

Case No. 82078

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
Jul 28 2021 02:36 p.m.
Elizabeth A. Brown
Clerk of Supreme Court

APPEAL

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

JOINT APPENDIX VOLUME 3

Respectfully submitted by:

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SFR Investments Pool 1, LLC*

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1	5	08/19/2013	Answer to Defendant SFR Investments Pool 1, LLC's Counterclaim and Third Party Complaint	JA_0038
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The Mortgage Industry's Utility

www.mersonl
1003972

Loan#: 3363 Asum: N Inv: 472 FHLMC SCH/ACT GANESHA 000000 Lien: 1
 IGNACIO GUTIERREZ Loan Type/Sub: 03 Conv/Unins / 00 Next Due: 4/01/10
 + Rate: UnPaidBal: Pmt:
 668 MOONLIGHT STROLL STRE #Pmts Delq: 00090 Dlq Amt P&I:
 HENDERSON NV 89015 Msg: #1: #2: #3: LPR: 1/30/12 Stat: R
 Phone 1: H W Phone 2: H W
 FCBA Code: PFP: W/Ext: SCRA: N Behavioral Score: 000 W/Ext:
 Potential Del: Eligibility Code: 0 Complaint Risk: Credit Score:
 Instructions:
 BRAND: NSM BORROWERS 001

* Entered	By	Target	Class	-----	First Comment	-----
09/12/17	MIS	00/00/00	CL		FREDDIE MAC DEFAULT REPORTING COMPLETED	
09/08/17	MIS	00/00/00	CL		PROPERTY INSPECTION ORDERED (STANDARD ID	
08/16/17	KPAT1036	08/16/17	CL		FORECLOSURE TITLE AUDIT PASS	
08/15/17	**	00/00/00	CL		PROPERTY INSPECTION COMPLETED	
08/10/17	MIS	00/00/00	CL		PROPERTY INSPECTION ORDERED (STANDARD ID	
08/09/17	MIS	00/00/00	CL		FREDDIE MAC DEFAULT REPORTING COMPLETED	
08/08/17	LS1300R2	08/07/17	CL		ANNUAL PRIVACY NOTICE SENT - STAND ALONE	
07/15/17	**	00/00/00	CL		PROPERTY INSPECTION COMPLETED	
07/15/17	**	00/00/00	CL		PROPERTY INSPECTION COMPLETED	

* I=Inquiry, U=Update, C=Clear (Highlighted lines show the Uncleared items) *

Page Up/Dn F1=Detail Comm. F2=Excl Cleared F4=List F5=Exec Comm
 F7=Next Loan F8=Prv Loan F9=Loan Info F10=Add F11=Dsp Master
 F12=Return F13=Door F14=All Classes F15=Delq Hist

NSM00475

JA_0484



First American

First American Title Company of Nevada
180 Cassia Way, #502
Henderson, NV 89014
Phn - (702) 568-7464
Fax - (702) 568-6756
www.fatcolv.com

Reference :
Our Order No : 110-2189567
Escrow Officer: Crystal Craig
ccraig@firstam.com

COMMITMENT FOR TITLE INSURANCE

July 18, 2005

First American Title Company of Nevada

INFORMATION

The Title Insurance Commitment is a legal contract between you and the company. It is issued to show the basis on which we will issue a Title Insurance Policy to you. The Policy will insure you against certain risks to the land title, subject to the limitations shown in the policy.

The Company will give you a sample of the Policy form, if you ask.

The Commitment is based on the land title as of the Commitment Date. Any changes in the land title or the transaction may affect the Commitment and the Policy.

The Commitment is subject to its Requirements, Exceptions and Conditions.

This information is not part of the title insurance commitment.

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Conditions	

YOU SHOULD READ THE COMMITMENT VERY CAREFULLY.
If you have any questions about the Commitment,
please contact the issuing office.

NSM00476

JA_0485

SCHEDULE A

1. Commitment Date: 07/07/2005 at 7:30 A.M.
2. Policy or Policies to be issued: Amount
 - PLP Owners Policy \$ 339,548.00

Proposed Insured:

Ignacio A. Gutierrez
 - ALTA Lenders Policy \$ 271,638.00

Proposed Insured:

KB Home Mortgage Company
3. (A) The estate or interest in the land described in this Commitment is:

Fee as to Parcel I
Easement as to Parcel II

(B) Title to said estate or interest at the date hereof is vested in:

KB Home Nevada Inc., a Nevada Corporation
4. The land referred to in this Commitment is situated in the City of Henderson, County of Clark, State of Nevada, and is described as follows:

See Exhibit "A" attached hereto and by reference made a part hereof.

NSM00477

JA_0486

SCHEDULE B
SECTION ONE
REQUIREMENTS

The following requirements must be met:

- (A) Pay the agreed amounts for the interest in the land and/or the mortgage to be insured.
- (B) Pay us the premiums, fees and charges for the policy.
- (C) Documents satisfactory to us creating the interest in the land and/or mortgage to be insured must be signed, delivered and recorded.
- (D) You must tell us in writing the name of anyone not referred to in this Commitment who will get an interest in the land or who will make a loan on the land. We may then make additional requirements or exceptions.
- (E) Release(s) or Reconveyance(s) of Item(s): N/A
- (F) Other:

SCHEDULE B
SECTION TWO
EXCEPTIONS

Any policy we issue will have the following exceptions unless they are taken care of to our satisfaction. Printed exceptions and exclusions from coverage are contained in the policy or policies to be issued. Copies of the policy forms should be read. They are available from the office which issued this Commitment.

- 1. Water rights, claims or title to water, whether or not shown by the public records.
- 2. Any taxes that may be due, but not assessed, for new construction which can be assessed on the unsecured property rolls, in the office of the County Assessor, per Nevada Revised Statute 361.260.

3. Those taxes for the fiscal year July 1, 2005 through June 30, 2006, including any secured personal property taxes collected by the County Treasurer.

APN 179-31-714-046

1st installment	\$	215.42
2nd installment	\$	215.41
3rd installment	\$	215.41
4th installment	\$	215.41

Total	\$	861.65
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NOTE:

Said taxes become a lien on July 1, 2005, each installment will become due and payable on the following dates:

- 1st installment is due on the 3rd Monday of August, 2005.
- 2nd installment is due on the 1st Monday of October, 2005.
- 3rd installment is due on the 1st Monday of January, 2006.
- 4th installment is due on the 1st Monday of March, 2006.

Each installment will become delinquent ten (10) days after due.

4. Special assessments for improvement purposes:

City of Henderson improvement district no. T-15

Reference no.: 179-31-714-046 / 7802

Set at \$ 7,008.11

Payable each year on or before: 6/1 & 12/1

Status: This parcel is being billed and collected by AMG; in Southern Nevada contact (702) 796-0082; in Northern Nevada contact (775) 322-7788.

5. Reservations, provisions and easements, as contained in Patent from the United States of America, recorded April 14, 1960, in Book 239 of Official Records, as Instrument No. 194400.
6. Covenants, conditions, restrictions, easements, assessments, liens, charges, terms and provisions in the document recorded June 30, 2003 in Book No. 20030630 as Instrument No. 02850 of Official Records, which provide that a violation thereof shall not defeat or render invalid the lien of any first mortgage or deed of trust made in good faith and for value, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin, to the extent such covenants, conditions or restrictions violate Title 42, Section 3604(C), of United States Codes.
- The right to levy certain charges or assessments against the land which shall become a lien if not paid as set forth in the above declaration of restrictions, and is conferred upon Horizon Heights Community Association, a nonprofit corporation.
 - A document declaring modifications thereof recorded November 5, 2004 in Book No. 20041105 as Instrument No. 01807 and re-recorded February 25, 2005 in Book 20050225 as Document No. 00591 of Official Records.
 - A Declaration of Annexation to said covenants, conditions and restrictions was recorded _____, in Book _____ as Instrument No. _____ of Official Records.

NOTE: PRIOR TO THE CLOSE OF ESCROW SAID ANNEXATION MUST BE RECORDED.

7. A document entitled "Alternative Procedure Agreement", recorded February 13, 2004, in Book 20040213 as Instrument No. 00531 of Official Records.

NSM00479

JA_0488

8. Easements as shown and/or dedicated upon the final map of Horizon Heights Phase II, on file in Book 119 of plats, Page 62, of Official Records.
9. Covenants, conditions, and restrictions in a Deed recorded ____, in Book ____ as Instrument No. ____ of Official Records.

NOTE: SAID DEED MUST BE RECORDED AT THE CLOSE OF ESCROW.

NOTE: This Report is preparatory to the issuance of an ALTA Policy of Title Insurance. We have no knowledge of any fact which would preclude the issuance of said ALTA Policy with Endorsements 100 and 116 attached.

There is located on the land a single family residence known as 668 Moonlight Stroll Street, Henderson, NV

Current Assessor's Parcel No. 179-31-714-046

(Note this number may be different from the Assessor's Parcel Number being used to pay current fiscal year taxes)

The map attached, if any, may or may not be a survey of the land depicted hereon. First American Title Company of Nevada expressly disclaims any liability for loss or damage which may result from reliance on this map except to the extent coverage for such loss or damage is expressly provided by the terms and provisions of the title insurance policy, if any, to which this map is attached.

CONDITIONS

1. DEFINITIONS

(a) "Mortgage" means mortgage, deed of trust or other security instrument.

(b) "Public Records" means title records that give constructive notice of matters affecting the title according to the state law where the land is located.

2. LATER DEFECTS

The Exceptions in Schedule B - Section Two may be amended to show any defects, liens or encumbrances that appear for the first time in the public records or are created or attached between the Commitment Date and the date on which all of the Requirements (a) and (c) of Schedule B - Section One are met. We shall have no liability to you because of this amendment.

3. EXISTING DEFECTS

If any defects, liens or encumbrances existing at Commitment Date are not shown in Schedule B, we may amend Schedule B to show them. If we do amend Schedule B to show these defects, liens or encumbrances, we shall be liable to you according to Paragraph 4 below unless you knew of this information and did not tell us about it in writing.

4. LIMITATION OF OUR LIABILITY

Our only obligation is to issue to you the Policy referred to in this Commitment, when you have met its Requirements. If we have any liability to you for any loss you incur because of an error in this Commitment, our liability will be limited to your actual loss caused by your relying on this Commitment when you acted in good faith to:

comply with the Requirements shown in Schedule B - Section One

or

eliminate with our written consent any Exceptions shown in Schedule B - Section Two.

