THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM COLLETON COUNTY
Court of Common Pleas

Maité Murphy, Circuit Court Judge

Civil Action Case No. 2012-CP-15-00262
Appellate Case No. 2013-002555

Melissa Jean Marks, ...Appellant,

v.

Nationstar Mortgage, LLC, ...Respondent.

RECORD ON APPEAL
VOLUME I of IV

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SC Court of Appeals

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STATE OF SOUTH CAROLINA COUNTY OF COLLETON Melissa Jean Marks, Plaintiff, vs. Old South Mortgage Corporation; John Docs 1-100; Fictitious Corporations 1- 100; Nationstar Mortgage, LLC, Defendant(s).	IN THE COURT OF COMMON PLEAS FOURTEENTH JUDICIAL DISTRICT DOCKET NO.: 2012-CP-15-00262 **ORDER GRANTING NATIONSTAR MORTGAGE, LLC'S MOTION TO INTERVENE, DENYING MOTION TO SUBSTITUTE PARTIES, AND GRANTING PLAINTIFF'S MOTION TO CONTINUE HEARING ON MOTION FOR SUMMARY JUDGMENT**

(501904-00001 HPW)

This matter came before me at a hearing on July 18, 2012, on Nationstar Mortgage, LLC's ("Nationstar") Motion to Intervene filed June 4, 2012, and Plaintiff's Motion for Summary Judgment filed May 14, 2012. Harriet Pollitt Wallace, Esquire, appeared on behalf of Nationstar Mortgage, LLC, John F. Knobeloch, Esquire, appeared on behalf of Defendant Old South Mortgage Corporation, and Melissa Jean Marks appeared pro se. At the hearing Ms. Marks moved for a continuance and leave to amend her Motion for Summary Judgment. These motions are also addressed in this Order.

PATRICIA C. GRANT
COLLETON COUNTY
CONFORMED COPY
2012 AUG -2 AM 9:18

Nationstar's Motion to Intervene

On April 6, 2012, Plaintiff filed a complaint in the Court of Common Pleas of Colleton County seeking declaratory and injunctive relief from her obligations under the note dated October 4, 2007, in the original principal sum of $76,000 ("Note") payable to Old South Mortgage Company ("Old South") and mortgage of the same date ("Mortgage") on property located at 209 Presidential Court, Round O, South Carolina 29474-4374 ("Property") which secures the Note. The named defendants in the action are Old South Mortgage Corporation, John Does 1-100, and Fictitious Corporations 1-100.

Because Plaintiff was in bankruptcy at the time Nationstar learned of this action, Nationstar sought and obtained an Order Modifying Stay from the United States Bankruptcy Court for the District of South Carolina granting it leave to intervene and assert its rights to the Note and Mortgage. Nationstar then filed its Motion to Intervene claiming it is the current owner and holder of the Note and Mortgage, and is the real party in interest in this case. To that end, Nationstar presented the original Note, endorsed in blank, to the Court at the hearing.

Upon timely application, the court shall allow anyone to intervene in an action: "(1) when a statute confers an unconditional right to intervene; or (2) when the applicant claims an interest relating to the property or transaction which is the subject of the action and is so situated that the disposition of the action may as a practical matter impair or impede his ability to protect that interest." Rule 24(a), SCRCP. Nationstar points to Section 15-53-80 of South Carolina's Declaratory Judgment Act in support of relief under Rule 24(a)(1), which states that when declaratory relief is sought in an action "all persons shall be made parties who have or claim any interest which could be affected by the declaration, and no declarations shall prejudice the rights of persons not parties to the proceeding." S.C. Code Ann. § 15-53-80 (West 2012).

I find that Nationstar may intervene as a matter of right because both prongs of Rule 24(a) are satisfied. Section 15-53-80 grants Nationstar an unconditional right to intervene because the Plaintiff seeks a declaratory judgment that could affect Nationstar's claim under the Note and Mortgage, which satisfies Rule 24(a)(1). Nationstar claims an interest in the action that is not being protected by any other named party as contemplated in Rule 24(a)(2), because Old South is a dissolved corporation and is not claiming any interest in the Note and Mortgage, and none of the other defendants have been served. Since Plaintiff seeks declaratory and injunctive relief that would effectively allow her to avoid her obligations under the Note and Mortgage,

Nationstar is so situated that the disposition of the current action may, as a practical matter, impair or impede its ability to protect its' interests.

Despite Plaintiff's argument that allowing Nationstar to intervene would cause delay and expense as Old South consents to the relief Nationstar is seeking, and because John Does 1-100 and Fictitious Corporations 1-100 were not served with process, I find that no named party will be prejudiced by Nationstar's intervention in this case.

Thus, Nationstar's Motion to Intervene is hereby GRANTED, and Nationstar shall have thirty (30) days from July 18, 2012, to serve its answer. I further find that Nationstar may not file a Motion to Dismiss in lieu of an answer.

Nationstar's Motion to Substitute Parties

In its Motion to Intervene, Nationstar also asked the court to dismiss the named parties in this action and substitute Nationstar as the sole defendant pursuant to Rule 25, SCRCP. Rule 25(c) provides that an "action may be continued by or against the original party unless the court upon motion directs the person to whom the interest is transferred to be substituted in the action or joined with the original party." At this time, while Nationstar Mortgage shall be joined with the original parties, I find that the original parties will remain parties in the action and I order the caption of the case be amended to include Nationstar Mortgage, LLC. Therefore, Nationstar's Motion to Substitute Parties is hereby DENIED.

Plaintiff's Motion To Continue Hearing on her Motion for Summary Judgment

In light of Nationstar's Motion to Intervene, Plaintiff was given the opportunity to request a continuance for the hearing on her Motion for Summary Judgment and, should she so desire, to amend her Motion for Summary Judgment upon receipt of Nationstar's Answer. Accordingly, Plaintiff's Motion for Continuance and Motion to Amend are hereby GRANTED.

25(c) provides that an "action may be continued by or against the original party unless the court upon motion directs the person to whom the interest is transferred to be substituted in the action or joined with the original party." At this time, while Nationstar Mortgage shall be joined with the original parties, I find that the original parties will remain parties in the action and I order the caption of the case be amended to include Nationstar Mortgage, LLC as a defendant. Therefore, Nationstar's Motion to Substitute Parties is hereby DENIED.

Plaintiff's Motion To Continue Hearing on her Motion for Summary Judgment

In light of Nationstar's Motion to Intervene, Plaintiff was given the opportunity to request a continuance for the hearing on her Motion for Summary Judgment and, should she so desire, to amend her Motion for Summary Judgment upon receipt of Nationstar's Answer. Accordingly, Plaintiff's Motions for Continuance on her Motion for Summary Judgment and for leave to Amend her Motion for Summary Judgment are hereby GRANTED.

IT IS SO ORDERED.

Perry M. Buckner
Judge, Fourteenth Judicial Circuit

July 26, 2012
Walterboro, SC

FW: Scan from a Xerox WorkCentre

From: **Lori Weiss** (lweiss@colletoncounty.org)
Sent: Thu 8/02/12 9:21 AM
To: mjmarks68@hotmail.com; ggmmasone@yahoo.com
1 attachment
DOC.PDF (151.3 KB)

Please see the attached Order. Pursuant to the Order granting the Motion to Intervene, the motion scheduled for August 8, 2012 is continued.

Sincerely,
Lori L. Weiss
Court Specialist III
Colleton County Court of Common Pleas
(843) 549-5791 phone
(843) 549-6857 fax
lweiss@colletoncounty.org

STATE OF SOUTH CAROLINA COUNTY OF COLLETON Melissa Jean Marks, Plaintiff, vs. Old South Mortgage Corporation, John Does 1-100, Fictitious Corporations 1-100, Nationstar Mortgage, LLC Defendants.	IN THE COURT OF COMMON PLEAS FOURTEENTH JUDICIAL CIRCUIT CIVIL CASE NO. 2012-CP-15-262 **ORDER DENYING PLAINTIFF'S MOTION FOR LEAVE TO AMEND COMPLAINT AND GRANTING PLAINTIFF'S MOTION TO WITHDRAW MOTION FOR SUMMARY JUDGMENT**

2013 FEB 27 AM 11:33
PATRICIA C. GRANT
COLLETON COUNTY
COMMON PLEAS

#1
PMB

This matter came before the Court for a hearing on January 28, 2013, for consideration of Plaintiff's Motion for Leave to Amend her Complaint and Withdraw her Motion for Summary Judgment. Melissa Jean Marks, *pro se*, appeared on her own behalf. Harriet Pollitt Wallace, Esquire appeared on behalf of the Defendant Nationstar Mortgage, LLC. Based on the record and arguments made at the hearing, the Court denies Plaintiff's Motion for Leave to Amend Complaint. The Court grants Plaintiff's Motion to Withdraw her Motion for Summary Judgment, as Nationstar has not raised any objection.

BACKGROUND

Plaintiff filed for Chapter 13 Bankruptcy protection on or about April 20, 2011. *See In re Marks*, Case Number 11-02619-jw. In her Chapter 13 Bankruptcy Petition, Plaintiff discloses Nationstar Mortgage, LLC as a secured creditor holding a mortgage on a "Detitled Mobile Home and Lot located at 209 Presidential Court, Round O, SC 29474," and indicates she is current on the debt. *Id.*, Doc. 1, Sch. D, Apr. 20, 2011. Thereafter, Plaintiff filed a proposed Plan, which

was confirmed by the Bankruptcy Court, stating "The debtor is current on obligations to Nationstar Mortgage, LLC and will continue regular payments directly to that creditor. Description of collateral: Detitle mobile home and lot located at 209 Presidential Court, Round O, SC 29474." *Id.*, Doc. 9, Am. Chapter 13 Plan ¶B(2), June 8, 2011; *Id.*, Doc. 12, Order Confirming Chapter 13 Plan, June 21, 2011.

On April 6, 2012, Plaintiff filed this declaratory judgment action in state court. Plaintiff did not name Federal Nation Mortgage Association ("FNMA") as a defendant. Thereafter, on October 15, 2012, Plaintiff filed a Motion for Leave to Amend the Complaint, which is the subject of this Order. In her motion, Plaintiff sought to substitute FNMA for Defendants John Does 1-100 and Fictitious Corporations 1-100, and argued that FNMA is a necessary party because of its beneficial interest in the subject note and mortgage.

STANDARD OF REVIEW

Amendments of pleadings are controlled by Rule 15(a) of the South Carolina Rules of Civil Procedure. It is well-established that the trial court has wide discretion in granting or denying a motion to amend. *Wachovia Bank Nat'l Ass'n v. Beane*, 397 S.C.612, 725 S.E.2d 715 (Ct. App. 2012). The trial court may deny a motion to amend when there is "a proper reason, such as bad faith, undue delay, or prejudice." *Forrester v. Smith & Steele Builders, Inc.*, 295 S.C. 504, 369 S.E.2d 156 (Ct. App. 1988). "The test of whether an amendment should be allowed is whether the amendment will prejudice or work an injustice to the adverse party." *Id.* Further, a motion to amend "may be denied where the proposed amendment would be futile." *Jennings v. Jennings*, 389 S.C. 190, 209, 697 S.E.2d 671, 681 (Ct. App. 2010); *see also Higgins v. Med. Univ. of S.C.*, 326 S.C. 592, 604-05, 486 S.E.2d 269, 275 (Ct. App. 1997).

ANALYSIS

Plaintiff's motion for leave to amend her complaint to substitute FNMA as a defendant is denied because it would be futile. Moreover, even if the proposed amendment was not futile, the Court would still deny her motion based on the fact that it was unduly delayed.

I. Plaintiff's proposed amendment is futile because only the bankruptcy trustee has standing to pursue this claim.

Plaintiff's complaint must be considered in light of her bankruptcy filing. A cause of action constitutes an asset of the bankruptcy estate regardless of whether it is disclosed by the debtor in her bankruptcy petitions. *Brockington v. Jones*, 2007 U.S. Dist. LEXIS 96248, 7-9 (D.S.C. Nov. 28, 2007). "Property of the estate includes all of the debtor's interests in any cause of action that has accrued prior to the bankruptcy petition." *Miller v. Pacific Shore Funding*, 287 B.R. 47, 50 (D.Md.2002) (citing *Tignor v. Parkinson* (*In re Tignor*), 729 F.2d 977, 980-81 (4th Cir.1984)). Therefore, even if the debtor is unaware at the time of filing of the bankruptcy petition that she has a cause of action, it is still considered part of the estate. It is well-established that "if a cause of action is part of the estate of the bankrupt then the trustee alone has standing to that claim." *Nat'l Am. Ins. Co. v. Ruppert Landscaping Co.*, 187 F.3d 439, 441 (4th Cir. 1999). In addition, in bankruptcy actions, only the bankruptcy trustee has the power to avoid transfers of property or liens on property of the bankruptcy estate. 11 U.S.C. § 544.

In the present case, the gravamen of Plaintiff's complaint is that the note and mortgage are unenforceable because an assignment of mortgage was not recorded in the public records. Her cause of action seeking a declaration that the note and mortgage are unenforceable is considered part of her bankruptcy estate. Accordingly, only the trustee in the bankruptcy action has standing to pursue this claim. Based on this reason, the Court finds that it would be futile to allow Plaintiff to amend her complaint to add FNMA as a party to this litigation.

II. **Plaintiff's proposed amendment is futile because the Bankruptcy Court has already issued an Order that Nationstar is entitled to enforce the note and mortgage; therefore, FNMA is not a necessary party to this litigation.**

In addition, the Court finds that FNMA is not a necessary party to this litigation. "A necessary party is one whose rights must be ascertained and settled before the rights of the parties to the action can be determined." *Slatton v. Slatton*, 289 S.C. 128, 130, 345 S.E.2d 248, 249 (1986). Under South Carolina law, the mortgage follows the note. *Union Nat'l Bank v. Cook*, 110 S.C. 99, 96 S.E. 484 (1918); *Midfirst Bank, SSB v. C.W. Haynes*, 893 F.Supp. 1304 (D.S.C. 1994). As recently as July 2012, the South Carolina Supreme Court again held that an "assignment of a mortgage does not need to be recorded, and failure to do so has no effect on the rights of the assignee." *BAC Home Loan Servicing, L.P. v. Kinder*, 398 S.C. 619, 623, 731 S.E.2d 547, 549 (2012).

South Carolina's version of Article 3 of the Uniform Commercial Code governs the enforceability of negotiable instruments including promissory notes secured by mortgages on real estate. *Swindler v. Swindler*, 355 S.C. 245, 584 S.E.2d 438 (Ct. App. 2007). S.C. Code Ann. Section 36-3-301 provides there are three categories of persons entitled to enforce a negotiable instrument: (1) the holder of the instrument; (2) a nonholder in possession of the instrument who has the rights of the holder; and (3) a party who once had possession of a now lost instrument. S.C. Code Ann. § 36-3-301. Most importantly, a party may be entitled to enforce an instrument even though it "is not the owner of the instrument." *Id.*

By virtue of its possession of the original note, Nationstar is the proper party to enforce the note. It follows that Nationstar is the only necessary party to defend against Plaintiff's claims that the note is unenforceable. Accordingly, FNMA is not a necessary party to this action

because complete relief can be granted in its absence and Plaintiff's motion is denied for this reason.

CONCLUSION

Based on the foregoing reasons, Plaintiff's motion for leave to amend is **DENIED** because it would be futile. Plaintiff's motion to withdraw her motion for summary judgment is **GRANTED.**

IT IS SO ORDERED.

Perry M. Buckner
Judge, Fourteenth Judicial Circuit

February 20, 2013
Walterboro, South Carolina

CERTIFICATE OF SERVICE BY MAIL
Civil Action # 12-CP-15-262

I, Nancy Byers, an employee for the law firm of Rogers Townsend & Thomas, PC, do hereby certify that I have on served a copy of the following upon counsel of record and parties in interest by U.S. Mail, postage prepaid, on March 4, 2013, at the following addresses:

Document Served:

Order Denying Plaintiff's Motion for Leave to Amend Complaint and Granting Plaintiff's Motion to Withdraw Motion for Summary Judgment

Counsel/Parties Served:

Melissa J. Marks
209 Presidential Court
Round O, SC 29474

Nancy Byers

8509214

STATE OF SOUTH CAROLINA COUNTY OF COLLETON MELISSA JEAN MARKS, Plaintiff, vs. OLD SOUTH MORTGAGE CORPORATION; JOHN DOES 1-100; FICTITIOUS CORPORATIONS 1-100; and NATIONSTAR MORTGAGE, LLC, Defendants.	IN THE COURT OF COMMON PLEAS FOURTEENTH JUDICIAL CIRCUIT CIVIL ACTION NO.: 2012-CP-15-00262 **ORDER**

PATRICIA C. GRAY
COLLETON COUNTY
COMMON PLEAS
2013 FEB 27 AM 11:31

This Court granted an Order Denying Plaintiff's Motion for Leave to Amend Complaint and Granting Plaintiff's Motion to Withdraw Motion for Summary Judgment on February 20, 2013. Accordingly, Plaintiff's November 13, 2012 Motion to Compel Answers and Interrogatories and Requests for Production to Defendant Nationstar Mortgage, LLC is moot.

IT IS SO ORDERED.

February 20, 2013
Walterboro, SC

The Honorable Perry M. Buckner

CERTIFICATE OF SERVICE BY MAIL
Civil Action # 12-CP-15-262

I, Nancy Byers, an employee for the law firm of Rogers Townsend & Thomas, PC, do hereby certify that I have on served a copy of the following upon counsel of record and parties in interest by U.S. Mail, postage prepaid, on March 4, 2013, at the following addresses:

Document Served:

Order

Counsel/Parties Served:

Melissa J. Marks
209 Presidential Court
Round O, SC 29474

Nancy Byers

8509214

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	FOURTEENTH JUDICIAL CIRCUIT
COUNTY OF COLLETON	)	CIVIL ACTION NO.: 2012-CP-15-00262
	)	
MELISSA JEAN MARKS, *Pro Se*,	)	
	)	
Plaintiff,	)	
	)	
vs.	)	**ORDER DENYING PLAINTIFF'S MOTION FOR RECONSIDERATION OF ORDER DENYING PLAINTIFF'S MOTION FOR LEAVE TO AMEND COMPLAINT AND OF ORDER DENYING PLAINTIFF'S MOTION TO COMPEL ANSWERS TO INTERROGATORIES AND REQUESTS FOR PRODUCTION TO DEFENDANT NATIONSTAR MORTGAGE, LLC**
	)	
OLD SOUTH MORTGAGE CORPORATION; JOHN DOES 1-100; FICTITIOUS CORPORATIONS 1-100; and NATIONSTAR MORTGAGE, LLC,	)	
	)	
Defendants.	)	

PATRICIA C. CRIDER
COLLETON COUNTY
COMMON PLEAS
2013 MAR -9 PM 1:03

#1
P.M.B

This Court denied Plaintiff's Motion For Leave to Amend Complaint and her Motion to Compel Answers to Interrogatories and Requests for Production by Order on February 20, 2013. Plaintiff has now moved this Court to reconsider those Orders. For reasons stated below, Plaintiff's Motion to Reconsider is respectfully DENIED.

In this Court's Order Denying Plaintiff's Motion for Leave to Amend Complaint, the undersigned ruled that Plaintiff's proposed amendment is futile because only the bankruptcy trustee has standing to pursue this claim. Order Denying Plaintiff's Motion for Leave to Amend, pg. 3. In her Motion to Reconsider, Plaintiff notes that her bankruptcy trustee (the "trustee"), the Defendant Nationstar, and Judge Waites raised no objection to Plaintiff's legal standing to personally bring her action in circuit court during the Bankruptcy Court's hearing on Defendant Nationstar's Motion for Clarification. Plaintiff's Motion to Reconsider, pgs. 2-4. Plaintiff reasons that if Plaintiff is to be precluded from bringing this action in Circuit Court, then Judge

Waites would have "advised Plaintiff of that, admonished her [Plaintiff] for filing the action, and ordered her to dismiss the state court case." Id. at 4.

Despite the fact that Plaintiff believes she has permission of the bankruptcy court and her trustee to litigate her Circuit Court action, the law states that Plaintiff's Circuit Court Complaint must be considered in light of her bankruptcy filing. Order Denying Plaintiff's Motion for Leave to Amend at 3. A cause of action constitutes an asset of the bankruptcy estate regardless to whether it is disclosed by the debtor in bankruptcy petitions. *Brockington v. Jones*, 2007 U.S. Dist. LEXIS 96248, 7-9 (D.S.C. Nov. 28, 2007). Case law is clear that if a cause of action is part of the bankruptcy estate, then the trustee alone has standing to bring that claim. *Nat'l Am. Ins. Co. v. Ruppert Landscaping Co.*, 187 F.3d 439, 441 (4th Cir. 1999). Plaintiff's complaint is that the note and mortgage are unenforceable; therefore, it is part of the bankruptcy estate. Accordingly, only the trustee in the bankruptcy action has standing to pursue this claim. [1]

While it is unfortunate that Plaintiff was led to believe that she could pursue this action in circuit court pro se, the Court DENIES Plaintiff's Motion for Reconsideration as to this Court's Order Denying Plaintiff's Motion for Leave to Amend Complaint for the reasons stated above and in its original Order. Plaintiff's Motion to Reconsider the Order Denying Plaintiff's Motion to Compel Answers to Interrogatories and Requests for Production remains MOOT.

IT IS SO ORDERED.

Walterboro, SC
April 5, 2013

The Honorable Perry M. Buckner

[1] Plaintiff further asserts that this Court's understanding and viewpoint of Plaintiff's case was tainted by Defendant's counsel's "mischaracterizations of her [Defendant's counsel's] action in proposed orders that she asked the Court to sign." Plaintiff's Motion to Reconsider, pgs. 6-7. This Court disagrees: though Plaintiff may have inferred from the hearing on Defendant's Motion to Intervene that this Court would not entertain challenges to Plaintiff's standing, the law remains that only the bankruptcy trustee has legal standing to pursue this claim.

STATE OF SOUTH CAROLINA COUNTY OF COLLETON Melissa Jean Marks, Plaintiff, vs. Old South Mortgage Corporation, John Does 1-100, Fictitious Corporations 1-100, Nationstar Mortgage, LLC Defendants.	IN THE COURT OF COMMON PLEAS FOURTEENTH JUDICIAL CIRCUIT CIVIL CASE NO. 2012-CP-15-262 **ORDER DENYING PLAINTIFF'S MOTION TO DEFER ALTERNATIVE DISPUTE RESOLUTION CONFERENCE AND APPOINTING MEDIATOR**

(HPW 501904-00001)

PATRICIA C. GRANT
COLLETON COUNTY
COMMON PLEAS
2013 APR -9 PM 12:03

#1
PnB

This matter came before the Court for a hearing on March 12, 2013, for consideration of Plaintiff's Motion to Defer Alternative Dispute Resolution Conference. Melissa Jean Marks, pro se, appeared on her own behalf. Harriet Pollitt Wallace, Esquire appeared on behalf of the Defendant Nationstar Mortgage, LLC. Based on the record and arguments made at the hearing, the Court denies Plaintiff's Motion to Defer Alternative Dispute Resolution Conference. The Court further orders that mediation be completed within thirty (30) days of this Order and appoints ~~E.W. Bellamy, Jr.~~ Elbert O. Duffie as mediator in this case. PnB

The purpose of the Alternative Dispute Resolution Rules is to "secure the just, speedy, inexpensive and collaborative resolution in every action in which they apply." Rule 1. SCADR. This action was filed on April 6, 2012; therefore, under the Alternative Dispute Resolution rules, ADR should have been completed no later than January 30, 2013.

The Administrative Judge has discretion to defer an ADR conference or exempt a case from ADR, only for good cause shown, such "where a party is unable to participate due to incarceration or mental or physical condition." Rule 5(e), SCADR. The Court of Appeals has found that the fact that

a party was in default and unable to be located constituted "good cause" to exempt a case from ADR. *Roesler v. Roesler*, 396 S.C. 100, 719 S.E.2d 275 (Ct. App. 2011). Rule 5(b) of the Alternative Dispute Resolution Rules states that the ADR conference will not be used as a reason to delay discovery and other proceedings in the case.

Plaintiff's motion is not based on the fact that any party to this action is ***unable*** to participate, but instead is based on her perception of the procedural posture of the case, including the fact that Plaintiff's motions to amend the complaint and to compel discovery had not been heard, and the Court's adverse rulings against Plaintiff. The only motions pending on the date of the ADR deadline were Plaintiff's Motion to Amend and Motion to Compel, which have since been denied, and are therefore moot as grounds to delay ADR any further. Since the purpose of ADR rules are to assist parties in resolving litigation before expenses accrue to the point that settlement is impossible, to defer ADR until all conceivable motions are filed and heard would defeat the purpose of the ADR rules.

CONCLUSION

Based on the foregoing reasons, Plaintiff's motion to defer Alternative Dispute Resolution is **DENIED.** The parties are ordered to participate in mediation within thirty (30) days of this Order. The Court also appoints ~~E.W. Bennett,~~ PAUL BELL TO. DFIC Jr. as the mediator in this case, unless he has a conflict.

IT IS SO ORDERED.

Perry M. Buckner
Judge, Fourteenth Judicial Circuit

April 8, 2013
Walterboro, South Carolina

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	FOR THE FOURTEENTH JUDICIAL
COUNTY OF COLLETON	)	CIRCUIT
	)	CIVIL CASE NO.: 2012-CP-15-262
Melissa Jean Marks,	)	
Plaintiff,	)	
vs.	)	**ORDER GRANTING DEFENDANT'S MOTION FOR SUMMARY JUDGMENT**
Old South Mortgage Corporation, John Does 1-100,Nationstar Mortgage, LLC	)	
Defendant.	)	

PATRICIA C. GRANT
COLLETON COUNTY
COMMON PLEAS
2013 OCT -9 PM 1:19

This matter came before the Court on Defendant Nationstar Mortgage, LLC's ("Nationstar") Motion for Summary Judgment in favor of Nationstar as to all claims raised by Plaintiff Melissa Jean Marks ("Plaintiff") in her "Declaratory Judgment Complaint and Petition for Injunction," pursuant to Rule 56 of the South Carolina Rules of Civil Procedure. Having reviewed the memoranda and pleadings submitted by the parties and having heard oral arguments, taking the evidence in the light most favorable to the non-moving party, the Court finds that no genuine issues of material fact exist, and this Court hereby GRANTS Nationstar's Motion for Summary Judgment for the reasons set forth below.

FACTUAL BACKGROUND

On October 5, 2007, Plaintiff executed and delivered to Old South Mortgage Corp. a promissory note in the amount of $ 76,000.00 dollars (the "Note") and a mortgage on property known generally as 209 Presidential Ct., Round O, South Carolina 29474-4374 (the "Mortgage") to secure the re-payment of the Note. (Compl., Apr. 6, 2012, ¶6). Plaintiff was represented by counsel at the closing, which occurred on October 5, 2007. (Compl., ¶8; Ex. 4, Compl.,

Engagement Letter). Flagstar wired the loan proceeds to Plaintiff's counsel, which was used to purchase the property. (Compl., ¶84; Ex. 4, Compl., Wire Transfer). At the closing, Plaintiff signed several documents disclosing Old South's right and intention to transfer the loan and servicing rights. (Ex. 4, Compl. Mortgage, ¶20; Note, ¶1 (the Note was endorsed in to Flagstar at the closing). The documents signed at closing were provided to Plaintiff by her closing attorney on or about October 8, 2007. (Ex. 4, Compl., Ltr to Marks from Tuten, Oct. 7, 2013). Subsequently, Flagstar transferred the servicing rights to Nationstar. (Compl. ¶28; Ex. 12, Compl.) On or about April 20, 2011, Plaintiff filed a Chapter 13 bankruptcy petition. Plaintiff named Nationstar as the secured creditor of the loan in her Chapter 13 bankruptcy petition and schedules. (*In re Marks*, 11-02619-jw, Bankruptcy Petition, Co. 1, pp. 16-30, attached to Nationstar's Motion for Summary Judgment.) The confirmed Chapter 13 Plan orders Plaintiff will continue to make mortgage payments to Nationstar. (Chapter 13 Plan, Doc. 9, p. 3, attached to Nationstar's Motion for Summary Judgment). Nationstar is the current loan servicer and Fannie Mae is the investor of the loan. Nationstar has not filed a foreclosure action against Plaintiff. Plaintiff is current on her post-petition payments to Nationstar.

