to the Transferee Document Custodian to be verified and certified in accordance with the requirements of Section 6304.2, unless the Transferee Seller/Servicer has elected to retain all assignments for MERS-registered Mortgages in the Mortgage files. The Transferee Seller/Servicer must also supply its Document Custodian with any documentation necessary for the Document Custodian to determine whether the Seller/Servicer has elected to hold all assignments in the Mortgage files.

For a Concurrent Transfer of Servicing when a Mortgage is not registered with MERS:

- The Transferor Seller must record any Intervening Assignments to complete the chain of assignments from the original mortgagee to the Transferor Seller, in accordance with Section 6301.6(a)
- The Transferor Servicer must then assign the Security Instruments to the Transferee Servicer and record the assignments
- The Transferee Servicer must follow the document custodial procedures set forth in Section 7101.9, and deliver the assignments to the Transferee Document Custodian, to be verified and certified in accordance with the requirements of Section 6304.2

Special provisions for Concurrent Transfers of Servicing of Mortgages secured by Manufactured Homes located in certificate of title States where there is no provision for surrender and cancellation of the certificate of title are set forth in Section 5703.7(c), paragraph 3.

Freddie Mac Single Family / Single-Family Seller/Servicer Guide / Single-Family Seller/Servicer Guide / Servicing / Series 7000: Transfers of Servicing / Topic 7100: Transfers of Servicing / Chapter 7101: Transfers of Servicing / 7101.6: Endorsement of Notes and assignment of Security Instruments related to Transfers of Servicing (03/02/16)

7101.6: Endorsement of Notes and assignment of Security Instruments related to Transfers of Servicing (03/02/16)

When a Mortgage is sold to Freddie Mac, the Seller must endorse the Note in blank in accordance with Section 6301.3. When a Transfer of Servicing occurs, the Transferor Servicer may not complete the blank endorsement or further endorse the Note, but must prepare and complete assignments according to the following requirements:

(a) Concurrent Transfer of Servicing for a Mortgage not registered with MERS®

To prepare and complete assignment of the Security Instrument for a Concurrent Transfer of Servicing for a Mortgage not registered with MERS, the Transferor Servicer must:

- Record any Intervening Assignments to complete the chain of assignments to it from the original mortgagee, in accordance with Section 6301.6(a)
- Assign the Security Instruments to the Transferee Servicer, and record the assignment
- Follow the document custodial procedures set forth in Section 7101.9 and deliver the assignment to the Transferee Document Custodian to be verified in accordance with the requirements of Section 6304.2

See Section 6301.6(a) for additional information.

(b) Concurrent Transfer of Servicing for a Mortgage registered with MERS

To prepare and complete an assignment of the Security Instrument for a Concurrent Transfer of Servicing of a Mortgage that is registered with MERS:

- If the **Transferee Servicer is a MERS Member**, no further assignment is needed. The Transferor Servicer must notify MERS of the Transfer of Servicing.
- If the **Transferee Servicer is not a MERS Member**, then for a Concurrent Transfer of Servicing:
 - The Transferor Servicer must prepare and record an assignment of the Security Instrument (on behalf of MERS) from MERS to the Transferee Servicer
 - The Transferor Servicer must follow the document custodial procedures set forth in Section 7101.9, and deliver the assignment to the Transferee Document Custodian to be verified and certified in accordance with the requirements of Section 6304.2

See Section 6301.6(b) for additional information.

(c) Subsequent Transfer of Servicing for a Mortgage not registered with MERS

To prepare and complete an assignment of a Security Instrument for a Subsequent Transfer of Servicing for a Mortgage not registered with MERS, the Transferor Servicer must:

- Recover and destroy any original unrecorded assignments to Freddie Mac that may have been prepared
- Assign the Security Instrument to the Transferee Servicer and record the assignment
- Follow the document custody procedures set forth in Section 7101.9, and deliver assignment(s) to the Transferee Document Custodian to be verified and certified in accordance with the requirements of Section 6304.2

If an original assignment to Freddie Mac was recorded, no additional assignment need be made.

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7101.15: Liabilities of the Transferor Servicer and Transferee Servicer (03/02/16)

(a) Warranties

Except as stated in the following paragraph, for Transfer of Servicing requests received by Freddie Mac, the Transferee Servicer is liable to Freddie Mac for all sale and Servicing responsibilities, representations, covenants and warranties in the Purchase Documents with respect to the Mortgages and REO for which Servicing is transferred, whether or not the Transferor Servicer had such liability. The Transferee Servicer's assumption of responsibilities, representations, covenants and warranties upon transfer does not release the Transferor Servicer, any prior Servicer, or the original Seller of their responsibilities, representations, covenants and warranties with respect to the transferred Mortgages, their liability being joint and several with the Transferee Servicer. However, a Transferor Servicer does not assume such liability for Servicing violations occurring in all respects after the effective date of its transfer and based in all respects upon the actions or omissions of later Transferee Servicers.

For Mortgages sold through Gold Cash Xtra[®] and the Servicing Released Sales Process, the Seller remains solely liable to Freddie Mac for all sale representations, covenants and warranties in the Purchase Documents (sale representations and warranties) with respect to the Mortgages for which Servicing is transferred. The Transferee Servicer is liable to Freddie Mac for all servicing responsibilities, representations, covenants and warranties in the Purchase Documents with respect to the Mortgages for which Servicing is transferred. For subsequent Transfers of Servicing of such Mortgages:

- The Seller Transferor remains solely liable to Freddie Mac for all sale representations and warranties with respect to the Mortgages for which Servicing is transferred; and
- The subsequent Transferee Servicer is liable to Freddie Mac for all Servicing responsibilities, representations, covenants and warranties in the Purchase Documents with respect to the Mortgages and REO for which Servicing is transferred, but the Transferee Servicer's assumption of responsibilities, representations, covenants and warranties upon transfer does not release the subsequent Transferor Servicer or any prior Servicer of their responsibilities, representations, covenants and warranties with respect to Servicing of the transferred Mortgages, their liability being joint and several with the Transferee Servicer. However, a Transferor Servicer does not assume such liability for Servicing violations occurring in all respects after the effective date of its transfer and based in all respects upon the actions or omissions of later Transferee Servicers.

Note: For provisions applicable to the concurrent transfer of servicing rights of Mortgages sold to Freddie Mac through Gold Cash Xtra, see Exhibit 28, Loan Servicing Purchase and Sale Agreement.

(b) Hold harmless

The Transferor Servicer and the Transferee Servicer, jointly and severally, fully indemnify and agree to hold Freddie Mac, its successors and assigns, harmless from and against any and all losses, claims, demands, actions, suits, damages, costs and expenses (including reasonable attorney fees) of every nature and character that may arise or be made against or be incurred by Freddie Mac as a result of the Transferor Servicer's or the Transferee Servicer's failure to comply with applicable law or failure to comply with Freddie Mac's Servicing requirements as set forth in the Purchase Documents, including, but not limited to failure to provide the notices required by Section 7101.14, failure to make any payment to the appropriate parties for which Escrow is collected and failure to credit properly any payments received from Borrowers.

(c) Servicing

The Transferee Servicer hereby agrees to service the Mortgages in accordance with the terms of the unitary, indivisible master Servicing contract comprising the Guide, applicable Bulletins, applicable users' guides and any other applicable Purchase Documents, all of which are fully incorporated herein by reference.

Freddie Mac Single Family / Single-Family Seller/Servicer Guide / Single-Family Seller/Servicer Guide / Servicing / Series 8000: Servicing All Mortgages / Topic 8100: General Freddie Mac Servicing Policies / Chapter 8105: Servicing Compensation / 8105.3: Servicing obligations to be performed for the Servicing compensation (03/02/16)

8105.3: Servicing obligations to be performed for the Servicing compensation (03/02/16)

In consideration for the Servicing Spread, a Servicer is responsible for the performance of all of its Servicing obligations described in the Guide and other Purchase Documents for each of the Mortgages purchased by Freddie Mac. The Servicer's Servicing obligations compensated by the Servicing Spread include, among other things, undertaking all activities required to protect Freddie Mac's interest in the Mortgage in the event of a foreclosure of the property or a bankruptcy of the Borrower, such as:

- Preparing and delivering foreclosure and bankruptcy referrals to attorneys
- Providing all documents and information necessary for the attorneys to prosecute foreclosure or bankruptcy cases (including, but not limited to, missing documents such as Notes, title insurance policies, and Intervening Assignments)
- When necessary, paying for the preparation and recordation of missing documents, such as Intervening Assignments, necessary for the prosecution of foreclosure or bankruptcy cases
- Resolving any title issues that are the result of the Seller's or Servicer's action or inaction
- Managing attorneys, including but not limited to:
 - Collecting, receiving, processing, reviewing and paying attorneys' invoices
 - Supervising and providing necessary assistance to attorneys in the foreclosure and bankruptcy proceedings
 - Making available any monitoring, management, reporting, information and document delivery processes or systems, and paying the fees and costs for such processes or systems (refer to Section 9501.9 for information on connectivity and invoice processing systems)
- Continuing to work with the Borrower to resolve the delinquency through loss mitigation activities
- Handling the bankruptcy management activities specified in Chapter 9401

Nothing in the Guide is intended to prohibit a foreclosure or bankruptcy attorney from assisting a Servicer by working with a Borrower to facilitate a reinstatement of the Mortgage or loss mitigation activity.

Freddie Mac Single Family / Single-Family Seller/Servicer Guide / Single-Family Seller/Servicer Guide / Servicing / Series 8000: Servicing All Mortgages / Topic 8100: General Freddie Mac Servicing Policies / Chapter 8107: Document Custody / 8107.1: Servicer responsibilities related to document custody (03/02/16)

8107.1: Servicer responsibilities related to document custody (03/02/16)

(a) Delivery of modifications to a Document Custodian

If a Note is subsequently modified, pursuant to the requirements of the Guide, the original modifying instrument must be delivered to the Document Custodian holding the original Note.