We shall not be liable for more than the Policy Amount shown in Schedule A of this Commitment and our liability is subject to the terms of the Policy form to be issued to you.

5. CLAIMS MUST BE BASED ON THIS COMMITMENT

Any claim, whether or not based on negligence, which you may have against us concerning the title to the land must be based on this commitment and is subject to its terms.

INFORMATION SHEET

Current owner: KB Home Nevada Inc.

Property reference: 668 Moonlight Stroll Street, Henderson, NV

Legal description:

See attached Exhibit A

Assessor's Parcel Number: 179-31-714-046

RECORDED DOCUMENTS: Pursuant to NRS 247.110; The local county recorder shall charge and collect, in addition to any fee that a county recorder is otherwise authorized to charge and collect, an additional fee of \$25 for recording any document that does not meet the standards set forth therein.

WIRING INSTRUCTIONS

First American Title Company of Nevada

First American Trust, FSB

Santa Ana, CA 92701

Account No.: [REDACTED]

Routing No.: 122241255

Please reference the following:

Ignacio A. Gutierrez / Escrow No.: 110-2189567-KB2 / Attention: .Crystal Craig

**ALL WIRES WILL BE RETURNED IF ESCROW NUMBER
AND NAME ARE NOT INCLUDED**

NSM00482

JA_0491

EXHIBIT "A"

The land referred to in this Commitment is situated in the City of Henderson, County of Clark, State of Nevada and is described as follows:

PARCEL I:

LOT 166 OF HORIZON HEIGHTS PHASE II (A COMMON INTEREST COMMUNITY) AS SHOWN BY MAP THEREOF ON FILE IN BOOK 119 OF PLATS, PAGE 62 IN THE OFFICE OF THE COUNTY RECORDER, CLARK COUNTY NEVADA.

AND A FOUR (4) FOOT USE EASEMENT AS SHOWN AND DELINEATED ON SAID MAP, OVER AND ACROSS LOT 167 FOR THE BENEFIT OF SAID LAND.

PARCEL II:

AN EASEMENT FOR INGRESS AND EGRESS OVER PRIVATE STREETS AND COMMON ELEMENTS EASEMENTS AS SHOWN AND DELINEATED ON SAID MAP.

GENERAL INDEX INFORMATION SHEET

To: KB Home Nevada Inc.

Regarding escrow number: 110-2189567

Legal Description:

PARCEL I:

LOT 166 OF HORIZON HEIGHTS PHASE II (A COMMON INTEREST COMMUNITY) AS SHOWN BY MAP THEREOF ON FILE IN BOOK 119 OF PLATS, PAGE 62 IN THE OFFICE OF THE COUNTY RECORDER, CLARK COUNTY NEVADA.

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PARCEL II:

AN EASEMENT FOR INGRESS AND EGRESS OVER PRIVATE STREETS AND COMMON ELEMENTS EASEMENTS AS SHOWN AND DELINEATED ON SAID MAP.

Buyers' name(s):

Ignacio A. Gutierrez

Date index run through: July 07, 2005

The following matters were picked up at the time that the buyers' names were run in the General Index: None

Copies of said items are attached hereto, and a statement of information will be sent to said buyers.

Sincerely,

Julie Skinner
Subdivision Title Officer

NSM00484

JA_0493



First American

PRIVACY POLICY

We Are Committed to Safeguarding Customer Information

In order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with such information - particularly any personal or financial information. We agree that you have a right to know how we will utilize the personal information you provide to us. Therefore, together with our parent company, The First American Corporation, we have adopted this Privacy Policy to govern the use and handling of your personal information.

Applicability

This Privacy Policy governs our use of the information which you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from a public record or from another person or entity. First American has also adopted broader guidelines that govern our use of personal information regardless of its source. First American calls these guidelines its *Fair Information Values*, a copy of which can be found on our website at www.firstam.com.

Types of Information

Depending upon which of our services you are utilizing, the types of nonpublic personal information that we may collect include:

- Information we receive from you on applications, forms and in other communications to us, whether in writing, in person, by telephone or any other means;
- Information about your transactions with us, our affiliated companies, or others; and
- Information we receive from a consumer reporting agency.

Use of Information

We request information from you for our own legitimate business purposes and not for the benefit of any nonaffiliated party. Therefore, we will not release your information to nonaffiliated parties except: (1) as necessary for us to provide the product or service you have requested of us; or (2) as permitted by law. We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis. We may also provide all of the types of nonpublic personal information listed above to one or more of our affiliated companies. Such affiliated companies include financial service providers, such as title insurers, property and casualty insurers, and trust and investment advisory companies, or companies involved in real estate services, such as appraisal companies, home warranty companies, and escrow companies. Furthermore, we may also provide all the information we collect, as described above, to companies that perform marketing services on our behalf, on behalf of our affiliated companies, or to other financial institutions with whom we or our affiliated companies have joint marketing agreements.

Former Customers

Even if you are no longer our customer, our Privacy Policy will continue to apply to you.

Confidentiality and Security

We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to nonpublic personal information about you to those individuals and entities who need to know that information to provide products or services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this Privacy Policy and First American's *Fair Information Values*. We currently maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

NSM00485

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First Amended

COMMITMENT FOR TITLE INSURANCE

ISSUED BY

First American Title Company of Nevada

Agreement to Issue Policy

We agree to issue a policy to you according to the terms of this Commitment.

When we show the policy amount and your name as the proposed insured in Schedule A, this Commitment becomes effective as of the Commitment Date shown in Schedule A.

If the Requirements shown in this Commitment have not been met within six months after the Commitment Date, our obligation under this Commitment will end. Also, our obligation under this Commitment will end when the Policy is issued and then our obligation to you will be under the Policy.

Our obligation under this Commitment is limited by the following:

The Provisions in Schedule A.

The Requirements in Schedule B-1.

The Exceptions in Schedule B-2.

The Conditions.

This Commitment is not valid without Schedule A and Sections 1 and 2 of Schedule B.

First American Title Insurance Company

BY



PRESIDENT

ATTEST



SECRETARY

NSM00486

JA_0495



First American

First American Title Company of Nevada
180 Cassia Way, #502
Henderson, NV 89014
Phn - (702) 568-7464
Fax - (702) 568-6756
www.fatcolv.com

Reference :
Our Order No : 110-2189567
Escrow Officer: Crystal Craig
ccraig@firstam.com

COMMITMENT FOR TITLE INSURANCE

01/28/2005

First American Title Company of Nevada

INFORMATION

The Title Insurance Commitment is a legal contract between you and the company. It is issued to show the basis on which we will issue a Title Insurance Policy to you. The Policy will insure you against certain risks to the land title, subject to the limitations shown in the policy.

The Company will give you a sample of the Policy form, if you ask.

The Commitment is based on the land title as of the Commitment Date. Any changes in the land title or the transaction may affect the Commitment and the Policy.

The Commitment is subject to its Requirements, Exceptions and Conditions.

This information is not part of the title insurance commitment.

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Schedule B - 2 - Exceptions	
Conditions	

YOU SHOULD READ THE COMMITMENT VERY CAREFULLY.
If you have any questions about the Commitment,
please contact the issuing office.

*Please Keep
In File*

NSM00487

JA_0496

COMMITMENT FOR TITLE INSURANCE

ISSUED BY

First American Title Company of Nevada

Agreement to Issue Policy

We agree to issue a policy to you according to the terms of this Commitment.

When we show the policy amount and your name as the proposed insured in Schedule A, this Commitment becomes effective as of the Commitment Date shown in Schedule A.

If the Requirements shown in this Commitment have not been met within six months after the Commitment Date, our obligation under this Commitment will end. Also, our obligation under this Commitment will end when the Policy is issued and then our obligation to you will be under the Policy.

Our obligation under this Commitment is limited by the following:

The Provisions in Schedule A.

The Requirements in Schedule B-1.

The Exceptions in Schedule B-2.

The Conditions.

This Commitment is not valid without Schedule A and Sections 1 and 2 of Schedule B.

First American Title Insurance Company

BY  PRESIDENT

ATTEST  SECRETARY

NSM00488

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SCHEDULE A

1. Commitment Date: 1/5/05 at 7:30 A.M.

2. Policy or Policies to be issued:	Amount
• PLP Owners Policy	\$ 317,870.00
Proposed Insured:	
Ignacio A. Gutierrez	
• ALTA Lenders Policy	\$ 317,870.00
Proposed Insured:	
KB Home Mortgage Company	

3. (A) The estate or interest in the land described in this Commitment is:

Fee as to Parcel I
Easement as to Parcel II

(B) Title to said estate or interest at the date hereof is vested in:

KB Home Nevada Inc., a Nevada Corporation

4. The land referred to in this Commitment is situated in the City of Henderson, County of Clark, State of Nevada, and is described as follows:

See Exhibit "A" attached hereto and by reference made a part hereof.

SCHEDULE B
SECTION ONE
REQUIREMENTS

The following requirements must be met:

- (A) Pay the agreed amounts for the interest in the land and/or the mortgage to be insured.
- (B) Pay us the premiums, fees and charges for the policy.
- (C) Documents satisfactory to us creating the interest in the land and/or mortgage to be insured must be signed, delivered and recorded.
- (D) You must tell us in writing the name of anyone not referred to in this Commitment who will get an interest in the land or who will make a loan on the land. We may then make additional requirements or exceptions.
- (E) Release(s) or Reconveyance(s) of Item(s): N/A
- (F) Other:

SCHEDULE B
SECTION TWO
EXCEPTIONS

Any policy we issue will have the following exceptions unless they are taken care of to our satisfaction. Printed exceptions and exclusions from coverage are contained in the policy or policies to be issued. Copies of the policy forms should be read. They are available from the office which issued this Commitment.

- 1. Water rights, claims or title to water, whether or not shown by the public records.
- 2. Any taxes that may be due, but not assessed, for new construction which can be assessed on the unsecured property rolls, in the office of the County Assessor, per Nevada Revised Statute 361.260.
- 3. Reservations, provisions and easements, as contained in Patent from the United States of America, recorded April 14, 1960, in Book 239 of Official Records, as Instrument No. 194400 .
- 4. Covenants, conditions, restrictions, easements, assessments, liens, charges, terms and provisions in the document recorded June 30, 2003 in Book No. 20030630 as Instrument No. 02850 of Official Records, which provide that a violation thereof shall not defeat or render invalid the lien of any first mortgage or deed of trust made in good faith and for value, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin, to the extent such covenants, conditions or restrictions violate Title 42, Section 3604(C), of United States Codes.