PROCEDURAL BACKGROUND

On or about April 6, 2012, Plaintiff filed this state court action naming only Old South Mortgage Corporation and John Does 1-100 and Fictitious Corporations 1-100. Nationstar was not named as a party. After learning about the state court action, on or about May 9, 2012, Nationstar filed a motion to modify the bankruptcy stay in order to intervene in the state court action. On or about May 14, 2012, after notice that Nationstar was seeking to intervene, but prior to the hearing in the bankruptcy court on Nationstar's motion to modify the bankruptcy stay and intervene, Plaintiff filed a Motion for Summary Judgment in the state court action.

The Bankruptcy Court issued an Order Modifying Stay, which stated:

> It is not disputed by either the Debtor [Plaintiff] or the Movant [Nationstar] that Debtor is current on her post-petition payments to movant, and in fact, Debtor was current on the loan payments when the bankruptcy was filed. However, Movant would be prejudiced if Debtor were granted the relief she is seeking in the State Court Action unless Movant is allowed to intervene and assert its rights to the mortgage and underlying obligation in such action.
>
> Order Modifying Stay at 2, In Re Marks, No. 11-02619-jw (Bankr. D.S.C. May 25, 2012), Doc. No. 24.

Following the Order issued by the Bankruptcy Court, Nationstar sought to intervene in the state court action. After a hearing, Nationstar's Motion to Intervene was granted. The Order granting Nationstar's Motion to Intervene found as follows:

> I find that Nationstar may intervene as a matter of right because both prongs of Rule 24(a) are satisfied. Section 15-53-80 grants Nationstar an unconditional right to intervene because Plaintiff seeks declaratory judgment that could affect Nationstar's claim under the Note and Mortgage, which satisfies Rule 23(a)(1). Nationstar claims an interest in the action that is not being protected by any other named party as contemplated in Rule 23(a)(2), because Old South is a dissolved corporation and is not claiming any interest in the Note and Mortgage, and none of the other defendants have been served.
>
> Despite Plaintiff's argument that allowing Nationstar to intervene would cause delay and expense as Old South consents to the relief Nationstar is seeking, and because John Does 1-100 and Fictitious Corporations 1-100 were not served with process, I find that no named party will be prejudiced by Nationstar's intervention in this case.
>
> (Order Granting Nationstar Mortgage, LLC's Mot. To Intervene, Den. Mot. To Substitute Parties, & Granting Pl.'s Mot. To Continue Hr'g on Mot. for Summ. J. 2-3, Aug. 2, 2012).

Thereafter, Plaintiff filed a Motion to Compel Discovery and then filed a motion to Amend Complaint to add Fannie Mae as a defendant. Plaintiff's Motion to Amend was denied, after a hearing, because the court determined it would be futile to add Fannie Mae as a party for the following reasons: (1) Plaintiff lacked standing as a result of her Chapter 13 Bankruptcy filing; and (2) Nationstar is the proper party to enforce the note and mortgage, because it is the

holder of the original note, endorsed in blank. (Order Den. Pl.'s Mot. for Leave to Amend Compl. & Granting Pl.'s Mot. to Withdraw Mot. for Summ. J. 3-5, Feb. 27, 2013).

Based on the Order Denying Plaintiff's Motion to Amend, the Court also denied the Motion to Compel on the grounds it was moot. Plaintiff subsequently filed a Motion to Reconsider these two orders, which was denied. (Order Den. Pl.'s Mot. for Recons. of Leave to Amend Compl. and of Order Den. Pl.'s Mot. to Compel Answers to Interrogs. & Reqs. for Produc., Apr. 12, 2013). Other motions filed by Plaintiff include a Motion to Defer ADR, which was denied, and a Motion to Stay the Action in order to seek guidance from the Bankruptcy Court, which was denied.

SUMMARY JUDGMENT STANDARD

Summary judgment is appropriate when the pleadings, depositions, affidavits, and discovery on file show there is no genuine issue of material fact such that the moving party must prevail as a matter of law. Rule 56(c), SCRCP; Turner v. Milliman, 392 S.C. 116, 122, 708 S.E.2d 766, 769 (2011). When determining whether any triable issues of fact exist, the evidence and all reasonable inferences must be viewed in the light most favorable to the non-moving party. Id. "The trial court should grant summary judgment against a party who fails to make a showing sufficient to establish the existence of an essential element of the party's case." Fender & Latham, 316 S.C. 48, 50, 446 S.E.2d 448. (Ct. App. 1995). A party opposing a motion for summary judgment may not rest on the mere allegations of his pleadings, but must set forth or point to specific facts showing that there is a genuine issue of material fact. Rule 56(c), SCRCP; accord Strickland v. Madden, 323 S.C. 63, 448 S.E.2d 581 (Ct. App. 1994). The purpose of summary judgment is to expedite the disposition of cases not requiring the services of a fact finder. George v. Fabri, 345 S.C. 440, 452, 548 S.E.2d 868, 874 (2001).

DISCUSSION

I. PLAINTIFF'S CLAIMS ARE BARRED BY *RES JUDICATA*

Nationstar is entitled to summary judgment because Plaintiff's claims are barred by the doctrine of *res judicata*. In Re Nix, CA 10-01103-HB, 2012 WL 27667 (Bankr. D.S.C. Jan. 5, 2012) (holding that debtor's claims based on pre-confirmation activity were barred by the doctrine of res judicata based on confirmed Chapter 13 plan). The petitions filed in Plaintiff's Chapter 13 bankruptcy and the confirmed plan state that Nationstar is the secured creditor entitled to receive payment on the mortgage note. The confirmation of Plaintiff's bankruptcy plan serves as res judicata to the claims brought in this lawsuit.

"The *res judicata* effect of a confirmed Chapter 13 plan on the debtor and creditors is set forth in 11 U.S.C. § 1327." Id. at 20. The "rights of creditors and responsibilities of the debtor are defined" in the confirmed plan. Id. Therefore, parties are precluded from raising issues which could have been raised prior to the plan confirmation. Id., see also Abraham v. Bank of America, N.A. (In Re Abraham), Adversary No. 10-80118-jw, 2010 WL 5437253 (Bankr. D.S.C. Sept. 20, 2010) (holding that debtor was judicially estopped from asserting contrary position in state court litigation based on his failure to list any causes of actions against defendant in bankruptcy schedules).

Plaintiff proclaims that she was unaware of her claims until after plan confirmation, and subsequently amended her schedules to disclose the existence of the state court action. This argument is of no consequence. "Judicial estoppel will be imposed when the debtor has knowledge of enough facts to know that a potential cause of actions exists during the pendency of the bankruptcy, but fails to amend his schedules or disclosure statements to identify the cause of action as a contingent asset. In re Family Dollar FLSA Litigation, 2011 U.S. Dist. 119281 at

17 (W.D. N.C. 2011). In In re Family, the debtor's failure to disclose a state court action to the bankruptcy court was deemed intentional because the debtor had reason to know of the existence of the claims when she filed bankruptcy, and had motive for concealment of the claim from the bankruptcy because disclosure would have resulted in a less favorable payment plan). It does not matter whether or not the debtor is aware that she has a duty to disclose her claims. Id. at 19.

Here, the petitions filed in Plaintiff's Chapter 13 bankruptcy and the confirmed plan state that Nationstar is the secured creditor entitled to receive payment on the mortgage note. Therefore, the confirmation of Plaintiff's bankruptcy plan serves as res judicata to the claims brought in this lawsuit.

II. UNCONSCIONABILITY BARRED BY *RES JUDICATA*

Plaintiff's Complaint alleges a cause of action for unconscionability. This cause of action is barred by the doctrine of *res judicata*. In Re Nix, CA 10-01103-HB, 2012 WL 27667 (Bankr. D.S.C. Jan. 5, 2012) (holding debtor's unconscionability cause of action was barred by doctrine of res judicata since it existed prior to the confirmation of the bankruptcy plan).

III. FRAUD CLAIMS BARRED FOR FAILURE TO ESTABLISH DAMAGES

Nationstar is entitled to summary judgment on Plaintiff's fraud cause of action because Plaintiff has not alleged sufficient facts to show she was injured. At the closing on October 5, 2007, Plaintiff signed several documents disclosing Old South's right and intention to transfer the loan and servicing rights. (Ex. 4, Compl. Mortgage, ¶20; Note, ¶1 (the Note was endorsed in to Flagstar at the closing). Plaintiff admits she was represented by counsel at the closing who was aware that Flagstar disbursed the loan proceeds enabling Plaintiff to purchase the Property. See Compl. ¶ 8. The documents signed at closing were provided to Plaintiff by her closing attorney on or about October 8, 2007. (Ex. 4, Compl., Ltr to Marks from Tuten, Oct. 7, 2013).

Plaintiff received the loan to purchase the Property, and has not alleged facts sufficient to show injury. First, Plaintiff cannot show an injury with regard to her claim that Old South did not actually fund the loan, since her loan was funded enabling her to purchase the Property. Second, Plaintiff received the benefit of the loan. Plaintiff was represented by counsel at the closing and her attorney was aware at the closing that the loan was being funded by Flagstar and not Old South. Finally, Plaintiff is current in her payments and assured the Bankruptcy Court that she would continue to remain current. Pl.'s Motion for Temp. Stay of Proceeding, Ex. A, page 8, lines 4 – 9.

IV. NOTE AND MORTGAGE ARE ENFORCEABLE AS A MATTER OF LAW

It is well-established that the mortgage follows the note and that assignment of the mortgage is not required. Union Nat'l Bank v. Cook, 110 S.C. 99,96 S.E. 484 (1918); Midfirst Bank, SSB v. C. W. Haynes, 893 F. Supp. 1304 (D.S.C. 1994). In July 2012, the South Carolina Supreme Court again held than an "assignment of a mortgage does not need to be recorded, and failure to do so has no effect on the rights of the assignee." BAC Home Loan Servicing, L.P. v. Kinder, 398 S.C. 619, 623, 731 S.E.2d 547, 549 (2012).

South Carolina's version of Article 3 of the Uniform Commercial Code governs the enforceability of negotiable instruments including promissory notes secured by mortgages on real estate. Swindler v. Swindler, 335 S.C. 245, 584 S.E.2d 438 (Ct. App. 2007). S.C. Code Ann. Section 36-3-301 provides there are three categories of persons entitled to enforce a negotiable instrument: (1) the holder of the instrument; (2) a nonholder in possession of the instrument who has rights of the holder; and (3) a party who once had possession of a now lost instrument. S.C. Code Ann. § 36-3-301. Most importantly, a party may be entitled to enforce an instrument even though it "is not the owner of the instrument." Id.

Here, by virtue of its possession of the original note, if the loan were in default, Nationstar would be the proper party to enforce the note.

ORDER

Accordingly, and based upon the discussion above, there are no issues of material fact that have been brought to the attention of this Court, and

THIS COURT NOW GRANTS NATIONSTAR'S MOTION FOR SUMMARY JUDGMENT on all of Plaintiff's causes of action.

AND IT IS SO ORDERED.

The Honorable Maile Murphy
Circuit Court Judge

September 12, 2013

STATE OF SOUTH CAROLINA COUNTY OF COLLETON	)	IN THE COURT OF COMMON PLEAS FOR THE FOURTEENTH JUDICIAL CIRCUIT
Melissa Jean Marks, Plaintiff, vs. Old South Mortgage Corporation, John Does 1-100,Nationstar Mortgage, LLC Defendant.	)	CIVIL CASE NO.: 2012-CP-15-262 **ORDER DENYING PLAINTIFF'S MOTION TO DISMISS DEFENDANT AS INTERVENING PARTY**

PATRICIA C. GRANT
COLLETON COUNTY
COMMON PLEAS
2013 OCT -9 PM 1:16

This matter came before the Court on Plaintiff Melissa Jean Marks' ("Plaintiff") Motion to Dismiss Defendant Nationstar Mortgage, LLC ("Nationstar") with prejudice, for misjoinder pursuant to Rule 21 of the South Carolina Rules of Procedure. The Court finds the relief sought by Plaintiff is barred because it has already been raised and ruled on in this action, and therefore the Plaintiff's Motion to Dismiss is respectfully DENIED.

FACTUAL AND PROCEDURAL BACKGROUND

On or about April 6, 2012, Plaintiff filed this state court action naming only Old South Mortgage Corporation and John Does 1-100 and Fictitious Corporations 1-100. Nationstar was not named as a party. After learning about the state court action, on or about May 9, 2012, Nationstar filed a motion to modify the bankruptcy stay in order to intervene in the state court action. On or about May 14, 2012, after notice that Nationstar was seeking to intervene, but prior to the hearing in the bankruptcy court on Nationstar's motion to modify the bankruptcy stay and intervene, Plaintiff filed a Motion for Summary Judgment in the state court action.

The Bankruptcy Court issued an Order Modifying Stay, which stated:

> It is not disputed by either the Debtor [Plaintiff] or the Movant [Nationstar] that Debtor is current on her post-petition payments to movant, and in fact, Debtor was current on the loan payments when the bankruptcy was filed. However, Movant would be prejudiced if Debtor were granted the relief she is seeking in the State Court Action unless Movant is allowed to intervene and assert its rights to the mortgage and underlying obligation in such action.
>
> Order Modifying Stay at 2, In Re Marks, No. 11-02619-jw (Bankr. D.S.C. May 25, 2012), Doc. No. 24.

Following the Order issued by the Bankruptcy Court, Nationstar sought to intervene in the state court action. After a hearing, Nationstar's Motion to Intervene was granted. The Order granting Nationstar's Motion to Intervene found as follows:

> I find that Nationstar may intervene as a matter of right because both prongs of Rule 24(a) are satisfied. Section 15-53-80 grants Nationstar an unconditional right to intervene because Plaintiff seeks declaratory judgment that could affect Nationstar's claim under the Note and Mortgage, which satisfies Rule 23(a)(1). Nationstar claims an interest in the action that is not being protected by any other named party as contemplated in Rule 23(a)(2), because Old South is a dissolved corporation and is not claiming any interest in the Note and Mortgage, and none of the other defendants have been served.
>
> Despite Plaintiff's argument that allowing Nationstar to intervene would cause delay and expense as Old South consents to the relief Nationstar is seeking, and because John Does 1-100 and Fictitious Corporations 1-100 were not served with process, I find that no named party will be prejudiced by Nationstar's intervention in this case.
>
> (Order Granting Nationstar Mortgage, LLC's Mot. To Intervene, Den. Mot. To Substitute Parties, & Granting Pl.'s Mot. To Continue Hr'g on Mot. for Summ. J. 2-3, Aug. 2, 2012).

Thereafter, Plaintiff filed a Motion to Compel Discovery and then filed a motion to Amend Complaint to add Fannie Mae as a defendant. Plaintiff's Motion to Amend was denied, after a hearing, because the court determined it would be futile to add Fannie Mae as a party for the following reasons: (1) Plaintiff lacked standing as a result of her Chapter 13 Bankruptcy filing; and (2) Nationstar is the proper party to enforce the note and mortgage, because it is the holder of the original note, endorsed in blank. (Order Den. Pl.'s Mot. for Leave to Amend

Compl. & Granting Pl.'s Mot. to Withdraw Mot. for Summ. J. 3-5, Feb. 27, 2013). Plaintiff then filed a Motion to Reconsider, which was denied. (Order Den. Pl.'s Mot. for Recons. of Leave to Amend Compl. and of Order Den. Pl.'s Mot. to Compel Answers to Interrogs. & Reqs. for Produc., Apr. 12, 2013).

DISCUSSION

After hearing arguments of both parties and a careful review of the record, the Court finds that Plaintiff's Motion to Dismiss Nationstar should be denied because Nationstar properly intervened in this action and is a necessary party pursuant to Rules 19(1) and 20(a) of the South Carolina Rules of Civil Procedure. The orders of this Court and the Bankruptcy Court finding that Plaintiff has standing to defend this action represent the law of the case and should not be disturbed. Because Nationstar is the holder of the note and entitled to enforce the obligations thereunder, Nationstar has both standing to defend this action and has a right to remain in this action and defend its positions as it is "so situated that the disposition of the subject of the action in [its] absence may . . . as a practical matter impede [its] ability to protect that interest." Rule 19(a), SCRCP. Misjoinder is an appropriate remedy based upon the law of this case; Nationstar is a proper party to this action and should not be dismissed.

ORDER

Accordingly, and based upon the foregoing, it is

ORDERED, ADJUDGED AND DECREED that Plaintiff's Motion to Dismiss Defendant in the above-captioned case is denied.

AND IT IS SO ORDERED.

The Honorable Maité Murphy
Circuit Court Judge

September 18, 2013

STATE OF SOUTH CAROLINA

COUNTY OF COLLETON

IN THE COURT OF COMMON PLEAS

JUDGMENT IN A CIVIL CASE

CASE NO: 2012CP1500262

Melissa Jean Marks *vs.* Old South Mortgage Corporation

CHECK ONE:

☐ **JURY VERDICT.** This action came before the court for a trial by jury. The issues have been tried and a verdict rendered.

☐ **DECISION BY THE COURT.** This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered.

☐ **ACTION DISMISSED (*CHECK REASON*):** ☐ Rule 12(b), SCRCP; ☐ Rule 41(a), SCRCP (Vol. Nonsuit); ☐ Rule 43(k), SCRCP (Settled); ☐ Other: _____

☐ **ACTION STRICKEN (*CHECK REASON*):** ☐ Rule 40(j) SCRCP; ☐ Bankruptcy;

☐ Binding arbitration, subject to right to restore to confirm, vacate or modify arbitration award;
☐ Other: _____

☐ **DISPOSITION OF APPEAL TO THE CIRCUIT COURT (CHECK APPLICABLE BOX):**
☐ Affirmed; ☐ Reversed; ☐ Remanded;
☐ Other: _____

NOTE: ATTORNEYS ARE RESPONSIBLE FOR NOTIFYING LOWER COURT, TRIBUNAL, OR ADMINISTRATIVE AGENCY OF THE CIRCUIT COURT RULING IN THIS APPEAL.

IT IS ORDERED AND ADJUDGED: ☐ See attached order; ☒ Statement of Judgment by the Court:

This matter came before this Court by way of Plaintiff's Motion For Reconsideration sought Forth pursuant to Rule 59 of the SCRCP. Because the Plaintiff's Motion does not ise any novel issues For the Court's consideration, the Plaintiff's Motion to Reconsider is respectfully DENIED.

Dated at Walterboro, South Carolina, this 6 day of November 2013.

Court Reporter:

Maite' Murphy

PRESIDING JUDGE - Maite' Murphy

This judgment was entered on the 6th day of November 2013, and a copy mailed first class this 6th day of November 2013, to attorneys of record or to parties (when appearing pro se) as follows:

Melissa Jean Marks

Harriet Pollitt Wallace 401 North Main Street Suite 100 Greenville, SC 29601
John Fulton Knobeloch 808 Johnnie Dodds Blvd.

CPFORM4M
SCCA SCRCP Form 4 Revised 06/2008

PATRICIA C. GRANT
COLLETON COUNTY
2013 NOV -6 PM 2:20

Mt. Pleasant, SC 29464

ATTORNEY(S) FOR THE PLAINTIFF(S)

ATTORNEY(S) FOR THE DEFENDANT(S)

Patricia C. Grant

Patricia C Grant - Clerk of Court

CPFORM4M
SCCA SCRCP Form 4 Revised 06/2008

STATE OF SOUTH CAROLINA)
)
COUNTY OF COLLETON)
)
MELISSA JEAN MARKS (Pro Se))
Plaintiff(s))
)
vs.)
)
OLD SOUTH MORTGAGE CORPORATION, ET AL.)
Defendant(s))

IN THE COURT OF COMMON PLEAS

12-CP-15-262

CIVIL ACTION COVERSHEET

-CP- -

(Please Print)
Submitted By: Melissa Jean Marks (Pro Se)
Address: 209 Presidential Court, Round O, SC 29474

SC Bar #: Not licensed
Telephone #: 843-819-4890
Fax #:
Other:
E-mail:

NOTE: The cover sheet and information contained herein neither replaces nor supplements the filing and service of pleadings or other papers as required by law. This form is required for the use of the Clerk of Court for the purpose of docketing. It must be filled out completely, signed, and dated. A copy of this cover sheet must be served on the defendant(s) along with the Summons and Complaint.

DOCKETING INFORMATION (*Check all that apply)*

**If Action is Judgment/Settlement do not complete*

☐ JURY TRIAL demanded in complaint. ☒ NON-JURY TRIAL demanded in complaint.
☐ This case is subject to ARBITRATION pursuant to the Court Annexed Alternative Dispute Resolution Rules.
☐ This case is subject to MEDIATION pursuant to the Court Annexed Alternative Dispute Resolution Rules.
☐ This case is exempt from ADR. (Proof of ADR/Exemption Attached)

PATRICIA C. GRANT
COLLETON COUNTY
COMMON PLEAS
2012 APR -6 AM 8:30

NATURE OF ACTION *(Check One Box Below)*

Contracts
☐ Constructions (100)
☐ Debt Collection (110)
☐ Employment (120)
☐ General (130)
☐ Breach of Contract (140)
☐ Other (199)

Torts - Professional Malpractice
☐ Dental Malpractice (200)
☐ Legal Malpractice (210)
☐ Medical Malpractice (220)
Previous Notice of Intent Case # 20____-CP-____-_____
☐ Notice/ File Med Mal (230)
☐ Other (299)

Torts – Personal Injury
☐ Assault/Slander/Libel (300)
☐ Conversion (310)
☐ Motor Vehicle Accident (320)
☐ Premises Liability (330)
☐ Products Liability (340)
☐ Personal Injury (350)
☐ Wrongful Death (360)
☐ Other (399)

Real Property
☐ Claim & Delivery (400)
☐ Condemnation (410)
☐ Foreclosure (420)
☐ Mechanic's Lien (430)
☐ Partition (440)
☐ Possession (450)
☐ Building Code Violation (460)
☒ Other (499) Declaratory Judgment/Injunctive Relief

Inmate Petitions
☐ PCR (500)
☐ Mandamus (520)
☐ Habeas Corpus (530)
☐ Other (599)

Judgments/Settlements
☐ Death Settlement (700)
☐ Foreign Judgment (710)
☐ Magistrate's Judgment (720)
☐ Minor Settlement (730)
☐ Transcript Judgment (740)
☐ Lis Pendens (750)
☐ Transfer of Structured Settlement Payment Rights Application (760)
☒ ~~Other (799) Declaratory Judgment/Injunctive Relief~~

Administrative Law/Relief
☐ Reinstate Driver's License (800)
☐ Judicial Review (810)
☐ Relief (820)
☐ Permanent Injunction (830)
☐ Forfeiture-Petition (840)
☐ Forfeiture—Consent Order (850)
☐ Other (899)

Appeals
☐ Arbitration (900)
☐ Magistrate-Civil (910)
☐ Magistrate-Criminal (920)
☐ Municipal (930)
☐ Probate Court (940)
☐ SCDOT (950)
☐ Worker's Comp (960)
☐ Zoning Board (970)
☐ Public Service Commission (990)
☐ Employment Security Comm (991)
☐ Other (999)

Special/Complex /Other
☐ Environmental (600)
☐ Automobile Arb. (610)
☐ Medical (620)
☐ Other (699)
☐ Pharmaceuticals (630)
☐ Unfair Trade Practices (640)
☐ Out-of State Depositions (650)
☐ Motion to Quash Subpoena in an Out-of-County Action (660)
☐ Sexual Predator (510)

Submitting Party Signature: Melissa J. Marks **Date:** 4/6/2012

Note: Frivolous civil proceedings may be subject to sanctions pursuant to SCRCP, Rule 11, and the South Carolina Frivolous Civil Proceedings Sanctions Act, S.C. Code Ann. §15-36-10 et. seq.

FOR MANDATED ADR COUNTIES ONLY

Allendale, Anderson, Beaufort, Clarendon, Colleton, Florence, Greenville, Hampton, Horry, Jasper, Lee, Lexington, Pickens (Family Court Only), Richland, Sumter, Union, Williamsburg, and York

SUPREME COURT RULES REQUIRE THE SUBMISSION OF ALL CIVIL CASES TO AN ALTERNATIVE DISPUTE RESOLUTION PROCESS, UNLESS OTHERWISE EXEMPT.

You are required to take the following action(s):

1. The parties shall select a neutral and file a "Proof of ADR" form on or by the 210th day of the filing of this action. If the parties have not selected a neutral within 210 days, the Clerk of Court shall then appoint a primary and secondary mediator from the current roster on a rotating basis from among those mediators agreeing to accept cases in the county in which the action has been filed.

2. The initial ADR conference must be held within 300 days after the filing of the action.

3. Pre-suit medical malpractice mediations required by S.C. Code §15-79-125 shall be held not later than 120 days after all defendants are served with the "Notice of Intent to File Suit" or as the court directs. (Medical malpractice mediation is mandatory statewide.)

4. Cases are exempt from ADR only upon the following grounds:

    a. Special proceeding, or actions seeking extraordinary relief such as mandamus, habeas corpus, or prohibition;

    b. Requests for temporary relief;

    c. Appeals

    d. Post Conviction relief matters;

    e. Contempt of Court proceedings;

    f. Forfeiture proceedings brought by governmental entities;

    g. Mortgage foreclosures; and

    h. Cases that have been previously subjected to an ADR conference, unless otherwise required by Rule 3 or by statute.

5. In cases not subject to ADR, the Chief Judge for Administrative Purposes, upon the motion of the court or of any party, may order a case to mediation.

6. Motion of a party to be exempt from payment of neutral fees due to indigency should be filed with the Court within ten (10) days after the ADR conference has been concluded.

Please Note: **You must comply with the Supreme Court Rules regarding ADR. Failure to do so may affect your case or may result in sanctions.**

STATE OF SOUTH CAROLINA,)
)
COUNTY OF COLLETON)
)
MELISSA JEAN MARKS (PRO SE))
Plaintiff,)
)
vs.)
)
OLD SOUTH MORTGAGE)
CORPORATION, JOHN DOES 1-100, and)
FICTITIOUS CORPORATIONS 1-100, Defendants)

IN THE COURT OF COMMON PLEAS

SUMMONS

FILE NO. 12-CP-15-262

TO THE DEFENDANT ABOVE-NAMED:

YOU ARE HEREBY SUMMONED and required to answer the complaint herein, a copy of which is herewith served upon you, and to serve a copy of your answer to this complaint upon the subscriber, at the address shown below, within thirty (30) days after service hereof, exclusive of the day of such service, and if you fail to answer the complaint, judgment by default will be rendered against you for the relief demanded in the complaint.