(b) Obtaining physical or constructive possession of documents

Seller/Servicers may need to obtain physical or constructive possession of a Note or other documents from a Document Custodian to take appropriate action in conjunction with the payoff, foreclosure, repurchase, substitution, conversion, modification or assumption of a Mortgage:

- To obtain physical or constructive possession of a Note and/or other documents from the Designated Custodian, the Seller/Servicer may complete and send the Form 1036, Request for Physical or Constructive Possession of Documents, or make an electronic request ("Web Release Request") using the Designated Custodian's specified Internet web site. Contact the Designated Custodian for further information (**see Directory 4**). The Seller/Servicer must promptly: (i) if physical possession was obtained by Seller/Servicer, return the Note and any other documents to the Designated Custodian when the reason for having physical possession is no longer required for Servicing the Mortgage (do not return the Note and any other documents to the Designated Custodian if the related Mortgage was repurchased or paid in full), or (ii) if constructive possession was obtained, send notice (a copy of the original Form 1036 with a notice of termination of constructive possession or otherwise as instructed by the Designated Custodian's specified Internet web site) to the Designated Custodian, when the reason for constructive possession is no longer required for Servicing the Mortgage. Seller/Servicers using the Designated Custodian's Internet web site Asset Repository and Collateral System (ARK) to request physical or constructive possession of Notes and other documents must include a copy of the 1036 Release Receipt Report when returning such items to the Designated Custodian. The Release Receipt Report can be electronically generated from the Designated Custodian's ARK web site.
- To obtain physical or constructive possession of a Note and/or other documents from a Document Custodian (excluding the Designated Custodian), the Seller/Servicer must complete Form 1036, and send the Form 1036 to the Document Custodian. The Seller/Servicer must promptly: (i) if physical possession was obtained by the Seller/Servicer, return the Note and any other documents to the Document Custodian when the reason for having physical possession is no longer required for Servicing the Mortgage (do not return the Note and any other documents to the Document Custodian if the related Mortgage was repurchased or paid in full), or (ii) if constructive possession was obtained by the Seller/Servicer, send notice (copy of the original Form 1036 with a request for termination of constructive possession) to the Document Custodian, when constructive possession is no longer required for Servicing the Mortgage.

Seller/Servicers must follow prudent business practices in protecting and safeguarding all Notes and documents physically transferred and delivered to them by the Document Custodian until these documents are returned to the Document Custodian. These practices include protection from external elements, such as fire, and identification as a Freddie Mac asset and segregation from other non-related documents.

See Section 8107.2(b) when Servicing a Mortgage with respect to which the Seller/Servicer is required to be in physical or constructive possession of the Note to take legal action, such as a Freddie Mac Default Legal Matter or other litigation (collectively, "Legal Action"), and the Document Custodian has physical custody of the Note.

Freddie Mac Single Family / Single-Family Seller/Servicer Guide / Single-Family Seller/Servicer Guide / Servicing / Series 8000: Servicing All Mortgages / Topic 8100: General Freddie Mac Servicing Policies / Chapter 8107: Document Custody / 8107.2: Document Custodian's custodial functions (03/02/16)

8107.2: Document Custodian's custodial functions (03/02/16)

(a) General duties

Each Document Custodian is responsible for maintaining custody of the original Notes and assignments, in trust, for the benefit of Freddie Mac by:

- Storing the original Notes and assignments in secure, fire-resistant facilities as required by Section 2202.2(b). If the Seller/Servicer delivers supplemental documents, such as original modifying instruments, the Document Custodian must place the supplemental documents with the related Note.
- Affixing the Freddie Mac loan number to the Note, if advised by the Seller/Servicer that Freddie Mac requires it. If the Note for a Mortgage contains the Freddie Mac loan number, changing the Freddie Mac loan number on a Note if advised in writing by the Seller/Servicer that Freddie Mac has changed the Freddie Mac loan number for the related Mortgage.

(b) Physical or constructive possession to take legal action

The Seller/Servicer may be required to be in physical or constructive possession of the Note to take legal action, such as a Freddie Mac Default Legal Matter or other litigation (collectively, "Legal Action"), in connection with Servicing a Mortgage. If the Seller/Servicer concludes that constructive possession is the appropriate type of possession for the Legal Action, the Seller/Servicer shall automatically, immediately and conclusively be deemed to be in constructive possession of the Note upon the earlier of: (i) that date such Legal Action commences, or (ii) the date the Document Custodian receives the Seller/Servicer's Form 1036 requesting constructive possession of the Note, until the Legal Action is concluded.

When the Document Custodian, during any such Legal Action, maintains physical custody of the Note, it does so in trust for the benefit of the Seller/Servicer. For the duration of the Legal Action, the Seller/Servicer shall be: (i) in constructive possession of the Note, (ii) the holder of the Note, (iii) entitled to enforce the Note, and (iv) duly authorized by Freddie Mac to take Legal Action in connection with Servicing the related Mortgage. When the Legal Action is concluded, the Document Custodian shall automatically and immediately cease maintaining physical custody of the Note, in trust, for the benefit of the Seller/Servicer and resume maintaining physical custody of the Note, in trust, for the benefit of Freddie Mac.

The Seller/Servicer must complete, sign and submit a Form 1036, or its equivalent, including the Designated Custodian's Web Release Request described in Section 8107.1(b) (Form 1036 and such the Designated Custodian's Web Release Request, collectively referred to herein as "Form 1036") requesting constructive possession from the Document Custodian or Designated Custodian, as applicable. The date that the constructive possession commences shall be the earlier of the date: (i) the Document Custodian receives the Form 1036 from the Seller/Servicer requesting constructive possession, or (ii) the Seller/Servicer commences the Legal Action. A single Form 1036 may be used to request multiple Notes, provided that each Note is separately listed and identified.

(c) Delivery of possession of documents to the Seller/Servicer

The Seller/Servicer may require physical possession of a Note and other documents in connection with Servicing a Mortgage, including, but not limited to, bringing or defending a Legal Action or conducting a foreclosure or in connection with the maturity, prepayment, repurchase, substitution, conversion, modification or assumption of a Mortgage. In such circumstances, Freddie Mac will deliver physical possession of the Note to the Seller/Servicer as set forth in this Section 8107.2(c)

When Servicing a Mortgage with respect to which the Seller/Servicer is required to be in physical possession of the Note, the Seller/Servicer shall deliver a Form 1036 to the Document Custodian.

To use an Electronic, as defined in Chapter 1401 or system-generated version of the Form 1036, the Seller/Servicer must enter into an electronic transaction agreement with the Document Custodian that:

- Defines Electronic Signature and the type(s) of electronic transmission(s) permitted
- States the Document Custodian's requirements for accepting an Electronic Signature
- States the Seller/Servicer's requirements for maintaining and controlling access to Electronic Signature information
- Clearly assigns liability when the terms of the agreement are violated

In addition, the Seller/Servicer must provide, and the Document Custodian must retain, a list of the individuals designated by the Seller/Servicer to request the release of documents electronically. The list must be signed by an authorized officer of the Seller/Servicer and contain the notarized signatures of the Seller/Servicer's designated individuals.

An Electronic or system-generated Form 1036 must contain all of the information required on the paper Form 1036. A single electronic form may be used to request multiple Notes, provided that the Note is separately listed and identified.

Upon receipt of a signed Form 1036 from the Seller/Servicer, the Document Custodian maintaining physical custody of the Note, in trust, for the benefit of Freddie Mac, shall transfer and deliver physical possession of the Note to the Seller/Servicer. Upon receipt of the Note, the Seller/Servicer shall automatically, immediately and conclusively be deemed to be: (i) in physical possession of the Note, (ii) the holder of the Note, (iii) entitled to enforce the Note, and (iv) duly authorized by Freddie Mac to take Legal Action in connection with Servicing the related Mortgage.

If a document is no longer needed for the reason originally cited on the request, or when the Legal Action is concluded, the Seller/Servicer must promptly return the Note and related documents and a copy of the Form 1036 to the Document Custodian, or return the Note and related other documents required by the Designated Custodian. Upon receipt of the returned Note, the Document Custodian and/or Designated Custodian, as applicable, shall immediately resume maintaining physical custody of the Note, in trust, for the benefit of Freddie Mac, as set forth in the Custodial Agreement, and update its note tracking system to reflect receipt of the Note and any other documents.

Notes and related documents may be transported only by a nationally recognized commercial or bonded carrier or courier service.

See Section 8107.1(b) for additional information on returning Notes to the Document Custodian.

(d) Form imaging and retention requirements

The Document Custodian must retain either the original or an imaged copy of the Form 1036 or its equivalent for at least three months after the date the Mortgage is paid off. The Document Custodian need not retain a Form 1034E, or Note Delivery Cover Sheet, after the related Mortgages have been certified.

Imaged copies of the forms are permitted, provided that:

- Such copies were made in the regular course of business pursuant to Document Custodian's written policy
- Each imaged copy accurately reproduces or forms a durable medium for reproducing the original document
- There is equipment to view or read and to reproduce the imaged copies into legible documents at the location where the imaged copies are maintained

The Document Custodian may destroy:

- Original Certification Schedules after making imaged copies that meet the above criteria
- Requests for Release after making imaged copies that meet the above criteria and updating Document Custodian's Note tracking system to indicate the date of and reason for release of the related documents
- All original or imaged copies of Certification Schedules and Requests for Release after expiration of the retention period

In disposing of such documents, the Document Custodian must have in place and follow procedures to ensure the confidentiality of Borrowers' private personal information and must use disposal methods that safeguard such confidentiality.

Freddie Mac Single Family / Single-Family Seller/Servicer Guide / Single-Family Seller/Servicer Guide / Servicing / Series 9000: Servicing Default Management / Topic 9300: Foreclosure / Chapter 9301: Foreclosure / 9301.1: Foreclosures on Freddie Mac Mortgages (03/02/16)

9301.1: Foreclosures on Freddie Mac Mortgages (03/02/16)

The Servicer must refer to, manage and complete foreclosure in accordance with this chapter when there is no available alternative to foreclosure. Additionally, Freddie Mac requires the Servicer to manage the foreclosure process to acquire clear and marketable title to the property in a cost-effective, expeditious and efficient manner.

Freddie Mac Single Family / Single-Family Seller/Servicer Guide / Single-Family Seller/Servicer Guide / Servicing / Series 9000: Servicing Default Management / Topic 9300: Foreclosure / Chapter 9301: Foreclosure / 9301.11: Obtaining the original Note (03/02/16)

9301.11: Obtaining the original Note (03/02/16)

If physical or constructive possession of the original Note is needed to perform the foreclosure, the Servicer must request the Note from the Document Custodian maintaining the Note by submitting to the Document Custodian a completed Form 1036, Request for Physical or Constructive Possession of Documents, or an electronic or system-generated version of the form (or, in the case of the Designated Custodian, a copy of the electronically generated 1036 Release Receipt Report) in accordance with the requirements of Section 8107.1(b).