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- The right to levy certain charges or assessments against the land which shall become a lien if not paid as set forth in the above declaration of restrictions, and is conferred upon Horizon Heights Community Association, a nonprofit corporation.
- A Declaration of Annexation to said covenants, conditions and restrictions was recorded ____, in Book ____ as Instrument No. ____ of Official Records.

NOTE: PRIOR TO THE CLOSE OF ESCROW SAID ANNEXATION MUST BE RECORDED.

5. A document entitled "Alternative Procedure Agreement", recorded February 13, 2004, in Book 20040213 as Instrument No. 00531 of Official Records.
6. A City of Henderson Improvement District assessment, as disclosed by the final assessment roll Local Improvement District No. T-15, recorded April 26, 2004, in Book 20040426 as Instrument No. 0002777 of Official Records.
7. Easements as shown and/or dedicated upon the final map of Horizon Heights Phase II, on file in Book 119 of plats, Page 62, of Official Records.
8. Covenants, conditions, and restrictions in a Deed recorded ____, in Book ____ as Instrument No. ____ of Official Records.

NOTE: SAID DEED MUST BE RECORDED AT THE CLOSE OF ESCROW.

NOTE: Taxes for the fiscal year July 1, 2004 through June 30, 2005, including any secured personal property taxes collected therewith.
APN 179-31-710-115
Total tax: \$9,692.90 (Paid)

NOTE: Taxes for the fiscal year July 1, 2004 through June 30, 2005, including any secured personal property taxes collected therewith.
APN 179-31-710-116
Total tax: \$10,386.65 (Paid)

NOTE: This Report is preparatory to the issuance of an ALTA Policy of Title Insurance. We have no knowledge of any fact which would preclude the issuance of said ALTA Policy with Endorsements 100 and 116 attached.

There is located on the land a single family residence known as 668 Moonlight Stroll Street, Henderson, NV

Current Assessor's Parcel No. 179-31-714-046

(Note this number may be different from the Assessor's Parcel Number being used to pay current fiscal year taxes)

The map attached, if any, may or may not be a survey of the land depicted hereon. First American Title Company of Nevada expressly disclaims any liability for loss or damage which may result from reliance on this map except to the extent coverage for such loss or damage is expressly provided by the terms and provisions of the title insurance policy, if any, to which this map is attached.

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CONDITIONS

1. DEFINITIONS

(a)"Mortgage" means mortgage, deed of trust or other security instrument.

(b)"Public Records" means title records that give constructive notice of matters affecting the title according to the state law where the land is located.

2. LATER DEFECTS

The Exceptions in Schedule B - Section Two may be amended to show any defects, liens or encumbrances that appear for the first time in the public records or are created or attached between the Commitment Date and the date on which all of the Requirements (a) and (c) of Schedule B - Section One are met. We shall have no liability to you because of this amendment.

3. EXISTING DEFECTS

If any defects, liens or encumbrances existing at Commitment Date are not shown in Schedule B, we may amend Schedule B to show them. If we do amend Schedule B to show these defects, liens or encumbrances, we shall be liable to you according to Paragraph 4 below unless you knew of this information and did not tell us about it in writing.

4. LIMITATION OF OUR LIABILITY

Our only obligation is to issue to you the Policy referred to in this Commitment, when you have met its Requirements. If we have any liability to you for any loss you incur because of an error in this Commitment, our liability will be limited to your actual loss caused by your relying on this Commitment when you acted in good faith to:

comply with the Requirements shown in Schedule B - Section One

or

eliminate with our written consent any Exceptions shown in Schedule B - Section Two.

We shall not be liable for more than the Policy Amount shown in Schedule A of this Commitment and our liability is subject to the terms of the Policy form to be issued to you.

5. CLAIMS MUST BE BASED ON THIS COMMITMENT

Any claim, whether or not based on negligence, which you may have against us concerning the title to the land must be based on this commitment and is subject to its terms.

INFORMATION SHEET

Current owner: KB Home Nevada Inc.

Property reference: 668 Moonlight Stroll Street, Henderson, NV

Legal description:

See attached Exhibit A

Assessor's Parcel Number: 179-31-714-046

RECORDED DOCUMENTS: Pursuant to NRS 247.110; The local county recorder shall charge and collect, in addition to any fee that a county recorder is otherwise authorized to charge and collect, an additional fee of \$25 for recording any document that does not meet the standards set forth therein.

WIRING INSTRUCTIONS

First American Title Company of Nevada

First American Trust, FSB

Santa Ana, CA 92701

Account No.: [REDACTED]

Routing No.: 122241255

Please reference the following:

Ignacio A. Gutierrez / Escrow No.: 110-2189567-KB2 / Attention: Crystal Craig

**ALL WIRES WILL BE RETURNED IF ESCROW NUMBER
AND NAME ARE NOT INCLUDED**

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EXHIBIT "A"

The land referred to in this Commitment is situated in the City of Henderson, County of Clark, State of Nevada and is described as follows:

PARCEL I:

LOT 166 OF HORIZON HEIGHTS PHASE II (A COMMON INTEREST COMMUNITY) AS SHOWN BY MAP THEREOF ON FILE IN BOOK 119 OF PLATS, PAGE 62 IN THE OFFICE OF THE COUNTY RECORDER, CLARK COUNTY NEVADA.

AND A FOUR (4) FOOT USE EASEMENT AS SHOWN AND DELINEATED ON SAID MAP, OVER AND ACROSS LOT 167 FOR THE BENEFIT OF SAID LAND.

PARCEL II:

AN EASEMENT FOR INGRESS AND EGRESS OVER PRIVATE STREETS AND COMMON ELEMENTS EASEMENTS AS SHOWN AND DELINEATED ON SAID MAP.

GENERAL INDEX INFORMATION SHEET

To: KB Home Nevada Inc.

Regarding escrow number: 110-2189567

Legal Description:

PARCEL I:

LOT 166 OF HORIZON HEIGHTS PHASE II (A COMMON INTEREST COMMUNITY) AS SHOWN BY MAP THEREOF ON FILE IN BOOK 119 OF PLATS, PAGE 62 IN THE OFFICE OF THE COUNTY RECORDER, CLARK COUNTY NEVADA.

AND A FOUR (4) FOOT USE EASEMENT AS SHOWN AND DELINEATED ON SAID MAP, OVER AND ACROSS LOT 167 FOR THE BENEFIT OF SAID LAND.

PARCEL II:

AN EASEMENT FOR INGRESS AND EGRESS OVER PRIVATE STREETS AND COMMON ELEMENTS EASEMENTS AS SHOWN AND DELINEATED ON SAID MAP.

Buyers' name(s):

Ignacio A. Gutierrez

Date index run through: January 05, 2005

The following matters were picked up at the time that the buyers' names were run in the General Index: None

Copies of said items are attached hereto, and a statement of information will be sent to said buyers.

Sincerely,

Julie Skinner
Subdivision Title Officer

NSM00495

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www.MyNationstarMtg.com

July 27, 2012

63912 0000468 001
IGNACIO A GUTIERREZ
668 MOONLIGHT STROLL ST
HENDERSON NV 89002-0505

Re: New Nationstar Loan Number [REDACTED] 3363

Dear Ignacio A Gutierrez,
Welcome to Nationstar Mortgage! Effective 07/15/12 Nationstar Mortgage is now the servicer for your mortgage account. We're excited about the opportunity to serve you. You can count on Nationstar Mortgage to meet your needs whether you're looking to make a payment or refinance your loan. We offer many exciting features including 24-hour account access through our Internet website at www.MyNationstarMtg.com, various payment options, and a toll free line 1-877-782-7612 with automated account information.

To ensure accuracy, please verify the following loan information:

Name: Ignacio A Gutierrez
Property Address: 668 Moonlight Stroll Street
Henderson Nv 89015

Home Phone Number:
Work Phone Number:

[REDACTED]
000-000-0000

Mailing Address:
668 Moonlight Stroll St
Henderson Nv 89002-0505

If you find any of the information listed above to be incorrect, please contact us immediately at 1-877-782-7612.

At Nationstar Mortgage, your business and total satisfaction are important to us. Any time you have questions regarding your account, do not hesitate to contact us at 1-877-782-7612, 8:00 a.m. to 5:00 p.m. central time Monday thru Friday or mail your questions to:

Nationstar Mortgage LLC
Attn: Bankruptcy Department
350 Highland Drive
Lewisville, Texas 75067

692-4014-0807F

We look forward to a long and lasting relationship with you.

Sincerely,

Nationstar Mortgage

Please be advised that the information contained in this letter is being sent for informational purposes, and should not be considered as an attempt to collect a debt.



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NSMTAQB

INTERNET REPRINT

NSM00496

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July 27, 2012

63912 0000468

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

New Nationstar Loan Number: [REDACTED] 3363

NOTICE OF ASSIGNMENT, SALE, OR TRANSFER OF SERVICING RIGHTS

Dear Ignacio A Gutierrez:

You are hereby notified that the servicing of your mortgage loan, that is, the right to collect payments from you, is being assigned, sold or transferred from BANK OF AMERICA to Nationstar Mortgage LLC, effective 07/15/12.

The assignment, sale or 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 Nationstar Mortgage send you this notice no later than 15 days after the effective date of the transfer.

Your new servicer is Nationstar Mortgage LLC.

Nationstar Mortgage's business address is:

Nationstar Mortgage LLC
350 Highland Drive
Lewisville, Texas 75067
www.MyNationstarMTG.com

Nationstar Mortgage's toll free number is 1-877-782-7612. If you have any questions relating to the transfer of servicing to Nationstar Mortgage, call 1-877-782-7612 between 8 a.m. and 8 p.m. on the following days Monday - Thursday, 8 a.m. and 5 p.m. on Friday, or visit us anytime at www.MyNationstarMTG.com.

The date that Nationstar Mortgage will start accepting payments from you is 07/15/12. You can pay online via the Nationstar Mortgage website at www.MyNationstarMTG.com, or you can send all payments due on or after that date to:

Nationstar Mortgage LLC
PO Box 650783
Dallas, Texas 75265

Your mortgage life insurance, disability insurance and/or other optional products will not continue. If you wish to retain optional products, you will need to contact your current optional product/service provider.

Enclosed is your Welcome Letter which includes a payment coupon with detailed loan information.