Melissa J. Marks
Plaintiff/Attorney for Plaintiff

Round O, South Carolina

Dated: 4/6/2012

Address: 209 Presidential Court, Round O, SC 29474

PATRICIA C. GRANT
COLLETON COUNTY
COMMON PLEAS
2012 APR -6 AM 8:30

SCCA 401 (5/02)

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	FOURTEENTH JUDICIAL CIRCUIT
COUNTY OF COLLETON	)	CIVIL ACTION NO.: 2012-CP-15-262
MELISSA JEAN MARKS, *Pro Se*,	)	
	)	
Plaintiff,	)	
	)	
vs.	)	**DECLARATORY JUDGMENT COMPLAINT AND PETITION FOR FOR INJUNCTIVE RELIEF**
	)	
OLD SOUTH MORTGAGE CORPORATION, JOHN DOES 1-100, and FICTITIOUS CORPORATIONS 1-100,	)	
	)	
Defendants.	)	
	)	

PATRICIA C. GRANT
COLLETON COUNTY
COMMON PLEAS
2012 APR -6 AM 8:38

TO THE ABOVE NAMED DEFENDANTS:

Plaintiff, Melissa Jean Marks, complaining of the Defendants herein, would show and allege as follows:

1. Plaintiff resides in Colleton County, South Carolina.

2. Defendant Old South Mortgage Corporation is a dissolved South Carolina corporation with its registered agent's office situated in Charleston County, South Carolina.

3. Defendants John Does 1-100 and Fictitious Corporations 1-100 are unknown individuals and business entities that may claim to have ownership or an equitable interest arising from an unrecorded assignment of mortgage and lien against the real property that is subject to this civil proceeding.

4. This Circuit Court has jurisdiction over the parties hereto and subject matter hereof by virtue of the fact the subject real property is situated in Colleton County, South Carolina, and this Circuit Court has jurisdiction over the Colleton County Register of Deeds.

5. Venue of this action is proper in this Circuit Court.

6. In August-October 2007, Plaintiff retained the services of Sean Davis, an employee of Defendant Old South Mortgage Corporation (hereinafter "Defendant Old South"), to secure financing for the purchase of her first home and only residence at 209 Presidential Court, Round O, Colleton County, South Carolina (hereinafter "home"). **Exhibits 1 and 2** are incorporated herein by reference.

7. Plaintiff is the sole holder of legal title to her home, and except for the mortgage, the title is free and clear of liens. **Exhibit 3** is incorporated herein by reference.

8. Plaintiff retained Dorcas Tuten, Esq., (hereinafter "Ms. Tuten") to handle the closing at Ms. Tuten's office in Walterboro, Colleton County, South Carolina, and the closing was on October 5, 2007. **Exhibit 4** is incorporated herein by reference.

9. Pursuant to the legal instruments recorded in the Colleton County Register of Deeds, Defendant Old South is the only registered lender/lien holder against Plaintiff's home.

10. Pursuant to the research and professional opinion of Edisto Title Services, Inc., dated November 29, 2011, no assignments of mortgage have been recorded in the Colleton County Register of Deeds. **Exhibit 5** is incorporated herein by reference.

11. Pursuant to Plaintiff's personal research of the documents recorded in the Colleton County Register of Deeds, Plaintiff obtained additional documents related to retiring the title to her manufactured home, which were generated and filed by Ms. Tuten on behalf of the parties and are not assignments of mortgage. **Exhibit 6** is incorporated herein by reference.

12. Ms. Tuten did not identify Defendant Old South as a secured party in the Manufactured Home Lien Affidavit recorded on November 5, 2007, although she knew or should have known that Defendant Old South was the only registered lender/lien holder

against Plaintiff's home pursuant to the mortgage recorded in the Colleton County Register of Deeds at the time. **(Exhibit 6)**

13. Pursuant to Title 30, Public Records, Chapter 7, Recordation Essential to Validity, of the South Carolina Code of Laws, Defendants John Does 1-100 and Fictitious Corporations 1-100 knew or should have known that when they or their agents decided not to record assignments of mortgage in the Colleton County Register of Deeds in compliance with the requirements of that chapter, they assumed the risk that a subsequent purchaser or subsequent creditor could successfully petition the court to invalidate an original note holder's lien against Plaintiff's home without notifying assignees that are unknown at the time the petition is filed with the court.

14. Pursuant to the South Carolina Constitution, Article I, Section 3, Plaintiff is legally entitled to receive equal protection of the laws with respect to her title to and financial investment in her home, and therefore, is entitled to receive the same legal protections and remedies under Title 30, Chapter 7, as a subsequent purchaser and subsequent creditor referenced in S.C. Code § 30-7-30.

15. Upon information and belief, Defendant Old South abandoned its lien against Plaintiff's home without recourse immediately after the closing, and Plaintiff has never received constructive, actual, express, or personal notice of the existence of a lawful assignee/lien holder against her home.

16. Pursuant to the public records of the South Carolina Secretary of State, Defendant Old South was dissolved on December 29, 2008, a fact that was discovered by Plaintiff in late November 2011. **Exhibit 7** is incorporated herein by reference.

17. Pursuant to S.C. Code § 33-14-105, a dissolved corporation may not carry on any business except that appropriate to wind up and liquidate its business and affairs and must wind up and liquidate its business affairs as expeditiously as practicable.

18. Defendant Old South is prohibited by South Carolina law to maintain and dispose of its corporate assets years after it was dissolved by its own voluntary acts or by administrative acts of the South Carolina Secretary of State.

19. At the latest, Defendant Old South, the only registered lender/lien holder of record, abandoned its legal rights with respect to the mortgage, note, and lien against Plaintiff's home when it dissolved the corporation and wound up and liquidated its business affairs in 2008.

20. Upon information and belief, there are no lawful assignees/lien holders against the title to Plaintiff's home arising from the original mortgage recorded in the Colleton County Register of Deeds in the name of Defendant Old South as "Lender" due to fraudulent, illegal, or unconscionable acts committed by Defendant Old South and/or its intended assignees and/or their agents; therefore, Plaintiff filed this action for declaratory judgment and petition for injunctive relief.

21. On October 5, 2007, Plaintiff received a "First Payment Letter" from Defendant Old South notifying Plaintiff that, "the servicing of your mortgage loan, that is, the right to collect payments from you is being assigned sold or transferred to Flagstar Bank, FSB [...]." **Exhibit 8** is incorporated herein by reference.

22. Plaintiff assumed that Flagstar was the loan servicer on behalf of Defendant Old South since Defendant Old South was identified as "Lender" in the original mortgage and note

that she signed at the closing.

23. Plaintiff made monthly mortgage payments to Flagstar from October 2007 to September 2009; she never missed a payment and never intentionally paid late. **Exhibit 9** is incorporated herein by reference.

24. In May 2009, Flagstar claimed it did not receive a mortgage payment that Plaintiff timely mailed, and in a conversation with a Flagstar representative, Plaintiff was informed that the late fee would not be waived.

25. Plaintiff failed to discover Flagstar did not register her payment as received in its database until several days after the grace period expired, and as soon as she discovered it, Plaintiff paid the mortgage payment and stopped payment on the check she had timely mailed to Flagstar. **Exhibit 10** is incorporated herein by reference.

26. On September 16, 2009, Flagstar notified Plaintiff her escrow payments will be increased and her monthly payment would be increased from $680.93 to $746.51 because it had allowed an escrow shortage to occur, and the increase in her mortgage payment caused temporary hardship because Plaintiff had not budgeted for that amount. **Exhibit 11** is incorporated herein by reference.

27. The foregoing negative experiences taught Plaintiff the importance of personally and carefully monitoring her account status online each month to ensure her payments are being recorded by the company as timely received on or about the first date of the month and that her escrow account is being managed properly.

28. On September 16, 2009, Flagstar notified Plaintiff it was transferring the servicing of her loan to Nationstar Mortgage LLC (hereinafter "Nationstar"). **Exhibit 12** is

incorporated herein by reference.

29. In violation of Flagstar's representation that Nationstar would honor the terms of the original mortgage, Nationstar sent Plaintiff a deficiency notice demanding that she increase her property insurance coverage to $74,400 on October 14, 2009. **Exhibit 13** is incorporated herein by reference.

30. Plaintiff refused to increase her property insurance coverage and informed Nationstar that she has always had the required amount of coverage, which is $67,120, pursuant to the Hazard Insurance Authorization and Requirements she signed at the closing requiring coverage in an amount equal to the lesser of loan amount or replacement cost from property appraisal; the appraisal states the replacement cost new of the dwelling is $61,620 and $5,500 for the delivery, installation, setup and other depreciated site improvements. **Exhibit 14** is incorporated herein by reference.

31. Nationstar sent Plaintiff notices regarding the Equity Accelerator Program, the U.S. Treasury's Making Home Affordable Program, the Home Affordable Modification Program, the Home Affordable Refinance Program, and the Alternative Assistance Programs, and Plaintiff filed these letters without considering these options because she understood if she applied for one of these programs, that might constitute entering into a new contractual agreement with Nationstar, which she did not want to do. **Exhibit 15** is incorporated herein by reference.

32. Plaintiff was unhappy that Flagstar transferred her home loan account to Nationstar after servicing her loan for only two years and found Flagstar's reason for doing so—"investors' needs"—frivolous and unacceptable; nevertheless, Plaintiff decided to honor the original mortgage and continued to send Nationstar mortgage payments for the following

reasons: (a) she did not discover the Defendants' fraudulent, illegal, or unconscionable acts until late November 2011; (b) she believed during the time period September 2009 – November 2011 that Nationstar could and would successfully foreclose on her home if she refused to continue to send Nationstar the mortgage payments; and (c) she did not discover that she had a basis under law and equity to challenge Nationstar's legal standing to collect payments from her or foreclose until she personally conducted her own extensive research in late November 2011 – March 2012.

33. Plaintiff made monthly mortgage payments to Nationstar from October 2009 to the present; she has never missed a payment and has never paid late. **Exhibit 16** is incorporated herein by reference.

34. Due to the loss of a secondary source of income, rising gas and food prices, and other circumstances beyond her control, Plaintiff filed a Chapter 13 bankruptcy proceeding on or about April 20, 2011, to begin the process of resolving her unsecured debts within her ability to pay.

35. Upon receipt of notice Plaintiff filed a Chapter 13 bankruptcy proceeding, Nationstar terminated Plaintiff's access to her account online via the Internet and 24-hour automated account information by phone and stopped sending her monthly billing statements (payment receipts).

36. In December 2011, Plaintiff obtained from her bankruptcy attorney a copy of the proof of claim Nationstar filed against her in her bankruptcy proceeding on April 29, 2011, and Plaintiff discovered that Nationstar did not attach any documents establishing how or when the original mortgage and note Plaintiff signed at the closing had been lawfully transferred or

assigned to Nationstar. **Exhibit 17** is incorporated herein by reference.

37. In June 2011, the bankruptcy court approved Plaintiff's Amended Chapter 13 Plan (hereinafter "the Plan"). **Exhibit 18** is incorporated herein by reference.

38. The Plan indicates zero arrearage on Plaintiff's mortgage payments, the Plan exempts the mortgage from the Plan administered by the bankruptcy Trustee, and the Plan requires Plaintiff to personally pay her mortgage payments directly to Nationstar according to the original terms of the mortgage.

39. Plaintiff contacted Nationstar to request that her account access online, by phone (24-hour automated), and her monthly billing statements be reinstated since the mortgage is exempt from the Plan and she is personally responsible to make her mortgage payments, not the bankruptcy Trustee.

40. Nationstar refused to reinstate Plaintiff's access to her account information online, by phone (24-hour automated), and monthly billing statements.

41. Nationstar required, and still requires, Plaintiff to call the bankruptcy services office during office hours to obtain verbal information regarding her account, which is an unacceptable way of doing business by Plaintiff's and arguably most prudent people's standards.

42. Plaintiff believes that obtaining and maintaining written payment receipts from Nationstar is the best way to deter or defend against false claims of late or insufficient payments on her account and that Nationstar was violating her customary consumer rights by refusing to send her written receipts for each of her monthly payments upon her request.

43. Plaintiff contacted her bankruptcy attorney for assistance, and on July 29, 2011,

Plaintiff's bankruptcy attorney sent Nationstar written authorization to contact Plaintiff regarding her monthly billing statements. **Exhibit 19** is incorporated herein by reference.

44. Plaintiff contacted the bankruptcy services office at Nationstar and offered to fax to the representative the authorization letter from her bankruptcy attorney and explained the mortgage is exempt from the Plan, but the representative explained there are no exceptions to Nationstar's policy of terminating account access online and monthly billing statements once an account holder has filed for bankruptcy.

45. Plaintiff spoke to two representatives at Nationstar's bankruptcy services office but they both refused to reinstate Plaintiff's account access online and her monthly billing statements.

46. Nationstar knows or should know it is not unlawful for Nationstar to permit Plaintiff account access online, by phone (24-hour automated), and to send Plaintiff monthly billing statements with Plaintiff's and her attorney's written permission.

47. Nationstar knows or should know that Plaintiff and Plaintiff's attorney are estopped from making a claim against Nationstar in the bankruptcy proceeding for reinstating Plaintiff's account access online, by phone (24-hour automated), and her monthly billing statements upon their request.

48. For the foregoing and other reasons, Plaintiff believes Nationstar's actions are unreasonably prejudicial to Plaintiff's customary consumer rights as an account holder to 24-hour account access online and by phone and written receipts for her payments showing how her payments are being allocated toward principal, interest, and escrow each month and believes Nationstar's actions constitute bad faith.

49. Plaintiff believes Nationstar's actions are more likely for the purpose of making it more difficult for her to protect or defend herself in the event it attempts to make a false claim against her for late or insufficient mortgage payments or unpaid fees after she emerges from bankruptcy protection because this is a tactic that has been used by Countrywide and perhaps other lenders to foreclose on debtors' homes as soon as they emerge from bankruptcy protection. **Exhibit 20** is incorporated herein by reference.

50. In an attempt to obtain government assistance to compel Nationstar to reinstate Plaintiff's 24-hour account access online and by phone and her monthly billing statements, Plaintiff phoned in a complaint against Nationstar with the Federal Trade Commission, Complaint Reference No. 32528947, on September 20, 2011, and the representative recommended she contact her state attorney general's office for assistance.

51. Plaintiff researched the South Carolina consumer complaint procedures and filed a complaint against Nationstar with the South Carolina Department of Consumer Affairs (the "SCDCA") on October 2, 2011.

52. On November 8, 2011, Nationstar responded to the inquiry of the SCDCA, "Please be advised Nationstar Mortgage does not provide contractual statements or online access to customers that have been involved in bankruptcy unless the debt was reaffirmed." **Exhibit 21** is incorporated herein by reference.

53. Nationstar knows or should know that reaffirming a debt is an issue that typically arises in a Chapter 7 proceeding, not a Chapter 13 proceeding where the mortgage is exempt from the Plan, and that Plaintiff had filed a Chapter 13 proceeding.

54. In lieu of reinstating Plaintiff's account access online and by phone and her

monthly billing statements, Nationstar sent Plaintiff a payment coupon booklet on November 8, 2011, and copied the SCDCA, which Plaintiff viewed as an offensive and inadequate response to her complaint. **Exhibit 22** is incorporated herein by reference.

55. In consideration of Nationstar's foregoing actions and statements, Plaintiff began to suspect that Nationstar may be a disreputable company that routinely engages in predatory business practices and that Nationstar may not actually have legal standing to collect mortgage payments from her or foreclose on her home; therefore, Plaintiff began conducting extensive research, including contacting attorneys and a title researcher for information and assistance.

56. Plaintiff discovered over 100 pages containing consumer complaints against Nationstar at consumer websites accessible via the Internet, and although the Better Business Bureau recently gave Nationstar a baffling A+ rating, the Better Business Bureau's current records reveal that it has received and closed 760 consumer complaints against Nationstar, with 379 complaints being closed within the last 12 months. **Exhibit 23** is incorporated herein by reference.

57. Plaintiff also discovered that in 2004 a Fannie Mae Foundation publication summarizes servicer abuses as follows: "This article discusses the opportunistic and abusive behavior of some servicers of residential mortgages toward borrowers whose loans they service. Such abuse includes claiming that borrowers are in default and attempting to foreclose even when payments are current, charging borrowers unwarranted late fees and other kinds of fees, force-placing insurance even when borrowers already have a policy, and mishandling escrow funds." **Exhibit 24** is incorporated herein by reference.

58. Plaintiff has suffered such abuses and is at substantial risk of suffering even

greater abuses in the future, including an unlawful foreclosure, which could potentially result in Plaintiff being further defrauded and ultimately cheated out of her home and her in excess of thirty thousand dollars ($30,000) of investment toward the purchase and maintenance of it.

59. Now that Plaintiff is aware of her current damages, a clouded title to her home and the costs of this proceeding to resolve it, and is aware that she is at substantial risk of being subjected to additional servicer abuses, including an unlawful foreclosure, Plaintiff has a legal duty to act to mitigate her current damages and to protect herself from suffering foreseeable additional damages in the future.

60. Plaintiff's substantial risk of being subjected to an unlawful foreclosure based on a servicer's fraudulent misrepresentations and forged documents is not mere speculation, but it is a reality based on the facts and the wealth of evidence Plaintiff discovered and read in the public domain.

61. For example, since Fannie Mae and Freddie Mac servicers are overwhelming the South Carolina court dockets with foreclosure proceedings, the South Carolina Supreme Court intervened and issued administrative orders in 2009 and 2011 to force the parties to attempt to work out loan modification agreements or other loss mitigation efforts in lieu of foreclosure; nevertheless, a foreclosure may still proceed if a servicer persuades the court that it has complied with these orders. **Exhibit 25** is incorporated herein by reference.

62. As another example, on October 12, 2010, the Attorney General of the State of Florida wrote a letter to Bank of America and other members of Mortgage Electronic Registration Systems, Inc. (hereinafter "MERS") that participated in the MERS system and stated as follows: "I was distressed to learn from media reports that your company may have

engaged in filing faulty affidavits in foreclosure cases in Florida courts with regard to ownership of promissory notes and affidavits that attested to personal knowledge of facts when, in fact, the affiant had no such personal knowledge. The net effect of these actions, among other things, has been to cast a shadow on the title to these properties which is of such proportions that at least one major title company is now refusing to write title insurance on foreclosed properties. Even more disturbing is that some of these foreclosed properties have already been sold and resold, and now their titles are in question, which may substantially slow the economic recovery for the citizens of Florida. [...] I look forward to our discussion and trust you will assist us in our efforts to come up with a creative solution to restore Floridians' faith in the judicial foreclosure process as well as maintaining the viability and marketability of real property titles in Florida." **Exhibit 26** is incorporated herein by reference.

63. Plaintiff was dissatisfied with Nationstar's response to her consumer complaint and the SCDCA's inquiry but Plaintiff has not contacted the SCDCA since she filed her complaint because she decided to pursue legal remedies in this honorable court.

64. Presumably on its own accord, the SCDCA contacted Nationstar regarding the insufficiency of its response, and on December 19, 2011, Nationstar produced a supplementary response, which included Plaintiff's payment history. **Exhibit 27** is incorporated herein by reference.

65. Upon recommendation of a Colleton County real estate attorney, Plaintiff retained Edisto Title Services to research and report to her whether any assignments of mortgage have been filed in the Colleton County Register of Deeds and whether Flagstar and Nationstar are entirely separate legal entities.

66. On November 29, 2011, Todd Balish of Edisto Title Services issued a report finding, "one mortgage to Old South Mortgage Corp. (MERS, Inc.) recorded in Book 1567, Page 193. We find no assignments of record. We have checked Old South Mortgage Corp. and NorthStar, NationStar and Flagstar Bank for any name changes or mergers and find none." **(Exhibit 5)**

67. In November 2011, Plaintiff reviewed the closing documents she had signed or initialed in October 2007 **(Exhibit 4)** and determined the first place to start her research is to gain a better understanding of MERS.

68. Beginning in November 2011 to March 2012, Plaintiff read a wealth of information in the public domain regarding numerous challenges to the legality of MERS mortgage transactions and foreclosures, including challenges presented by homeowners, county recorders, and state attorneys general expressing concerns about clouded property titles and millions of illegal home foreclosures that were based on forged or insufficient documents and county governments pursuing claims against MERS in the range of millions of dollars in lost assignment recording fees over the years since the MERS system was created and implemented by founding member, Fannie Mae, in 1997.

69. Prior to the November 2011 to March 2012 time period, Plaintiff did not know that MERS was created by and affiliated with Fannie Mae and did not know that MERS mortgage transactions had been declared unenforceable by some courts or that there was a nationwide controversy regarding the legality of the MERS system.

70. Plaintiff discovered New York's U.S. Bankruptcy Court ruled that MERS' business practices are illegal, and a professor of economics, L. Randall Wray, wrote an article published

by The Huffington Post on February 16, 2011, that summarizes and explains succinctly exactly why MERS mortgage transactions are illegal, invalid, and unenforceable, including the full text of the court's opinion referenced therein. **Exhibit 28** is incorporated herein by reference.

71. Plaintiff discovered the Sumter County Court of Common Pleas, South Carolina, ruled that MERS had no legal standing to appear in the court in order to foreclose on the defendant's home because MERS is judicially estopped from asserting a different position than it asserted before the court in Nebraska in order to avoid the state's licensing and regulatory system applicable to mortgage lenders. **Exhibit 29** is incorporated herein by reference.

72. On August 28, 2009, the Kansas Supreme Court quoted the Nebraska opinion, "The Nebraska Supreme Court found in favor of MERS, noting that 'MERS has no independent right to collect on any debt because MERS itself has not extended credit, and none of the mortgage debtors owe MERS any money.' 270 Neb. At 535, 704 N.W.2d 784." **Exhibit 30** is incorporated herein by reference.

73. On December 7, 2006, and March 30, 2010, Fannie Mae issued announcements regarding changes to its Servicing Guide Part VIII, Section 105, that MERS must not be named as a plaintiff in any judicial or non-judicial action filed to foreclose on a mortgage owned or securitized by Fannie Mae. **Exhibit 31** is incorporated herein by reference.

74. On January 18, 2012, John L. O'Brian, Jr., of the Southern Essex District Registry of Deeds, Massachusetts, issued a press release calling for a criminal investigation and stating with regard to MERS and its members, "There is no question in my mind that the officers of these banks and loan processing servicers made a conscious decision to commit fraud and participate in a scheme to deprive the public from knowing the true holder of their mortgage

while at the same time avoiding paying billions of dollars in recording fees. It is my opinion that they acted as a criminal enterprise, crossing state lines to commit their crimes and in most cases using the U.S. Postal Service to send these documents to registries of deeds, thereby committing mail fraud." **Exhibit 32** is incorporated herein by reference.

75. Pursuant to MERS' and Fannie Mae's own websites, its members do not intend to record assignments of mortgage in the county register of deeds; (a) MERS states, "MERS acts as nominee in the county land records for the lender and servicer. Any loan registered on the MERS System is inoculated against future assignments because MERS remains the mortgagee no matter how many times servicing is traded."; and (b) Fannie Mae states, "The Mortgage Electronic Registration System (MERS) was created by mortgage industry participants to streamline the mortgage process by eliminating the need to prepare and record paper assignments of mortgages. Fannie Mae was a founding member of MERS when MERS was launched in 1997." **Exhibit 33** is incorporated herein by reference.

76. It states on page 3 of Fannie Mae Announcement SVC-2010-05, dated March 30, 2010, as follows: "Therefore, when MERS is the mortgagee of record, the servicer must prepare a mortgage assignment from MERS to the servicer, and then bring the foreclosure in its own name, unless Fannie Mae specifically requires that the foreclosure be brought in the name of Fannie Mae." **(Exhibit 31)**

77. The foregoing evidences Fannie Mae's directive to its servicers to file assignments of mortgage in their own name or in Fannie Mae's name before bringing a foreclosure action, which means an assignment may never be recorded in some cases.

78. In its letter of October 12, 2009, Nationstar stated, "The transfer of ownership of

your mortgage loan has not been publicly recorded." **Exhibit 34** is incorporated herein by reference.

79. Although Nationstar admitted that it had not recorded an assignment of mortgage in October 2009, Plaintiff reasonably but mistakenly believed at the time that Nationstar would do so as soon as possible.

80. Upon information and belief, MERS and/or Fannie Mae assigned Flagstar and Nationstar the role of debt collectors/account managers with respect to the mortgage against Plaintiff's home, and Fannie Mae paid Flagstar and Nationstar fees to do so pursuant to complex, confidential servicing agreements. **Exhibit 35** is incorporated herein by reference.

81. In Fannie Mae's servicing agreement with Nationstar, it references the assets transferred to Nationstar on or before September 30, 2009, "including Fannie Mae Rights formerly serviced by Flagstar Capital Markets Corporation," which coincides with the time period Plaintiff's home loan account was transferred from Flagstar to Nationstar for servicing. **(Exhibits 12 & 35)**

82. On January 3, 2012, Plaintiff requested and reviewed her credit report for the first time since before the closing and discovered that in the comments block Equifax refers to the mortgage against her home as a "Fannie Mae account" as far back as October 2007, the month and year she purchased the home, with respect to both Flagstar's and Nationstar's reporting of the mortgage, that Defendant Old South does not appear in this reporting, and the MERS website currently identifies Nationstar as "servicer" and Fannie Mae as "investor." **Exhibit 36** is incorporated herein by reference.

83. Defendant Old South was identified on the original mortgage as "Lender" and on

the original note as "Lender" (note/lien holder), and it appears that a representative of Defendant Old South stamped the note indicating its abandonment of its lien against Plaintiff's home to Flagstar without recourse. **(Exhibit 17)**

84. On or about February 28, 2012, Plaintiff called Ms. Tuten's office and inquired of Ms. Tuten's assistant whether Defendant Old South or Flagstar had loaned her the money to finance the purchase of her home at the closing, and Ms. Tuten's assistant advised Plaintiff that the money came from Flagstar [by wire] and Defendant Old South was just the broker and had nothing more to do with the loan after the closing. **(Exhibit 4, Wire Advice)**

85. Upon information and belief, Defendant Old South did not loan Plaintiff any money to purchase her home, and Defendant Old South caused or allowed itself to be falsely identified as "Lender" in the original mortgage and note Plaintiff signed at the closing.

86. Even if Defendant Old South had loaned Plaintiff the money to purchase her home solely out of its own financial resources, by Defendant Old South's own decisions and actions, it abandoned or destroyed whatever equitable interest it may have had in the mortgage and note against Plaintiff's home.

87. Upon information and belief, Flagstar did not loan Plaintiff the money to purchase her home solely out of its own financial resources because if Flagstar had done so, Plaintiff cannot fathom why Flagstar did not insist that it be identified on the original mortgage and note as "Lender" and to thereby record and preserve its legal rights in the Colleton County Register of Deeds in its own name.

88. Even if Flagstar had loaned Plaintiff the money to purchase her home solely out of its own financial resources, Flagstar reportedly applied and received $266 million from the

U.S. Government's Troubled Asset Relief Program in early 2009 and received an economic benefit from eliminating "non-performing residential loans" off its balance sheet by 2010, and Flagstar voluntarily transferred Plaintiff's home loan account to Nationstar in September 2009. **Exhibit 37** is incorporated herein by reference.

89. Consequently, by Flagstar's own decisions and actions, it abandoned or destroyed whatever equitable interest it may have had in the original mortgage and note against Plaintiff's home.