If there is a full or partial reinstatement of the Mortgage, the Servicer must return the Note to the Document Custodian with either the original Form 1036 or a copy.

Freddie Mac Single Family / Single-Family Seller/Servicer Guide / Single-Family Seller/Servicer Guide / Servicing / Series 9000: Servicing Default Management / Topic 9300: Foreclosure / Chapter 9301: Foreclosure / 9301.12: Foreclosing in the Servicer's name (03/02/16)

9301.12: Foreclosing in the Servicer's name (03/02/16)

(a) Conducting the foreclosure

The Servicer must instruct the foreclosure counsel to process the foreclosure in the Servicer's name and in a manner that would avoid any obligation to pay a transfer tax. However, the Servicer may instruct foreclosure counsel to conduct the foreclosure in Freddie Mac's name if applicable law:

- Precludes the Servicer from conducting the foreclosure in its name because it owns or services a subordinate Mortgage on the Mortgaged Premises, or
- Requires the foreclosure to be processed in Freddie Mac's name to avoid any obligation to pay a transfer tax and foreclosure counsel could not otherwise process the foreclosure in a manner that would successfully avoid imposition of the transfer tax obligation

For these special circumstances, the Servicer does not need to obtain written approval but must notify Freddie Mac within two Business Days of the Servicer's determination to foreclose in Freddie Mac's name and record the basis of the decision in the Mortgage file. All notifications must be sent via e-mail (**see Directory 5**). For all other circumstances in which the Servicer may need to instruct foreclosure counsel to conduct the foreclosure in Freddie Mac's name, the Servicer must obtain written approval from Freddie Mac (refer to Section 9402.2 regarding initiating legal actions on Freddie Mac's behalf).

When processing the foreclosure in Freddie Mac's name, all pleadings and related documents must comply with Section 9402.2(c). The Servicer remains obligated to notify Freddie Mac pursuant to Section 9501.12 in the event that any foreclosure conducted in Freddie Mac's name evolves into a non-routine litigation matter (see Section 9402.2).

When a Servicer conducts the foreclosure in Freddie Mac's name, the Servicer is not permitted to have the same foreclosure counsel represent the Servicer or another lien holder in the same proceeding. Freddie Mac does not consent to dual representation of Freddie Mac and another lien holder on the same property.

(b) Executing documents

If Freddie Mac needs to execute a document for the Servicer to process the foreclosure, or execute a document related to a foreclosure sale, the Servicer must submit Form 105, Multipurpose Loan Servicing Transmittal, to Freddie Mac (**see Directory 5**) with all supporting documentation, which may include, but is not limited to, the last recorded document in the chain of title, and include the document Freddie Mac needs to execute.

If an assignment of the Security Instrument to Freddie Mac has been recorded and the Servicer is conducting the foreclosure in its name, then the Security Instrument must be assigned back to the Servicer before the foreclosure counsel files the first legal action. Refer to Section 9301.16 for an explanation of first legal action.

To have the Security Instrument assigned back to the Servicer, the Servicer must submit a completed assignment with a Request for Assistance Form (available at: <http://www.freddiemac.com/cim/docex.html>), to Freddie Mac (**see Directory 9**). Freddie Mac will endeavor to execute the assignment and return it to the Servicer within 10-12 Business Days of receiving the documents.

If the Servicer is foreclosing on a Mortgage registered with MERS®, the Servicer must prepare and execute (using the Servicer's employee who is a MERS authorized "signing officer") an assignment of the Security Instrument from MERS to the Servicer. The Servicer must record the prepared assignment where required by State law. State mandated recordings are non-reimbursable by Freddie Mac, are not considered part of the Freddie Mac allowable foreclosure counsel fees and must not be billed to the Borrower.

If the Mortgage is an FHA, Section 502 GRH or VA Mortgage, then the Servicer must follow FHA, RHS or VA guidelines to determine in whose name the foreclosure action should be brought.

Refer to Section 6301.6 for additional information on Freddie Mac's requirements for assignments of the Security Instrument.

Freddie Mac Single Family / Single-Family Seller/Servicer Guide / Single-Family Seller/Servicer Guide / Servicing / Series 9000: Servicing Default Management / Topic 9400: Bankruptcy and Other Litigation Involving Freddie Mac-Owned or Guaranteed Mortgages / Chapter 9401: Bankruptcy / 9401.1: Bankruptcy (10/12/16)

9401.1: Bankruptcy (10/12/16)

This chapter provides Servicers with Freddie Mac's requirements for Servicing Mortgages subject to bankruptcy proceedings or litigation. The Servicer must take appropriate action to protect Freddie Mac's interest during bankruptcy proceedings in which the Borrower is the debtor.

(Refer to Chapter 9402 for requirements for Servicing Mortgages subject to other litigation).

Related Guide Bulletins	Issue Date
Bulletin 2016-13	July 13, 2016

Freddie Mac Single Family / Archive of Single-Family Seller/Service Guide / Archive of Single-Family Seller/Service Guide Published as of the Date of the Last 2013 Bulletin / Single-Family Seller/Service Guide, Volume 1 / Chs. 1-A1: Introduction / Chapter 1: Introduction / 1.2: Legal effect of the Single-Family Seller/Service Guide (09/24/13)

REVISION HISTORY 07/20/12 [HIDE]

REVISION NUMBER: 07202012

DATE: 07/20/2012

REVISION REMARKS: THIS CONTENT HAS CHANGED. CURRENT REQUIREMENTS APPEAR UNSHADED BELOW.

**1.2: Legal effect of the *Single-Family Seller/Service Guide*
(Effective: 07/20/12)**

ARCHIVED VERSION

(a) Status as a contract

1. **Effect of the Guide.** The *Single-Family Seller/Service Guide* ("Guide") governs the business relationship between a Seller and Freddie Mac relating to the sale and Servicing of Mortgages. Each Seller/Service must complete and submit a Form 16SF, Annual Eligibility Certification Report, that certifies that the Seller/Service has access to the Electronic version of the Guide as an Electronic Record, as those terms are defined in Chapter 3, and is in compliance with all requirements of the Purchase Documents.
2. **Volume 1 of the Guide.** In connection with the sale of Mortgages to Freddie Mac, the Seller agrees that each transaction is governed by the Guide, the applicable Purchase Contract and all other Purchase Documents.

3. **Volume 2 of the Guide.** A Seller must service all Mortgages that the Seller has sold to Freddie Mac and/or has agreed to service for Freddie Mac in accordance with the standards set forth in the Seller's Purchase Documents. All of a Seller's obligations to service Mortgages for Freddie Mac are considered to constitute, and must be performed pursuant to a unitary, indivisible master Servicing contract, and the Servicing obligations assumed pursuant to any contract to sell Mortgages to Freddie Mac are deemed to be merged into, and must be performed pursuant to, such unitary, indivisible master Servicing contract.

A Seller acknowledges that Freddie Mac's agreement to purchase Mortgages from the Seller pursuant to any individual Purchase Contract is based upon the Seller's agreement that the Mortgages purchased will be serviced by the Seller pursuant to the unitary, indivisible master Servicing contract. The Seller agrees that any failure to service any Mortgage in accordance with the terms of the unitary, indivisible master Servicing contract, or any breach of any of the Seller's obligations under any aspect of the unitary, indivisible master Servicing contract, shall be deemed to constitute a breach of the entire contract and shall entitle Freddie Mac to terminate all or a portion of the Servicing. The termination of a portion of the Servicing shall not alter the unitary, indivisible nature of the Servicing contract.

If a Servicer who services Mortgages for Freddie Mac is not also the Seller of the Mortgages to Freddie Mac, the Servicer must agree to service Mortgages for Freddie Mac by separate agreement, which incorporates the applicable Purchase Documents. In such case, the separate agreement shall be deemed to be one of the "Purchase Documents" that constitute the unitary, indivisible master Servicing contract.

In addition, in certain cases, a Seller and/or Servicer who uses certain Freddie Mac services will, by virtue of the provisions of the Guide, be deemed to have agreed upon certain terms and conditions related to such services and their use.

4. **Amendments to the Guide.** Freddie Mac may, in its sole discretion, amend or supplement the Guide from time to time. Amendments to the Guide may be a paper Record or an Electronic Record, as those terms are defined in Chapter 3. The Guide may not be amended orally. Freddie Mac may amend the Guide by:

- Publishing Bulletins, which apply to all Sellers/Serviceirs, or
- Entering into a Purchase Contract or other written or Electronic agreement, which applies to the Seller that is a party to the Purchase Contract or agreement

Bulletins expressly amend, supplement, revise or terminate specific provisions of the Guide. An amendment, supplement, revision or termination of a provision in Volume 1 or Volume 2 of the Guide is effective as of the date specified by Freddie Mac in the applicable Bulletin.

A Purchase Contract or other written agreement or Electronic agreement amends or supplements specific provisions of the Guide for purposes of such Purchase Contract or other agreement, as applicable. Such amendments or supplements to the Guide are effective as of the date specified in the Purchase Contract or other agreement. See Section 12.3(d) for information about how amendments and supplements to Volume 1 of the Guide amend or otherwise apply to a Seller's Purchase Contracts and other Purchase Documents.

5. **Publication of Guide and Bulletins.** The Guide is posted on the AllRegs® web site of Mortgage Resource Center, Inc. (MRC) which posts the Guide under license from and with the express permission of Freddie Mac. MRC is the exclusive third-party electronic publisher of the Guide. Freddie Mac makes no representation or warranty regarding availability, features or functionality of the AllRegs web site. The Guide is also posted on FreddieMac.com.

By using the web site, Seller/Serviceirs acknowledge and agree (individually and on behalf of the entity for which they access the Guide) neither Freddie Mac nor MRC shall be liable to them (or the entity for which they access the Guide) for any losses or damages whatsoever resulting directly or indirectly from Freddie Mac's designation of the Guide as found on the AllRegs web site as the official Electronic version, as an Electronic Record, and MRC expressly disclaims any warranty as to the results to be obtained by Seller/Serviceirs (and the entity for which Seller/Serviceirs access the Guide) from use of the AllRegs web site, and MRC shall not be liable to Seller/Serviceirs (and the entity for which Seller/Serviceirs access the Guide) for any damages arising directly or indirectly out of the use of the AllRegs web site by them (and the entity for which they access the Guide).