You should also 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 5 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 the servicing of your loan, it must be sent to this address:

Nationstar Mortgage LLC
Attention Research Department
350 Highland Drive
Lewisville, Texas 75067
www.MyNationstarMTG.com

Not later than 30 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 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 that Section. You should seek legal advice if you believe your rights have been violated.

Important Loan Transfer "Home Affordable Modification Program" Information

Home Affordable Modification Program: If you are currently participating in (or being considered for) a loan modification program, we will be transferring all your documentation to the new servicer. Until the transfer date, you should continue to make your payments (e.g., trial payments if attempting to qualify for a modification under the Home Affordable Modification Program) to BANK OF AMERICA. After transfer, you should make all payments to Nationstar until such time that you are provided additional direction. Decisions regarding qualification will be made by Nationstar. All information regarding other loss mitigation activities (forbearance agreements, short sales, refinances and deed-in-lieu of foreclosure) will be forwarded to Nationstar for processing. Please be advised that this transfer may extend the time needed for a final decision.

Sincerely,
Nationstar Mortgage LLC



Bank of America



P.O. Box 5170
SIMI VALLEY, CA 93062-5170

C3_1678 PSGSRL01 14775 04/24/2012

Send Correspondence to:
P.O. Box 5170
Simi Valley, CA 93062-5170

Business Address:
450 American Street
Simi Valley, CA 93065-6285

Notice Date: June 25, 2012

Loan No.: [REDACTED] 2285

Property Address:
668 Moonlight Stroll Street
Henderson, NV 89015

IGNACIO A GUTIERREZ
668 MOONLIGHT STROLL ST
HENDERSON, NV 89002

IMPORTANT MESSAGE ABOUT YOUR HOME LOAN

Dear IGNACIO A GUTIERREZ,

We are writing to inform you that your mortgage loan noted above will be transferred to a new servicer for the handling of all loan servicing needs such as billing, payment processing, and customer support. **Beginning July 16, 2012, your new servicer will be Nationstar Mortgage LLC.** The enclosed notice outlines the important dates and contact information you will need for the transition to your new servicer.

Please be assured that this transfer does not affect any other terms or conditions of your mortgage loan, only those terms related to the servicing of the loan. This servicing transfer only applies to the loan noted above. Other home loan accounts you may have with us will not be affected by this change unless you are specifically notified.

WHAT THIS MEANS FOR YOU

Your loan number and payment information will change

- Through July 15, 2012, you will continue to make your monthly payment as usual.
- Nationstar Mortgage LLC will begin accepting payments on July 16, 2012. Around this date, please look for further information from Nationstar Mortgage LLC, including your new loan number.
- If you have a payment due before you receive a billing statement from Nationstar Mortgage LLC, write your new loan number on your check and mail it to the payment address shown on the enclosed notice. (Until you receive a new loan number, you may write your old loan number on the check.)
- Any automatic payments set up with us through the PayPlan programs will be discontinued as of July 15, 2012. Please look for instructions from Nationstar Mortgage LLC or contact them on or after July 16, 2012 to determine what payment options they may offer.
- If you make payments through Bank of America Online Banking or any online banking or bill payment service, you will need to update your loan number and payee information for Nationstar Mortgage LLC on or after July 16, 2012.

Your loan account access will no longer be available through Bank of America

- You will no longer be able to make your payment at a Bank of America banking center on the mortgage loan being transferred. In addition, your mortgage loan information will not be available through Bank of America Online Banking.

If you have any questions or need assistance prior to July 16, 2012, please call Bank of America, N.A., toll-free at 1-800-669-6607, Monday-Friday 7a.m. - 7p.m. Local Time.

Additional important information

- If your payments include any **optional products or insurance** such as accidental death, home warranty, identity theft, unemployment insurance, etc, please read the enclosed notice carefully.
- For **customers currently participating in or being considered for a loan modification program**, we will transfer any supporting documentation you may have submitted to us to Nationstar Mortgage LLC. You should continue to make your payments to Bank of America, N.A. through July 15, 2012. On or after July 16, 2012, your payments should be made to Nationstar Mortgage LLC unless you are provided additional direction. All information regarding **other foreclosure avoidance programs** (e.g., forbearance, short sale, refinance or deed in lieu of foreclosure) will also be forwarded to Nationstar Mortgage LLC for processing. If your loan was

SEE REVERSE SIDE FOR IMPORTANT INFORMATION

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awaiting a decision regarding qualification for these programs, that decision will now be made by Nationstar Mortgage LLC. Please be advised that this transfer may extend the time needed for a final decision on pending modification or other foreclosure prevention program requests.

Legal Notice

As a result of this servicing transfer, we have enclosed the Real Estate Settlement Procedures Act (RESPA) Servicing Transfer Notice. No action is required on your part in response to the notice, but we recommend you retain the notice for your records.

THANK YOU

Beginning July 16, 2012, Nationstar Mortgage LLC can assist you with any questions related to your loan and the transfer of servicing. Nationstar Mortgage LLC's Customer Service can be reached toll-free at 1-877-372-0512 ext 16, Monday - Thursday between 8:00 am to 8:00 pm and Friday between 8:00 am to 5:00 pm, Central Standard Time.

Thank you for your business. We appreciate the opportunity to have served your home loan needs.

Home Loan Team
Bank of America, N.A.

This communication is from Bank of America, N.A., the servicer of your home loan.

Bank of America, N.A. is required by law to inform you that this communication is from a debt collector. If you are currently in a bankruptcy proceeding or have received a discharge of the debt referenced above, this notice is for informational purposes only and is not an attempt to collect a debt or demand a payment.

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NOTICE OF ASSIGNMENT, SALE, OR TRANSFER OF SERVICING RIGHTS

You are hereby notified that the servicing of your mortgage loan, that is, the right to collect payments from you, will be assigned, sold or transferred from **Bank of America, N.A.** to **Nationstar Mortgage LLC**, effective August 01, 2012.

The assignment, sale or transfer of the servicing of your mortgage loan does not affect any terms or conditions of the mortgage instruments, other than those 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.

YOUR SERVICER PRIOR TO JULY 16, 2012:

Your *present servicer* is **Bank of America, N.A.**. If you have any questions relating to the transfer of servicing from your present servicer, please call **Bank of America, N.A.** Customer Service at 1-800-669-6607, Monday-Friday 7a.m. - 7p.m. Local Time. This is a toll-free number.

YOUR NEW SERVICER ON AND AFTER JULY 16, 2012:

Your *new servicer* will be **Nationstar Mortgage LLC**. The business address for **Nationstar Mortgage LLC** is: 350 Highland Drive Lewisville TX 75067.

Toll-free Number

The toll-free telephone number of **Nationstar Mortgage LLC** is 1-877-372-0512 ext 16. If you have any questions relating to the transfer of servicing to your new servicer, please call **Nationstar Mortgage LLC** Customer Service toll-free at 1-877-372-0512 ext 16, Monday - Thursday between 8:00 am to 8:00 pm and Friday between 8:00 am to 5:00 pm, Central Standard Time.

Address for Correspondence (other than payments)

The address to send written correspondence to **Nationstar Mortgage LLC** (other than payments) is: Nationstar Mortgage LLC, 350 Highland Drive Lewisville TX 75067.

Address for Mailed Payments

The address to send payments to **Nationstar Mortgage LLC** is: Nationstar Mortgage LLC, Attn: Payment Processing, P.O. Box 650783 Dallas TX 75265-0783. Please include your loan number on all checks, cashier checks and other payments sent to **Nationstar Mortgage LLC**.

INFORMATION CONCERNING YOUR LOAN PAYMENTS:

The date that **Bank of America, N.A.** will stop accepting payments from you is July 15, 2012.

The date that your *new servicer* **Nationstar Mortgage LLC** will start accepting payments from you is July 16, 2012. Send all payments due on or after that date to your *new servicer*.

INFORMATION ABOUT OPTIONAL INSURANCE PRODUCTS:

The transfer of servicing rights may affect the terms of or the continued availability of mortgage life or disability insurance or any other type of optional insurance in the following manner: **Bank of America, N.A.** will no longer make payments to the insurance company on your behalf. As a result, your coverage will be cancelled.

You should take the following action to maintain coverage: Coverage will be cancelled. To see if it is possible to maintain coverage, you will need to contact your *new servicer* to discuss coverage options. You may also contact your insurance provider to find out if other billing options can be arranged.

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 acknowledgment 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 this address:

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

Not 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 that Section. You should seek legal advice if you believe your rights have been violated.



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

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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_0513

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)