90. Nationstar did not loan Plaintiff any money to finance the purchase of her home, and upon information and belief, Nationstar has not paid substantial consideration to purchase Plaintiff's home loan account, rather, MERS and/or Fannie Mae assigned Nationstar the role of "servicer" (debt collector/account manager) in place of Flagstar, and Nationstar is paid fees to manage Plaintiff's home loan account on behalf of unidentified private investors pursuant to its servicing agreement with Fannie Mae. **(Exhibit 35)**

91. In consideration of the foregoing, and upon information and belief, Nationstar does not have and never had lawful ownership of or a substantial equitable interest in the original mortgage and note against Plaintiff's home.

92. Plaintiff contends the words and phrases used in the mortgage, note and letters Plaintiff received from Defendant Old South, Flagstar, and Nationstar contain boilerplate language that is so overly broad, vague, and contradictory that none of the documents constitute actual notice to Plaintiff or to the public of the true and correct original lender and lien holder against Plaintiff's home or the true and correct intended assignees and beneficiaries of the mortgage at any given point in time since the closing.

93. Since the Equifax credit report indicates Plaintiff's home loan account was always a "Fannie Mae account," including during the time frame that Flagstar was servicing it **(Exhibit 36)**, Plaintiff's home could have been financed with funds provided by Fannie Mae and/or unidentified private investors acting through Fannie Mae. **(Exhibit 12)**

94. Pursuant to its own website, Fannie Mae publicly states, "Our charter does not permit us to originate loans or lend money directly to consumers in the primary mortgage market." **Exhibit 38** is incorporated herein by reference.

95. Plaintiff did not knowingly, intentionally, or voluntarily enter into a mortgage with Fannie Mae; Fannie Mae is not identified as the mortgagee or lender in the original mortgage and is not identified as lender (lien holder) in the original note she signed at the closing.

96. In consideration of the foregoing, MERS, Flagstar, Nationstar, and Fannie Mae have never produced sufficient documentary evidence to the public or to Plaintiff establishing that they lawfully obtained ownership of the original mortgage and note Plaintiff signed at the closing, and Plaintiff contends that it is clear from the facts and prima facie evidence submitted herein that they will never be able to do so.

97. In consideration of the foregoing, Plaintiff contends MERS, Flagstar, Nationstar, Fannie Mae, and the unidentified private investors have no legal standing to appear in this proceeding, and Defendant Old South is the only known party in interest that has legal standing to appear by virtue of being identified as "Lender" in the original mortgage and note Plaintiff signed at the closing, with Defendant Old South being the only registered lender/lien holder against Plaintiff's home in the Colleton County Register of Deeds.

98. Upon information and belief, the individuals and business entities with a potential equitable interest in the mortgage and note against Plaintiff's home are Defendants John Does 1-100 and Defendants Fictitious Corporations 1-100, which represent the unidentified and unknown private investors in Plaintiff's mortgage acting through Fannie Mae.

99. Upon information and belief, since Plaintiff's mortgage was most likely bundled with thousands or millions of other mortgages and sold to Defendants John Does 1-100 and Defendants Fictitious Corporations 1-100 in the secondary market as part of a complex securitization process administered through Fannie Mae, it may prove difficult and expensive, if not impossible, to determine with a reasonable degree of certainty the exact identities and nominal amount of equitable interest each individual private investor may have in the mortgage and note against Plaintiff's home, and Plaintiff contends this honorable court and she have no legal obligation to attempt to do so.

100. In the CRS Report for Congress, dated September 15, 2008, it states, "On September 7, 2008, the Federal Housing Finance Agency (FHFA) placed Fannie Mae and Freddie Mac, two government-sponsored enterprises (GSEs) that play a critical role in the U.S. home mortgage market, in conservatorship. As conservator, the FHFA has full powers to control the assets and operations of the firms. Dividends to common and preferred shareholders are suspended, but the U.S. Treasury has put in place a set of financing agreements to ensure that the GSEs continue to meet their obligations to holders of bonds that they have issued or guaranteed. This means that the U.S. taxpayer now stands behind about $5 trillion of GSE debt." **Exhibit 39** is incorporated herein by reference.

101. In consideration of the foregoing CRS Report for Congress, whatever nominal

equitable interest each individual private investor may have in the mortgage and lien against Plaintiff's home may eventually be fully or partially reimbursed or liquidated by the U.S. Government, depending on the final decisions the U.S. Congress has yet to make in order to fully resolve the financial crisis of 2008 and to decide the fate of Fannie Mae and Freddie Mac as to whether they will be reformed or dissolved.

102. In consideration of the foregoing, whether or not Defendants John Does 1-100 and Defendants Fictitious Corporations 1-100 have an equitable interest in the mortgage and note against Plaintiff's home and are entitled to receive further compensation is arguably a matter for the federal authorities to decide in separate legal proceedings.

103. Regardless of what the federal authorities decide, Plaintiff did not knowingly, intentionally, or voluntarily enter into a mortgage with Defendants John Does 1-100 and Defendants Fictitious Corporations 1-100, therefore, she contends she has no personal liability for whatever financial loss they may sustain for choosing to invest in securitized mortgages administered through Fannie Mae.

104. Even if the identities of Defendants John Does 1-100 and Defendants Fictitious Corporations 1-100 were known and Plaintiff served them all with this Complaint, they could not appear in this proceeding only to demand that this honorable court disregard the rule of law and allow them to unlawfully assert and maintain a lien against Plaintiff's home.

FOR A FIRST CAUSE OF ACTION
(Fraudulent Misrepresentations of Material Facts)

105. Plaintiff asserts each and every paragraph of this Complaint as if repeated herein.

106. Upon information and belief, Defendant Old South produced or caused to be

produced an original mortgage and note for Plaintiff's signature at the closing on October 5, 2007, with the original mortgage she signed being subsequently recorded in the Colleton County Register of Deeds on October 9, 2007, that contained fraudulent misrepresentations of material facts in that they falsely identify "Old South Mortgage Corp" as "Lender" (lien holder) in both documents (hereinafter "fraudulent misrepresentations"). **(Exhibit 4)**

107. The fraudulent misrepresentations misled Plaintiff to believe that Defendant Old South was the "Lender" and that the separate documents that she had signed or initialed simply notified her that Flagstar Bank will be the loan servicer (debt collector/account manager) on behalf of Defendant Old South.

108. Defendant Old South never disclosed or explained to Plaintiff at any time before, during, or after the closing that MERS, Fannie Mae, and/or unidentified private investors were the intended owners of the mortgage and lien holders against her home as of the date of the closing.

109. Upon information and belief, Defendant Old South was a state licensed company that employed state licensed employees that knew or should have known the fraudulent misrepresentations could mislead Plaintiff and induce her to sign or initial the closing documents without raising any questions or objections at the closing.

110. Plaintiff retained the services of an attorney, Ms. Tuten, to handle the closing, and Plaintiff reasonably relied upon Ms. Tuten to inform Plaintiff if there were any legal defects or fraudulent misrepresentations contained in the documents Plaintiff was asked to sign or initial at the closing.

111. Ms. Tuten permitted Plaintiff to sign or initial all the closing documents without

ever expressing any concerns or objections to Plaintiff, and Ms. Tuten never disclosed or explained to Plaintiff that MERS, Fannie Mae, and/or unidentified private investors were the intended owners of the mortgage and lien holders against her home as of the date of the closing.

112. Prior to the closing, Plaintiff was familiar with Fannie Mae and knew that it was created by the federal government and is still largely controlled and subsidized by the federal government.

113. Plaintiff would have refused to sign the closing documents if Fannie Mae was identified as "Lender" in the original mortgage and note she signed at the closing because she neither desired nor requested a government loan.

114. As a result of the fraudulent misrepresentations, Plaintiff was deceived and deprived of her consumer right of choice between lenders and loan products, and this has caused Plaintiff to sustain damages—a clouded property title and the costs of this action to resolve it—and to involuntarily assume substantial risk of sustaining additional servicer abuses and future damages over the entire 30-year term, including an unlawful foreclosure.

115. Upon information and belief, now that the members of MERS, the mortgage industry, and the private investors in mortgage-backed securities are aware of the legal defects and nationwide challenges questioning the legality and enforceability of MERS mortgage transactions, the members of MERS have been aggressively foreclosing on homes as fast as possible, even going so far as to falsify legal grounds and/or falsify or forge legal documents in order to unlawfully foreclose on countless homes nationwide.

116. Prior to the closing, Plaintiff knew that a conventional loan is generally defined

and understood as a "real estate loan (usually from a bank or savings and loan association) not involving government participation by way of insurance (FHA) or guarantee (VA)." Blacks Law Dictionary, Sixth Ed.

117. Prior to the closing, Plaintiff knew that she could attempt to finance her home through loans provided by private individuals or some form of government loan or conventional loan product, and she intentionally requested and was promised a conventional loan product from Defendant Old South.

118. Prior to the closing, Plaintiff desired and requested a conventional loan product because mortgage companies and banks must be licensed and regulated by federal or state regulatory agencies, and she believed such licensing and oversight may result in her having at least some government protections from fraudulent and predatory business practices.

119. Prior to the closing, Plaintiff knew that if she requested a government loan, it could result in more red tape in the application process and a conflict of interest in the government's regulatory duties with respect to the loan by virtue of the government's financial interest in the loan, so Plaintiff decided not to request a government loan.

120. Defendant Old South promised Plaintiff a conventional loan product and never disclosed or explained to Plaintiff before, during, or after the closing that it intended to produce and did produce a form of government loan product at the closing.

121. Fannie Mae currently holds itself out to the public as a "private" institution, and Plaintiff contends this would be laughable if it were not such an outrageous misrepresentation to the public.

122. Fannie Mae presumably relies on the term "government sponsored entity" and

the addition of a few privatized features to justify its misrepresentation to the public that it was "privatized" while it still has a government charter and is still largely controlled and subsidized by the federal government.

123. Since Fannie Mae was created by the federal government and has always been so closely tied to and controlled and subsidized by the federal government, Plaintiff contends it is a misrepresentation to hold it out to the public as a "private" institution, which infers that its investments will not be guaranteed by the federal government, and to suggest that a mortgage originated or owned by Fannie Mae is a "conventional loan."

124. Indeed, in the CRS Report for Congress, dated September 15, 2008, it states, "Fannie Mae and Freddie Mac are government-sponsored enterprises (GSEs) – shareholder-owned corporations **with government charters** – that play a central role in mortgage finance. They buy home mortgages from the original lenders, repackage them as mortgage-back securities (MBSs), and either sell them or hold them in their own investment portfolios. **In 2008, Fannie and Freddie have purchased about 80% of all new home mortgages in the United States." (Exhibit 39, emphasis added)**

125. The author of the foregoing CRS Report for Congress admitted that Fannie Mae and Freddie Mac had somehow "purchased" 80% of all "new" home mortgages by 2008, and since the original mortgage against Plaintiff's home was signed October 5, 2007, she reasonably assumes her mortgage was included in this calculation.

126. Fannie Mae's charter only authorizes it to purchase "existing" mortgages, and Plaintiff, and arguably most reasonable people, would not agree to allow the terms "new" and "existing" to be used interchangeably if that is being done for the purposes of deceiving the

public and of committing unauthorized or unlawful acts.

127. As a result of the boilerplate, overly broad, vague, and contradictory language used in all the documents that Defendant Old South produced or caused to be produced to Ms. Tuten for Plaintiff to sign or initial at the closing, in combination with the fraudulent misrepresentations, Plaintiff was deceived and deprived of her consumer right of choice to decline the form of government loan product she was offered in place of the conventional loan product that Defendant Old South promised to deliver to her to finance the purchase of her home.

128. The foregoing has caused Plaintiff to sustain damages, to suffer servicer abuses, and to involuntarily assume substantial risk of sustaining future damages, including an unlawful foreclosure and the potential loss of her home and her thousands of dollars of investment toward the purchase and maintenance of it.

129. Defendant Old South knew or should have known that Fannie Mae was created by the federal government; that Fannie Mae has always been closely tied to, controlled and subsidized by the federal government; that the federal government would most likely guarantee Fannie Mae's investments; that it was a fraudulent misrepresentation of a material fact to represent to Plaintiff that the loan product they intended to produce and did produce at the closing was a conventional loan while all the evidence gathered would suggest it was a form of government loan, and to structure the loan repayment terms as if it was a conventional loan and as if Defendant Old South was the "Lender."

130. Prior to and at the time of the closing, Plaintiff was unfamiliar and inexperienced with real estate transactions and procedures, which is why Plaintiff retained the services of a

local real estate attorney and reasonably relied upon Ms. Tuten as a member of the state bar to advise Plaintiff or otherwise act in Plaintiff's best interest if Ms. Tuten was aware of anything defective, fraudulent, illegal, or unconscionable with respect to the closing documents, but Ms. Tuten remained silent.

131. Prior to and at the time of the closing, Plaintiff did not realize that she was being defrauded and deprived of her consumer right of choice between lenders and loan products and that as a result she would sustain damages, suffer servicer abuses, and remain at significant risk of suffering servicer abuses and sustaining additional damages during the entire 30-year term, including unlawful foreclosure.

132. If Plaintiff had such prior knowledge before the closing or before she signed the closing documents, she would not have proceeded with the closing on October 5, 2007.

133. Plaintiff would have delayed the closing to investigate alternative financing options, and if she could find none, she would not have purchased a home at that time, but the fraudulent misrepresentations induced Plaintiff to proceed with the closing, which prejudiced her consumer right of choice.

FOR A SECOND CAUSE OF ACTION
(Mortgage and Note Invalid and Unenforceable Due to Fraudulent or Illegal Acts)

134. Plaintiff asserts each and every paragraph of this Complaint as if repeated herein.

135. Upon information and belief, the original mortgage and note against Plaintiff's home are invalid and unenforceable due to fraudulent or illegal acts committed, and therefore, the lien against her home arising from them is invalid and unenforceable.

136. Generally, it is widely known and understood by Americans that it is a criminal

offense and punishable by fines and/or imprisonment to knowingly and intentionally create, file, or record, or knowingly and intentionally cause to be created, filed, or recorded, any document that contains false or misleading statements.

137. For example, pursuant to S.C. Code Section 16-9-10(A)(2), it is unlawful for a person to wilfully give false, misleading, or incomplete information on a document, record, report, or form required by the laws of this State; pursuant to S.C. Code Section 16-13-10(A)(2), it is unlawful for a person to utter or publish as true any false, forged, or counterfeited writing or instrument of writing; pursuant to S.C. Code Section 16-13-230, a person committing a breach of trust with a fraudulent intention or a person who hires or counsels another person to commit a breach of trust with a fraudulent intention is guilty of larceny; and pursuant to S.C. Code Section 16-13-240, a person who by false pretense or representation obtains the signature of a person to a written instrument or obtains from another person any chattel, money, valuable security, or other property, real or personal, with intent to cheat and defraud a person of that property is guilty of a felony or misdemeanor, depending on the property value.

138. Upon information and belief, Defendant Old South did not loan Plaintiff any money to finance the purchase of her home at the closing, and Defendant Old South knew or should have known that it was a fraudulent or illegal act to cause or to allow itself to be identified as the "Lender" in the original mortgage recorded in the Colleton County Register of Deeds and in the original note, if in fact Defendant Old South never was the actual lender and never was the intended note/lien holder against Plaintiff's home.

139. On the one hand, pursuant to page 2 of the closing Settlement Statement,

Defendant Old South was to receive a $855.00 "loan origination fee" and a $150.00 processing fee, and Flagstar was to receive an "administrative fee" of $620.00 as closing costs, which suggests that Defendant Old South's role in the transaction was lender and Flagstar's role in the transaction was servicer (debt collector/account manager) on behalf of Defendant Old South. **Exhibit 40** is incorporated herein by reference.

140. On the other hand, pursuant to page two of the Truth-In-Lending Disclosure Statement, it discloses as follows, "At or after the closing, Flagstar Bank, FSB will pay a broker yield spread premium to Old South Mortgage Corp in connection with your loan of $1,076.92. This amount is not part of your closing costs" which suggests that Defendant Old South's role in the transaction was only as the broker and not as the actual lender. **Exhibit 41** is incorporated herein by reference.

141. Now that Plaintiff has studied the closing documents more carefully, she discovered they contain contradictory statements and she now understands that it does not make sense that Flagstar would pay Defendant Old South a broker premium of $1,076.92 if Defendant Old South was in fact the actual lender and was paying Flagstar servicer fees to act on its behalf.

142. On page one of the RESPA Servicing Disclosure form that Plaintiff received at the closing, Defendant Old South disclosed as follows: "We do not service mortgage loans, and we have not serviced mortgage loans in the past three years." **Exhibit 42** is incorporated herein by reference.

143. Plaintiff also received at the closing a Notice of Assignment, Sale, or Transfer of Servicing Rights and a Notice of Transfer of Loan Servicing Rights informing her that Flagstar

would become servicer of her home loan account immediately after the closing, and Plaintiff interpreted those forms to mean Flagstar would become the debt collector/account manager on behalf of Defendant Old South because Defendant Old South did not perform those functions itself in house and had not done so in the past three years. **Exhibit 43** is incorporated herein by reference.

144. Since the Notice of Assignment, Sale, or Transfer of Servicing Rights and a Notice of Transfer of Loan Servicing Rights are not incorporated and recorded in the Colleton County Register of Deeds as part of the original mortgage, and since those two documents are in the form of "notices," Plaintiff contends they are neither separate agreements nor amendments to the original mortgage and, therefore, are not legally binding or enforceable against Plaintiff. **(Exhibit 43)**

145. Nevertheless, in September 2009, MERS, Fannie Mae, and/or Flagstar transferred Plaintiff's home loan account to Nationstar for servicing, Nationstar accepted the account for servicing, and all of them apparently ignored the facts that Plaintiff had entered into a mortgage with Defendant Old South as the "Lender," and Defendant Old South had dissolved in December 2008, which was months before the transfer to Nationstar occurred.

146. Plaintiff contends the mortgage must necessarily follow the note and the ownership of the two cannot be split or it will render both invalid and unenforceable.

147. Since the ownership of the original mortgage and note against Plaintiff's home have been split by virtue of the fact the identity of the mortgagee and the identity of the note holder do not match identically, Plaintiff contends both legal instruments are invalid and unenforceable.

148. In addition to Defendant Old South being identified as "Lender" in the original mortgage, MERS is also identified as "nominee for Lender" and as mortgagee, but MERS is not named as a note holder in the original note, only Defendant Old South is identified therein as "Lender" (note holder); therefore, Plaintiff contends this split or inconsistency renders both the mortgage and note invalid and unenforceable.

149. If Fannie Mae was secretly the intended original lender, owner and note holder of the original mortgage and note Plaintiff signed at the closing as of the date of the closing on October 5, 2007, and if Fannie Mae provided any funds to Flagstar and designated those funds to be used to finance or quickly reimburse the purchase price of Plaintiff's home, Plaintiff contends Fannie Mae would have acted unlawfully in violation of its charter.

150. By its own admission, Fannie Mae's charter "does not permit us to originate loans or lend money directly to consumers in the primary mortgage market," and if Fannie Mae provided any funds to Flagstar and designated those funds to be used to finance or quickly reimburse the purchase price of Plaintiff's home, Plaintiff contends that it does not matter that Flagstar wired the funds to Ms. Tuten's account at the closing, Fannie Mae would still have technically loaned money directly to Plaintiff in violation of its charter. **(Exhibits 4, 12 & 38)**

151. Since apparently Defendant Old South decided not to lend Plaintiff any money at the closing on October 5, 2007, Plaintiff contends it was fraudulent and unlawful for Defendant Old South to cause or allow the recording of the original mortgage four days later on October 9, 2007, that falsely identified Defendant Old South as the "Lender" and to thereby cause or allow the improper recording of a lien against Plaintiff's home in its own name rather than in the name of the actual lender.

152. If Fannie Mae and/or Flagstar were to now suggest that they "purchased" Plaintiff's "conventional mortgage" from Defendant Old South at the exact same date and time of the closing, Plaintiff contends they would in effect admit that fraudulent and illegal acts were committed with respect to the original mortgage and note Plaintiff signed at the closing.

153. In addition, Plaintiff contends an "existing" mortgage does not consist of a mortgage that has only existed for one second or five minutes or just the time it took to sign the closing documents.

154. Plaintiff contends the prima facie evidence submitted herein establishes that at all times Flagstar was only a servicer (debt collector/account manager) with respect to the mortgage against Plaintiff's home, and Flagstar was acting on behalf of Fannie Mae and/or unidentified private investors in order to receive fees for services rendered. **(Exhibit 4, 12 & 36)**

155. Plaintiff contends the prima facie evidence submitted herein establishes that although MERS, Fannie Mae and/or unidentified private investors were apparently the intended original owners and holders of the original mortgage and note against her home as of the date of the closing, they were never and can never be the lawful owners and holders.

156. Upon information and belief, Plaintiff contends that because the original mortgage and note falsely identifies Defendant Old South as the lender/note holder, everything Plaintiff signed at the closing was based upon false pretenses and is therefore invalid and unenforceable.

FOR A THIRD CAUSE OF ACTION
(Unconscionable Mortgage Contract)

157. Plaintiff asserts each and every paragraph of this Complaint as if repeated

herein.

158. The original note and lien against Plaintiff's home arising from the original mortgage in the name of Defendant Old South as "Lender" are invalid and unenforceable because the mortgage contract, related closing documents, and the MERS system are unconscionable.

159. The mortgage contract, related closing documents, and the MERS system are unconscionable because they were designed to at all times deprive Plaintiff and the public of the true identity of the actual lender, the intended owner(s) of the mortgage, the intended note and lien holder(s) against her home, and the intended beneficiaries of her mortgage payments.

160. As a result of the design of the mortgage contract, related closing documents, and the MERS system, Plaintiff currently has a clouded title to her home, she is making monthly mortgage payments for the benefit of invisible entities, the identities of the invisible entities and the amount of their potential equitable interest are not discoverable in the public domain through simple searches of public records, Plaintiff has suffered and believes she will continue to suffer servicer abuses by companies that do not actually own her mortgage, are not the lawful lien holders against her home, and possess no appreciable equitable interest in her mortgage.

161. The mortgage contract, related closing documents, and the MERS system are unconscionable because they were designed to bind Plaintiff to the foregoing circumstances for the entire 30-year term of the mortgage.

162. The mortgage contract, related closing documents, and the MERS system are unconscionable because they were designed to grant all the privileges, immunities, and legal rights imaginable to invisible entities while depriving Plaintiff of all her consumer choices, legal rights, and legal protections.

163. The mortgage contract, related closing documents, and the MERS system are unconscionable because they were designed to appear like a conventional loan where one licensed private lending institution lends money out of its own financial resources, where it must wait a long period of time for full repayment of the loan, and where it assumes some financial risk of loss in order to at least somewhat justify the oppressive repayment terms of Plaintiff's home loan, while in reality, the MERS system was designed to quickly reimburse the "lender" and thereby shift all the financial burdens and risks to be borne solely by the Plaintiff, the unidentified private investors in Plaintiff's mortgage, and the federal taxpayers, jointly and severally.

164. The oppressive repayment terms of Plaintiff's home loan include a seven (7) percent annual interest rate over a 30-year term (approximately $182,000 repayment of the $76,000 loan) and require Plaintiff to make monthly private mortgage insurance premium payments in the amount of $55.10 until September 1, 2018. **(Exhibit 4)**

165. The mortgage and note are unconscionable because no single bank or mortgage company has assumed any appreciable risk of loss that would justify allowing a company that is neither the lender nor the lawful lien holder against Plaintiff's home, Nationstar, to potentially collect a financial windfall from Plaintiff over the next 25 years or foreclose on behalf of invisible entities.

166. The mortgage contract, related closing documents, and the MERS system are unconscionable because they were designed to deceive and deprive Plaintiff of her consumer right of choices between lenders and loan products based on frivolous and speculative reasons rather than for valid reasons with respect to a mortgage secured by real property and private mortgage insurance, such as the original lender's sale to or a merger with its assignee or bankruptcy of the lender.

167. The mortgage contract, related closing documents, and the MERS system are unconscionable because they were designed to grossly abuse the general right of assignment and make the assignment provisions mean something entirely different than Plaintiff, and arguably most Americans, would understand or interpret them to mean and expect them to be applied.

168. The mortgage contract, related closing documents, and the MERS system are unconscionable because they were designed to bait Plaintiff into signing documents to receive what appeared to be legitimate conventional loan product with a local mortgage company that had gained her trust and then simultaneously switch her loan product to a form of government loan product fraught with much higher risks of Plaintiff being victimized by unfairness, fraudulent or illegal acts.

169. The mortgage and note are unconscionable because Plaintiff's agreement to Defendant Old South's general right of assignment in the mortgage was not intended and could not have been imagined or understood by Plaintiff as her permission for Defendant Old South to collude with MERS, Flagstar, and/or Fannie Mae to deceive her and trap her in a form of government loan product where she would be subjected to servicer abuses, where she would

be making mortgage payments for the benefit of invisible entities whose identities and potential equitable interest cannot be discovered in the public domain by simple searches of public records, and where it would result in a clouded title to her home for a term of 30 years.

170. The mortgage and note are unconscionable because Plaintiff was deceived by the fraudulent misrepresentations; Plaintiff did not knowingly, intentionally, and voluntarily enter into a 30-year mortgage with Fannie Mae or Defendants Fictitious Corporations 1-100 and John Does 1-100, and Plaintiff would not have done so of her own free will after full, unambiguous explanation of all material facts.

171. The mortgage contract, related closing documents, and the MERS system are unconscionable because they were designed to allow the mortgage against Plaintiff's home to be repeatedly traded, sold, assigned, or transferred to any entity in the world without ever notifying Plaintiff, including foreign governments or foreign entities abroad that are most likely among the invisible entities that invested in Plaintiff's mortgage along with thousands or millions of others.

172. Since the United States is currently in a state of national financial crisis, Plaintiff feels vulnerable and threatened while invisible entities, including foreign entities abroad, are allowed to purchase her mortgage or an interest in her mortgage without state licenses or any other regulatory oversight or legal authorization that is normally required by the state and county governments, which leaves Plaintiff with virtually no legal protection unless she takes personal legal action, as she has done by filing this proceeding.

173. The mortgage and note are unconscionable because Plaintiff had a legal right to know and to see clearly and unambiguously in black ink the actual and intended lender and

note holder (lien holder) in the original mortgage and note she signed at the closing, but instead, Defendant Old South appeared as "Lender" on the two most important, relevant and legally binding documents at the closing—the original mortgage and note.

174. The mortgage and note are unconscionable because upon information and belief, Defendant Old South, Flagstar, MERS and/or Fannie Mae colluded to create the illusion that Defendant Old South was the original lender and original note holder (lien holder) against Plaintiff's home, and their collusion induced Plaintiff to unintentionally and involuntarily fund and participate in their fraudulent and illegal acts against the public.

175. The mortgage and note are unconscionable because they require Plaintiff to continue to fund and participate in fraudulent and illegal acts against the public subsequent to her discovery of those acts, against her will, and in violation of her conscience.

176. The mortgage contract, related closing documents, and the MERS system are unconscionable because they were designed to make it possible for a home loan servicer that possesses no appreciable equitable interest, that is acting on behalf of invisible entities, and that is neither the lender nor the lawful lien holder against Plaintiff's home, to deprive Plaintiff of due process of law with respect to her title and possession of her home in violation of the constitutions of South Carolina and the United States.

177. By refusing to properly create and record original mortgages that identify the true and correct name of the original lender/note holder, and by refusing to timely record legitimate assignments of mortgage with the Colleton County Register of Deeds each time they occur, MERS, Fannie Mae, and/or Defendants Fictitious Corporations 1-100 and John Does 1-100 have deprived and intend to continue to deprive Plaintiff of the minimum due process of

law protections that the county clerks routinely provide all property owners as they inspect each document to ensure completeness, accuracy, and legitimacy before accepting and recording the document and before changing the name of a lien holder against an owner's property in the county records.