From time to time, Bulletins are published on AllRegs and FreddieMac.com. Sellers and Serviceirs with an AllRegs subscription may receive notice of Bulletins directly from AllRegs. If a Seller or Serviceir does not receive notice of Bulletins through AllRegs, the Seller or Serviceir must take the steps necessary to receive the applicable Freddie Mac Single-Family Update e-mails, which will notify Sellers and Serviceirs of Bulletin publications. A Seller or Serviceir's failure to take the appropriate steps to receive notices of Bulletins does not relieve the Seller or Serviceir of its legal obligations to comply with the terms of the Bulletins.

6. **Effective Date.** The effective date of each section of the Guide is located at the beginning of each section, to the right of the section number and name.

(b) Copyright

The Guide (including related supplements, bulletins and industry letters) is copyrighted. Limited permission to photocopy the Guide is granted to Seller/Servicers strictly for their own use in originating and selling Mortgages to, and in Servicing Mortgages for, Freddie Mac. No part of the Guide may be reproduced for any other reason (in any form or by any means) without the express written permission of Freddie Mac. Requests for such permission to reproduce the Guide must be sent to Freddie Mac (**see Directory 1**).

Requests will be reviewed and answered by Freddie Mac in the ordinary course of business.

Freddie Mac reserves the right to revoke permission to reproduce the Guide upon 60 days' notice to any and all Sellers and Servicers. Under no circumstances will Freddie Mac permit the Guide to be reproduced by any Electronic or mechanical means, including, but not limited to, reproduction in, or as a component of, any information storage and retrieval system.

(c) Reliance

By entering into a Purchase Contract or into the unitary, indivisible master Servicing contract with Freddie Mac, the Seller or Servicer acknowledges that it is not relying upon Freddie Mac or any employee, agent or representative thereof, in making its decision to enter into the contract and that it has relied upon the advice and counsel of its own employees, agents and representatives as to the regulatory, business, corporate, tax, accounting and other consequences of entering into and performing its obligations under a Purchase Contract or the unitary, indivisible master Servicing contract.

(d) Assignments; security interests

A Seller or Servicer shall not, in whole or in part, assign or transfer or grant a security interest in, any of its obligations, rights or interest under any Purchase Contract or under the unitary, indivisible master Servicing contract, including any of its rights or obligations under this Guide or any of the Purchase Documents, without Freddie Mac's prior written consent. Any purported or attempted assignment or transfer of, or grant of a security interest in, any such obligations, rights or interest is prohibited and shall be null and void.

Notwithstanding the provisions of the immediately preceding paragraph, Freddie Mac may consent to a Servicer's grant to one or more third parties of a security interest under the Uniform Commercial Code in the conditional, nondelegable contract right of the Servicer to service Home Mortgages for Freddie Mac pursuant to the terms of the unitary, indivisible master Servicing contract ("Freddie Mac Servicing rights"). Freddie Mac will indicate its consent only by executing an Acknowledgment Agreement, which must also be executed by a Servicer and the third party to whom the Servicer grants a security interest. A Servicer may write to Freddie Mac (**see Directory 1**) for a copy of the Acknowledgment Agreement and instructions for completing and executing it.

A Servicer's grant to a third party of a security interest in the Servicer's Freddie Mac Servicing rights, as more specifically defined in the Acknowledgment Agreement, may be made only for a purpose specified in the instructions for the Acknowledgment Agreement. Any purported or attempted grant of a security interest in any other rights or interest of the Servicer under the Guide or any of the Purchase Documents, or for the purpose of securing any other type of obligation, is prohibited and shall be null and void. In addition, a Servicer's purported or attempted grant to a third party of a security interest in the Servicer's Freddie Mac Servicing rights without the Servicer and the third party also having executed the Acknowledgment Agreement is prohibited and shall be null and void.

Freddie Mac has the right to sell, assign, convey, hypothecate, pledge or in any way transfer, in whole or in part, its interest under the Purchase Documents with respect to any Mortgage it purchases.

(e) Severability

If any provision of this Guide shall be held invalid, the legality and enforceability of all remaining provisions shall not in any way be affected or impaired thereby, and this Guide shall be interpreted as if such invalid provision were not contained herein.

(f) Construction of Guide

This Guide shall not be construed against Freddie Mac as being the drafter hereof.

(g) Entire agreement

This Guide, including the exhibits attached to the Guide and all Purchase Documents incorporated by reference in the Guide, constitutes the entire understanding between Freddie Mac and the Seller or Servicer and supersedes all other agreements, covenants, representations, warranties, understandings and communications between the parties, whether oral or written or Electronic, with respect to the transactions contemplated by the Guide.

(h) Governing law

This Guide shall be construed, and the rights and obligations of Freddie Mac and the Seller or Servicer hereunder determined, in accordance with the laws of the United States. Insofar as there may be no applicable precedent, and insofar as to do so would not frustrate any provision of this Guide or the transactions governed thereby, the laws of the State of New York shall be deemed reflective of the laws of the United States.

1.2: Legal effect of the *Single-Family Seller/Servicer Guide* (09/24/13)**ARCHIVED VERSION****(a) Status as a contract**

1. **Effect of the Guide.** The Guide governs the business relationship between a Seller/Servicer and Freddie Mac relating to the sale and Servicing of Mortgages. Each Seller/Servicer must complete and submit a Form 16SF, Annual Eligibility Certification Report, that certifies that the Seller/Servicer has access to the Electronic version of the Guide as an Electronic Record, as those terms are defined in Chapter 3, and is in compliance with all requirements of the Purchase Documents.
2. **Volume 1 of the Guide.** In connection with the sale of Mortgages to Freddie Mac, the Seller/Servicer agrees that each transaction is governed by the Guide, the applicable Purchase Contract and all other Purchase Documents.

3. **Volume 2 of the Guide.** A Seller/Servicer must service all Mortgages that the Seller/Servicer has sold to Freddie Mac and/or has agreed to service for Freddie Mac in accordance with the standards set forth in the Seller/Servicer's Purchase Documents. All of a Seller/Servicer's obligations to service Mortgages for Freddie Mac are considered to constitute, and must be performed pursuant to a unitary, indivisible master Servicing contract, and the Servicing obligations assumed pursuant to any contract to sell Mortgages to Freddie Mac are deemed to be merged into, and must be performed pursuant to, such unitary, indivisible master Servicing contract.

A Seller/Servicer acknowledges that Freddie Mac's agreement to purchase Mortgages from the Seller/Servicer pursuant to any individual Purchase Contract is based upon the Seller/Servicer's agreement that the Mortgages purchased will be serviced by the Seller/Servicer pursuant to the unitary, indivisible master Servicing contract. The Seller/Servicer agrees that any failure to service any Mortgage in accordance with the terms of the unitary, indivisible master Servicing contract, or any breach of any of the Seller/Servicer's obligations under any aspect of the unitary, indivisible master Servicing contract, shall be deemed to constitute a breach of the entire contract and shall entitle Freddie Mac to terminate all or a portion of the Servicing. The termination of a portion of the Servicing shall not alter the unitary, indivisible nature of the Servicing contract.

If a Servicer who services Mortgages for Freddie Mac is not also the Seller of the Mortgages to Freddie Mac, the Servicer must agree to service Mortgages for Freddie Mac by separate agreement, which incorporates the applicable Purchase Documents. In such case, the separate agreement shall be deemed to be one of the "Purchase Documents" that constitute the unitary, indivisible master Servicing contract.

In addition, in certain cases, a Seller and/or Servicer who uses certain Freddie Mac services will, by virtue of the provisions of the Guide, be deemed to have agreed upon certain terms and conditions related to such services and their use.

4. **Amendments to the Guide.** Freddie Mac may, in its sole discretion, amend or supplement the Guide from time to time. Amendments to the Guide may be a paper Record or an Electronic Record, as those terms are defined in Chapter 3. The Guide may not be amended orally. Freddie Mac may amend the Guide by:

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- Entering into a Purchase Contract or other written or Electronic agreement, which applies to the Seller that is a party to the Purchase Contract or agreement

Bulletins expressly amend, supplement, revise or terminate specific provisions of the Guide. An amendment, supplement, revision or termination of a provision in Volume 1 or Volume 2 of the Guide is effective as of the date specified by Freddie Mac in the applicable Bulletin.

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5. **Publication of Guide and Bulletins.** The Guide is posted on the AllRegs® web site of Mortgage Resource Center, Inc. (MRC), which posts the Guide under license from and with the express permission of Freddie Mac. MRC is the exclusive third-party electronic publisher of the Guide. Freddie Mac makes no representation or warranty regarding availability, features or functionality of the AllRegs web site. The Guide is also available through FreddieMac.com.

By using the web site, Seller/Serviceirs acknowledge and agree (individually and on behalf of the entity for which they access the Guide) neither Freddie Mac nor MRC shall be liable to them (or the entity for which they access the Guide) for any losses or damages whatsoever resulting directly or indirectly from Freddie Mac's designation of the Guide as found on the AllRegs web site as the official Electronic version, as an Electronic Record, and MRC expressly disclaims any warranty as to the results to be obtained by Seller/Serviceirs (and the entity for which Seller/Serviceirs access the Guide) from use of the AllRegs web site, and MRC shall not be liable to Seller/Serviceirs (and the entity for which Seller/Serviceirs access the Guide) for any damages arising directly or indirectly out of the use of the AllRegs web site by them (and the entity for which they access the Guide).

Bulletins are published on AllRegs and FreddieMac.com. Sellers and Serviceirs with an AllRegs subscription may receive notice of Bulletins directly from AllRegs. If a Seller or Serviceir does not receive notice of Bulletins through AllRegs, the Seller or Serviceir must take the steps necessary to receive the applicable Freddie Mac Single-Family Update e-mails, which will notify Sellers and Serviceirs of Bulletin publications. A Seller or Serviceir's failure to take the appropriate steps to receive notices of Bulletins does not relieve the Seller or Serviceir of its legal obligations to comply with the terms of the Bulletins.

6. **Effective Date.** The effective date of each section of the Guide is located at the beginning of each section, to the right of the section number and name.

(b) Copyright

The Guide (including related supplements and Bulletins) and Industry Letters are copyrighted. Limited permission to photocopy the Guide is granted to Seller/Serviceirs strictly for their own use in originating and selling Mortgages to, and in Servicing Mortgages for, Freddie Mac. No part of the Guide may be reproduced for any other reason (in any form or by any means) without the express written permission of Freddie Mac. Requests for such permission to reproduce the Guide must be sent to Freddie Mac (**see Directory 1**).