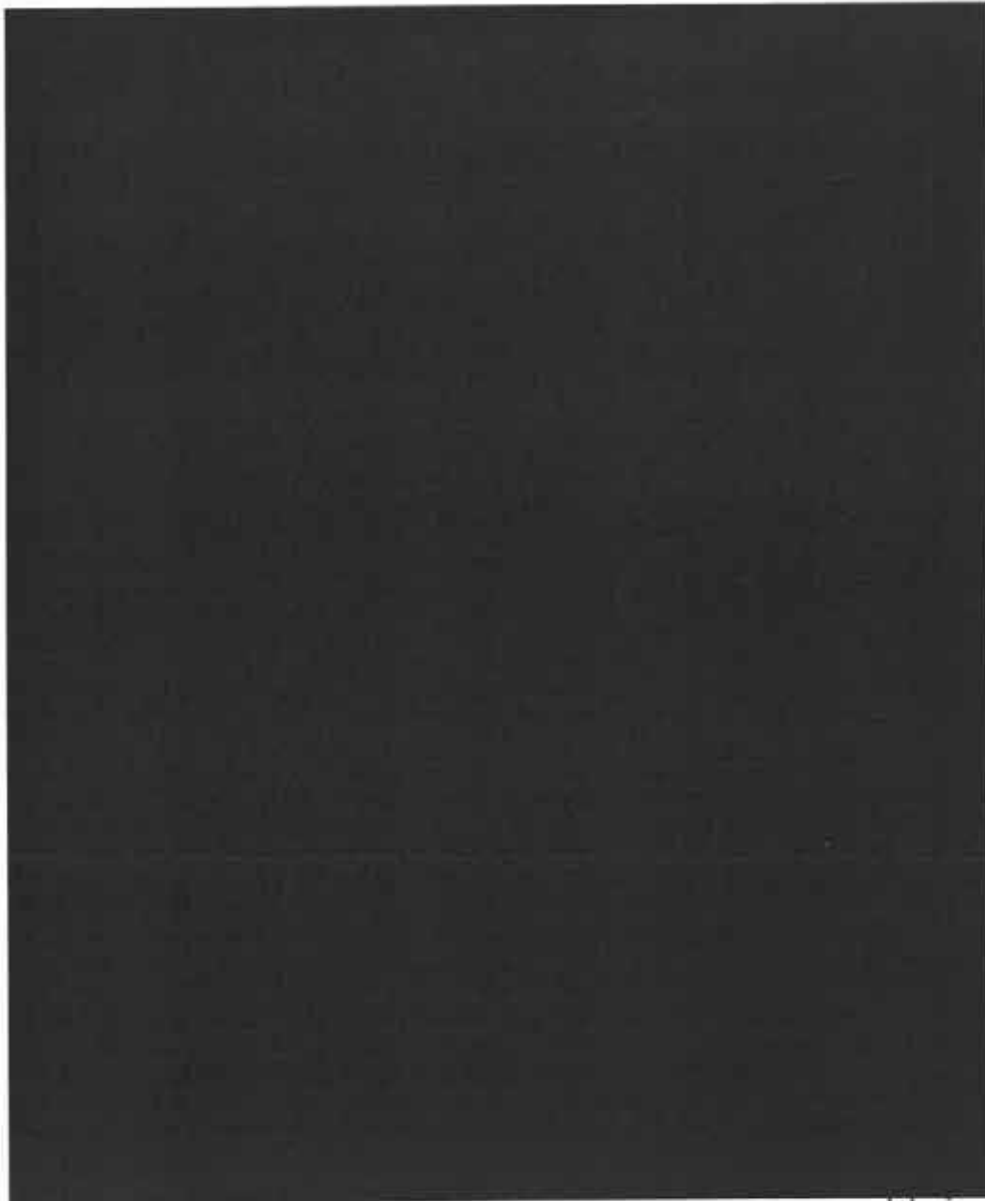


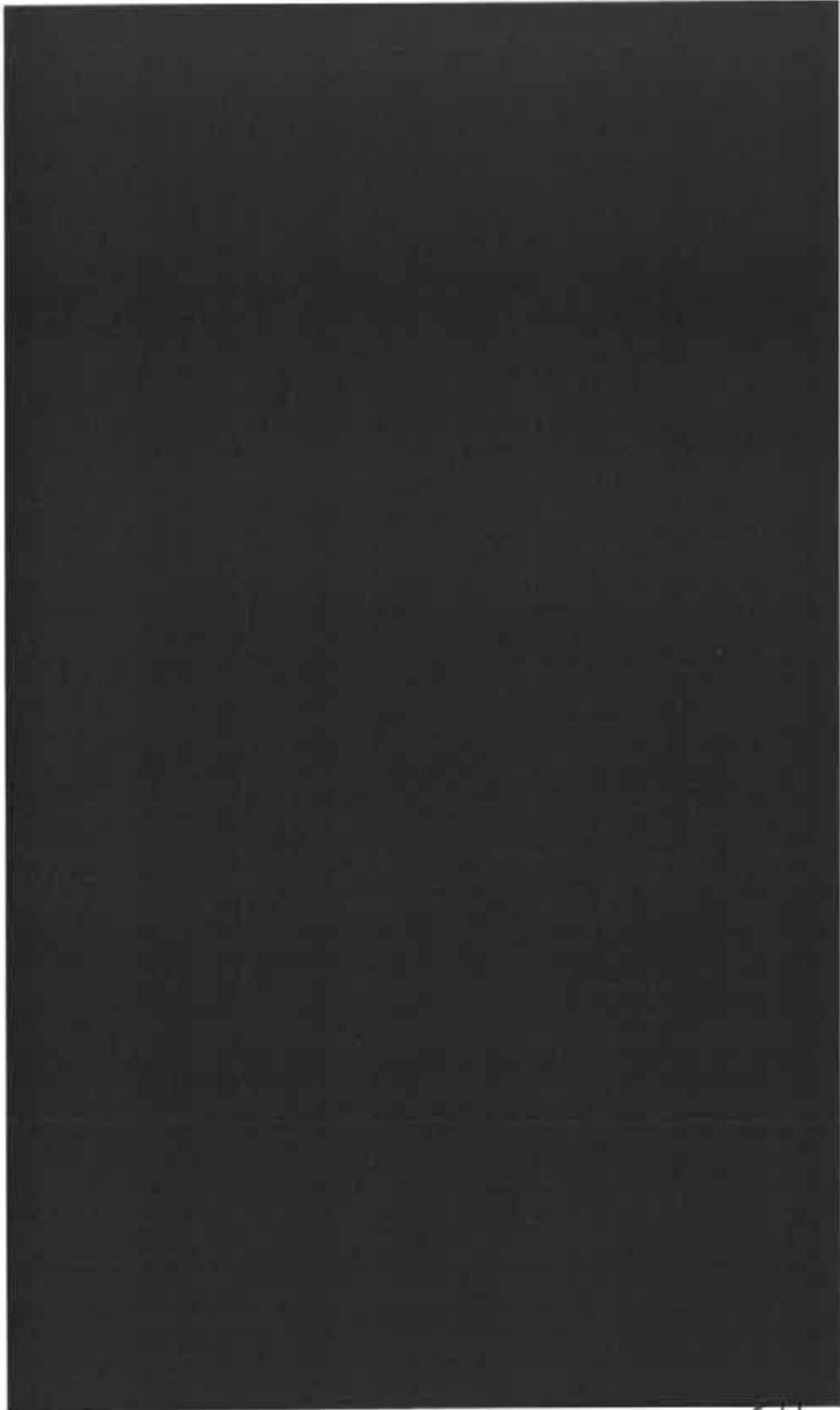
JULY 6, 2005
[Date]

LAS VEGAS
[City]

NEVADA
[State]

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





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

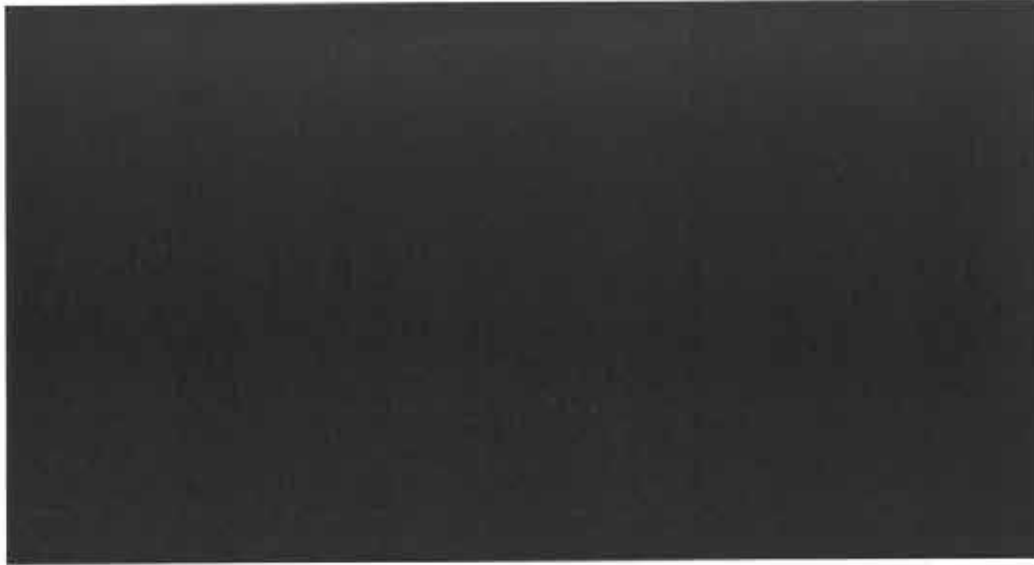
Page 3 of 4

Initials 

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NSM00508

JA_0517



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_0520

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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	T	U	V	W	X	Y	Z	AA	AB	AC
	AMT_ORIGL_U PB	AMT_PAYF_ UPB_FM	AMT_PCH_ UPB	AMT_PCH_ UPB_FM			AMT_PPMT _DUE_FM			BP_RMTCE_D FF_MRTG
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	T	U	V	W	X	Y	Z	AA	AB	AC
1	AMT_ORIGL_U P8	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_BLC GRP	CD_ CE	CD_CEN_ TRCT	CD_CGSSL_ DISTCT	CD_CNTY	CD_CONT_ 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	CD_ADDR2	CD_AMTN	CD_BLK	CD_	CD_CEN	CD_CGSSL	CD_CNTY	CD_CONT_S	CD_DEMGR	CD_DOCTN	CD_INT_	CD_INTNT_	CD_LOAN_
	_SNDX	SNDX	_PER	GRP	CE	TRCT	DISTCT		RCE_SYST	_RSN	TYPE	PRIN_ACCTG	OCCPY	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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	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_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_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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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_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_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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	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 _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	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
	BLLN	DEAL	CONT_GEND		NAME_BORR1	NAME_BORR2	NAME_CONDO_PROJ	DAYS	RCE_SYST	MIDAS
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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
	BLLN	DEAL	CONT_GEND		NAME_BORR1	NAME_BORR2	NAME_CONDO_PROJ	DAYS	RCE_SYST	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	
	BLLN	DEAL	CONT_GEND					DAYS	RCE_SYST	NBR_LOAN_
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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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	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_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
1		NBR_MC		NBR_SLR								
119												
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	DD	DE	DF	DG	DH	DI	DJ	DK	DL	DM	DN	DO	DP
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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.
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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.

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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).

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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

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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.

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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/Service responsibilities (10/01/09)

ARCHIVED VERSION

(a) Responsibility for documents and Document Custodian compliance

The Seller/Service 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/Service's Document Custodian holding Notes and any other documents.

The Seller/Service 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/Services and Document Custodians on AllRegs, or at <http://www.freddiemac.com/cim/handbook.html>. Seller/Services 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/Service 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/Service must contact Freddie Mac (**see Directory 1**) in writing within one day of the Seller/Service learning of the noncompliance. Freddie Mac, at its discretion, may allow the Seller/Service 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/Service 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/Serviceirs 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/Serviceir 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/Serviceir must promptly return the Note and documents when they are no longer required for servicing to the Designated Custodian. Seller/Serviceirs 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/Serviceir 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/Serviceir must promptly return the Notes and documents and Form 1036 when they are no longer required for servicing to the Document Custodian.

Seller/Serviceirs 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.

(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.