178. Plaintiff contends that since fraudulent and illegal acts have apparently been committed that invalidate the original mortgage and note Plaintiff signed at the closing, and since apparently no lawful assignments of mortgage can be subsequently recorded in the Colleton County Register of Deeds, Nationstar, Fannie Mae, MERS, and/or Defendants Fictitious Corporations 1-100 and John Does 1-100 can never possess a valid lien against Plaintiff's home and can never lawfully foreclose and seize Plaintiff's home.

179. In consideration of the foregoing, Plaintiff contends it would be unconscionable to leave the door open for an improper party that has no legal standing and no appreciable equitable interest in the mortgage to attempt to unlawfully foreclose and seize Plaintiff's home and do so because of Defendant Old South's recorded but invalid lien, which would cause Plaintiff to suffer mental anguish and incur substantial legal defense costs unjustly, and therefore, Plaintiff filed this action for declaratory judgment and injunctive relief seeking to close the door on those possibilities forever.

WHEREFORE, Plaintiff respectfully requests that she be granted the following relief:

1. This honorable court declare that although a home loan and debt may exist, Plaintiff's home and property situated at 209 Presidential Court, Round O, South Carolina, is no longer the security for the Mortgage, dated October 5, 2007, Instrument No. 200700039539, recorded in Volume 1567, Page 193, because the Mortgage and related Note, dated October 5,

2007, falsely identifies Old South Mortgage Corp as "Lender" and are therefore invalid and unenforceable.

2. This honorable court issue an order to the Colleton County Register of Deeds to remove or clear from its records Old South Mortgage Corp's and MERS, Inc.'s invalidated lien against Plaintiff's home situated at 209 Presidential Court, Round O, South Carolina, arising from the invalidated Mortgage Instrument No. 200700039539, recorded in Volume 1567, Page 193, and the related invalidated Note, dated October 5, 2007, pursuant to the county's procedures under these or similar circumstances.

3. This honorable court issue an order of permanent injunction against any and all persons and entities prohibiting the recording of an assignment of mortgage or lien against Plaintiff's home arising from the invalidated Mortgage Instrument No. 200700039539, recorded in Volume 1567, Page 193, and the related invalidated Note, dated October 5, 2007, that falsely identifies Old South Mortgage Corp as "Lender."

4. This honorable court issue an order of permanent injunction against any and all persons and entities prohibiting foreclosure against Plaintiff's home arising from the invalidated Mortgage Instrument No. 200700039539, recorded in Volume 1567, Page 193, and the related invalidated Note, dated October 5, 2007, that falsely identifies Old South Mortgage Corp as "Lender."

Round O, South Carolina

Dated: 4/6/12

Melissa J. Marks

Melissa J. Marks, the Plaintiff, appearing *pro se*
209 Presidential Court
Round O, SC 29474
(843) 819-4890

12-CP-15-262

STATE OF SOUTH CAROLINA)
)
COUNTY OF COLLETON)

VERIFICATION

MELISSA JEAN MARKS, being duly sworn, says that she is the Petitioner herein, and has read the foregoing Petition and knows the contents thereof, that the same is true of her own knowledge, except as matters therein stated to be alleged on information and belief; and to those matters she believes them to be true.

SWORN to and Subscribed before me)
this 27th day of March, 2012)
Colleen R. Hemelgarn)
Notary Public for South Carolina)
)
My Commission expires: Colleen R. Hemelgarn)
Notary Public
South Carolina
Term Expires
October 20th 2019

Melissa J. Marks
Signature of Petitioner

PATRICIA C. GRANT
COLLETON COUNTY
COMMON PLEAS
2012 APR -6 AM 8:39

EXHIBIT

1

OLD SOUTH MORTGAGE CORPORATION

Mortgages Made Easy

Sean Christian Davis
Old South Mortgage Corp
4 Carriage Lane, Suite 403
Charleston, SC 29407

27 August 2007

Melissa Marks
5572 Trailwood Drive
N Charleston, SC 29418

Dear Melissa,

Please be advised that upon review of your application you have been approved through conventional financing for the purchase of a primary residence with a sales price of $85,000. Analysis of your credit, income, assets, and character qualify you for this loan.

Should you have any questions please feel free to contact me at 843.814.9238 or 843.573.4780.

With Confidence,

SCDavis

Sean Christian Davis
Loan Officer

4 Carriage Lane, Suite 403, Charleston SC 29407, (843) 573-4780, (800) 849-2204
Fax (843) 573-4781, sean@davismortgage.net, www.davismortgage.net

EXHIBIT

2

AGREEMENT TO BUY AND SELL REAL ESTATE
RESIDENTIAL

1. PARTIES: This legally binding Agreement entered into on August 27, 2007 between, Buyer(s), Melissa Marks, (hereinafter called "BUYER"), and Seller(s), Paul Walker, (hereinafter called "SELLER"). The property shall be deeded in the name(s) of: Melissa Marks

THE ☒BUYER ☒SELLER IS LICENSED UNDER THE LAWS OF SOUTH CAROLINA AS A REAL ESTATE LICENSEE.

2. PROPERTY TO BE SOLD: Subject to terms and conditions herein, Seller agrees to sell and Buyer agrees to buy the following described property with improvements and fixtures thereon:

Lot _____ Block _____ Section _____ Subdivision _____

Address 209 Presidential

Tax Map # 168-00-00-147 City Round O Zip 29474

County of Colleton, State of South Carolina.

Seller represents that the property is connected to ☐public sewer system or to ☒septic tank or to ☐public water or to ☒well system or to ☐other _____.

No personal property will convey as a part of this sale, except as described: _____

3. CONVEYANCE SHALL BE MADE: Conveyance shall be made subject to all easements as well as covenants of record (provided they do not make the title unmarketable) and to all governmental statutes, ordinances, rules and regulations. Seller agrees to convey by marketable title and deliver a proper general warranty deed, if applicable, free of encumbrances, except as herein stated. Seller agrees to pay all statutory deed recording fees. The deed shall be delivered at the stipulated place of closing, and transaction closed on or before September 27, 2007, not later than 9:00 p.m. Time is of the essence. Seller and Buyer authorize their respective attorneys and the settlement agent to furnish to Listing Broker and Selling Broker copies of the final HUD-1 settlement statement for the transaction for their review prior to closing.

4. POSSESSION: Possession of said property will be given to Buyer at the time of closing. Seller agrees to deliver property free of debris and in a clean condition. The property, including but not limited to, landscaping and lawn, shall be maintained in the same condition from the effective date of this agreement until possession is delivered, ordinary wear and tear excepted. Possession by Buyer before closing or by Seller after closing shall be subject to the terms and conditions of a separate agreement to be executed prior to closing or occupancy.

5. PURCHASE PRICE shall be $ 90,000.00 Eighty Thousand dollars.

6. METHOD OF PAYMENT: Purchase price shall be paid as follows: ☐Cash; or ☒Subject to Financing. Financing to be obtained by ☐Conventional ☐Seller ☐VA ☐FHA ☐Other terms: _____

7. EARNEST MONEY: This offer is accompanied by an earnest money deposit of $ 500.00 Buyer and Seller authorize RE/MAX Southern Real Estate, as Escrow Agent, to hold and disburse earnest money according to the terms of this agreement. Earnest money paid by ☐Cash, ☒Check, or ☐ Other. Broker does not guarantee payment of a check or checks accepted as earnest money. All escrow money received shall be deposited as required by South Carolina law and South Carolina Real Estate Commission Rules and Regulations. At the consummation of this sale, the earnest money deposit shall be credited to the Buyer.

MM BUYER [____] BUYER [____] SELLER [____] SELLER HAVE READ THIS PAGE

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THE PARTIES UNDERSTAND THAT, UNDER ALL CIRCUMSTANCES, INCLUDING DEFAULT, THE ESCROW AGENT HOLDING THE EARNEST MONEY DEPOSIT WILL NOT DISBURSE IT TO EITHER PARTY UNTIL BOTH PARTIES HAVE EXECUTED AN AGREEMENT AUTHORIZING THE DISBURSEMENT OR UNTIL A COURT OF COMPETENT JURISDICTION HAS DIRECTED A DISBURSEMENT.

8. LOAN PROCESSING AND APPLICATION: Buyer's obligation under this agreement is contingent on Buyer obtaining said loan. Buyer shall apply for a maximum 200,000 % loan (loan-to-value ratio) within 5 consecutive days from the execution of this Agreement and shall provide Seller with written satisfactory loan approval within 10 consecutive days that contains no credit, income, or asset conditions, unless otherwise set forth in this contract. Time is of the essence. Should the Buyer fail to make loan application or receive approval within said period, and to diligently pursue the application, the Seller shall have the option to terminate this Agreement, with written notice. Buyer also agrees to provide all documents or information requested by the lending company in a prompt and timely manner. Buyer will take any action that is needed or requested by Lender to process the loan application. Buyer further hereby gives permission to Lender to disclose pertinent information concerning the Buyer's credit-worthiness or any other information needed for the loan processing to the listing or cooperating broker(s) or agent(s). If Buyer fails to comply with these above contingencies, Buyer shall be in default of this agreement subject to the terms of paragraph 16.
FHA Mortgage Insurance ☐will ☒will not be added to the mortgage. VA funding fee ☐will ☒will not be added to the mortgage.

9. CLOSING COSTS: Unless otherwise agreed, closing costs, including all loan charges and prepaid recurring items, shall be paid as follows:
(a) SELLER shall provide or pay for preparation of deed, any recording charge based on value of property, and all costs necessary to deliver a marketable title, including recording of satisfactions and property taxes to the day of closing.
(b) BUYER shall pay, unless otherwise agreed herein, the cost of the Buyer's credit report, property insurance, appraisal, survey, cost of obtaining loan, discount points, title examination, escrow deposits, and prepaid expenses. The Buyer shall also pay, if applicable, interim interest and mortgage insurance premium or VA funding fee. Buyer's hazard insurance policy shall provide coverage as required by lender. Other terms: Seller to pay up to 3% of sales price towards buyers closing cost.

10. HOME PROTECTION PLAN COVERAGE: Both parties understand that a third party home warranty Plan ☐will ☒will not be issued at closing. If applicable, the warranty premium will be paid at closing by the ☐Buyer or ☐Seller not to exceed $ _____.

11. EXPIRATION OF OFFER: The offer from Buyer shall be withdrawn at 5 o'clock P M. on August 25, 2007 unless accepted or countered by Seller in written form prior to such time. Time is of the essence.

12. EXTENSION AGREEMENT: If the transaction has not closed within the stipulated time limit because a contingency has not been satisfied through no fault of either party, then both parties agree to extend this agreement for a period not to exceed 10 consecutive days from the original closing date. Closing shall occur within this time extension, but in no event shall closing occur later than the above extension date. Time is of the essence.

13. ADJUSTMENTS: Taxes, water, all sewer assessments, sewer charges, fuel oil, rents as when collected, insurance premiums, if applicable, and other assessments, including homeowner's association fees, shall be adjusted as of the date of closing. Tax prorations pursuant to this Agreement are to be based on the tax information available on the date of closing, and are to be prorated on that basis. BUYER TO BE RESPONSIBLE FOR APPLYING FOR ANY APPLICABLE TAX EXEMPTIONS. The ☐ Buyer or the ☒ Seller shall pay for the cost of any Certificate of Assessment, or other similar document, made available, if applicable. Property taxes and rent, as well as other expenses and income of the property, if applicable, shall be apportioned to the date of closing. Annual expenses or income shall be apportioned using 365 days. Monthly property expenses or income shall be apportioned by the number of days in month of closing. Prorations at closing shall be final.

14. NON-RESIDENT TAX: Seller covenants and agrees to comply with the provisions of South Carolina Code Section 12-8-580 (as amended) regarding withholding requirements of sellers who are not residents of South Carolina as defined in the said statute.

15. RISK OF LOSS OR DAMAGE: In case the property herein referred to is destroyed wholly or partially by fire or other casualty prior to delivery of deed, Buyer or Seller shall have the option for ten (10) days thereafter of proceeding hereunder, or of terminating this Agreement.

MM BUYER [____] BUYER [____] SELLER [____] SELLER HAVE READ THIS PAGE

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16. DEFAULT: If Buyer or Seller fails to perform any covenant of this Agreement, the other may elect to seek any remedy provided by law, including but not limited to attorney fees and actual costs incurred (as defined in paragraph 17), or terminate this Agreement with a five day written notice. If terminated, both parties shall execute a written release of the other from this contract and both shall agree to hold the Escrow Agent harmless. If either Buyer or Seller refuses to execute release, Escrow Agent will hold the earnest money in trust until said releases are executed or until a court of competent jurisdiction dictates legal disposition.

17. ACTUAL COST INCURRED shall include all costs and expenses incurred or obligated for by Buyer, Seller or Broker in an effort to consummate this sale. Such costs shall include, but are not limited to, cost of credit report, appraisal, survey, inspections and reports, title examination, and Broker's fee or commission for this sale.

18. SURVEY, TITLE EXAMINATION, AND INSURANCE: The Listing and Cooperating Broker(s) and their Agent(s) recommend that Buyer have a survey of the subject property made, have examination as to the title to the property, obtain owners title insurance, and that Buyer obtain appropriate hazard insurance coverage effective with the time of closing. All hazard insurance to be canceled and new policies furnished by Buyer at closing unless otherwise stipulated in this Agreement. Flood insurance, if required by Lender at Buyer's option, shall be assigned to Buyer with permission of carrier, and premium prorated to date of closing

19. CONDITION OF PROPERTY:

(A) Seller's Property Condition Disclosure Statement: (check one)

☐ Buyer and Seller agree that Seller will not complete nor provide Buyer a Seller's Property Condition Disclosure statement in accordance with South Carolina Code of Laws, as amended, Section 27-50-30, Paragraph (13).

☒ Buyer and Seller agree that a Seller's Property Condition Disclosure statement, as required by South Carolina Code of Laws, as amended, Section 27-50-10, et.seq., has been provided to Buyer by Seller prior to the ratification of this agreement. If the Seller discovers, after his delivery of a disclosure statement to a Buyer, a material inaccuracy in the disclosure statement or the disclosure is rendered inaccurate in a material way by the occurrence of some event or circumstance, the Seller shall correct promptly the inaccuracy by delivering a corrected disclosure statement to the Buyer or make reasonable repairs necessitated by the occurrence before closing. Buyer understands that the Seller's Property Condition Disclosure statement is not intended to replace a professional home inspection. Buyer understands and agrees that the Seller's Property Condition Disclosure statement contains statements made solely by the Seller. The Buyer and Seller agree that the Listing and Selling Broker and all affiliated agents are not responsible for the accuracy of any information contained in the Seller's Property Condition Disclosure statement. The Buyer and Seller understands and agrees that the Listing and Selling Broker and all affiliated agents have fully met the requirements of Section 27-50-70 of the South Carolina Code of Laws, as amended.

(B) Inspections: Buyer at Buyer's expense shall have the privilege and responsibility of inspecting the structure, square footage, environmental concerns inducting but not limited to mold, radon gas, lead-based paint and lead-based paint hazards, wetlands study, appurtenant buildings, heating, air conditioning, electrical and plumbing systems as well as built-in appurtenant equipment or appliances. All inspections shall be completed by September 10, 2007. In the event repairs are necessary to place the heating system, air conditioning, plumbing, and electrical system to be conveyed in operative condition and to make the roof free of leaks, and the dwelling structurally sound, the Seller shall be notified in writing of the specific defects or deficiencies within 48 hours after the inspection date mentioned above. Time is of the essence. If Buyer fails to notify Seller within this time, Buyer shall have waived any and all rights under the terms of this paragraph. If Lender's commitment requires any additional inspections or certifications, these are to be provided by Buyer.

(C) Maintenance: After any inspection by Buyer and after repairs, if any, made as a result of any such inspection, the Seller agrees to maintain the heating, air conditioning, plumbing, and electrical systems, as well as all appliances to be conveyed in operative condition, normal wear and tear excepted, until the day of closing or the day possession is given, whichever occurs first. Seller agrees to maintain the property, including lawn, shrubbery and grounds until the day of closing or possession, whichever occurs first

(D) Wood Infestation Report: If the property to be sold has been previously occupied, ☐ The Buyer ☒ The Seller shall, at their expense, have the property inspected and shall obtain a current Wood Infestation Report (CL100) from a licensed and bonded pest control operator, on or before Closing. Time is of the essence. If Buyer is responsible for having the property inspected as indicated above, but fails to have the property inspected by this date, Buyer shall have waived any and all rights under the terms of this paragraph. The Seller makes no warranties with regard to matters covered by such report or any other improvement unless specifically stated in this agreement. If the infestation report reveals the presence of or damage by termite infestation or other wood destroying organisms, Seller shall

remedy such deficiencies, subject to section (E) below, and shall furnish Buyer with a report of a qualified inspector that property is free from infestation or damage herein mentioned or that infestation or damage has been treated and/or repaired as appropriate in a workmanlike manner on or before closing.

If the property to be sold has not been previously occupied, Seller shall certify that the dwelling has been treated by soil poisoning for the prevention of termites and other wood destroying organisms and shall provide the Buyer, at closing, a written certification from a licensed pest control operator.

(E) Repairs: The cost of all repairs to heating system, air conditioning, plumbing, and electrical system to be conveyed, and to make the roof free of leaks, to address environmental concerns and to make the dwelling structurally sound and provide wood infestation treatment, if any, required by section (B) and (D) above, to be paid by Seller. If the Seller refuses to make these repairs and treatment, the Buyer shall have the option to (1) accept the property in its present condition, (2) negotiate with the Seller for the payment of these repairs and treatment, or (3) terminate this Agreement, subject to paragraph 7. The repairs to any other items are the sole responsibility of Buyer. The obligations of Seller under paragraph 19 terminate on the day of closing or on the day possession is given, whichever occurs first.

(F) Residential Dwellings Built before 1978: (check one of the following)

☐ This contract is contingent upon a risk assessment or inspection of the property for the presence of lead-based paint and/or lead-based paint hazards which shall be done, at the Buyer's expense, by midnight on the tenth day after ratification of this contract or by midnight on _____, _____. (Intact lead-based paint that is in good condition is not necessarily a hazard. See EPA pamphlet "Protect Your Family From Lead in Your Home" for more information). This contingency will terminate at the above predetermined deadline unless the Buyer (or Buyer's agent) delivers to the Seller (or Seller's agent) a written contract addendum listing the specific existing deficiencies and corrections needed, together with a copy of the inspection and/or risk assessment report. The Seller may, at the Seller's option, within _____ days after Delivery of the addendum, elect in writing whether to correct the condition(s) prior to settlement. If the Seller will correct the condition, the Seller shall furnish the Buyer with certification from a risk assessor or inspector demonstrating that the condition has been remedied before the date of the settlement. If the Seller does not elect to make the repairs or if the Seller makes a counter-offer, the Buyer shall have _____ days to respond to the counter-offer or remove this contingency and take the property in "as-is" condition or this contract shall become void. Upon such termination, the earnest money deposit of Buyer shall be returned to Buyer and neither party shall have any further rights hereunder. The Buyer may remove this contingency at any time without cause; or

☒ Buyer waives the opportunity to conduct a risk assessment or inspection for lead-based paint and/or lead-based paint hazards.

(G) Megan's Law: The Buyer and Seller agree that the Listing and Selling Broker and all affiliated agents are not responsible for obtaining or disclosing any information contained in the South Carolina Sex Offender Registry. The Buyer and Seller agree that no course of action may be brought against the Listing and Selling Broker and all affiliated agents for failure to obtain or disclose any information contained in the South Carolina Sex Offender Registry. The Buyer and Seller agree that the Buyer and Seller have the sole responsibility to obtain any such information. The Buyer and Seller understand that Sex Offender Registry information may be obtained from the local sheriff's department or other appropriate law enforcement officials.

(H) Disclaimer: The Buyer acknowledges the Seller, except as provided in subparagraphs (B), (C), (D), and (E) of this section, gives no guarantee or warranty of any kind, expressed or implied, as to the physical condition of the property or to the conditions of or existence of improvements, services, appliances or system thereto, or as to merchantability or fitness for a particular purpose as to the property or improvements thereof, and any implied warranty is hereby disclaimed by the Seller.

Neither Buyer nor Seller will hold Cooperating or Listing Broker responsible for any act of negligence or intent by any inspection or repair company employed by Seller or Buyer for the purposes of this agreement. The Seller is not required to make any repairs under any circumstances until Purchaser's financing has been approved.

20. APPRAISED VALUE: (check one)

☐ This agreement is not contingent on the lot or parcel with building and improvements thereon, if any, appraising, according to the lenders appraisal or other appraisal as agreed, for the selling price.

☒ This agreement is contingent on the lot or parcel with building and improvements thereon, if any, appraising, according to the lender's appraisal or other appraisal as agreed, for the selling price or more; if the lot or parcel with building and improvements thereon appraises for less than the selling price, the seller may elect to sell for the appraised value. In such case, the Buyer agrees to proceed with the consummation of this sale at the reduced price. However, if Seller does not agree to sell at the appraised value, the Buyer shall have the option of

proceeding with the consummation of the Agreement without regard to the amount of the appraised valuation, or terminate the agreement without penalty.

21. DISCLAIMER BY BROKERS AND AGENTS: The parties acknowledge that the Listing and Cooperating Broker(s) and their Agent(s): (1) Give no guaranty or warranty of any kind, express or implied, as to the physical condition of the property or as to condition of or existence of improvement services or systems, thereto, included but not limited to termite damage, roof, basement, appliances, heating and air conditioning systems, plumbing, sewage, electric systems, and to the structure; (2) Give no warranty, express or implied, as to the merchantability or fitness for a particular purpose as to the property or such improvements thereto and any implied warranty hereby disclaimed; (3) Give no warranty as to title; (4) Give no guaranty or warranty concerning (a) any certification or inspection concerning the condition of the property, (b) any matters which would be reflected by current survey of the property, and (c) the accuracy of the published square footage of the property; (5) Buyer acknowledges that Seller and Seller's Agents have not made any oral or written commitments to Buyer regarding (a) projected income or economic benefit for Buyer from rentals; (b) rental arrangements except that Buyer may rent the unit if Buyer so desires or (c) other economic benefits to the Buyer.

22. COASTAL TIDELANDS & WETLANDS ACT: In the event the property is affected by the provisions of the South Carolina Coastal Tidelands & Wetlands Act (Section 48-39-10, et seq., South Carolina Code of Laws), an Addendum will be attached to this Agreement incorporating the required disclosures at ☒ Buyer's ☐ Seller's expense.

23. MEDIATION CLAUSE. Any dispute or claim arising out of or relating to this Agreement, the breach of this Agreement or the services provided in relation to this Agreement, shall be submitted to mediation in accordance with the Rules and Procedures of the Dispute Resolution System of the NATIONAL ASSOCIATION OF REALTORS®. Disputes shall include representations made by the Buyer(s), Seller(s) or any real estate broker or other person or entity in connection with the sale, purchase, financing, condition or other aspect of the property to which this Agreement pertains, including without limitation allegations of concealment, misrepresentation, negligence and/or fraud. Any agreement signed by the parties pursuant to the mediation conference shall be binding.

This mediation clause shall survive for a period of 120 days after the date of the closing. The following matters are excluded from mediation hereunder: (a) judicial or non-judicial foreclosure or other action or proceeding to enforce a deed of trust, mortgage, or land contract; (b) an unlawful detainer action; (c) the filing or enforcement of a mechanic's lien; (d) any matter which is within the jurisdiction of a probate court; (e) the filing of a interpleader action to resolve earnest money disputes. The filing of a judicial action to enable the recording of a notice of pending action, for order of attachment, receivership, injunction, or other provisional remedies, shall not constitute a waiver of the right to mediate under this provision, nor shall it constitute a breach of the duty to mediate.

24. SURVIVAL: If any provision herein contained which by its nature and effect is required to be observed, kept or performed after the closing, it shall survive the closing and remain binding upon and for the benefit of the parties hereto until fully observed, kept or performed.

25. ENTIRE BINDING AGREEMENT: This written instrument, including the additional terms and conditions set forth on any documents intended by the parties to be included, expresses the entire agreement and all promises, covenants, and warranties between the Buyer and Seller. It can be changed only by a subsequently written instrument signed by both parties. Both Buyer and Seller hereby acknowledge that they have not received or relied upon any statements or representations by either Broker or their agents which are not expressly stipulated herein. The benefits and obligations shall inure to and bind the parties hereto and their heirs, assigns, successors, executors, or administrators. Whenever used, singular includes plural, and use of any gender shall include all.

26. FACSIMILE AND OTHER ELECTRONIC MEANS: The parties agree that the offer, any counteroffer and/or acceptance of any offer or counteroffer may be communicated by use of a fax or other secure electronic means, including but not limited to electronic mail and the Internet, and the signatures, initials and handwritten or typewritten modifications to any of the foregoing shall be deemed to be valid and binding upon the parties as if the original signatures, initials and handwritten or typewritten modifications were present on the documents in the handwriting of each party.

27. TRUST ACCOUNT INTEREST/CHARITABLE CONTRIBUTION: According to the rules and regulations of the South Carolina Real Estate Commission and the Code of Laws of South Carolina, 1976, as amended, any interest earned on Buyer's earnest money deposit would belong to Buyer until the closing of the transaction referenced in this agreement. It is understood that Broker ☒ may ☐ may not place deposited earnest monies into an interest bearing trust account. If Buyer's earnest money deposit is deposited into an interest bearing trust account, Broker will retain all interest earned in said account.

MMM BUYER (____) BUYER (____) SELLER (____) SELLER HAVE READ THIS PAGE

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28. NON-RELIANCE CLAUSE: Both Buyer and Seller hereby acknowledge that they have not received or relied nor could have relied upon any statements or representations or promises or agreements or inducements by either Broker or their agents which are not expressly stipulated herein. If not contained herein, such statements, representations, promises, or agreements shall be of no force or effect. This general non-reliance clause shall not prevent recovery in tort for fraud or negligent misrepresentation or intentional misrepresentation unless specific non-reliance language is included in this agreement. This is a non-reliance clause and is neither a merger clause nor an extension of a merger clause. The parties execute this agreement freely and voluntarily without reliance upon any statements or representations by parties or agents except as set forth herein. Parties have fully read and understand this Agreement and the meaning of its provisions. Parties are legally competent to enter into this agreement and to fully accept responsibility. Parties have been advised to consult with counsel before entering into this agreement and have had the opportunity to do so.

28. CONTINGENCIES: These stipulations shall preempt printed matter herein:(attach and reference addendum if necessary) Offer is contingent on Financing, Appraisal and Home Inspection

THIS IS A LEGALLY BINDING AGREEMENT. BOTH BUYER AND SELLER SHALL SEEK FURTHER ASSISTANCE IF THE CONTENTS ARE NOT UNDERSTOOD. BOTH BUYER AND SELLER ACKNOWLEDGE RECEIPT OF A COPY OF THIS AGREEMENT. BOTH BUYER AND SELLER ACKNOWLEDGE RECEIVING, READING, AND UNDERSTANDING THE SOUTH CAROLINA REAL ESTATE COMMISSION'S AGENCY DISCLOSURE FORM.

ALL TERMS AND CONDITIONS OF THIS AGREEMENT DO NOT SURVIVE CLOSING UNLESS OTHERWISE SPECIFIED.

IN WITNESS WHEREOF, this Agreement has been duly executed by the parties.