Requests will be reviewed and answered by Freddie Mac in the ordinary course of business.

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(c) Reliance

By entering into a Purchase Contract or into the unitary, indivisible master Servicing contract with Freddie Mac, the Seller or Servicer acknowledges that it is not relying upon Freddie Mac or any employee, agent or representative thereof, in making its decision to enter into the contract and that it has relied upon the advice and counsel of its own employees, agents and representatives as to the regulatory, business, corporate, tax, accounting and other consequences of entering into and performing its obligations under a Purchase Contract or the unitary, indivisible master Servicing contract.

(d) Assignments; security interests

A Seller or Servicer shall not, in whole or in part, assign or transfer or grant a security interest in, any of its obligations, rights or interest under any Purchase Contract or under the unitary, indivisible master Servicing contract, including any of its rights or obligations under this Guide or any of the Purchase Documents, without Freddie Mac's prior written consent. Any purported or attempted assignment or transfer of, or grant of a security interest in, any such obligations, rights or interest is prohibited and shall be null and void.

Freddie Mac has the right to sell, assign, convey, hypothecate, pledge or in any way transfer, in whole or in part, its interest under the Purchase Documents with respect to any Mortgage it purchases.

(e) Severability

If any provision of this Guide shall be held invalid, the legality and enforceability of all remaining provisions shall not in any way be affected or impaired thereby, and this Guide shall be interpreted as if such invalid provision were not contained herein.

(f) Construction of Guide

This Guide shall not be construed against Freddie Mac as being the drafter hereof.

(g) Entire agreement

This Guide, including the exhibits attached to the Guide and all Purchase Documents incorporated by reference in the Guide, constitutes the entire understanding between Freddie Mac and the Seller or Servicer and supersedes all other agreements, covenants, representations, warranties, understandings and communications between the parties, whether oral or written or Electronic, with respect to the transactions contemplated by the Guide.

(h) Governing law

This Guide shall be construed, and the rights and obligations of Freddie Mac and the Seller or Servicer hereunder determined, in accordance with the laws of the United States. Insofar as there may be no applicable precedent, and insofar as to do so would not frustrate any provision of this Guide or the transactions governed thereby, the laws of the State of New York shall be deemed reflective of the laws of the United States.

Related Guide Bulletins	Issue Date
Bulletin 2013-18	September 24, 2013

Freddie Mac Single Family / Archive of Single-Family Seller/Servicer Guide / Archive of Single-Family Seller/Servicer Guide Published as of the Date of the Last 2013 Bulletin / Single-Family Seller/Servicer Guide, Volume 2 / Chs. 51-57: General Freddie Mac Policies / Chapter 52: Mortgage File Retention / 52.5: The Mortgage file, Mortgage data and related records (05/17/11)

52.5: The Mortgage file, Mortgage data and related records (05/17/11)

ARCHIVED VERSION

- (a) **Ownership** All documents in the Mortgage file, all data related to Mortgages owned or guaranteed by Freddie Mac to which the Servicer obtains access in connection with any agreement with Freddie Mac, including, without limitation, data in the documents in the Mortgage file (collectively, Mortgage data) and all other documents and records related to the Mortgage of whatever kind or description (whether prepared or originated by the Servicer or others, or whether prepared or maintained or held by the Servicer or others acting for and on behalf of the Servicer), including all current and historical computerized data files, will be, and will remain at all times, the property of Freddie Mac. All of these records and Mortgage data in the possession of the Servicer are retained by the Servicer in a custodial capacity only.

(b) **Permitted use of Mortgage data**

The Servicer may use these records and Mortgage data only for the following purposes:

- Servicing Mortgages (and, in compliance with the provisions of the Guide, retaining subservicers to service Mortgages) on behalf of, and in the interest of, Freddie Mac;
- As background information for the Servicer's use related to marketing or cross-selling of the Servicer's own primary market products and services in compliance with applicable laws, provided that such marketing and cross-selling does not involve disclosure of these records or Mortgage data to any third parties, other than vendors assisting the Servicer in its marketing activities who are themselves bound by these requirements;
- As necessary to enable a vendor to provide analytic services to the Servicer with respect to the Servicer's Servicing portfolio, for the Servicer's internal use only, provided the vendor is bound by these requirements; and
- As necessary to enable the Servicer to comply with its obligations under applicable law, including, without limitation, any disclosures required in connection with audits by regulatory agencies with jurisdiction over the Servicer's operations.

Except as expressly authorized by Freddie Mac in writing, Servicers may not use or disclose, or authorize or permit third parties to use or disclose, these records or Mortgage data for any other purpose, including, without limitation, resale or licensing of Mortgage data, either alone or with other data. See Section 53.3, Confidential Information; Privacy; Conflicts of Interest, Misuse of Material Information; Security of Information, for additional requirements related to confidentiality.

Freddie Mac Single Family / Archive of Single-Family Seller/Servicer Guide / Archive of Single-Family Seller/Servicer Guide Published as of the Date of the Last 2013 Bulletin / Single-Family Seller/Servicer Guide, Volume 1 / Chs. 4-7: Seller/Servicer Requirements and Warranties / Chapter 6: General Warranties and Responsibilities of the Seller/Servicer / 6.6: Survival of warranties; remedies (05/05/00)

6.6: Survival of warranties; remedies (05/05/00)

ARCHIVED VERSION

The warranties and representations in the Purchase Documents for any Mortgage purchased by Freddie Mac survive payment of the purchase price by Freddie Mac. The warranties and representations are not affected by any investigation made by, or on behalf of, Freddie Mac, except when expressly waived in writing by Freddie Mac.

When any party has purchased a Mortgage from Freddie Mac that Freddie Mac previously purchased from a Seller, Freddie Mac may exercise any rights or remedies at law or in equity on behalf of the party to the extent that the party does not affirmatively do so. Freddie Mac may also exercise its discretion to disqualify or suspend a Seller or a Servicer pursuant to Chapter 5 or 53.

For each Mortgage purchased by Freddie Mac, the Seller and the Servicer agree that Freddie Mac may, at any time and without limitation, require the Seller or the Servicer, at the Seller's or the Servicer's expense, to make such endorsements to and assignments and recordations of any of the Mortgage documents so as to reflect the interests of Freddie Mac and/or its successors and assigns.

Freddie Mac Single Family / Archive of Single-Family Seller/Servicer Guide / Archive of Single-Family Seller/Servicer Guide Published as of the Date of the Last 2013 Bulletin / Single-Family Seller/Servicer Guide, Volume 2 / Chs. 51-57: General Freddie Mac Policies / Chapter 52: Mortgage File Retention / 52.7: Transfer of file custody; security of file information (10/01/09)

52.7: Transfer of file custody; security of file information (10/01/09)

ARCHIVED VERSION

Freddie Mac may at any time require the Servicer to deliver the following documents to a Document Custodian approved by Freddie Mac or a transferee designated by Freddie Mac:

- Any original Note, Security Instrument, assignment and modifying instrument still in the Servicer's custody
- Any Mortgage file, document within a Mortgage file or other related documents and records in the Servicer's or its Document Custodian's custody, whether maintained as originals or as copies in accordance with Section 52.2

The Servicer may, without Freddie Mac's prior approval, entrust custody of all or part of the Mortgage file to the Document Custodian holding Notes and assignments under Section 18.2. When requested, the Servicer must be able to identify to Freddie Mac those file items held by the Document Custodian and document to Freddie Mac the Document Custodian's acknowledgment that such file items:

- Are Freddie Mac's property
- Will be maintained by the Document Custodian according to standards at least equal to those set in this chapter
- Will be maintained in such a way as to ensure the security and confidentiality of the information; protect against anticipated threats or hazards to the security or integrity of the information; and protect against unauthorized access to or use of such information
- Will be surrendered to Freddie Mac at any time Freddie Mac may request them

The Servicer agrees to indemnify Freddie Mac and hold Freddie Mac harmless for any loss, damage or expense (including court costs and reasonable attorney fees) that Freddie Mac may incur as a result of the Document Custodian's holding all or part of the Mortgage file.

The Servicer must maintain a copy (in a form allowable under Section 52.2) of any original document that has been entrusted to the Document Custodian for safekeeping. If all or part of the Mortgage file is held by the Servicer's Document Custodian, the Servicer agrees to recover from the Document Custodian (at the Servicer's expense) and provide to Freddie Mac (at the place and within the timeframe specified by Freddie Mac) any Document Custodian-held original document requested by Freddie Mac for the postfunding quality control detailed in Chapter 47 or in conjunction with a Freddie Mac desktop or on-site review of the Servicer's Servicing operations.

Freddie Mac Single Family / Archive of Single-Family Seller/Servicer Guide / Archive of Single-Family Seller/Servicer Guide Published as of the Date of the Last 2013 Bulletin / Single-Family Seller/Servicer Guide, Volume 1 / Chs. 22-28: General Mortgage Eligibility / Chapter 22: General Mortgage Eligibility / 22.14: Assignment of Security Instrument (10/01/09)

22.14: Assignment of Security Instrument (10/01/09)

ARCHIVED VERSION

The Seller/Servicer is not required to prepare an assignment of the Security Instrument to the Federal Home Loan Mortgage Corporation (Freddie Mac). However, Freddie Mac may, at its sole discretion and at any time, require a Seller/Servicer, at the Seller/Servicer's expense, to prepare, execute and/or record assignments of the Security Instrument to Freddie Mac.

If an assignment of the Security Instrument to Freddie Mac has been prepared, Seller/Servicer must not record it unless directed to do so by Freddie Mac. Any statement in the assignment to the effect that the assignment is made without recourse will in no way affect the Seller/Servicer's repurchase obligations under the Purchase Documents.

Intervening Assignments must be prepared as required in Sections 22.14(a), 22.14(b) or 22.14(c) below.

Special provisions for preparing assignments for Mortgages secured by Manufactured Homes located in certificate of title States where there is no provision for surrender and cancellation of the certificate of title are set forth in Section H33.7(c), paragraph 3. Mortgages secured by Manufactured Homes located in certificate of title States where there is no provision for surrender and cancellation of the certificate of title may not be registered with MERS.