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

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

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 67: Adverse Matters / 67.6: Introduction (11/09/12)

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_		
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	NBR_	DT_	RATE
2250	4,345		10/24/2005 5:49:28 PM	1/14/2009 3:44:51 AM	RMVD	D_CONV	P	L_POOL	L			BATCH	PAYF	_NOT
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	DEL		E
							H812558	1G1714		1	1/14/2009 2:45:03 AM		1	0.035
													1	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	Flhmc 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%		

https://sasgrid.fhlmc.com/SASStoredProcess/do?Inno=2250&id=111404345&_PROGRAM=/ReportWorks/Service/Non Performin... 7/26/2017 NSM000218

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%

 Download Data to an Excel Spreadsheet

FUNCTION PAGE 1 OF 2 LOAN BASIC INQUIRY (0A000105) 0A02001E 0005 07/26/17 1320

LOAN NUMBER	2250	SSA LOAN NBR	3363
SERVICE NBR	157320	ORIG AMT PRIN	271,630
SELLER NBR	004305	PURCHASE UPB	271,630.00
APPROVAL STATE	NY	INT BRG UPB	0.00
FALMO REGION	11	DTAQ UPB	0.00
PRODUCT	K06	NOTE RATE	36.750
GROUP NBR	0395755	PRAT PCT	1.00
CONTRACT NBR	0508126006	FUNDING DATE (YYMMDD)	050822
LOAN DATA TYPE	5	NOTE DATE (YYMMDD)	050708
LOAN TYPE	3	MATURITY DATE (YYMMDD)	050901
LOAN PROPERTY TYPE	F1	LOAN ACCTG NET YIELD	
LOAN STATUS	3	PAY OFF DATE (YYMMDD)	000000
OWNERSHIP CODE	M	PAY OFF TYPE	
REF CODE	0012	LTV RATIO	0.80
LOAN ORIGINATOR		ASSOC PM LOAN NBR	000000000
APPR ST LIO		LN ORIGINATION COMPANY	
LAST CHG DATE (YYMMDD)	170703	SPVR APPR ST LIO	
		MOD/CONV DATE (YYMMDD)	180501

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

FUNCTION PAGE 2 OF 2 LOAN BASIC INQUIRY (0A000105) 0A02001E 0005 07/26/17 1320

LOAN NUMBER	2250		
BORROWER NAME	OUTERREZ, I		
PROPERTY STREET	600 MOONLIGHT STROLL STREET		
CITY	HENDERSON		
STATE	NY		
ZIP	090150000	ORIG COMMITMENT FEE TXN	000000.00
CENSUS TRACT		LOAN DATE INTEREST PAID TO	050801
		MONTHLY PRIN AMT INI	001527.98
INDEX SOURCE	041	BALLOON TERM	000
INDEX VALUE	03.000	DATE BALLOON DUE (YYMMDD)	000000
ADJ. PERIOD	12	SP MORTGAGE INS CODE	000
ADJ. NOTE RATE	00.000	SPR MORTGAGE INS CODE	
LOAN 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/HMDR

NSM000222

JA_0646



NSM000223

JA_0647

EXHIBIT F

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*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
29 Las Vegas, Nevada 89146
30 Telephone: (702) 804-8885

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

- 33 5. Elissa Hollander
34 c/o Nevada Association Services, Inc.
35 6224 W. Desert Inn Road, Suite A
36 Las Vegas, Nevada 89146
37 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
TENESA S. SCATURRO, ESQ.
18 Nevada Bar No. 12488
1160 Town Center Drive, Suite 330
Las Vegas, Nevada 89144

19 *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.
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1286 Crimson Sage Ave.
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*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.
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*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.

20 //

21
22 //

23
24 //

25
26 //

27
28 //

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

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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.
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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*,

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

- d. In case number A-12-673418-C, *SFR Investments Pool 1, LLC v. HSBC Bank USA, N.A. a Trustee for Sequoia Mortgage Trust 2007-3*, the bank's written discovery responses and recorded assignment stated HSBC Bank USA, N.A. a Trustee for Sequoia Mortgage Trust 2007-3 was owner of loan while bank witness testified that bank system of record showed the loan to be contained in a different trust. *See Deposition Transcript of Katherine Ortwerth*, 58:17-60:19, a true and correct copy of which is attached as **Exhibit H-5**.
- e. In Case No. 2:16-cv-00470-APG-CWH, *Deutsche Bank National Trust v. SFR Investments Pool I, LLC, et al*, a bank's deposition witness stated an assignment from Deutsche Bank to Bank of America was an invalid "ghost assignment" and later confirmed having seen a "rogue assignment" by Bank of America more than once, agreed that he had seen situations in the past where "an Assignment . . . doesn't necessarily match up with reality." *See Deposition Transcript of Keith Kovalic*, August 2, 2016, 61-65, a true and correct copy of which is attached as **Exhibit H-6**.
- f. Attached hereto as **Exhibit H-7** is a true and correct copy of a document entitled "Borrower Notifications FAQs" which I downloaded from the Federal Home Loan Mortgage Corporation's ("Freddie Mac") website and viewed on September 29, 2017, at 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

1. **Identify the problem.** The first step is to identify the problem. In this case, the problem is that the company is not meeting its sales targets.

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- The chart displays 10 groups of horizontal bars, each representing a country. Each group contains five bars of varying lengths, all colored blue. The bars are arranged in descending order of length within each group. The groups are separated by small gaps. The bars represent different categories, likely related to the 'Country' variable mentioned in the text.

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.

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)

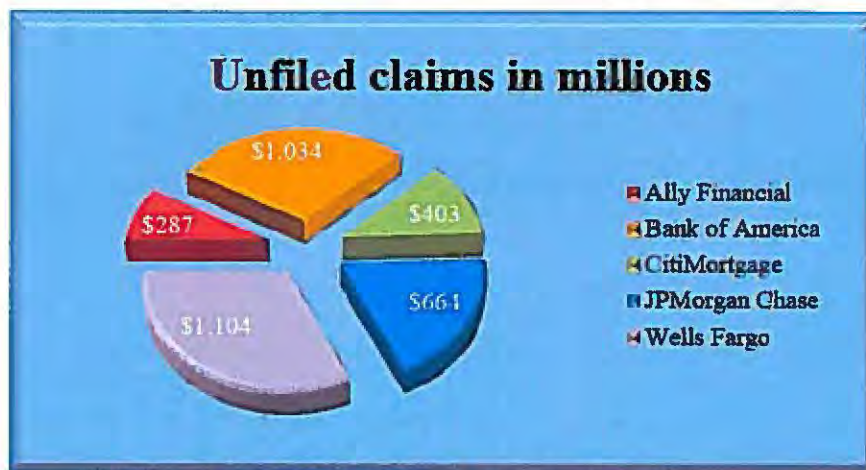
For Chase, we also reviewed 36 affidavits for foreclosures in judicial States to determine whether the amounts of borrowers' indebtedness were supported. Chase was unable to provide documentation to support the amounts of borrowers' indebtedness listed on the affidavits for all except four.³³ When we 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 unfiled claims, nearly \$1.64 billion represented 11,953 properties that had been in foreclosure for more than 180 days. Some of these unfiled 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.

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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1	UNITED STATES DISTRICT COURT	1	I N D E X
2	DISTRICT OF NEVADA	2	WITNESS: PAGE
3	U.S. BANK, NATIONAL)	3	DIANE DELONEY
4	ASSOCIATION, AS TRUSTEE FOR)	4	Examination by Ms. Ebron 6
5	THE HOLDERS OF THE)	5	
6	J.P. MORGAN MORTGAGE TRUST)	6	
7	2007-S3, MORTGAGE)	7	
8	PASS-THROUGH CERTIFICATES,)	8	
9	SERIES 2007-S3,)	9	E X H I B I T S
10	Plaintiff,)	10	EXHIBIT DESCRIPTION PAGE
11	vs.)	11	Exhibit 1 Amended Notice of Rule 30(b)(6) 19
12	SOUTHERN HIGHLANDS COMMUNITY)	12	Deposition of Bank of America, N.A. (7 pages)
13	ASSOCIATION; SFR INVESTMENTS)	13	Exhibit 2 Second Amended Notice of Rule 30(b)(6) Deposition of U.S. Bank, N.A. (8 pages) 20
14	POOL I, LLC; DOES INDIVIDUALS)	14	
15	I-X, inclusive, and ROE)	15	Exhibit 3 **CONFIDENTIAL** Note, Bates stamped USBANK000391 through USBANK000392 (2 pages) 22
16	CORPORATIONS I-X, inclusive,)	16	
17	Defendants.)	17	Exhibit 4 Deed of Trust, Bates stamped SFR9 through SFR28 (20 pages) 23
18	AND ALL RELATED ACTIONS.)	18	Exhibit 5 Deed of Trust, Bates stamped SFR30 through SFR39 (10 pages) 32
19		19	Exhibit 6 Trust Agreement, dated July 1, 2007, Bates stamped USBANK000351 through USBANK000381 (31 pages) 38
20	DEPOSITION OF DIANE DELONEY	20	Exhibit 7 Master Declaration of Covenants, Conditions, and Restrictions for Southern Highlands, Bates stamped USBANK000186 through USBANK000193 (8 pages) 42
21	PERSON MOST KNOWLEDGEABLE FOR	21	
22	BANK OF AMERICA, N.A. and U.S. BANK, N.A.	22	
23	(La Crescenta Court)	23	
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		

Page 2		Page 4	
1	APPEARANCES:	1	E X H I B I T S (continued)
2	For BANK OF AMERICA, N.A., and U.S. BANK, N.A.:	2	EXHIBIT DESCRIPTION PAGE
3	AKERMAN (NEVADA) LLP	3	Exhibit 8 Grant, Bargain, Sale Deed, Bates stamped SFR1 through SFR3 (3 pages) 48
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	
8	(702) 380-8572 (Facsimile)	8	Exhibit 11 Notice of Delinquent Assessment (Lien), Bates stamped SFR45 (1 page) 51
9	melanie.morgan@akerman.com	9	Exhibit 12 Notice of Default and Election to Sell Under Homeowners Association Lien, Bates stamped SFR46 (1 page) 52
10	For the SFR INVESTMENTS POOL I, LLC:	10	Exhibit 13 Notice of Trustee's Sale, Bates stamped SRF47 (1 page) 52
11	KIM GILBERT EBRON	11	Exhibit 14 Corporation Assignment of Deed of Trust Nevada, Bates stamped SFR48 (1 page) 54
12	BY: DIANA S. CLINE EBRON, ESQ.	12	Exhibit 15 Corporation Assignment of Deed of Trust Nevada, Bates stamped SFR49 (1 page) 58
13	7625 Dean Martin Drive, Suite 110	13	Exhibit 16 Notice of Trustee's Sale, Bates stamped SFR50 (1 page) 60
14	Las Vegas, Nevada 89139	14	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
15	(702) 485-3300	15	
16	(702) 485-3301	16	
17	diana@kgelegal.com	17	
18	For SOUTHERN HIGHLANDS COMMUNITY ASSOCIATION:	18	
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		