BUYER: Melissa G. Marks Melissa Marks Date 8/27/07 Time 12:05pm

WITNESS: Date 8/27/07 Time 12:05pm

BUYER: Date Time

WITNESS: Date Time

SELLER: Paul Walker Date Time

WITNESS: Date Time

SELLER: Date Time

WITNESS: Date Time

LISTING AGENT AND COMPANY Lonnie Nettles RE/MAX Southern Real Estate

SELLING AGENT AND COMPANY Toni Pinckney RE/MAX Southern Real Estate

SELLING AGENT IS PRESENTING THIS OFFER AS A ☐ BUYER'S AGENT OR ☒ SUBAGENT OF THE SELLER.

ESCROW AGENT ACKNOWLEDGMENT RE/MAX Southern Real Estate

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EXHIBIT

3

STATE OF SOUTH CAROLINA)
) TITLE TO REAL ESTATE
COUNTY OF COLLETON)

KNOW ALL MEN BY THESE PRESENTS, that I, Paul Walker, Grantor, in the State aforesaid, for and in consideration of the sum of Eighty Thousand and no/100 ($80,000.00) Dollars, in hand paid at and before the sealing and delivery of these presents by Melissa Marks, hereinafter Grantee, the receipt and sufficiency of which are hereby acknowledged, have granted, bargained, sold and released, and by these Presents do grant, bargain, sell and release, subject to the easements, restrictions, reservations, and conditions ("Exceptions") set forth below unto the said Melissa Marks, subject to the below stated Exceptions, her heirs, successors, and assigns, the following described real estate, to wit:

THIS CONVEYANCE IS MADE SUBJECT TO: All covenants, restrictions, easements and rights-of-ways affecting the property.

All that certain piece, parcel or lot of land situate, lying and being South of Cottageville in the County of Colleton, State of South Carolina, as shown on a plat entitled "AN AS-BUILT SURVEY OF 1.03 ACRES TMS 168-00-00-147 LOT 7 – PRESIDENTIAL ESTATES SURVEYED FOR LEPAUL EDWARDS FLETCHER" prepared by Jerry L. Fowler, R.L.S. 15178, dated July 28, 2003, and recorded in the Office of the Clerk of Court for Colleton County in Plat Book 34 at Page 277. Said lot measuring and bounding as follows:

On the North measuring One Hundred Eighty-Seven and Fifty Hundredths (187.50')

feet, more or less, and being bounded thereon by lands now or formerly of Jay P. Campbell, Jr.; on the East measuring Two Hundred Forty (240.00') feet, more or less, and being bounded thereon by lands now or formerly of Paul Walker; on the South measuring One Hundred Eighty-Seven and Fifty Hundredths (187.50') feet, more or less, and being bounded thereon by the Fifty (50') foot Right-of-Way of Presidential Court; and on the West measuring Two Hundred Forty (240.00') feet, more or less, and being bounded thereon by lands now or formerly of Paul Walker.

Subject to easements, restrictions, and rights of way of record.

This being the same property conveyed to Paul Walker by deed of Benjamin C.P. Sapp, Special Referee, dated May 7, 2007 and recorded May 7, 2007 in the Office of the Register of Deeds for Colleton County in Record Book 1503 at Page 220. Thereafter, a Special Referee's corrective dated September 10, 2007 was recorded September 10, 2007 in the Office of the Register of Deeds for Colleton County in Record Book 1553 at Page 255.

TMS# 168-00-00-147

Property Address: 209 Presidential Court
Round O, South Carolina 29474

TOGETHER with, subject to the above Exceptions, all and singular, the Rights, Members, Hereditaments and Appurtenances to the said Premises belonging, or in anywise incident or appertaining.

TO HAVE AND TO HOLD, subject to the above Exceptions, all and singular, the said Premises before mentioned unto the said Grantee, her Heirs, Successors and Assigns forever.

AND I do hereby bind myself and my heirs, Executors and Administrators, to warrant and forever defend, all and singular, the said Premises unto the said Grantee, her Heirs, Successors and Assigns, against myself, and my heirs, successors and assigns, and all persons whomsoever lawfully claiming, or to claim the same or any part thereof.

WITNESS the Grantor's Hand and Seal this 5 day of October, in the year of our Lord two thousand seven.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

WITNESS

(Seal)
Paul Walker

WITNESS

STATE OF SOUTH CAROLINA)
) PROBATE
COUNTY OF COLLETON)

PERSONALLY appeared before me the undersigned and made oath that (s)he saw the within named Paul Walker, sign, seal and as his act and deed, deliver the within written Deed, and that (s)he, with the other witness witnessed the execution thereof.

SWORN TO BEFORE ME THIS
5 day of October, 2007

NOTARY PUBLIC FOR SOUTH CAROLINA
My Commission Expires: 11/18/2016

GRANTEE'S ADDRESS: 5572 Trailwood Drive
North Charleston, South Carolina 29418

RETURN ORIGINAL DEED TO: Dorcas M. Tuten
Post Office Box 1694
222 Wichman Street
Walterboro, South Carolina 29488

EXHIBIT

4

FW: 209 Presidential Court, Round O

From: **Melissa Marks** (mjmarks68@hotmail.com)
Sent: Fri 3/30/12 12:28 PM
To: mmarks@motleyrice.com
1 attachment
DOC.PDF (50.8 KB)

From: tutenlaw@lowcountry.com
To: mjmarks68@hotmail.com
Subject: 209 Presidential Court, Round O
Date: Fri, 30 Mar 2012 11:10:17 -0400

Ms. Marks,

Attached you will find a copy of the check you provided towards your purchase. As you will see, there is no check stub from Flagstar, as they did not issue a check for your funds. The wire information from Flagstar is attached.

Jamie L. Avant

Dorcas M. Tuten, Attorney At Law

Post Office Box 1694

222 Wichman Street

Walterboro, South Carolina 29488

Phone: (843) 542-9495

Fax: (843) 542-9536

tutenlaw@lowcountry.com

Help

Notifications - Print

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TBB Incoming Wire Advice

TBB Incoming Wire Advice

Date: 10/05/2007

Account: 1005320211

Name: Bank of Walterboro

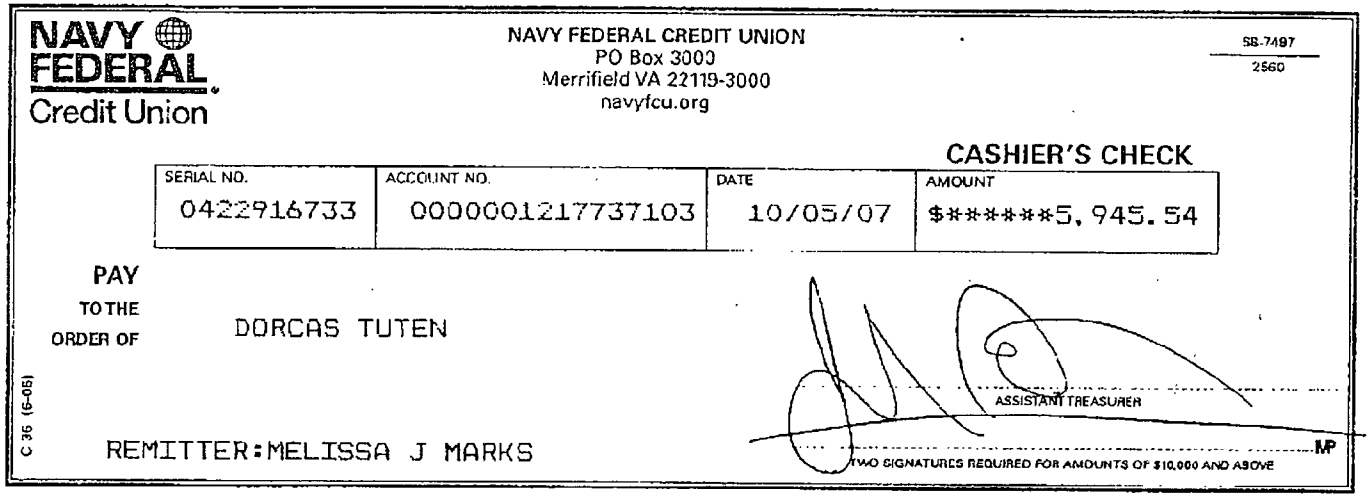
Notification Of: Incoming Wire

Received On: 10/05/2007 5:25:12 PM

Amount: 76,092.85

Ref: 01791 Sending FI: 272471852 FLAGSTAR BK FSB

Sender:	272471852	FLAGSTAR BK FSB	Amount:	76,092.85
Receiver:	061003415	THE BANKERS BK	Business Function:	CTR
Type Code:		1000		
Originator:		991555000 FEDERAL RESERVE BANK ACCOUNT 5151 CORPORATE DRIVE TROY MI 48098		
Beneficiary's FI:		BA BANK OF WALTERBORO DORCAS M. TUTEN , REAL ESTATE		
Beneficiary:		1005320211 EDISTO TITLE INSURANCE		
Ref for BNF:		1518747		
ORG to BNF Info:		LN501684092 BN MARKS , MELISSA 010032910		
IMAD:		20071005 L1LFBQ0C 000638		
TimeStamp:		1005 1724 FT01		
OMAD:		20071005 F1B7281C 001791 1005 1724 FT01		



NAVY FEDERAL Credit Union

NAVY FEDERAL CREDIT UNION
PO Box 3000
Merrifield VA 22119-3000
navyfcu.org

SB-7497
2560

CASHIER'S CHECK

SERIAL NO.	ACCOUNT NO.	DATE	AMOUNT
0422916733	0000001217737103	10/05/07	$*******5,945.54

PAY TO THE ORDER OF DORCAS TUTEN

REMITTER: MELISSA J MARKS

ASSISTANT TREASURER

TWO SIGNATURES REQUIRED FOR AMOUNTS OF $10,000 AND ABOVE

C 36 (6-05)

⑆256074974⑆ ⑈002

Dorcas M. Tuten
Attorney at Law

Post Office Box 1694
Walterboro, South Carolina 29488

Telephone: (843) 542-9495
Facsimile: (843) 542-9536

October 8, 2007

Ms. Melissa Marks
5572 Trailwood Drive
North Charleston, South Carolina 29418

RETURN OF CLOSING DOCUMENTS

Enclosed are copies of the Settlement Statement, Deed, and other documents signed by you or by others in connection with the following real estate transaction:

Closing Date:	October 5, 2007
Purchaser:	Melissa Marks
Seller:	Paul Walker
Property Address:	209 Presidential Court Round O, South Carolina 29474

Thank you for allowing me to assist you, and if you have any questions, please do not hesitate to contact me.

After Recording Return To:
FLAGSTAR BANK
5151 CORPORATE DRIVE
TROY, MI 48098
FINAL DOCUMENTS, MAIL STOP W-530-3

This instrument was prepared by:

-

V1 WBCD LOAN # 501684092

[Space Above This Line For Recording Data]

MORTGAGE

MIN 100052550168409273

DEFINITIONS
Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.
(A) **"Security Instrument"** means this document, which is dated OCTOBER 5, 2007, together with all Riders to this document.
(B) "Borrower" is Melissa Marks.

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

Lender is a CORPORATION, organized and existing under the laws of SOUTH CAROLINA.
Lender's address is 4 CARRIAGE LN, 403, CHARLESTON, SC 29407.

(E) "Note" means the promissory note signed by Borrower and dated OCTOBER 5, 2007. The Note states that Borrower owes Lender **********SEVENTY SIX THOUSAND AND NO/100********** Dollars (U.S. $76,000.00) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than OCTOBER 1, 2037.
(F) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."
(G) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.
(H) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower [check box as applicable]:

- ☐ Adjustable Rate Rider
- ☐ Balloon Rider
- ☐ 1-4 Family Rider
- ☐ V.A. Rider
- ☐ Condominium Rider
- ☐ Planned Unit Development Rider
- ☐ Biweekly Payment Rider
- ☐ Second Home Rider
- ☒ Other(s) [specify] MANUFACTURED HOME RIDER

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

Initials: MM

(J) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.
(K) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.
(L) "Escrow Items" means those items that are described in Section 3.
(M) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.
(N) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on, the Loan.
(O) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.
(P) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. §2601 et seq.) and its implementing regulation, Regulation X (24 C.F.R. Part 3500), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.
(Q) "Successor in Interest of Borrower" means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

TRANSFER OF RIGHTS IN THE PROPERTY
This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to MERS (solely as nominee for Lender and Lender's successors and assigns) and to the successors and assigns of MERS the following described property located in the COUNTY [Type of Recording Jurisdiction] of Colleton
[Name of Recording Jurisdiction]:
TMS #168-00-00-147
APN #: 168-00-00-147

which currently has the address of 209 PRESIDENTIAL CT, ROUND O,
[Street] [City]
South Carolina 29474-4374 ("Property Address"):
[Zip Code]

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

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

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

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:
1. Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges. Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment charges and late charges due under the Note. Borrower shall also pay funds for Escrow Items pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in U.S. currency. However, if any check or other instrument received

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by Lender as payment under the Note or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer.

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

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

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

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

3. **Funds for Escrow Items.** Borrower shall pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this Security Instrument as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under Section 5; and (d) Mortgage Insurance premiums, if any, or any sums payable by Borrower to Lender in lieu of the payment of Mortgage Insurance premiums in accordance with the provisions of Section 10. These items are called "Escrow Items." At origination or at any time during the term of the Loan, Lender may require that Community Association Dues, Fees, and Assessments, if any, be escrowed by Borrower, and such dues, fees and assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the phrase "covenant and agreement" is used in Section 9. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then be obligated under Section 9 to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 15 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section 3.

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

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

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

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

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

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, but only so long as Borrower is performing such agreement; (b) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which in Lender's opinion operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which can attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Within 10 days of the date on which that notice is given, Borrower shall satisfy the lien or take one or more of the actions set forth above in this Section 4.

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

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

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

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

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Unless Lender and Borrower otherwise agree in writing, any insurance proceeds, whether or not the underlying insurance was required by Lender, shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such insurance proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such insurance proceeds, Lender shall not be required to pay Borrower any interest or earnings on such proceeds. Fees for public adjusters, or other third parties, retained by Borrower shall not be paid out of the insurance proceeds and shall be the sole obligation of Borrower. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such insurance proceeds shall be applied in the order provided for in Section 2.

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

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

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

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

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

9. Protection of Lender's Interest in the Property and Rights Under this Security Instrument. If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions can include, but are not limited to: (a) paying any sums secured by a lien which has priority over this Security Instrument; (b) appearing in court; and (c) paying reasonable attorneys' fees to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Lender may take action under this Section 9, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section 9.

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

If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. Borrower shall not surrender the leasehold estate and interests herein conveyed or terminate or cancel the ground lease. Borrower shall not, without the express written consent of Lender, alter or amend the ground lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

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

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

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

As a result of these agreements, Lender, any purchaser of the Note, another insurer, any reinsurer, any other entity, or any affiliate of any of the foregoing, may receive (directly or indirectly) amounts that derive from (or might be characterized as) a portion of Borrower's payments for Mortgage Insurance, in exchange for sharing or modifying the

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mortgage insurer's risk, or reducing losses. If such agreement provides that an affiliate of Lender takes a share of the insurer's risk in exchange for a share of the premiums paid to the insurer, the arrangement is often termed "captive reinsurance." Further:

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

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

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

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

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

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

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

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

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

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

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

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

Subject to the provisions of Section 18, any Successor in Interest of Borrower who assumes Borrower's obligations under this Security Instrument in writing, and is approved by Lender, shall obtain all of Borrower's rights and benefits

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under this Security Instrument. Borrower shall not be released from Borrower's obligations and liability under this Security Instrument unless Lender agrees to such release in writing. The covenants and agreements of this Security Instrument shall bind (except as provided in Section 20) and benefit the successors and assigns of Lender.

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

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

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

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

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

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

18. Transfer of the Property or a Beneficial Interest in Borrower. As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

19. Borrower's Right to Reinstate After Acceleration. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of: (a) five days before sale of the Property pursuant to Section 22 of this Security Instrument; (b) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate; or (c) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees, property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument; and (d) takes such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue unchanged. Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity; or (d) Electronic Funds Transfer. Upon reinstatement by Borrower, this Security Instrument and obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Section 18.

Initials: _____

20. Sale of Note; Change of Loan Servicer; Notice of Grievance. The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Borrower. A sale might result in a change in the entity (known as the "Loan Servicer") that collects Periodic Payments due under the Note and this Security Instrument and performs other mortgage loan servicing obligations under the Note, this Security Instrument, and Applicable Law. There also might be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change which will state the name and address of the new Loan Servicer, the address to which payments should be made and any other information RESPA requires in connection with a notice of transfer of servicing. If the Note is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser.

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

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

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

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

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

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

23. Release. Upon payment of all sums secured by this Security Instrument, this Security Instrument shall become null and void. Lender shall release this Security Instrument. Borrower shall pay any recordation costs. Lender may charge Borrower a fee for releasing this Security Instrument, but only if the fee is paid to a third party for services rendered and the charging of the fee is permitted under Applicable Law.

24. Homestead Waiver. Borrower waives all rights of homestead exemption in the Property to the extent allowed by Applicable Law.

25. Waiver of Appraisal Rights. The laws of South Carolina provide that in any real estate foreclosure proceeding a defendant against whom a personal judgment is taken or asked may within 30 days after the sale of the mortgaged property apply to the court for an order of appraisal. The statutory appraisal value as approved by the court would be substituted for the high bid and may decrease the amount of any deficiency owing in connection with the transaction. TO THE EXTENT PERMITTED BY LAW, THE UNDERSIGNED HEREBY WAIVES AND RELINQUISHES THE STATUTORY

Initials: MM

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APPRAISAL RIGHTS WHICH MEANS THE HIGH BID AT THE JUDICIAL FORECLOSURE SALE WILL BE APPLIED TO THE DEBT REGARDLESS OF ANY APPRAISED VALUE OF THE MORTGAGED PROPERTY. This waiver shall not apply so long as the Property is used as a dwelling place as defined in § 12-37-250 of the South Carolina Code of Laws.

26. **Future Advances.** The lien of this Security Instrument shall secure the existing indebtedness under the Note and any future advances made under this Security Instrument up to 150% of the original principal amount of the Note plus interest thereon, attorneys' fees and court costs.

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

Signed, sealed and delivered in the presence of:

Mary-Margaret Wirth

Deborah Wirth

Melissa Marks (Seal)
MELISSA MARKS

State of SOUTH CAROLINA
County of COLLETON

The foregoing instrument was acknowledged before me this 10/5/07 (date)
by Melissa Marks
(name of person acknowledged).

Deborah Wirth
Signature of Person Taking Acknowledgement

My commission expires: 11/15/2016

Exhibit "A"

All that certain piece, parcel or lot of land situate, lying and being South of Cottageville in the County of Colleton, State of South Carolina, as shown on a plat entitled "AN AS-BUILT SURVEY OF 1.03 ACRES TMS 168-00-00-147 LOT 7 – PRESIDENTIAL ESTATES SURVEYED FOR LEPAUL EDWARDS FLETCHER" prepared by Jerry L. Fowler, R.L.S. 15178, dated July 28, 2003, and recorded in the Office of the Clerk of Court for Colleton County in Plat Book 34 at Page 277. Said lot measuring and bounding as follows:

On the North measuring One Hundred Eighty-Seven and Fifty Hundredths (187.50') feet, more or less, and being bounded thereon by lands now or formerly of Jay P. Campbell, Jr.; on the East measuring Two Hundred Forty (240.00') feet, more or less, and being bounded thereon by lands now or formerly of Paul Walker; on the South measuring One Hundred Eighty-Seven and Fifty Hundredths (187.50') feet, more or less, and being bounded thereon by the Fifty (50') foot Right-of-Way of Presidential Court; and on the West measuring Two Hundred Forty (240.00') feet, more or less, and being bounded thereon by lands now or formerly of Paul Walker.

Subject to easements, restrictions, and rights of way of record.

This being the same property conveyed to Melissa Marks by deed of Paul Walker dated October 5, 2007 and recorded October ____, 2007 in the Office of the Register of Deeds for Colleton in Record Book ____ at Page ____.

TMS# 168-00-00-147

V1 WBCD LOAN # 501684092

MANUFACTURED HOME RIDER TO THE MORTGAGE/ DEED OF TRUST/TRUST INDENTURE

This Rider is made this 5TH day of OCTOBER, 2007, and is incorporated into and shall be deemed to amend and supplement the Mortgage/Deed of Trust/Trust Indenture (the "Security Instrument") of the same date given by the undersigned MELISSA MARKS

(the "Borrower")

to secure Borrowers' Note to OLD SOUTH MORTGAGE CORP, A SOUTH CAROLINA CORPORATION

(the "Note Holder")

of the same date (the "Note") and covering the property described in the Security Instrument and located at 209 PRESIDENTIAL CT, ROUND O, SC 29474-4374

(Property Address)

LEGAL DESCRIPTION:
TMS #168-00-00-147

MODIFICATIONS: In addition to the covenants and agreements made in the Security Instrument, Borrowers and Note Holder further covenant and agree as follows:

A. PROPERTY:
Property, as the term is defined herein, shall also encompass the Manufactured Home described as follows:

Manufacturer's Name: OAKWOOD
Model Name: OAK/FR
Model Year: 2002 Model Number:
Serial Number(s): HONC07715247A&B
Width and Length:
which, by intention of the parties, shall constitute a part of the realty and shall pass with it.

B. ADDITIONAL COVENANTS OF BORROWER:
(a) Borrower(s) covenant and agree that they will comply with all state and local laws and regulations regarding the affixation of the Manufactured Home to the real property described herein including, but not limited to, surrendering the Certificate of Title (if required) and obtaining the requisite governmental approval and accompanying documentation necessary to classify the Manufactured Home as real property under state and local law.

Initials: MM

(b) That the Manufactured Home described above shall be, at all times, and for all purposes, permanently affected to and part of the real property legally described herein.

(c) Borrower(s) covenant that affixing the Manufactured Home to the real property legally described herein does not violate any zoning laws or other local requirements applicable to manufactured homes and further covenant that the Manufactured Homes has been delivered and installed to their satisfaction and is free from all defects.

By signing this, Borrower(s) agree to all of the above.

Melissa Marks (Seal)
MELISSA MARKS

V1 WBCD LOAN # 501684092
MIN: 100052550168409273

NOTE

OCTOBER 5, 2007 [Date] | Walterboro, [City] | SOUTH CAROLINA [State]

209 PRESIDENTIAL CT, ROUND O, SC 29474-4374
[Property Address]

1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. $76,000.00 (this amount is called "Principal"), plus interest, to the order of the Lender. The Lender is OLD SOUTH MORTGAGE CORP, A SOUTH CAROLINA CORPORATION.

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

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

2. INTEREST

Interest will be charged on unpaid principal until the full amount of Principal has been paid. I will pay interest at a yearly rate of 7.000%.

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

3. PAYMENTS

(A) Time and Place of Payments
I will pay principal and interest by making a payment every month.

I will make my monthly payment on the 1ST day of each month beginning on NOVEMBER 1, 2007. I will make these payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. Each monthly payment will be applied as of its scheduled due date and will be applied to interest before Principal. If, on OCTOBER 1, 2037, I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "Maturity Date."

I will make my monthly payments at
4 CARRIAGE LN
403
CHARLESTON, SC 29407
or at a different place if required by the Note Holder.

(B) Amount of Monthly Payments
My monthly payment will be in the amount of U.S. $505.63.

4. BORROWER'S RIGHT TO PREPAY

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

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

5. LOAN CHARGES

If a law, which applies to this loan and which sets maximum loan charges, is finally interpreted so that the interest or other loan charges collected or to be collected in connection with this loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any

Initials: _____

sums already collected from me which exceeded permitted limits will be refunded to me. The Note Holder may choos to make this refund by reducing the Principal I owe under this Note or by making a direct payment to me. If a refur reduces Principal, the reduction will be treated as a partial Prepayment.

6. BORROWER'S FAILURE TO PAY AS REQUIRED

(A) Late Charge for Overdue Payments

If the Note Holder has not received the full amount of any monthly payment by the end of 15 calendi days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be 5.000% of my overdue payment of principal and interest. I will pay this late charge promptly but only once on each late paymen

(B) Default

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

(C) Notice of Default

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

(D) No Waiver By Note Holder

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

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

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

7. GIVING OF NOTICES

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

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

8. OBLIGATIONS OF PERSONS UNDER THIS NOTE

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

9. WAIVERS

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

10. UNIFORM SECURED NOTE

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

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which

Initials: _____

Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

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

MELISSA MARKS (Seal)

PAY TO THE ORDER OF
FLAGSTAR BANK, FSB
WITHOUT RECOURSE

OLD SOUTH MORTGAGE CORP

BY:_____

PRINTED NAME:_____

ITS:_____

[Sign Original Only]

OMB NO. 2502-0265

A.

U.S. DEPARTMENT OF HOUSING & URBAN DEVELOPMENT

SETTLEMENT STATEMENT

B. TYPE OF LOAN: 1. ☐ FHA 2. ☐ FmHA 3. ☒ CONV. UNINS. 4. ☐ VA 5. ☐ CONV. INS.

6. FILE NUMBER: MARKS, MELISSA

7. LOAN NUMBER: 501684092

8. MORTGAGE INS CASE NUMBER:

C. NOTE: *This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "(POC)" were paid outside the closing; they are shown here for informational purposes and are not included in the totals.*

LO 3/98 (MARKS, MELISSA.PFD/MARKS, MELISSA/1)

D. NAME AND ADDRESS OF BORROWER:	E. NAME AND ADDRESS OF SELLER:	F. NAME AND ADDRESS OF LENDER:
Melissa Marks 5572 Trailwood Drive North Charleston, South Carolina 29418	Paul Walker Post Office Box 1131 Walterboro, South Carolina 29488	Flagstar Bank, FSB 5151 Corporated Drive Troy, Michigan 48098

G. PROPERTY LOCATION:	H. SETTLEMENT AGENT: 20-1856693 Dorcas M. Tuten, Attorney at Law PLACE OF SETTLEMENT 222 Wichman Street Walterboro, South Carolina 29488	I. SETTLEMENT DATE:
209 Presidential Court Round O, SC 29474 Colleton County, South Carolina		October 5, 2007

J. SUMMARY OF BORROWER'S TRANSACTION			K. SUMMARY OF SELLER'S TRANSACTION	
100. GROSS AMOUNT DUE FROM BORROWER:			**400. GROSS AMOUNT DUE TO SELLER:**	
101. Contract Sales Price		80,000.00	401. Contract Sales Price	80,000.00
102. Personal Property			402. Personal Property	
103. Settlement Charges to Borrower (Line 1400)		2,344.79	403.	
104.			404.	
105.			405.	
Adjustments For Items Paid By Seller in advance			*Adjustments For Items Paid By Seller in advance*	
106. City/Town Taxes	to		406. City/Town Taxes	to
107. County Taxes	10/06/07 to 01/01/08	100.75	407. County Taxes	10/06/07 to 01/01/08 100.75
108. Assessments	to		408. Assessments	to
109.			409.	
110.			410.	
111.			411.	
112.			412.	
120. GROSS AMOUNT DUE FROM BORROWER		82,445.54	*420. GROSS AMOUNT DUE TO SELLER*	80,100.75
200. AMOUNTS PAID BY OR IN BEHALF OF BORROWER:			**500. REDUCTIONS IN AMOUNT DUE TO SELLER:**	
201. Deposit or earnest money		500.00	501. Excess Deposit (See Instructions)	
202. Principal Amount of New Loan(s)		76,000.00	502. Settlement Charges to Seller (Line 1400)	7,846.00
203. Existing loan(s) taken subject to			503. Existing loan(s) taken subject to	
204.			504. Payoff of first Mortgage	
205.			505. Payoff of second Mortgage	
206.			506.	
207.			507. (Deposit disb. as proceeds)	
208.			508.	
209.			509.	
Adjustments For Items Unpaid By Seller			*Adjustments For Items Unpaid By Seller*	
210. City/Town Taxes	to		510. City/Town Taxes	to
211. County Taxes	to		511. County Taxes	to
212. Assessments	to		512. Assessments	to
213.			513.	
214.			514.	
215.			515.	
216.			516.	
217.			517. 2007 County Property Taxes to Colleton County Trea	422.67
218.			518.	
219.			519.	
220. TOTAL PAID BY/FOR BORROWER		76,500.00	*520. TOTAL REDUCTION AMOUNT DUE SELLER*	8,268.67
300. CASH AT SETTLEMENT FROM/TO BORROWER:			**600. CASH AT SETTLEMENT TO/FROM SELLER:**	
301. Gross Amount Due From Borrower (Line 120)		82,445.54	601. Gross Amount Due To Seller (Line 420)	80,100.75
302. Less Amount Paid By/For Borrower (Line 220)		(76,500.00)	602. Less Reductions Due Seller (Line 520)	(8,268.67)
303. CASH (X FROM) (TO) BORROWER		5,945.54	*603. CASH (X TO) (FROM) SELLER*	71,832.08

The undersigned hereby acknowledge receipt of a completed copy of pages 1&2 of this statement & any attachments referred to herein.