- (a) Preparation and completion of assignments for Mortgages not registered with MERS** For a Mortgage not registered with MERS, the Seller/Servicer must ensure that the chain of assignments is complete and recorded from the original mortgagee on the Security Instrument to the Seller. If the Seller concurrently or subsequently transfers the Servicing, an assignment to the new Servicer must be completed and recorded where required, thus keeping the chain complete.

If a State does not accept assignments for recordation, the Seller must so state in an affidavit maintained with the unrecorded assignment.

- (b) Preparation and completion of assignments for Mortgages registered with MERS**

For a Mortgage registered with MERS, if MERS is not the original mortgagee of record, the Seller/Servicer must ensure that:

- An assignment to MERS has been prepared, duly executed and recorded
- The chain of assignments is complete and recorded from the original mortgagee to MERS

If the Seller/Servicer concurrently or subsequently transfers the Servicing of a Mortgage registered with MERS, no further assignments are required if the Transferee Servicer is a MERS member. If the Transferee Servicer is not a MERS member, or if the Mortgage has not been, or is no longer, registered with MERS, the Seller/Servicer must complete the assignments in accordance with the requirements in Section 22.14(a).

(c) Mortgages registered with MERS naming MERS as original mortgagee of record

No assignments are required for a Mortgage registered with MERS if:

- The Mortgage is originated naming MERS as the original mortgagee of record, solely as nominee for the lender named in the Security Instrument and the Note, and the lender's successors and assigns, and
- The Seller/Servicer has ensured that the Security Instrument is properly executed, acknowledged, delivered and recorded in all places necessary to perfect a First Lien security interest in the Mortgaged Premises in favor of MERS, solely as nominee for the lender named in the Security Instrument and the Note, and the lender's successors and assigns

(d) Concurrent Transfers of Servicing

If the Mortgage is registered with MERS, and the Transferee Seller/Servicer is not a MERS Member, then the requirements for Mortgages not registered with MERS in the first paragraph of Section 22.14(a) must be followed.

For a Concurrent Transfer of Servicing when a Mortgage is registered with MERS:

- The Transferor Seller must notify MERS of the Transfer of Servicing
- The Transferee Seller/Servicer must follow the document custodial procedures in Section 56.9, and deliver the assignments to the Transferee Document Custodian to be verified and certified in accordance with the requirements of Section 18.5, unless the Transferee Seller/Servicer has elected to retain all assignments for MERS-registered Mortgages in the Mortgage files. The Transferee Seller/Servicer must also supply its Document Custodian with any documentation necessary for the Document Custodian to determine whether the Seller/Servicer has elected to hold all assignments in the Mortgage files

For a Concurrent Transfers of Servicing when a Mortgage is not registered with MERS:

- The Transferor Seller must record any Intervening Assignments to complete the chain of assignments from the original mortgagee to the Transferor Seller, in accordance with Section 22.14(a)
- The Transferor Servicer must then assign the Security Instruments to the Transferee Servicer and record the assignments
- The Transferee Servicer must follow the document custodial procedures set forth in Section 56.9, and deliver the assignments to the Transferee Document Custodian, to be verified and certified in accordance with the requirements of Section 18.5

Special provisions for Concurrent Transfers of Servicing of Mortgages secured by Manufactured Homes located in certificate of title States where there is no provision for surrender and cancellation of the certificate of title are set forth in Section H33.7 (c), paragraph 3.

(e) Delivery to a Document Custodian

The Seller/Servicer must deliver all Intervening Assignments for each Mortgage to the Document Custodian, unless the Mortgage is registered with MERS and the Seller/Servicer has elected to retain all assignments for MERS-registered Mortgages in the Mortgage files. The Seller/Servicer must also supply its Document Custodian with any documentation necessary for the Document Custodian to determine if it should expect to receive assignments for MERS-registered Mortgages.

If a recorder's office has not yet returned a recorded Intervening Assignment to the Seller/Servicer, the Seller/Servicer must deliver a certified copy of the assignment sent for recordation to the Document Custodian.

The original recorded assignment must be delivered to the Document Custodian immediately after the Seller/Servicer receives it from the recorder's office. If a jurisdiction does not accept assignments for recordation, the Seller/Servicer must so indicate in an affidavit delivered to the Document Custodian with the unrecorded Intervening Assignment.

(f) Transfer or assignment of Freddie Mac's interests

For transfer or assignment of Freddie Mac's interest in the Mortgage, the Seller/Servicer shall prepare at its own expense any assignment necessary to transfer the Security Instrument to Freddie Mac's assignee, designee or transferee.

(g) Transfer of Servicing

See Sections 56.7 and 56.9.

Freddie Mac Single Family / Archive of Single-Family Seller/Servicer Guide / Archive of Single-Family Seller/Servicer Guide Published as of the Date of the Last 2013 Bulletin / Single-Family Seller/Servicer Guide, Volume 2 / Chs. 51-57: General Freddie Mac Policies / Chapter 56: Transfers of Servicing / 56.7: Endorsement of Notes and assignment of Security Instruments (10/01/09)

56.7: Endorsement of Notes and assignment of Security Instruments (10/01/09)

ARCHIVED VERSION

When a Mortgage is sold to Freddie Mac, the Seller must endorse the Note in blank in accordance with Section 16.4. When a Transfer of Servicing occurs, the Transferor Servicer may not complete the blank endorsement or further endorse the Note, but must prepare and complete assignments according to the following requirements:

(a) Concurrent Transfer of Servicing for a Mortgage not registered with the Mortgage Electronic Registration Systems Inc. (MERS)

To prepare and complete assignment of the Security Instrument for a Concurrent Transfer of Servicing for a Mortgage not registered with MERS, the Transferor Servicer must:

- Record any Intervening Assignments to complete the chain of assignments to it from the original mortgagee, in accordance with Section 22.14(a)
- Assign the Security Instruments to the Transferee Servicer, and record the assignment
- Follow the document custodial procedures set forth in Section 56.9 and deliver the assignment to the Transferee Document Custodian to be verified in accordance with the requirements of Section 18.5

See Section 22.14(a) for additional information.

(b) Concurrent Transfer of Servicing for a Mortgage registered with MERS

To prepare and complete an assignment of the Security Instrument for a Concurrent Transfer of Servicing of a Mortgage that is registered with MERS:

- If the **Transferee Servicer is a MERS Member**, no further assignment is needed. The Transferor Servicer must notify MERS of the Transfer of Servicing.
- If the **Transferee Servicer is not a MERS Member**, then for a Concurrent Transfer of Servicing:
 - The Transferor Servicer must prepare and record an assignment of the Security Instrument (on behalf of MERS) from MERS to the Transferee Servicer
 - The Transferor Servicer must follow the document custodial procedures set forth in Section 56.9, and deliver the assignment to the Transferee Document Custodian to be verified and certified in accordance with the requirements of Section 18.5

See Section 22.14(b) for additional information.

(c) Subsequent Transfer of Servicing for a Mortgage not registered with MERS

To prepare and complete an assignment of a Security Instrument for a Subsequent Transfer of Servicing for a Mortgage not registered with MERS, the Transferor Servicer must:

- Recover and destroy any original unrecorded assignments to Freddie Mac that may have been prepared
- Assign the Security Instrument to the Transferee Servicer and record the assignment
- Follow the document custody procedures set forth in Section 56.9, and deliver the assignment(s) to the Transferee Document Custodian to be verified and certified in accordance with the requirements of Section 18.5

If an original assignment to Freddie Mac was recorded, no additional assignment need be made.

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**56.15: Liabilities of the Transferor Servicer and Transferee Servicer
(10/03/12)**

ARCHIVED VERSION

(a) Warranties

Except as stated in the following paragraph, for Transfer of Servicing requests received by Freddie Mac, the Transferee Servicer is liable to Freddie Mac for all sale and Servicing responsibilities, representations, covenants and warranties in the Purchase Documents with respect to the Mortgages and Real Estate Owned (REO) for which Servicing is transferred, whether or not the Transferor Servicer had such liability. The Transferee Servicer's assumption of responsibilities, representations, covenants and warranties upon transfer does not release the Transferor Servicer, any prior Servicer, or the original Seller of their responsibilities, representations, covenants and warranties with respect to the transferred Mortgages, their liability being joint and several with the Transferee Servicer. However, a Transferor Servicer does not assume such liability for Servicing violations occurring in all respects after the effective date of its transfer and based in all respects upon the actions or omissions of later Transferee Servicers.

For Mortgages sold through Gold Cash Xtra[®] and the Servicing Released Sales Process, the Seller remains solely liable to Freddie Mac for all sale representations, covenants and warranties in the Purchase Documents (sale representations and warranties) with respect to the Mortgages for which Servicing is transferred. The Transferee Servicer is liable to Freddie Mac for all servicing responsibilities, representations, covenants and warranties in the Purchase Documents with respect to the Mortgages for which Servicing is transferred. For subsequent Transfers of Servicing of such Mortgages:

- The Seller Transferor remains solely liable to Freddie Mac for all sale representations and warranties with respect to the Mortgages for which Servicing is transferred; and
- The subsequent Transferee Servicer is liable to Freddie Mac for all Servicing responsibilities, representations, covenants and warranties in the Purchase Documents with respect to the Mortgages and Real Estate Owned (REO) for which Servicing is transferred, but the Transferee Servicer's assumption of responsibilities, representations, covenants and warranties upon transfer does not release the subsequent Transferor Servicer or any prior Servicer of their responsibilities, representations, covenants and warranties with respect to Servicing of the transferred Mortgages, their liability being joint and several with the Transferee Servicer. However, a Transferor Servicer does not assume such liability for Servicing violations occurring in all respects after the effective date of its transfer and based in all respects upon the actions or omissions of later Transferee Servicers.

(b) Hold harmless

The Transferor Servicer and the Transferee Servicer, jointly and severally, fully indemnify and agree to hold Freddie Mac, its successors and assigns, harmless from and against any and all losses, claims, demands, actions, suits, damages, costs and expenses (including reasonable attorney fees) of every nature and character that may arise or be made against or be incurred by Freddie Mac as a result of the Transferor Servicer's or the Transferee Servicer's failure to comply with applicable law or failure to comply with Freddie Mac's Servicing requirements as set forth in the Purchase Documents, including, but not limited to failure to provide the notices required by Section 56.14, failure to make any payment to the appropriate parties for which Escrow is collected and failure to credit properly any payments received from Borrowers.