Page 5			Page 7		
1	E X H I B I T S (continued)		1	A. Yes.	
2	EXHIBIT	DESCRIPTION PAGE	2	Q. And what's your office address?	
3	Exhibit 18	**CONFIDENTIAL** 71	3	A. 16001 North Dallas Parkway, Addison, Texas	
4		Letter from Jacqueline R. Hagerman	4	75001.	
5		to Bank of America, dated	5	Q. How long have you been employed with Bank of	
6	Exhibit 19	October 29, 2012, Bates stamped	6	America?	
7		USBANK000393 (1 page)	7	A. For Bank of America, approximately eight years.	
8		Corporation Assignment of Deed of	8	Q. Do you know your start date?	
9	Exhibit 20	Trust Nevada, Bates stamped SFR55 74	9	A. I started at the time of the Bank of	
10		(1 page)	10	America/Countrywide merger, so sometime in '08 or '09.	
11		Trustee's Deed Upon Sale, Bates	11	Q. Did you work for Countrywide before Bank of	
12	Exhibit 21	stamped SFR51 through SFR52 (2 pages) 80	12	America?	
13		Quitclaim Deed, Bates stamped	13	A. I did.	
14	Exhibit 22	USBANK000117 through USBANK000121 81	14	Q. When did you start working for Countrywide?	
15		(5 pages)	15	A. In October 1994.	
16	Exhibit 23	Full Reconveyance, Bates stamped	16	MS. EBRON: Off the record.	
17		SFR40 (1 page)	17	(Discussion held off the record.)	
18	Exhibit 24	Rescission of Full Reconveyance, 83	18	BY MS. EBRON:	
19		Bates stamped SFR57 through SFR59	19	Q. What positions did you hold at Countrywide?	
20		(3 pages)	20	A. At Countrywide I held various positions within	
21		Transferring of Servicing	21	the foreclosure department: Specialist, management	
22		Responsibility from Bank of America	22	roles. I also handled or had a litigation-associate	
23		to Nationstar Mortgage, Bates	23	role, as well, for a couple of years.	
24		stamped USBANK000382 through	24	Q. Anything else?	
25		USBANK000390 (9 pages) 88	25	A. No.	

Page 6			Page 8		
1	LAS VEGAS, NEVADA; WEDNESDAY, JUNE 15, 2016		1	Q. Before we get too much further, have you had	
2	9:05 A.M.		2	your deposition taken before?	
3	-oOo-		3	A. Yes.	
4	Whereupon --		4	Q. Approximately how many times?	
5	(In an off-the-record discussion held prior to		5	A. I would have to estimate probably close to 100	
6	the commencement of the proceedings, counsel agreed to		6	times.	
7	waive the court reporter's requirements under Nevada		7	Q. So you're familiar with the ground rules of a	
8	Rules of Civil Procedure, Rule 30(b)(4), or Federal		8	deposition?	
9	Rules of Civil Procedure, Rule 30(b)(5), as applicable.)		9	A. Yes.	
10			10	Q. And you understand that the testimony that	
11	DIANE DELONEY,		11	you're giving today is under oath and it has the same	
12	having been first duly sworn to testify to the truth,		12	force and effect as if you were testifying in court?	
13	the whole truth, and nothing but the truth, was examined		13	A. Yes.	
14	and testified as follows:		14	Q. And it has the same penalty for perjury?	
15	EXAMINATION		15	A. Yes.	
16	BY MS. EBRON:		16	Q. Have you also testified at trials?	
17	Q. Good morning. I'm Diana Cline Ebron, and I		17	A. Yes.	
18	represent SFR Investments Pool I, LLC in this matter.		18	Q. About how many?	
19	Can you please state your name for the record.		19	A. You know, 75 to 100 trials, probably. Maybe not	
20	A. Yes. It's Diane Deloney.		20	quite as many as depositions.	
21	Q. Are you employed?		21	Q. When you testified at deposition, has it been in	
22	A. Yes.		22	certain geographical areas, or has it been all over the	
23	Q. Who is your employer?		23	country?	
24	A. Bank of America.		24	A. All over the country.	
25	Q. Is that Bank of America, N.A.?		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>

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

Page 21

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

Page 25	Page 27
<p>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?</p>	<p>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?</p>
Page 26	Page 28
<p>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?</p>	<p>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.</p>

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.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

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 [REDACTED]
16 [REDACTED]
17 [REDACTED]
18 [REDACTED]
19 [REDACTED]
20 [REDACTED]
21 [REDACTED]
22 [REDACTED]
23 [REDACTED]
24 [REDACTED]
25 [REDACTED]

1

19

1 [REDACTED]
2 [REDACTED]
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16 [REDACTED]
17 [REDACTED]
18 [REDACTED]
19 [REDACTED]
20 [REDACTED]
21 [REDACTED]
22 [REDACTED]
23 [REDACTED]
24 [REDACTED]
25 [REDACTED]

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 [REDACTED]
2 [REDACTED]
3 [REDACTED]
4 [REDACTED]
5 [REDACTED]
6 [REDACTED]
7 [REDACTED]
8 [REDACTED]
9 [REDACTED]
10 [REDACTED]
11 [REDACTED]
12 [REDACTED]
13 [REDACTED]
14 [REDACTED]
15 [REDACTED]
16 [REDACTED]
17 [REDACTED]
18 [REDACTED]
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 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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<p>1 the numbers, no, I don't.</p> <p>2 Q. Was -- was there a reference in the AS-400 to</p> <p>3 receipt of this Notice of Default on October 19th, 2010?</p> <p>4 A. I don't remember.</p> <p>5 Q. Does a foreclosure stamp mean it was routed</p> <p>6 through a foreclosure department?</p> <p>7 A. Yes.</p> <p>8 Q. So is it the foreclosure department that would</p> <p>9 have stamped -- stamped the document with the</p> <p>10 foreclosure stamp?</p> <p>11 A. I don't know if it was the actual department</p> <p>12 that did the stamp.</p> <p>13 Q. Or do you know if the mailroom had a foreclosure</p> <p>14 stamp that it would stamp when it was received?</p> <p>15 MS. MORGAN: Objection; scope.</p> <p>16 THE WITNESS: That is possible. I don't know</p> <p>17 for sure. I don't recall what the process was in 2010.</p> <p>18 BY MS. EBRON:</p> <p>19 Q. Okay. Turning to the page Bates stamped</p> <p>20 USBANK000342, this is also a document that you saw</p> <p>21 within the imaging system?</p> <p>22 A. Yes.</p> <p>23 Q. And based on the foreclosure stamp on this page,</p> <p>24 would it be fair to say that there was a second copy of</p> <p>25 the Notice of Default that was received on or about</p>	<p>1 Q. Do you have any reason to doubt that the Notice</p> <p>2 of Trustee's Sale that is Bates stamped USBANK000345 is</p> <p>3 the document that was contained in the envelope, a copy</p> <p>4 of which is Bates stamped as USBANK000344?</p> <p>5 A. I don't have any reason one way or the other to</p> <p>6 know what was in the envelope.</p> <p>7 Q. Did Bank of America in 2011 have a policy,</p> <p>8 practice, or procedures for storing copies of</p> <p>9 foreclosure notices?</p> <p>10 MS. MORGAN: Objection; scope.</p> <p>11 THE WITNESS: I'm sorry, the question one more</p> <p>12 time.</p> <p>13 BY MS. EBRON:</p> <p>14 Q. In 2011, did Bank of America have a policy,</p> <p>15 practice, or procedure for electronically storing</p> <p>16 foreclosure notices?</p> <p>17 A. Yes.</p> <p>18 Q. Did that practice, policy, or procedure include</p> <p>19 keeping a copy of the envelope and what was contained in</p> <p>20 the envelope?</p> <p>21 A. I don't know about the practice of always</p> <p>22 keeping a copy of the envelope. But definitely whatever</p> <p>23 was contained within an envelope.</p> <p>24 Q. When you reviewed these documents in Bank of</p> <p>25 America's business records, were they in the same order</p>
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<p>1 October 20th, 2010?</p> <p>2 A. Yes.</p> <p>3 Q. Looking at page USBANK000344, do you know what</p> <p>4 this page is?</p> <p>5 A. 344 is a copy of an envelope.</p> <p>6 Q. And there's also a foreclosure stamp on the top</p> <p>7 right-hand of the page; correct?</p> <p>8 A. Correct.</p> <p>9 Q. And the document following this envelope is a</p> <p>10 Notice of Trustee's Sale dated March 30th, 2011; is that</p> <p>11 correct?</p> <p>12 A. Yes.</p> <p>13 Q. So based on the foreclosure stamp dated</p> <p>14 April 21st, 2011, is it fair to say that Bank of America</p> <p>15 through Countrywide received a copy of the Notice of</p> <p>16 Sale dated March 30th, 2011, on approximately</p> <p>17 April 21st, 2011?</p> <p>18 A. Well, that's assuming this Notice of Sale, which</p> <p>19 is Bates stamped 345, was included in the envelope Bates</p> <p>20 344.</p> <p>21 Q. Do you have any reason to doubt that the Notice</p> <p>22 of Trustee's Sale Bates stamped USBANK000345 was the</p> <p>23 document contained in the envelope that's copied as</p> <p>24 USBANK000344?</p> <p>25 A. I'm sorry, the question one more time.</p>	<p>1 or -- I mean, these were produced to us by U.S. Bank in</p> <p>2 this order. Do you know if that is how they were stored</p> <p>3 in Bank of America's business records?</p> <p>4 A. They're typically stored in chronological order,</p> <p>5 so I don't know if there was anything else stored</p> <p>6 between October 2010 and April 2011.</p> <p>7 Q. Looking at the page Bates USBANK000346 --</p> <p>8 A. Okay.</p> <p>9 Q. -- do you recognize this document?</p> <p>10 A. I do.</p> <p>11 Q. What is that?</p> <p>12 A. 346 is a copy of a -- basically an electronic</p> <p>13 cover letter that the bank received from MERS.</p> <p>14 Q. When did the bank receive this from MERS?</p> <p>15 A. The -- well, the 346 is dated on 8/15/2012.</p> <p>16 There is a foreclosure date stamp of August 17th, 2012.</p> <p>17 Q. So it may have been received by the e-mail</p> <p>18 in-box on August 15th of 2012, and then by the</p> <p>19 foreclosure department on August 17th of 2012; is that</p> <p>20 right?</p> <p>21 A. Well, it could be -- and, again, this is just</p> <p>22 speculating -- that a hard copy was routed to the</p> <p>23 foreclosure department on August 17th, 2012.</p> <p>24 Q. Were there any notes about this particular</p> <p>25 communication from MERS in the AS-400?</p>