Borrower Melissa Marks
Melissa Marks

Seller
Paul Walker

L. SETTLEMENT CHARGES

			PAID FROM BORROWER'S FUNDS AT SETTLEMENT	PAID FROM SELLER'S FUNDS AT SETTLEMENT
700. TOTAL COMMISSION Based on Price	$ 80,000.00 @ 6.0000 %	4,800.00		
Division of Commission (line 700) as Follows:				
701. $ 4,800.00 to RE/MAX Southern Real Estate				
702. $ to				
703. Commission Paid at Settlement				
704. to				4,800.00
800. ITEMS PAYABLE IN CONNECTION WITH LOAN				
801. Loan Origination Fee 1.1250 %	to Old South Mortgage Corp.			
802. Loan Discount %	to			855.00
803. Appraisal Fee	to Port City Appraisals			
804. Credit Report	to			400.00
805. Lender's Inspection Fee	to			
806. Mortgage Ins. App. Fee	to			
807. Assumption Fee	to			
808. Processing Fee	to Old South Mortgage			
809. Administrative Fee	to Flagstar Bank, FSB			150.00
810. Flood Certification Fee	to FDSI			620.00
811. Tax Service Fee	to 1st American RE Tax Service	POC:18.50		
812. Broker Yield Spread Premium	to Old South Mortgage	POC:L69.00		
813.		POC:L1076.92		
814.				
815.				
816.				
817.				
818.				
819.				
820.				
900. ITEMS REQUIRED BY LENDER TO BE PAID IN ADVANCE				
901. Interest From 10/05/07 to 10/01/07	@ $ 14.575300/day (-4 days	%)	-58.30	
902. Mortgage Insurance Premium for months to				
903. Hazard Insurance Premium for 1.0 years	to Cliff Heath Insurance		654.72	375.00
904.				
905.				
1000. RESERVES DEPOSITED WITH LENDER				
1001. Hazard Insurance	3.000 months @ $ 86.81 per month		267.43	
1002. Mortgage Insurance	0.000 months @ $ 55.10 per month			
1003. City/Town Taxes	months @ $ per month			
1004. County Taxes	12.000 months @ $ 35.20 per month		422.40	
1005. Assessments	months @ $ per month			
1006.	months @ $ per month			
1007.	months @ $ per month			
1008. Aggregate Accounting Adjustmen	months @ $ per month		-257.46	
1100. TITLE CHARGES				
1101. Settlement or Closing Fee	to			
1102. Abstract or Title Search	to Dorcas M. Tuten, Attorney at Law		160.00	
1103. Title Examination	to			
1104. Title Insurance Binder	to Dorcas M. Tuten, Attorney at Law		50.00	
1105. Document Preparation	to Dorcas M. Tuten, Attorney at Law			125.00
1106. Notary Fees	to			
1107. Attorney's Fees	to Dorcas M. Tuten, Attorney at Law		400.00	
(includes above item numbers:	)			
1108. Title Insurance	to Stewart Title Guaranty Company		300.00	
(includes above item numbers:	)			
1109. Lender's Coverage	$ 76,000.00	215.00		
1110. Owner's Coverage	$ 80,000.00	85.00		
1111. Attorney's Fee to Deville MH	to Dorcas M. Tuten, Attorney at Law		200.00	
1112. Obtain MH Title Fee	to SCDMV		35.00	
1113. Deville MH Fee	to SCDMV		50.00	
200. GOVERNMENT RECORDING AND TRANSFER CHARGES				
201. Recording Fees: Deed $ 10.00 ; Mortgage $ 16.00 ;	Releases $		26.00	
202. City/County Tax/Stamps: Deed	296.00 ; Mortgage			296.00
203. State Tax/Stamps: Deed	; Mortgage			
204. Record Aff. to Retire MH	to Colleton County Register of Deeds		10.00	
205. Record MH Lien Affidavit	to Colleton County Register of Deeds		10.00	
300. ADDITIONAL SETTLEMENT CHARGES				
301. Survey	to			
302. Pest Inspection	to Carolina Pest Pro			225.00
303. Courier Fee	to Dorcas M. Tuten, Attorney at Law		60.00	
304. E-mail Download Fee	to Dorcas M. Tuten, Attorney at Law		25.00	
305.				
400. TOTAL SETTLEMENT CHARGES (Enter on Lines 103, Section J and 502, Section K)			2,344.79	7,845.00

By signing page 1 of this statement, the signatories acknowledge receipt of a completed copy of page 2 of this two page statement.

Dorcas M. Tuten, Attorney at Law
Settlement Agent

Certified to be a true copy.

(MARKS, MELISSA / MARKS, MELISSA / 8)

OFFICIAL SOUTH CAROLINA WOOD INFESTATION REPORT

THIS REPORT VALID FOR 45 DAYS ONLY. THIS REPORT MAY **NOT** BE USED IN A REAL ESTATE CLOSING AFTER 45 DAYS. THIS REPORT IS NOT TO BE CONSTRUED AS A GUARANTEE OR WARRANTY AGAINST FUTURE INFESTATION OR DAMAGE. IT IS RECOMMENDED BY THE DEPARTMENT OF PESTICIDE REGULATION, REGULATORY AND PUBLIC SERVICE PROGRAMS, AND THE SOUTH CAROLINA PEST CONTROL ASSOCIATION THAT THE **PURCHASER** OF THE STRUCTURE, RATHER THAN THE SELLER, OBTAIN THIS WOOD INFESTATION REPORT.

Date 9-24-2007 File No. _____

This is to report that a qualified inspector employed by the below named firm has carefully inspected readily accessible areas, including attics and crawl spaces which permit entry, of the property located at the below address for termites, other wood-destroying insects, and fungi. The inspection for fungi and fungi damage commonly called water damaged wood, rot or decay is limited to the area below the first main floor of the structure as defined by DPRPN-198. This report specifically excludes hidden areas and areas not readily accessible, and the undersigned pest control operator disclaims that he has made any inspection of such hidden areas or of such areas not readily accessible.

The inspection described has been made **on the basis of visible evidence, and special attention was given to those accessible areas which experience has shown to be particularly susceptible to attack by wood-destroying insects. Probing and/or sounding of those areas and other visible and accessible wood members showing evidence of infestation was performed. This report is submitted without warranty, guarantee, or representation as to concealed evidence of infestation or damage or as to future infestation.**

If there is evidence of active infestation or past infestation of termites and/or other wood-destroying insects or fungi, it must be assumed that there is some damage to the building caused by this infestation; however any visible damage to a wood member in accessible areas has been reported. The below-named firm's inspectors are not engineers or builders, and you may wish to call a qualified engineer or expert in the building trade to provide their opinion as to whether there is structural damage to this property.

LOCATION AND DESCRIPTION OF PROPERTY INSPECTED: 209 PRESIDENTIAL CT, COTTAGEVILLE, S.C.

TYPE OF TRANSACTION: FHA _____ VA _____ CONVENTIONAL _____. LOAN ASSUMPTION _____ CASH SALE _____

IF ANY OF THE FOLLOWING ITEMS ARE MARKED YES, DESCRIBE ON REVERSE:	Check Only Appropriate Items YES	NO
WERE ANY AREAS OF THE PROPERTY OBSTRUCTED OR INACCESSIBLE?	[X]	[ ]
INFESTATION:		
1. There is visible evidence of active: (A) subterranean termites.	[ ]	[X]
(B) other wood-destroying insects.	[ ]	[X]
2. There is visible evidence of a previous infestation of:		
(A) subterranean termites	[ ]	[X]
(B) other wood-destroying insects.	[ ]	[X]
3. There is visible evidence of prior subterranean termite treatment	[ ]	[X]
4. There is evidence below the first main floor of the presence of:		
(A) active wood-destroying fungi (wood moisture content 28% or above)	[ ]	[X]
(B) wood-destroying fungi is present but not active (less than 28% wood moisture content).	[ ]	[X]
5. There is evidence of the presence of excessive moisture conditions below the first main floor (20% or above wood moisture content, standing water, etc.)	[ ]	[X]

DAMAGE: **Termite, other wood-destroying insects and fungi (Note: reporting of fungi damage to wood, commonly called water damage, decay or rot, is limited to the area below the first main floor of the structure as defined by DPRPN-198.)**

At the time of our inspection, there were visibly damaged wooden members (e.g insect damage to columns, sills, joists, plates, door jambs, headers, exterior stairs, porches, or fungi damage below the first main floor) If the answer is "YES," specify causes and location(s) on back.	[ ]	[X]

DAMAGE OBSERVED (IF ANY)	Check Appropriate Block Below
A. Will be or has been corrected by this company	[ ]
B. Will be or has been corrected by another company (see attached contract.)	[ ]
C. Will not be corrected by this company; recommend that structure be thoroughly and completely evaluated by a qualified building expert licensed or registered with the S.C. Department of Labor, Licensing, and Regulations, Residential Builder's Commission and that needed repairs be made.	[ ]
D. In our opinion there is insufficient visible damage to recommend repair. (Explanation on the reverse side why repair was not recommended.)	[X]

TREATMENT

	Check Appropriate Block Below
1. The property described was treated by us for the prevention or control of _____ (date of treatment)	[ ]
A waiver has been issued and is attached to this form	[ ]
The present treatment warranty will expire on _____ and may be renewed initially at $ _____ by the owner.	
2. The property described has not been treated by us and is not now under contract with our firm	[X]

SEE OTHER SIDE OF THIS REPORT FOR ADDITIONAL CONDITIONS GOVERNING THIS REPORT.

CL-100 Approved by the South Carolina Pest Control Association, Inc., and the Division of Regulatory and Public Service Programs of Clemson University. Revised 3/99 Supercedes earlier versions.

(OVER)

CONDITIONS GOVERNING THIS REPORT

Please read carefully.

This report is based on the observations and opinions of our inspector. It must be noted that all buildings have some wood members which are not visible or accessible for inspection. It is not always possible to determine the presence of infestation without extensive probing and in some cases actual dismantling of parts of the structure being inspected.

All inspections and reports will be made on the basis of what is visible, and we will not render opinions covering areas that are enclosed or not readily accessible, areas of finished rooms, areas concealed by wall coverings, floor coverings, insulation, furniture, equipment, stored articles, or any portion of the structure in which inspection would necessitate tearing out or marring finished work. We do not move furniture, appliances, equipment, etc. Plumbing leaks may not be apparent at the time of inspection. If evidence of such leaks is disclosed, liability for the correction of such leaks is specifically denied. No opinion can be rendered as to infestation or damage on that portion of sheathing, siding or other susceptible material which continues below soil grade.

The areas of the substructure and attic that are accessible and open for inspection have been inspected. The substructure is defined as that portion of the building below the first main floor living space.

Detached garages, sheds, lean-tos, fences, or other buildings on the property are not included in this inspection report unless specifically noted.

The company, upon specific request and agreement as to additional charge, will open any inaccessible, concealed, or enclosed area and inspect same and make a report thereon.

REMARKS

THIS SPACE IS TO BE USED TO DETAIL ANY "YES" ANSWERS FROM THE FRONT OF THIS FORM. INCLUDE ITEM NUMBER WITH EACH EXPLANATION. CLARIFICATION AND EXPLANATION OF OTHER ITEMS MAY ALSO BE INCLUDED.

AT THE TIME OF MY INSPECTION CARPET AND OTHER FLOOR COVERINGS PREVENTED ME FROM INSPECTING COVERED AREAS. INSULATION AND A FELT MOISTURE BARRIER PREVENTED INSPECTION OF JOISTS AND SUB FLOORS. I COULD TELL THAT TERMITES WERE NOT ENTERING THE BUILDING. NO MOISTURE PROBLEMS FOUND. THERE IS NO EVIDENCE OF A TERMITE TREATMENT.

THIS PROPERTY WAS NOT INSPECTED BY THIS FIRM FOR THE PRESENCE OR ABSENCE OF HEALTH RELATED MOLDS OR FUNGI. IF YOU DESIRE INFORMATION ABOUT THIS YOU SHOULD CONTACT AN INDUSTRIAL HYGIENIST. I AM NOT A MOLD INSPECTOR.
ANY COMMENTS TO DAMAGE ON THIS REPORT ARE MENTIONED ONLY AS PROOF OF A PREVIOUS OR CURRENT INFESTATION. CAROLINA PEST PRO MAKES NO CLAIM TO THE STRUCTURAL INTEGRITY OF ANY PART OF THIS BUILDING. IF YOU HAVE ANY CONCERNS ABOUT THE STRUCTURAL INTEGRITYOF THIS BUILDING YOU SHOULD CONTACT A QUALIFIED BUILDING EXPERT LICENSED WITH THE S.C. DEPARTMENT OF LABOR, LICENSING, AND REGULATIONS, RESIDENTIAL BUILDERS COMMISSION.

IF YOU SHOULD HAVE ANY QUESTIONS ABOUT THIS REPORT, FEEL FREE TO CONTACT ME AT THE NUMBER BELOW.

Neither I nor the company for which I am acting have had, presently have, or contemplate having any interest in this property. I do further state that neither I nor the company for which I am acting is associated in any way with any party to this transaction.

LICENSE NUMBER OF PERSON SIGNING THIS REPORT
CA011306
(MUST BE CERTIFIED IN CATEGORY 7A)

Business License Number **B0002435**

Carolina Pest Pro
821 Winding Creek RD
Walterboro, S.C. 29488

ACKNOWLEDGMENT:

INSPECTED BY _____

PURCHASER ACKNOWLEDGES THAT A COPY OF THIS REPORT HAS BEEN REVIEWED AND RECEIVED.

10/5/07
DATE ACKNOWLEDGED

Melissa Martin
PURCHASER'S SIGNATURE

Privacy Policy Notice

PURPOSE OF THIS NOTICE

Title V of the Gramm-Leach-Bliley Act (GLBA) generally prohibits any financial institution, directly or through its affiliates, from sharing nonpublic personal information about you with a nonaffiliated third party unless the institution provides you with a notice of its privacy policies and practices, such as the type of information that it collects about you and the categories of persons or entities to whom it may be disclosed. In compliance with the GLBA, we are providing you with this document, which notifies you of the privacy policies and practices of Dorcas M. Tuten, Attorney at Law, Edisto Title Insurance Agency and Stewart Title Guaranty Company.

We may collect nonpublic personal information about you from the following sources:

- Information we receive from you, such as on applications or other forms.

- Information about your transactions we secure from our files, or from our affiliates or others.

- Information we receive from a consumer reporting agency.

- Information that we receive from others involved in your transaction, such as the real estate agent or lender.

Unless it is specifically stated otherwise in an amended Privacy Policy Notice, no additional nonpublic personal information will be collected about you.

We may disclose any of the above information that we collect about our customers or former customers to our affiliates or to nonaffiliated third parties as permitted by law.

WE DO NOT DISCLOSE ANY NONPUBLIC PERSONAL INFORMATION ABOUT YOU WITH ANYONE FOR ANY PURPOSE THAT IS NOT SPECIFICALLY PERMITTED BY LAW.

We restrict access to nonpublic personal information about you to those employees who need to know that information in order to provide products or services to you. We maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

BUYER/SELLER CERTIFICATION

Buyer: Melissa Marks
Seller: Paul Walker
Lender: Flagstar Bank, FSB
Closing Date: October 5, 2007

Property Location: 209 Presidential Court,
Round O, SC, 29474
Colleton County, South Carolina

The Buyer and Seller this date have checked, reviewed and approved the figures appearing on the Settlement Statement (statement of actual costs). Buyer acknowledges receipt of the payment of the loan proceeds in full, and Seller acknowledges payment in full of the proceeds due Seller from the settlement.

Seller understands that the payoff figure(s) shown on the first page of the Settlement Statement are figures supplied to the settlement agent by the Seller's lender(s) and is/are subject to confirmation upon tender of payment. If the payoff figure(s) are inaccurate, Seller agrees to immediately pay any shortage(s) that may exist.

As part of the consideration of this sale, the contract between the parties is by reference incorporated herein and made a part hereof; the terms and conditions contained therein shall survive the closing and shall not merge upon the delivery of the warranty deed.

I have carefully reviewed the HUD-1 Settlement Statement and to the best of my knowledge and belief, it is a true and accurate Statement of all receipts and disbursements made on my account or by me in this transaction.

Melissa Marks - Buyer

Paul Walker - Seller

To the best of my knowledge, the HUD-1 Settlement Statement which I have prepared is a true and accurate account of the funds which were received and have been or will be disbursed by the undersigned as part of the settlement of this transaction.

Dorcas M. Tuten, Attorney at Law

By: _____
Dorcas M. Tuten

Warning: It is a crime to knowingly make false statements to the United States on this or any similar form. Penalties upon conviction can include a fine and imprisonment. For details see: title 18 U.S. code section 1001 and section 1010.

MEMORANDUM TO REAL ESTATE CLIENTS

It is our understanding that you have selected our firm to represent you in the closing of your residential mortgage loan. In a transaction such as this, we represent the borrower, the lender, and, in limited capacity, we sometimes represent the seller. If your lender requires title insurance or should you desire to purchase owner's title insurance, and we are designated as the issuing agent for such insurance, we shall also act upon the behalf of the title insurance company and be entitled to a commission from the insurer equal to sixty (60%) percent of the total premium.

There is nothing improper about this multiple representation so long as (1) we objectively determine that we can exercise independent judgment on behalf of each client; and (2) you voluntarily consent to the nature of our representation after having been informed of the potential conflicts of interest that might arise in this situation and the legal consequences of this type of representation.
Each transaction is different and conflicts do not often arise. Nevertheless, there are a number of potential conflicts of interest that can arise in residential mortgage loan transactions. For example, the lender may be willing to accept a title that is unacceptable to you; or you and the lender may have a disagreement with respect to the interest rate or other terms of the loan. Should we determine that there are material differences that cannot be amicably resolved, then we must at that time totally withdraw from the representation. If this occurs, and it rarely does, we will, if you wish, assist you in obtaining new counsel to represent you.

Secondly, in a multiple representation situation, confidential information given by one of the clients to the closing attorney is not protected against non-disclosure by the attorney-client privilege. This exception to the attorney-client privilege will have an impact only in the unlikely event that you and the lender (or, in the event you have an owner's title insurance policy, the title insurer) become involved in litigation with each other. BY EXECUTING THIS MEMORANDUM YOU ARE AUTHORIZING US TO DISCLOSE CONFIDENTIAL INFORMATION IN OUR TRUST ACCOUNT RECORDS TO THE TITLE INSURANCE COMPANY AND ANY OTHER PARTY WHO MAY HAVE SUFFICIENT CAUSE FOR REVIEWING SUCH INFORMATION.

Finally, unless we otherwise affirmatively agree, our legal representation of you is limited to handling the closing of the mortgage loan you are obtaining. We may be ethically prohibited from representing you in any dispute you may have with the seller of the property, the lender, a real estate agent, a builder or repairman, or in any dispute with any other party arising before or after the closing.
If you are willing to consent to our representation of you on the conditions set forth above, please indicate so by signing your name in the space provided below. You should keep a copy of this Memorandum for your files.

I/We consent to the representation of Dorcas M. Tuten, upon the conditions set forth above.

Date: October 5, 2007

Paul Walker

Melissa Marks

DISCLOSURES TO PURCHASERS OF REAL ESTATE

1. REAL PROPERTY TAXES. If you are purchasing real property in South Carolina you will assume responsibility for the payment of all real property taxes assessed by the County in which the property is located. In a typical transaction between buyer and seller, the buyer receives a credit from the seller for the pro-rata share of property taxes owed by the seller from January 1 through the date of closing. The buyer will be responsible for securing the annual tax bill from the county treasurer's office and making payment directly to the county treasurer. The buyer will pay the total tax bill as it has received a credit for the seller's pro-rata share. If you do not receive the tax bill for the year in which closing occurs, you should contact the applicable county treasurer's office. In most counties, taxes will be past due if not paid by January 15th following the tax year in question

2. HAZARD INSURANCE. When you purchase real property with improvements (such as a house or other structure) you should consider the insurance which will be necessary to protect your investment. In a typical mortgage loan transaction, your lender will require you to provide evidence of insurance protecting both you and your lender in an amount not to exceed the replacement cost of the structures located on your property. If there is no lender involved you should contact an insurance agent to obtain the coverage necessary to protect your investment. You should be aware that the coverage requested by your lender may not be sufficient for your needs.

3. LEGAL RESIDENCE. If you are purchasing property which you intend to occupy as your legal residence, you should be aware that to obtain the legal residence tax rate of 4% you must make application with the appropriate county assessor's office. Most counties require that you apply for the legal residence designation on a periodic basis, usually every two to three years. If you fail to obtain the legal residence designation for your property, your taxes will be based on a 6% rate as opposed to a 4% rate. Therefore, if the property will be your principal residence, you should immediately contact the county assessor's office to obtain the necessary forms for the application and to determine the deadline for filing the application. . If the property purchased in this transaction is to be your primary residence, you should contact the Colleton County Assessor's Office at (843) 549-1213 and make application for the 4% tax assessment. Application for the 4% assessment should be made as soon as possible following your actual occupancy of the property as your **PRIMARY RESIDENCE.**

THESE DISCLOSURES ARE PROVIDED TO YOU AS A COURTESY FROM THE LAW FIRM OF DORCAS M. TUTEN. THIS OFFICE MAKES NO REPRESENTATIONS TO YOU THAT THESE DISCLOSURES ARE SUFFICIENT FOR YOUR PURPOSES AND SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS OR WARRANTIES WHICH MAY BE IMPLIED BY THIS DISCLOSURE. IF YOU HAVE SPECIFIC QUESTIONS REGARDING YOUR PURCHASE, YOU SHOULD CONTACT YOUR CLOSING ATTORNEY.

Date: October 5, 2007

Melissa J. Marks

Melissa Marks

O. **Delivery of Closed Loan Package** - The closed loan package must be received within 72 hours of disbursement (96 hours for AK and HI). Packages that are not received within this time frame will be charged a $100.00 per day fee and/or any marketing loss incurred by Flagstar Bank until the package is received.

PLEASE SEND ALL CLOSED LOAN PACKAGES BY OVERNIGHT DELIVERY TO:

FLAGSTAR BANK
CLOSED PACKAGE RECEIVING MAIL STOP W-800-1
5151 CORPORATE DRIVE
TROY, MI 48098

P. **Final Documents** - All recorded documents and the final title policy, if applicable, must be received within 90 days from the closing date.

PLEASE SEND ALL FINAL DOCUMENTS TO:

FLAGSTAR BANK
Final Documents Mail Stop W-890-1
5151 Corporate Drive
Troy, MI 48098

Q. **Please read the SPECIFIC CONDITIONS that are made part of these Closing Instructions for any other outstanding conditions that must be met prior to closing this loan. If there are any necessary items missing from the closing package, please contact the Closer/Loan Originator immediately.**

Closing Agent Signature Dorcas West 10/5/07
Printed Name /Date
Dorcas M. Tuten

*****SPECIFIC CONDITIONS*****

THE SETTLEMENT AGENT AND/OR TITLE COMPANY MUST NOTIFY FLAGSTAR BANK VIA A PHONE CALL TO (800) 447-7181 IMMEDIATELY IF IT HAS KNOWLWDGE THAT:

1. the subject property changed ownership within the preceding 60 days; or
2. this mortgage transaction is one of multiple purchase transactions, involving the same buyer that has occured within the previous 90 days; or
3. this transaction involves cash back to the buyer at the closing that is in excess of 6 percent of the purchase price

01. Satisfactory title work -- an ALTA 7 endorsement must accompany all title work for a manufactured home. The endorsement should ensure that the land described in the policy as the insured property includes the manufactured housing unit located on the land as of the date of the policy.
02. Sign and Date Typed Loan Application
03. Total New House Payment Including Taxes and Insurance Cannot Exceed ${690}.
04. Borrower's Cash Used for Closing, Net of the Original Real Estate Broker's Deposit (if applicable), Cannot Exceed ${6000}.
05. If Title Work Shows Any Gas, Oil, or Mineral Rights, Title Company Must Issue a Letter Stating Final Policy Will Insure Over These Rights
06. Flagstar Bank to Have First and Only Lien
07. Title Work to Prove no Delinquent Taxes, Undisclosed Liens, Judgments or Assessments or Approval May Be Null and Void
08. One General Authorization Form
09. Zero-up front monthly M.I. has been ordered on this loan. The monthly M.I. premium must be included in the payment letter and the Truth-in-lending.
10. All Applicable Riders and Disclosures per Product Descriptions and FNMA/FHLMC Guidelines
11. Flood Hazard Notice Zone
12. Any property tax figures that are available at the time of settlement must be paid at closing. Do NOT escrow for

<param name=

Uniform Residential Loan Application

This application is designed to be completed by the applicant(s) with the Lender's assistance. Applicants should complete this form as "Borrower" or "Co-Borrower," as applicable. Co-Borrower information must also be provided (and the appropriate box checked) when ☐ the income or assets of a person other than the Borrower (including the Borrower's spouse) will be used as a basis for loan qualification or ☐ the income or assets of the Borrower's spouse or other person who has community property rights pursuant to state law will not be used as a basis for loan qualification, but his or her liabilities must be considered because the spouse or other person has community property rights pursuant to applicable law and Borrower resides in a community property state, the security property is located in a community property state, or the Borrower is relying on other property located in a community property state as a basis for repayment of the loan.

If this is an application for joint credit, Borrower and Co-Borrower each agree that we intend to apply for joint credit (sign below):

Borrower

Co-Borrower

I. TYPE OF MORTGAGE AND TERMS OF LOAN

Mortgage Applied for: ☐ VA ☒ Conventional ☐ Other (explain): ☐ FHA ☐ USDA/Rural Housing Service

Agency Case Number:

Lender Case Number: 501684092

Amount	Interest Rate	No. of Months	Amortization Type:
$ 76000	7 %	360	☒ Fixed Rate ☐ GPM ☐ Other (explain): ☐ ARM (type):

II. PROPERTY INFORMATION AND PURPOSE OF LOAN

Subject Property Address (street, city, state & ZIP): 209 PRESIDENTIAL CT MOUND 0, SC 29474 — No. of Units: 1

Legal Description of Subject Property (attach description if necessary): TMS H168-00-00-117 — Year Built: 2002

Purpose of Loan: ☒ Purchase ☐ Refinance ☐ Construction ☐ Construction-Permanent ☐ Other (explain):

Property will be: ☒ Primary Residence ☐ Secondary Residence ☐ Investment

Complete this line if construction or construction-permanent loan.