(c) Servicing

The Transferee Servicer hereby agrees to service the Mortgages in accordance with the terms of the unitary, indivisible master Servicing contract comprising the Guide, applicable bulletins, applicable *users' guides* and any other applicable Purchase Documents, all of which are fully incorporated herein by reference.

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REVISION HISTORY 03/23/11 [HIDE]**REVISION NUMBER:** 03232011**DATE:** 03/23/2011**REVISION REMARKS:** THIS CONTENT HAS CHANGED. CURRENT REQUIREMENTS APPEAR UNSHADED BELOW.**54.4: Servicing obligations to be performed for the Servicing compensation (Effective: 03/23/11)****ARCHIVED VERSION**

In consideration for the Servicing Spread, a Servicer is responsible for the performance of all of its Servicing obligations described in the Guide and other Purchase Documents for each of the Mortgages purchased by Freddie Mac. The Servicer's Servicing obligations compensated by the Servicing Spread include, among other things, undertaking all activities required to protect Freddie Mac's interest in the Mortgage in the event of a foreclosure of the property or a bankruptcy of the Borrower, such as:

- Preparing and delivering foreclosure and bankruptcy referrals to attorneys or trustees
- Providing all documents and information necessary for the attorneys or trustees to prosecute foreclosure or bankruptcy cases (including, but not limited to, missing documents such as Notes, title insurance policies, and Intervening Assignments)
- When necessary, paying for the preparation and recordation of missing documents, such as Intervening Assignments, necessary for the prosecution of foreclosure or bankruptcy cases
- Resolving any title issues that are the result of the Seller's or Servicer's action or inaction
- Managing attorneys, including but not limited to:
 - Collecting, receiving, processing, reviewing and paying attorneys' and trustees' invoices
 - Supervising and providing necessary assistance to attorneys and trustees in the foreclosure and bankruptcy proceedings
 - Making available any monitoring, management, reporting, information and document delivery processes or systems, and paying the fees and costs for such processes or systems
- Continuing to work with the Borrower to resolve the delinquency through loss mitigation activities
- Handling the bankruptcy management activities specified in Chapter 67

Refer to Section 66.25 for information on connectivity and invoice processing systems and reimbursement of fees for use of such systems.

Nothing in the Guide is intended to prohibit a foreclosure or bankruptcy attorney or a trustee from assisting a Servicer by working with a Borrower to facilitate a reinstatement of the Mortgage or loss mitigation activity.

54.4: Servicing obligations to be performed for the Servicing compensation (06/01/13)

ARCHIVED VERSION

In consideration for the Servicing Spread, a Servicer is responsible for the performance of all of its Servicing obligations described in the Guide and other Purchase Documents for each of the Mortgages purchased by Freddie Mac. The Servicer's Servicing obligations compensated by the Servicing Spread include, among other things, undertaking all activities required to protect Freddie Mac's interest in the Mortgage in the event of a foreclosure of the property or a bankruptcy of the Borrower, such as:

- Preparing and delivering foreclosure and bankruptcy referrals to attorneys
- Providing all documents and information necessary for the attorneys to prosecute foreclosure or bankruptcy cases (including, but not limited to, missing documents such as Notes, title insurance policies, and Intervening Assignments)
- When necessary, paying for the preparation and recordation of missing documents, such as Intervening Assignments, necessary for the prosecution of foreclosure or bankruptcy cases
- Resolving any title issues that are the result of the Seller's or Servicer's action or inaction
- Managing attorneys, including but not limited to:
 - Collecting, receiving, processing, reviewing and paying attorneys' invoices
 - Supervising and providing necessary assistance to attorneys in the foreclosure and bankruptcy proceedings
 - Making available any monitoring, management, reporting, information and document delivery processes or systems, and paying the fees and costs for such processes or systems
- Continuing to work with the Borrower to resolve the delinquency through loss mitigation activities
- Handling the bankruptcy management activities specified in Chapter 67

Refer to Section 66.25 for information on connectivity and invoice processing systems and reimbursement of fees for use of such systems.

Nothing in the Guide is intended to prohibit a foreclosure or bankruptcy attorney from assisting a Servicer by working with a Borrower to facilitate a reinstatement of the Mortgage or loss mitigation activity.

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18.4: Seller/Servicer responsibilities (10/01/09)

ARCHIVED VERSION

(a) Responsibility for documents and Document Custodian compliance

The Seller/Servicer agrees to indemnify Freddie Mac and hold Freddie Mac harmless for any loss, damage or expense (including court costs and reasonable attorney fees) that Freddie Mac may incur as a result of the Seller/Servicer's Document Custodian holding Notes and any other documents.

The Seller/Servicer is responsible for ensuring that its Document Custodian complies with all applicable Freddie Mac requirements regarding Note custody. Freddie Mac's Document Custody Procedure Handbook is available to Seller/Servicers and Document Custodians on AllRegs, or at <http://www.freddiemac.com/cim/handbook.html>. Seller/Servicers and Document Custodians will find this handbook to be a useful resource in fulfilling these requirements.

(b) Monitoring the eligibility status of the Document Custodian

The Seller/Servicer is responsible for monitoring its Document Custodian for compliance with Freddie Mac's Document Custodian eligibility requirements, and must ensure that its Document Custodian is in compliance with all eligibility requirements at all times, provided, however, that Freddie Mac will perform this monitoring for the Designated Custodian.

If, at any time, the Document Custodian fails to comply with any eligibility requirement, the Seller/Servicer must contact Freddie Mac (**see Directory 1**) in writing within one day of the Seller/Servicer learning of the noncompliance. Freddie Mac, at its discretion, may allow the Seller/Servicer a period of time to work with its Document Custodian to ensure that the Document Custodian takes all necessary steps to meet the requirements. However, Freddie Mac reserves the right to immediately terminate a custodial agreement. Further, Freddie Mac may direct the Seller/Servicer to transfer the Notes to the Designated Custodian or a new Document Custodian pursuant to Sections 18.1 through 18.3, and transfer all Notes and assignments for Mortgages serviced for Freddie Mac from the old Document Custodian to the new Document Custodian, pursuant to the requirements of Section 18.6.

(c) Transit insurance requirements

If the Seller/Servicer has not contractually agreed with the Document Custodian to have the Document Custodian assume liability for Notes and assignments while in transit, the Seller/Servicer must obtain insurance covering physical damage or destruction to, or loss of, any Notes and assignments while such documents are in transit between the Document Custodian's vault and anywhere, regardless of the means by which they are transported. For the purpose of this insurance, Mortgage Notes are to be defined as "Negotiable Instruments" per Section 3-104 of the Uniform Commercial Code (UCC).

At a minimum, the required insurance coverage must:

- Be underwritten by an insurer that has an A- (A minus) or better rating according to the A.M. Best Company
- Be maintained in amounts that are deemed adequate for the number of Notes and assignments held in custody and that are deemed appropriate based on prudent business practice
- Each have a deductible amount no more than the greater of 5% of the Seller/Servicer's GAAP net worth or \$100,000, but in no case greater than \$10,000,000

In the event that a Seller/Servicer is covered under its parent's insurance program rather than by its own insurance:

- The acceptable deductible amount for each insurance coverage may be no more than the greater of 5% of the parent's GAAP net worth or \$100,000, but in no case greater than \$10,000,000
- The Seller/Servicer must be a named insured
- The parent's insurance policy(ies) must meet requirements as stated in this subsection

In the event of cancellation or non-renewal of any of the required insurance coverages, the Seller/Servicer or the Seller/Servicer's insurer, insurance broker or agent must provide Freddie Mac (**see Directory 1**) a minimum of 30 days advance written notice thereof.

Freddie Mac's insurance requirements as stated in this subsection do not diminish, restrict or otherwise limit the Seller/Servicer's responsibilities and obligations as stated in the Form 1035, Form 1035DC, or otherwise in the Purchase Documents.

(d) Transfers of Servicing

For Transfers of Servicing pursuant to Chapter 56, the Seller/Servicer must meet the document custody requirements of Section 18.7 and Section 56.9, including the transfer of the Notes from the Transferor Servicer's Document Custodian to the Transferee Servicer's Document Custodian.

(e) Obtaining documents

Seller/Servicers may need to request the Note or other documents held by a Document Custodian to take appropriate action in conjunction with the payoff, foreclosure, repurchase substitution, conversion, modification or assumption of a Mortgage or the recordation of the assignment of a Security Instrument to Freddie Mac.

- To obtain a Note and/or other documents from the Designated Custodian, the Seller/Servicer must make an electronic request ("Web Release Request") using the Designated Custodian's Web portal. Contact the Designated Custodian for further information (**see Directory 4**). Unless the related Mortgage was repurchased or paid in full, the Seller/Servicer must promptly return the Note and documents when they are no longer required for servicing to the Designated Custodian. Seller/Servicers using the Designated Custodian's internet website Asset Repository and Collateral System (ARK) to request release of Notes and other documents must include a copy of the 1036 Release Receipt Report when returning such items to the Designated Custodian. The Release Receipt Report can be electronically generated from the Designated Custodian's ARK web site.
- To obtain a Note and/or other documents from a Document Custodian other than the Designated Custodian, the Seller/Servicer must complete Form 1036, Request for Release of Documents, and send the form to the Document Custodian. Unless the related Mortgage was repurchased or paid in full, the Seller/Servicer must promptly return the Notes and documents and Form 1036 when they are no longer required for servicing to the Document Custodian.

Seller/Servicers must follow prudent business practices in protecting and safeguarding all Notes and documents released to them by the Document Custodian until these documents are returned to the Document Custodian. These practices include protection from external elements, such as fire, and identification as a Freddie Mac asset and segregation from other non-related documents.