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1 **A. You know, I don't remember.**
2 Q. The next page that's Bates stamped USBANK000347,
3 do you know what this is?
4 **A. Yes.**
5 Q. What is it?
6 **A. This is just a general cover letter that we**
7 **typically receive from MERS on any sort of document**
8 **received by MERS and sent to the servicer.**
9 Q. Looking at the next page, USBANK000348, do you
10 know what this is?
11 **A. Yes.**
12 Q. What is it?
13 **A. Again, this is just some -- an identifier that**
14 **we typically receive from MERS when they forward**
15 **documents to the servicer.**
16 Q. And then the next page that's Bates stamped
17 USBANK000349, do you know what this is?
18 **A. 349 is a copy of the Notice of Trustee's Sale.**
19 Q. And this one is dated June 14th, 2012; correct?
20 **A. Yes.**
21 Q. And it lists a sale date of September 5th, 2012?
22 **A. Yes.**
23 Q. And Bank of America received this before
24 September 5th, 2012; correct?
25 **A. Correct.**

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1 Q. Based on your review of Bank of America's
2 business records, did you see any information that would
3 lead you to doubt that the amount listed in the Notice
4 of Sale was accurate?
5 **MS. MORGAN:** Objection; scope.
6 **THE WITNESS:** No.
7 **BY MS. EBRON:**
8 Q. In your review of the business records, did you
9 see any information that would lead you to believe that
10 the borrower was not delinquent on the homeowners
11 association dues at the time of this notice?
12 **A. No.**
13 Q. Does Bank of America have any reason to doubt
14 that the borrower was also given this Notice of
15 Trustee's Sale?
16 **MS. MORGAN:** Objection; calls for speculation,
17 scope.
18 **THE WITNESS:** We didn't know one way or the
19 other whether the borrower received the notice.
20 **BY MS. EBRON:**
21 Q. I know sometimes in these files, you know, the
22 borrower will call up or send in a letter that says
23 something about the foreclosure proceedings, or a
24 dispute that they have with the association. So did you
25 see anything like that in Bank of America's business

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1 records?
2 **A. Yes.**
3 Q. And what did you see?
4 **A. I saw a copy of a letter from the borrower**
5 **regarding -- let's see -- it was -- she was trying to do**
6 **a short sale and discovered through the tax records that**
7 **another entity was the new owner of the property.**
8 Q. Okay. And I'll show you a document that we'll
9 mark as Exhibit 18.
10 (Exhibit 18 was marked for identification and
11 will be sealed as "Confidential.")
12 **MS. MORGAN:** And just for clarification,
13 Exhibit 18 was produced pursuant to a protective order,
14 as was the Note that was attached as an exhibit earlier.
15 And the testimony, with respect to the communications
16 with the borrower, will also fall under the purview of
17 that protective order.
18 **MS. EBRON:** Well, I guess I should say I
19 understand your position. I don't agree that the Note
20 is confidential, but we do have a protective order in
21 place, so --
22 **MS. MORGAN:** Yes. I wasn't sure that the terms
23 of the protective order contemplate testimony as well,
24 so --
25 ///

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1 **BY MS. EBRON:**
2 Q. Yes. Have you had a chance to look at
3 Exhibit 18?
4 **A. Yes.**
5 Q. Is this the communication or letter you were
6 talking about?
7 **A. Yes.**
8 Q. Are there any other communications with the
9 borrower about the association foreclosure sale
10 contained in Bank of America's business records?
11 **A. Not based on my review, no.**
12 Q. In that first paragraph, the second sentence, it
13 says: I have never received any Notice of Default or
14 Foreclosures documents from Bank of America. Do you
15 know if the Notice of Default that we looked at as
16 Exhibit 9, do you know if that was ever mailed to the
17 borrower?
18 **MS. MORGAN:** Objection; scope.
19 **THE WITNESS:** I don't know.
20 **BY MS. EBRON:**
21 Q. Do you know when the borrower had begun to be
22 considered for a short sale?
23 **A. No.**
24 **MS. MORGAN:** Objection; scope.
25 ///

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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>

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.**

[illegible][illegible]

Row	Value (approximate)
1	0.1
2	0.5
3	0.8
4	0.9
5	0.2
6	0.4
7	0.8
8	0.7
9	0.2
10	1.0
11	0.6
12	0.2
13	0.8
14	0.3
15	0.9
16	0.6
17	1.0
18	1.0
19	1.0
20	1.0

Category	Should take action	Should not take action
All respondents	95%	5%
Age		
18-29	95%	5%
30-49	95%	5%
50-69	95%	5%
70+	95%	5%
Gender		
Male	95%	5%
Female	95%	5%
Education		
High school or less	95%	5%
Some college	95%	5%
Bachelor's degree	95%	5%
Graduate degree	95%	5%

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

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<p>1 A. Not that I'm aware of.</p> <p>2 Q. Is there anything about the sale itself that</p> <p>3 U.S. Bank claims was unfair?</p> <p>4 MS. MORGAN: Objection; form.</p> <p>5 THE WITNESS: Not that I'm aware.</p> <p>6 BY MS. EBRON:</p> <p>7 Q. Does U.S. Bank contend that SFR knew something</p> <p>8 before the sale that would have caused SFR to know about</p> <p>9 a presale dispute?</p> <p>10 MS. MORGAN: Objection; form.</p> <p>11 THE WITNESS: Yeah, can you repeat the question?</p> <p>12 I'm not sure --</p> <p>13 BY MS. EBRON:</p> <p>14 Q. It's hard, because I think you just said that</p> <p>15 there was a presale dispute, so --</p> <p>16 A. I don't think I understand.</p> <p>17 Q. Does U.S. Bank allege that SFR knew there was</p> <p>18 some type of problem with the association foreclosure</p> <p>19 sale before it purchased the property?</p> <p>20 MS. MORGAN: Objection; calls for a legal</p> <p>21 conclusion, form.</p> <p>22 THE WITNESS: The question one more time. I'm</p> <p>23 sorry.</p> <p>24 THE REPORTER: "Does U.S. Bank allege that SFR</p> <p>25 knew there was some type of problem with the association</p>	<p>1 What is U.S. Bank's factual basis for its allegation, if</p> <p>2 any, that the circumstances surrounding the association</p> <p>3 foreclosure sale constitute unfairness?</p> <p>4 THE WITNESS: I don't know.</p> <p>5 MS. MORGAN: Objection; calls for a legal</p> <p>6 conclusion.</p> <p>7 BY MS. EBRON:</p> <p>8 Q. And are there any provisions in the Pooling and</p> <p>9 Servicing Agreement that reference the association or</p> <p>10 are applicable to association liens?</p> <p>11 A. Not that I've seen.</p> <p>12 Q. During the time leading up to the association</p> <p>13 foreclosure sale, did U.S. Bank have a specific policy</p> <p>14 that it required its servicers to follow when it came to</p> <p>15 association foreclosure liens -- or association</p> <p>16 foreclosure sales?</p> <p>17 A. Yes.</p> <p>18 Q. And what was that?</p> <p>19 A. Well, it's just the general practice that the</p> <p>20 servicer is to protect the priority lien, the mortgage</p> <p>21 loan lien according to applicable state laws.</p> <p>22 Q. Is there something in the agreement between</p> <p>23 U.S. Bank and its servicer that provides remedies to</p> <p>24 U.S. Bank if the servicer does not follow that general</p> <p>25 practice?</p>
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<p>1 foreclosure sale before it purchased the property?"</p> <p>2 THE WITNESS: Well, U.S. Bank doesn't know what</p> <p>3 SFR was aware of, so it's hard to say one way or the</p> <p>4 other.</p> <p>5 BY MS. EBRON:</p> <p>6 Q. Okay. But there's nothing in your file that</p> <p>7 suggests that SFR knew something was wrong with the</p> <p>8 association foreclosure proceedings before the sale;</p> <p>9 right?</p> <p>10 A. Correct.</p> <p>11 Q. What is U.S. Bank's factual basis for its</p> <p>12 allegation that the circumstances surrounding the</p> <p>13 association foreclosure sale constitute fraud?</p> <p>14 MS. MORGAN: Objection; calls for a legal</p> <p>15 conclusion.</p> <p>16 THE WITNESS: I don't know.</p> <p>17 BY MS. EBRON:</p> <p>18 Q. What is U.S. Bank's factual basis for its</p> <p>19 allegation, if any, that the circumstances surrounding</p> <p>20 the association foreclosure sale constitute oppression?</p> <p>21 MS. MORGAN: Objection; calls for a legal</p> <p>22 conclusion.</p> <p>23 THE WITNESS: I don't know.</p> <p>24 BY MS. EBRON:</p> <p>25 Q. I think I already asked this, but just in case:</p>	<p>1 MS. MORGAN: Objection; scope.</p> <p>2 THE WITNESS: I'm not sure.</p> <p>3 MS. EBRON: I think I'm done.</p> <p>4 Do you have any questions?</p> <p>5 MR. ROTHENBERG: No, I'm good.</p> <p>6 MS. MORGAN: I don't have any questions.</p> <p>7 (The deposition concluded at 12:42 p.m.)</p> <p>8</p> <p>9</p> <p>10</p> <p>11</p> <p>12</p> <p>13</p> <p>14</p> <p>15</p> <p>16</p> <p>17</p> <p>18</p> <p>19</p> <p>20</p> <p>21</p> <p>22</p> <p>23</p> <p>24</p> <p>25</p>

1 CERTIFICATE OF DEPONENT
2 PAGE LINE CHANGE REASON
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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 HEREOF, 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

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