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REVISION HISTORY 07/20/12 [HIDE]**REVISION NUMBER:** 07202012**DATE:** 07/20/2012**REVISION REMARKS:** THIS CONTENT HAS CHANGED. CURRENT REQUIREMENTS APPEAR UNSHADED BELOW.**18.6: Document Custodian's functions and duties (Effective: 07/20/12)****ARCHIVED VERSION**

(a) General duties

Each Document Custodian is responsible for:

1. Maintaining custody and control of the original Notes and assignments on behalf of Freddie Mac. If the Seller/Servicer delivers supplemental documents, such as original modifying instruments, the Document Custodian must place the supplemental documents with the related original Notes.
2. Holding the Notes and assignments in secure, fire-resistant facilities as described in Section 18.2(b)
3. Affixing the Freddie Mac loan number to the Note, if advised by the Seller/Servicer that Freddie Mac requires it. If the Note for a Mortgage contains the Freddie Mac loan number, changing the Freddie Mac loan number on a Note if advised in writing by the Seller/Servicer that Freddie Mac has changed the Freddie Mac loan number for the related Mortgage.
4. Making available for review by Freddie Mac (or its designee), at any time during normal business hours, with or without prior notice, the Notes and assignments and related storage facilities, maintenance and release procedures, and control and tracking mechanisms, and other evidence of compliance with eligibility requirements as requested
5. Making the custodial staff available for interview by Freddie Mac or its designee, at any time during normal business hours, with or without prior notice, for an assessment of the staff's familiarity with and adherence to Freddie Mac's custodial requirements and the Document Custodian's internal controls
6. Indemnifying Freddie Mac for such losses as may occur as a result of any negligence by the Document Custodian in the performance of its duties under the Guide pertaining to Notes and assignments held for Freddie Mac and Form 1035, Custodial Agreement: Single-Family Mortgages, and Form 1035DC, Designated Custodial Agreement: Single-Family Mortgages
7. Providing, in an electronic format acceptable to Freddie Mac, an accounting of all Notes held for Freddie Mac as described in Section 18.2 (b)

Freddie Mac may, at any time, and in its sole discretion, require a Document Custodian to segregate the Notes it holds for Freddie Mac from those held for other investors.

(b) Verifications

Upon receiving the Notes from the Seller/Servicer, the Document Custodian must verify that the following requirements have been met:

- Note: The information on each Note matches all corresponding information for the related Mortgage contained in the Freddie Mac Selling System ("Selling System"). The Document Custodian is not required to verify the Seller/Servicer number.
- Note endorsement: Each Note is endorsed as required by Section 16.4. If the Seller/Servicer delivering the Note is not the original payee on a Note, the Document Custodian must verify that the chain of endorsements is proper and complete from the original payee on the Note to the Seller delivering the Note to Freddie Mac — not to the Servicer.
- Assignments: The assignments of the Security Instruments from the original Mortgagee to the Seller/Servicer or to MERS® are prepared, executed and recorded where required, in accordance with Sections 22.14 and 56.7. The Seller/Servicer must provide its Document Custodian with any documentation necessary for the Document Custodian to determine whether the Seller/Servicer has elected to hold all assignments for Mortgages registered with MERS in the Mortgage files, as provided in Section 22.14.

(c) Certification

The Document Custodian must comply with the applicable requirements of the Purchase Documents whenever the Document Custodian is completing the certification process for Mortgages sold to Freddie Mac.

The Document Custodian consents to conduct Electronic Transactions, as defined in Chapter 3, with the Seller/Servicer and Freddie Mac in connection with its functions, duties and obligations under this Section 18.6 and Form 1035. In accordance with Form 1035, the Document Custodian adopts as its signature its Freddie Mac Document Custodian number. The Document Custodian must comply with the requirements of Chapter 3 as if each reference to the word "Seller/Servicer" were a reference to the "Document Custodian."

The Document Custodian must not execute the Custodian Certification if any of the information or documentation required to be verified does not match the specifications in Section 18.6(b) or if any discrepancy is not sufficiently justified. The Document Custodian must inform the delivering Seller/Servicer of any discrepancy for corrective action.

(d) Duties to Freddie Mac

Upon certification of the Notes and assignments, the Document Custodian must hold the Notes and assignments in trust for the sole benefit of Freddie Mac. The Document Custodian may not enter into any understanding, agreement, or relationship with any party by which any such party would obtain, retain or claim any interest (including an ownership or security interest) in such documents or the underlying Mortgages, unless otherwise specifically approved by Freddie Mac.

If the Document Custodian's facilities are affected by a disaster, the Document Custodian must notify Freddie Mac (**see Directory 9**) within 24 hours of the disaster.

(e) Release of documents to the Seller/ Servicer

The Seller/Servicer may require Notes and related documents in conjunction with the maturity, prepayment, foreclosure, repurchase, substitution, conversion, modification or assumption of a Mortgage or the recordation of the assignment of a Security Instrument to Freddie Mac.

The Document Custodian will release to the Seller/Servicer any Note and related documents in the Document Custodian's custody upon receiving from the Seller/Servicer a properly completed and executed Form 1036, Request for Release of Documents, (or its equivalent, each such form, a "Request for Release"), (or in the case of the Designated Custodian, a request via its web portal (see section 18.4(e)). To use an electronic or system-generated version of the Form 1036, the Seller/Servicer must enter into an agreement with the Document Custodian that:

- Defines electronic signatures and the type of electronic transmission permitted
- States the Document Custodian's requirements for accepting electronic signatures
- States the Seller/Servicer's requirements for maintaining and controlling access to electronic signature information
- Clearly assigns liability when the terms of the agreement are violated

In addition, the Seller/Servicer must provide, and the Document Custodian must retain, a list of the individuals designated to request the release of documents electronically. The list must be signed by an authorized officer of the Seller/Servicer and contain the notarized signatures of the designees.

An electronic or system-generated Form 1036 must contain all of the information required on the paper form. A single electronic form can be used to request multiple Notes provided that the Note list is attached.

See Section 18.6(g) for additional information on imaging and retention requirements. If a document is no longer needed for the reason originally cited on the request, the Seller/Servicer must return the Note and related documents and a copy of the Form 1036 to the Document Custodian, or return the Note and any other documentation required by the Designated Custodian, which will resume its custody and update its note tracking system to reflect receipt of the documents.

See Section 18.4(e) for additional information on returning documents to the Document Custodian or Designated Custodian. Seller/Servicers must follow prudent business practices in protecting and safeguarding all documents released to them while those documents are in their possession. These practices include protection from destructive elements, such as fire, identification as Freddie Mac assets, and segregation from other non-related documents.

(f) Release of documents to designated counsel

Designated counsel may require Notes in conjunction with the foreclosure of a Mortgage. The Document Custodian must release to the designated counsel any Note in the Document Custodian's custody upon receipt of a properly completed and executed Form 1036DC, Designated Counsel's Request for Release of Documents, from the designated counsel.

Prior to releasing the documents, the Document Custodian must:

- Verify that the designated counsel requesting the documents using Form 1036DC is in fact Freddie Mac's designated counsel by using the list (Guide Exhibit 79, Designated Counsel/Trustee) on our web site at http://www.freddiemac.com/service/msp/design_counsel.html, or by calling (800) FREDDIE.
- Verify that the information provided for each Mortgage is correct, for example, that the named Borrower corresponds to the Freddie Mac loan number. If the Document Custodian has reason to believe the information provided is incorrect, contact the Servicer or Freddie Mac's Settlement Operations at fmmdm@freddiemac.com, and do not release the documents.
- Fax or e-mail a copy of the Form 1036DC that accompanies any documents that are released to designated counsel to the Servicer indicated on the form and obtain "in transit" insurance coverage for the documents released to the designated counsel.
- Retain the Form 1036DC as required by Form 1035.

The Seller/Servicer will be responsible for any release fees and delivery expenses with respect to documents that the Document Custodian releases to the designated counsel.

If the foreclosure is not completed, the designated counsel will return the Note with a copy of the Form 1036DC to the Document Custodian, which will resume its custody and update its note tracking system to reflect receipt of the documents.

(g) Imaging and retention requirements

The Document Custodian must retain either the original or an imaged copy of each Form 1036 (or its equivalent, each such form, a "Request for Release") for at least three months after the date the Mortgage is paid off or the Note is returned to the Document Custodian. The Document Custodian need not retain a Form 1034E, or Note Delivery Cover Sheet, after the related Mortgages have been certified.

Imaged copies of the forms are permitted, provided that:

- Such copies were made in the regular course of business pursuant to Document Custodian's written policy
- Each imaged copy accurately reproduces or forms a durable medium for reproducing the original document
- There is equipment to view or read and to reproduce the imaged copies into legible documents at the location where the imaged copies are maintained

The Document Custodian may destroy:

- Original Certification Schedules after making imaged copies that meet the above criteria
- Requests for Release after making imaged copies that meet the above criteria and updating Document Custodian's note tracking system to indicate the date of release of the related documents and the reason for their release
- All original or imaged copies of Certification Schedules and Requests for Release after expiration of the retention period

In disposing of such documents, Document Custodian must have in place and follow procedures to ensure the confidentiality of Borrowers' private personal information and must use disposal methods that safeguard such confidentiality.

18.6: Document Custodian's functions and duties (06/01/13)**ARCHIVED VERSION**

(a) General duties

Each Document Custodian is responsible for:

1. Maintaining custody and control of the original Notes and assignments on behalf of Freddie Mac. If the Seller/Servicer delivers supplemental documents, such as original modifying instruments, the Document Custodian must place the supplemental documents with the related original Notes.
2. Holding the Notes and assignments in secure, fire-resistant facilities as described in Section 18.2(b)
3. Affixing the Freddie Mac loan number to the Note, if advised by the Seller/Servicer that Freddie Mac requires it. If the Note for a Mortgage contains the Freddie Mac loan number, changing the Freddie Mac loan number on a Note if advised in writing by the Seller/Servicer that Freddie Mac has changed the Freddie Mac loan number for the related Mortgage.
4. Making available for review by Freddie Mac (or its designee), at any time during normal business hours, with or without prior notice, the Notes and assignments and related storage facilities, maintenance and release procedures, and control and tracking mechanisms, and other evidence of compliance with eligibility requirements as requested
5. Making the custodial staff available for interview by Freddie Mac or its designee, at any time during normal business hours, with or without prior notice, for an assessment of the staff's familiarity with and adherence to Freddie Mac's custodial requirements and the Document Custodian's internal controls
6. Indemnifying Freddie Mac for such losses as may occur as a result of any negligence by the Document Custodian in the performance of its duties under the Guide pertaining to Notes and assignments held for Freddie Mac and Form 1035, Custodial Agreement: Single-Family Mortgages, and Form 1035DC, Designated Custodial Agreement: Single-Family Mortgages
7. Providing, in an electronic format acceptable to Freddie Mac, an accounting of all Notes held for Freddie Mac as described in Section 18.2(b)

Freddie Mac may, at any time, and in its sole discretion, require a Document Custodian to segregate the Notes it holds for Freddie Mac from those held for other investors.