Year Lot Acquired	Original Cost	Amount Existing Liens	(a) Present Value of Lot	(b) Cost of Improvements	Total (a + b)
0	$ 0	$ 0	$ 0	$ 0	$ 0

Complete this line if this is a refinance loan.

Year Acquired	Original Cost	Amount Existing Liens	Purpose of Refinance	Describe Improvements ☐ made ☒ to be made
	$ 0	$ 0		Cost: $ 0

Title will be held in what Name(s): MELISSA MARKS, Melissa Marks

Manner in which Title will be held: SINGLE WOMAN

Estate will be held in: ☒ Fee Simple ☐ Leasehold (show expiration date)

Source of Down Payment, Settlement Charges, and/or Subordinate Financing (explain)

III. BORROWER INFORMATION

Borrower

Borrower's Name (include Jr. or Sr. if applicable): MELISSA MARKS

Social Security Number	Home Phone (incl. area code)	DOB (mm/dd/yyyy)	Yrs. School
284826701	8438194890	10/11/1968	0

☐ Married ☒ Unmarried (include single, divorced, widowed) ☐ Separated

Dependents (not listed by Co-Borrower): No. 0 Ages

Present Address (street, city, state, ZIP): 5672 TEALWOOD DRIVE NORTH CHARLESTON, SC 29418 ☐ Own ☒ Rent 6 No. Yrs.

Mailing Address, if different from Present Address

If residing at present address for less than two years, complete the following:

Former Address (street, city, state, ZIP) ☐ Own ☐ Rent ____ No. Yrs.

Co-Borrower

Co-Borrower's Name (include Jr. or Sr. if applicable):

Social Security Number	Home Phone (incl. area code)	DOB (mm/dd/yyyy)	Yrs. School

☐ Married ☐ Unmarried (include single, divorced, widowed) ☐ Separated

Dependents (not listed by Borrower): No. Ages

Present Address (street, city, state, ZIP) ☐ Own ☐ Rent ____ No. Yrs.

Mailing Address, if different from Present Address

Former Address (street, city, state, ZIP) ☐ Own ☐ Rent ____ No. Yrs.

IV. EMPLOYMENT INFORMATION

Borrower

Name & Address of Employer ☐ Self Employed: Motley Rice, 28 Bridgeside Blvd, Mount Pleasant SC 29464

Yrs. on this job: 7

Yrs. employed in this line of work/profession: 7

Position/Title/Type of Business: Paralegal II

Business Phone (incl. area code): 8432169000

If employed in current position for less than two years or if currently employed in more than one position, complete the following:

Name & Address of Employer ☐ Self Employed — Dates (from - to) — Monthly Income: $

Position/Title/Type of Business — Business Phone (incl. area code)

Name & Address of Employer ☐ Self Employed — Dates (from - to) — Monthly Income: $

Position/Title/Type of Business — Business Phone (incl. area code)

Co-Borrower

Name & Address of Employer ☐ Self Employed — Yrs. on this job — Yrs. employed in this line of work/profession

Position/Title/Type of Business — Business Phone (incl. area code)

If employed in current position for less than two years or if currently employed in more than one position, complete the following:

Name & Address of Employer ☐ Self Employed — Dates (from - to) — Monthly Income: $

Position/Title/Type of Business — Business Phone (incl. area code)

Name & Address of Employer ☐ Self Employed — Dates (from - to) — Monthly Income: $

Position/Title/Type of Business — Business Phone (incl. area code)

<param name=

V. MONTHLY INCOME AND COMBINED HOUSING EXPENSE INFORMATION

Gross Monthly Income	Borrower	Co-Borrower	Total	Combined Monthly Housing Expense	Present	Proposed
Base Empl. Income*	$ 3082	$	$ 3082	Rent	$ 0	
Overtime	0		0	First Mortgage (P&I)	0	$ 505.63
Bonuses	0		0	Other Financing (P&I)	0	0
Commissions	0		0	Hazard Insurance	0	85.81
Dividends/Interest	0		0	Real Estate Taxes	0	35.2
Net Rental Income	0		0	Mortgage Insurance	0	55.1
Other (before completing, see the notice in "describe other income," below)	0		0	Homeowner Assn. Dues	0	0
				Other	0	0
Total	$ 3082	$	$ 3082	Total	$ 0	$ 681.74

* Self-Employed Borrower(s) may be required to provide additional documentation such as tax returns and financial statements.

Describe Other Income Notice: Alimony, child support, or separate maintenance income need not be revealed if the Borrower(B) or Co-Borrower (C) does not choose to have it considered for repaying this loan.

B/C		Monthly Amount
		$

VI. ASSETS AND LIABILITIES

This Statement and any applicable supporting schedules may be completed jointly by both married and unmarried Co-Borrowers if their assets and liabilities are sufficiently joined so that the Statement can be meaningfully and fairly presented on a combined basis; otherwise, separate Statements and Schedules are required. If the Co-Borrower section was completed about a non-applicant spouse or other person, this Statement and supporting schedules must be completed about that spouse or other person also.

Completed ☐ Jointly ☒ Not Jointly

ASSETS Description	Cash or Market Value
Cash deposit toward purchase held by: Cash Deposit on Property	$ 500
List checking and savings accounts below	
Name and address of Bank, S&L, or Credit Union: Wachovia	
Acct. no.	$ 1038
Name and address of Bank, S&L, or Credit Union: ING	
Acct. no.	$ 2030
Name and address of Bank, S&L, or Credit Union	
Acct. no.	$
Name and address of Bank, S&L, or Credit Union	
Acct. no.	$
Stocks & Bonds (Company name/number & description)	$
Life insurance net cash value	$
Face amount: $	
Subtotal Liquid Assets	$ 3568
Real estate owned (enter market value from schedule of real estate owned)	$ 0
Vested interest in retirement fund	$ 6142
Net worth of business(es) owned (attach financial statement)	$
Automobiles owned (make and year)	$
Other Assets (itemize)	$
Total Assets a.	$ 9710

Liabilities and Pledged Assets. List the creditor's name, address, and account number for all outstanding debts, including automobile loans, revolving charge accounts, real estate loans, alimony, child support, stock pledges, etc. Use continuation sheet, if necessary. Indicate by (*) those liabilities, which will be satisfied upon sale of real estate owned or upon refinancing of the subject property.

LIABILITIES	Monthly Payment & Months Left to Pay	Unpaid Balance
Name and address of Company: SC STUDNTLN	$ Payment/Months: 20 / 98	$ 1950
Acct. no. 204626701 12		
Name and address of Company: SC STUDNTLN	$ Payment/Months: 56 / 97	$ 5429
Acct. no. 204626701 12		
Name and address of Company: GEMB/BELK	$ Payment/Months: 100 / 12	$ 1185
Acct. no. 106956		
Name and address of Company: WFNNB/RETAIL STYLE	$ Payment/Months: 20 / 20	$ 619
Acct. no. 5641927672		
Name and address of Company: GEMB/CARE CREDIT	$ Payment/Months: 15 / 19	$ 291
Acct. no. 601918038017		
Name and address of Company: TSO/CBSD PO BOX 9714 GREY TN 37615	$ Payment/Months: 10 / 20	$ 198
Acct. no. 6035320106348129		
Name and address of Company: SHELL/CITI PO BOX 15687 WILMINGTON DE 19850	$ Payment/Months: 10 / 10	$ 102
Acct. no. 408477495		
Alimony/Child Support/Separate Maintenance Payments Owed to:	$	
Job-Related Expense (child care, union dues, etc.)	$	
Total Monthly Payments	$ 821	
Net Worth (a. minus b.) $ -28976	Total Liabilities b.	$ 88686

<param name=

VI. ASSETS AND LIABILITIES (cont'd)

Schedule of Real Estate Owned (If additional properties are owned, use continuation sheet.)

Property Address (enter S if sold, PS if pending sale or R if rental being held for income)	Type of Property	Present Market Value	Amount of Mortgages & Liens	Gross Rental Income	Mortgage Payments	Insurance, Maintenance, Taxes & Misc.	Net Rental Income
		$	$	$	$	$	$
	Totals	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0

List any additional names under which credit has previously been received and indicate appropriate creditor name(s) and account number(s):

Alternate Name	Creditor Name	Account Number

VII. DETAILS OF TRANSACTION

a. Purchase price	$ 80000
b. Alterations, improvements, repairs	0
c. Land (if acquired separately)	0
d. Refinance (incl. debts to be paid off)	0
e. Estimated prepaid items	1661.44
f. Estimated closing costs	2986
g. PMI, MIP, Funding Fee	0
h. Discount (if Borrower will pay)	0
i. Total costs (add items a through h)	84647.44
j. Subordinate financing	0
k. Borrower's closing costs paid by Seller	2400
l. Other Credits (explain)	
Cash Deposit on Sales Contract	500
	0
	0
	0
	0
	0
m. Loan amount (exclude PMI, MIP, Funding Fee financed)	76000
n. PMI, MIP, Funding Fee financed	0
o. Loan amount (add m & n)	76000
p. Cash from/to Borrower (subtract j, k, l & o from i)	5747.44

VIII. DECLARATIONS

If you answer "Yes" to any questions a through i, please use continuation sheet for explanation.

	Borrower Yes	Borrower No	Co-Borrower Yes	Co-Borrower No
a. Are there any outstanding judgments against you?		X		
b. Have you been declared bankrupt within the past 7 years?		X		
c. Have you had property foreclosed upon or given title or deed in lieu thereof in the last 7 years?		X		
d. Are you a party to a lawsuit?		X		
e. Have you directly or indirectly been obligated on any loan which resulted in foreclosure, transfer of title in lieu of foreclosure, or judgment? (This would include such loans as home mortgage loans, SBA loans, home improvement loans, educational loans, manufactured (mobile) home loans, any mortgage, financial obligation, bond, or loan guarantee. If "Yes," provide details, including date, name, and address of Lender, FHA or VA case number, if any, and reasons for the action.)		X		
f. Are you presently delinquent or in default on any Federal debt or any other loan, mortgage, financial obligation, bond, or loan guarantee? If "Yes," give details as described in the preceding question.		X		
g. Are you obligated to pay alimony, child support, or separate maintenance?		X		
h. Is any part of the down payment borrowed?		X		
i. Are you a co-maker or endorser on a note?		X		
j. Are you a U.S. citizen?	X			
k. Are you a permanent resident alien?		X		
l. Do you intend to occupy the property as your primary residence? If "Yes," complete question m below.	X			
m. Have you had an ownership interest in a property in the last three years?		X		
(1) What type of property did you own - - principal residence (PR), second home (SH), or investment property (IP)?				
(2) How did you hold title to the home - - solely by yourself (S), jointly with your spouse (SP), or jointly with another person (O)?				

IX. ACKNOWLEDGEMENT AND AGREEMENT

Each of the undersigned specifically represents to Lender and to Lender's actual or potential agents, brokers, processors, attorneys, insurers, servicers, successors and assigns and agrees and acknowledges that: (i) the information provided in this application is true and correct as of the date set forth opposite my signature and that any intentional or negligent misrepresentation of the information contained in this application may result in civil liability, including monetary damages, to any person who may suffer any loss due to reliance upon any misrepresentation that I have made on this application, and/or in criminal penalties including, but not limited to, fine or imprisonment or both under the provisions of Title 18, United States Code, Sec. 1001, et seq.; (ii) the loan requested pursuant to this application (the "Loan") is to be secured by a mortgage or deed of trust on the property described in this application; (iii) the property will not be used for any illegal or prohibited purpose or use; (iv) all statements made in this application are made for the purpose of obtaining a residential mortgage loan; (v) the property will be occupied as indicated in this application; (vi) the Lender, its servicers, successors or assigns may retain the original and/or an electronic record of this application, whether or not the Loan is approved; (vii) the Lender and its agents, brokers, insurers, servicers, successors, and assigns may continuously rely on the information contained in the application, and I am obligated to amend and/or supplement the information provided in this application if any of the material facts that I have represented herein should change prior to closing of the Loan; (viii) in the event that my payments on the Loan become delinquent, the Lender, its servicers, successors or assigns may, in addition to any other rights and remedies that it may have relating to such delinquency, report my name and account information to one or more consumer reporting agencies; (ix) ownership of the Loan and/or administration of the Loan account may be transferred with such notice as may be required by law; (x) neither Lender nor its agents, brokers, insurers, servicers, successors or assigns has made any representation, warranty, express or implied, to me regarding the property or the condition or value of the property; and (xi) any reference in this application to an "electronic record containing my 'electronic signature,'" as those terms are defined in applicable federal and/or state laws (excluding audio and video recordings), or any facsimile transmission of this application containing a facsimile of my signature, shall be as effective, enforceable and valid as if a paper version of this application were delivered containing my original written signature.

Acknowledgment. Each of the undersigned hereby acknowledges that any owner of the Loan, its servicers, successors and assigns, may verify or reverify any information contained in this application or obtain any information or data relating to the Loan, for any legitimate business purpose through any source, including a source named in this application or a consumer reporting agency.

Borrower's Signature	Date	Co-Borrower's Signature	Date
X Melissa Martin	10/5/07	X	10/5/07

X. INFORMATION FOR GOVERNMENT MONITORING PURPOSES

The following information is requested by the Federal Government for certain types of loans related to a dwelling in order to monitor the lender's compliance with equal credit opportunity, fair housing and home mortgage disclosure laws. You are not required to furnish this information, but are encouraged to do so. The law provides that a lender may not discriminate either on the basis of this information, or on whether you choose to furnish it. If you furnish the information, please provide both ethnicity and race. For race, you may check more than one designation. If you do not furnish ethnicity, race, or sex, under Federal regulations, this lender is required to note the information on the basis of visual observation and surname. If you have made this application in person, if you do not wish to furnish the information, please check the box below. (Lender must review the above material to assure that the disclosures satisfy all requirements to which the lender is subject under applicable state law for the particular type of loan applied for.)

BORROWER	X I do not wish to furnish this information.	CO-BORROWER	I do not wish to furnish this information.
Ethnicity:	Hispanic or Latino / Not Hispanic or Latino	Ethnicity:	Hispanic or Latino / Not Hispanic or Latino
Race:	American Indian or Alaska Native / Asian / Black or African American / Native Hawaiian or Other Pacific Islander / White	Race:	American Indian or Alaska Native / Asian / Black or African American / Native Hawaiian or Other Pacific Islander / White
Sex:	X Female / Male	Sex:	Female / Male

To be Completed by Interviewer	Interviewer's Name (print or type)	Name and Address of Interviewer's Employer
This application was taken by:		
Face-to-face interview	Interviewer's Signature / Date	
Mail		
X Telephone	Interviewer's Phone Number (incl. area code)	
Internet		

<param name=

CONTINUATION SHEET/RESIDENTIAL LOAN APPLICATION

Use this continuation sheet if you need more space to complete the Residential Loan Application. Mark B for Borrower or C for Co-Borrower.	Borrower: MELISSA MARKS	Agency Case Number:
	Co-Borrower:	Lender Case Number: 501684092

Liabilities:

Payment	Mon	Name / Address or Description	Balance	Account#
219	51	BANK OF AMERICA 1825 E BUCKEYE RD PHOENIX AZ 8503	11078	647
210	51	BK OF AMER P O X 100290 COLUMBIA, SC 29202-329	10717	488893301149
151	47	CITI PO BOX 6500 SIOUX FALLS SD 57117	7120	5466160244l5

I/We fully understand that it is a Federal crime punishable by fine or imprisonment, or both, to knowingly make any false statements concerning any of the above facts as applicable under the provisions of Title 18, United States Code, Section 1001, et seq.

Borrower's Signature:	Date	Co-Borrower's Signature:	Date
X Melissa Marks	10/5/07	X	

501684092
Fannie Mae Form 65 1/05
Freddie Mac Form 1003 7/05
VMP-21N (0507)

Page 1 of 1

<param name=

Addendum to Application (1003)

Loan Number: 501684092

Borrower(s) Name: MELISSA MARKS

Property Address: 209 PRESIDENTIAL CT ROUND O, SC 29474

TRUTH-IN-LENDING DISCLOSURE STATEMENT

DATE: OCTOBER 5, 2007

LOAN #: 501684092
LOAN AMT: $76,000.00

OLD SOUTH MORTGAGE CORP
4 CARRIAGE LN
403
CHARLESTON, SC 29407

BORROWER(S):
MELISSA MARKS

PROPERTY ADDRESS: 209 PRESIDENTIAL CT
ROUND O, SC 29474-4374

ANNUAL PERCENTAGE RATE The cost of your credit as a yearly rate.	FINANCE CHARGE The dollar amount the credit will cost you.	Amount Financed The amount of credit provided to you or on your behalf.	Total of Payments The amount you will have paid after you have made all payments as scheduled.	☐
7.739 %	$ 113,556.51	$ 75,373.30	$ 188,929.81	

Your payment schedule will be:

No. of Payment(s)	Amount of Payment(s)	Due Monthly Beginning	No. of Payment(s)	Amount of Payment(s)	Due Monthly Beginning	No. of Payment(s)	Amount of Payment(s)	Due Monthly Beginning
120	$560.73	11/01/2007						
23	$518.30	11/01/2017						
216	$505.63	10/01/2019						
1	$505.23	10/01/2037						

INSURANCE: THE FOLLOWING INSURANCE IS REQUIRED TO OBTAIN CREDIT: PROPERTY INSURANCE. YOU MAY OBTAIN THIS INSURANCE FROM ANYONE YOU WANT THAT IS REASONABLY ACCEPTABLE TO THE CREDITOR. CREDIT LIFE AND CREDIT DISABILITY INSURANCE ARE NOT REQUIRED TO OBTAIN CREDIT.

SECURITY: YOU ARE GIVING A SECURITY INTEREST IN THE PROPERTY LOCATED AT: 209 PRESIDENTIAL CT, ROUND O, SC 29474-4374.

FILING/RECORDING FEE: $26.00

LATE CHARGE: IF A PAYMENT IS MORE THAN 15 DAYS LATE, YOU WILL BE CHARGED 5.000% OF THE PAYMENT.

PREPAYMENT: IF YOU PAY OFF EARLY, YOU WILL NOT HAVE TO PAY A PENALTY AND YOU WILL NOT BE ENTITLED TO A REFUND OF PART OF THE FINANCE CHARGE.

ASSUMPTION: SOMEONE BUYING YOUR PROPERTY CANNOT ASSUME THE REMAINDER OF THE MORTGAGE ON THE ORIGINAL TERMS.

See your contract documents for any additional information about nonpayment, default, any required repayment in full before the scheduled date, and prepayment refunds and penalties.

THE UNDERSIGNED ACKNOWLEDGE RECEIVING AND READING A COMPLETED COPY OF THIS DISCLOSURE. THIS DOCUMENT IS NEITHER A CONTRACT NOR A COMMITMENT TO LEND.

Melissa Marks 10/5/07
MELISSA MARKS DATE

10-05-2007 11:55

OLD SOUTH MORTGAGE CORP

4 CARRIAGE LN
403
CHARLESTON, SC 29407
BORROWER(S) NAME(S):
MELISSA MARKS

DATE: OCTOBER 5, 2007
LOAN#: 501684092
LOAN AMOUNT: $76,000.00

PROPERTY ADDRESS: 209 PRESIDENTIAL CT
ROUND O, SC 29474-4374

ITEMIZATION OF AMOUNT FINANCED

	ITEMIZATION OF THE AMOUNT FINANCED OF		$75,553.3
	NET PROCEEDS FOR FUNDING		$ 73,444.2
Ref HUD-1	AMOUNT PAID TO OTHERS ON YOUR BEHALF		
	RESERVES DEPOSITED WITH LENDER		$422.3
903	Hazard Insurance Premium	to Cliff Heath Insurance	$1,029.7
1103	Title Examination	to Dorcas M Tuten	$160.0
1104	Title Insurance Binder	to Dorcas M Tuten	$50.0
1108	Title Insurance	to Stewart Title	$300.0
1113	Detitle Fee	to SCDMV	$50.0
1114	Fee to Obtain Title	to SCDMV	$35.0
1201	Recording Fees	to Register of Deeds	$62.0
	TOTAL AMOUNT PAID TO OTHERS		$ 2,109.0
1101	Settlement/Closing Fee	to Dorcas M Tuten	$400.0
1120	Edoc/Email Fee	to Dorcas M Tuten	$25.0
1122	Recording/Processing Serv	to Registrar of Deeds	$10.0
1124	Courier Fee	to Dorcas M Tuten	$60.0
1125	Affidavit of Lien	to Registrar of Deeds	$10.0
901	INTEREST TO FIRST PAYMENT	-4 @ $ 14.5753 =	($58.30
	TOTAL PREPAID FINANCE CHARGE		$ 446.7

****

AT OR AFTER THE CLOSING, FLAGSTAR BANK, FSB:

WILL PAY A BROKER YIELD SPREAD PREMIUM TO OLD SOUTH MORTGAGE CORP IN CONNECTION WITH YOUR LOAN OF: $ 1,076.92.

THIS AMOUNT IS NOT PART OF YOUR CLOSING COSTS.

****** FEES PAID BY MISCELLANEOUS PAYOR ON BEHALF OF BORROWER ******

824	Flood Certification Fee	to FDSI	$8.5
825	Tax Service Fee	to 1st American R.E.Tax Serv	$69.0
		TOTAL	$77.5

The undersigned acknowledge receiving and reading a completed copy of this disclosure. Neither you nor the creditor previously has become obligated to make or accept this loan. This disclosure is not part of your loan contract.

MELISSA MARKS

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10-04-2007 12:11

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AMORTIZATION SCHEDULE

NAME: MELISSA MARKS
LN AMT: $76,000.00
TERM: 360

PROD: 1400
DESC: FS - (1183) AGENCY 30 YEAR FIXED

PMT #	PAYMENT AMOUNT	INT RATE	DISTRIBUTION PRIN	DISTRIBUTION INT	ENDING BALANCE	PMI PAYMENT	LOAN TO VALUE
1	$505.63	7.000%	$62.30	$443.33	$75,937.70	$55.10	94.92%
2	$505.63	7.000%	$62.66	$442.97	$75,875.04	$55.10	94.84%
3	$505.63	7.000%	$63.03	$442.60	$75,812.01	$55.10	94.77%
4	$505.63	7.000%	$63.39	$442.24	$75,748.62	$55.10	94.69%
5	$505.63	7.000%	$63.76	$441.87	$75,684.86	$55.10	94.61%
6	$505.63	7.000%	$64.14	$441.49	$75,620.72	$55.10	94.53%
7	$505.63	7.000%	$64.51	$441.12	$75,556.21	$55.10	94.45%
8	$505.63	7.000%	$64.89	$440.74	$75,491.32	$55.10	94.36%
9	$505.63	7.000%	$65.26	$440.37	$75,426.06	$55.10	94.28%
10	$505.63	7.000%	$65.64	$439.99	$75,360.42	$55.10	94.20%
11	$505.63	7.000%	$66.03	$439.60	$75,294.39	$55.10	94.12%
12	$505.63	7.000%	$66.41	$439.22	$75,227.98	$55.10	94.03%
13	$505.63	7.000%	$66.80	$438.83	$75,161.18	$55.10	93.95%
14	$505.63	7.000%	$67.19	$438.44	$75,093.99	$55.10	93.87%
15	$505.63	7.000%	$67.58	$438.05	$75,026.41	$55.10	93.78%
16	$505.63	7.000%	$67.98	$437.65	$74,958.43	$55.10	93.70%
17	$505.63	7.000%	$68.37	$437.26	$74,890.06	$55.10	93.61%
18	$505.63	7.000%	$68.77	$436.86	$74,821.29	$55.10	93.53%
19	$505.63	7.000%	$69.17	$436.46	$74,752.12	$55.10	93.44%
20	$505.63	7.000%	$69.58	$436.05	$74,682.54	$55.10	93.35%
21	$505.63	7.000%	$69.98	$435.65	$74,612.56	$55.10	93.27%
22	$505.63	7.000%	$70.39	$435.24	$74,542.17	$55.10	93.18%
23	$505.63	7.000%	$70.80	$434.83	$74,471.37	$55.10	93.09%
24	$505.63	7.000%	$71.21	$434.42	$74,400.16	$55.10	93.00%
25	$505.63	7.000%	$71.63	$434.00	$74,328.53	$55.10	92.91%
26	$505.63	7.000%	$72.05	$433.58	$74,256.48	$55.10	92.82%
27	$505.63	7.000%	$72.47	$433.16	$74,184.01	$55.10	92.73%
28	$505.63	7.000%	$72.89	$432.74	$74,111.12	$55.10	92.64%
29	$505.63	7.000%	$73.32	$432.31	$74,037.80	$55.10	92.55%
30	$505.63	7.000%	$73.74	$431.89	$73,964.06	$55.10	92.46%
31	$505.63	7.000%	$74.17	$431.46	$73,889.89	$55.10	92.36%
32	$505.63	7.000%	$74.61	$431.02	$73,815.28	$55.10	92.27%
33	$505.63	7.000%	$75.04	$430.59	$73,740.24	$55.10	92.18%
34	$505.63	7.000%	$75.48	$430.15	$73,664.76	$55.10	92.08%
35	$505.63	7.000%	$75.92	$429.71	$73,588.84	$55.10	91.99%
36	$505.63	7.000%	$76.36	$429.27	$73,512.48	$55.10	91.89%
37	$505.63	7.000%	$76.81	$428.82	$73,435.67	$55.10	91.79%
38	$505.63	7.000%	$77.26	$428.37	$73,358.41	$55.10	91.70%
39	$505.63	7.000%	$77.71	$427.92	$73,280.70	$55.10	91.60%
40	$505.63	7.000%	$78.16	$427.47	$73,202.54	$55.10	91.50%
41	$505.63	7.000%	$78.62	$427.01	$73,123.92	$55.10	91.40%
42	$505.63	7.000%	$79.07	$426.56	$73,044.85	$55.10	91.31%
43	$505.63	7.000%	$79.54	$426.09	$72,965.31	$55.10	91.21%
44	$505.63	7.000%	$80.00	$425.63	$72,885.31	$55.10	91.11%
45	$505.63	7.000%	$80.47	$425.16	$72,804.84	$55.10	91.01%
46	$505.63	7.000%	$80.94	$424.69	$72,723.90	$55.10	90.90%
47	$505.63	7.000%	$81.41	$424.22	$72,642.49	$55.10	90.80%
48	$505.63	7.000%	$81.88	$423.75	$72,560.61	$55.10	90.70%
49	$505.63	7.000%	$82.36	$423.27	$72,478.25	$55.10	90.60%
50	$505.63	7.000%	$82.84	$422.79	$72,395.41	$55.10	90.49%
51	$505.63	7.000%	$83.32	$422.31	$72,312.09	$55.10	90.39%
52	$505.63	7.000%	$83.81	$421.82	$72,228.28	$55.10	90.29%
53	$505.63	7.000%	$84.30	$421.33	$72,143.98	$55.10	90.18%
54	$505.63	7.000%	$84.79	$420.84	$72,059.19	$55.10	90.07%
55	$505.63	7.000%	$85.28	$420.35	$71,973.91	$55.10	89.97%

THIS AMORTIZATION SCHEDULE IS BASED ON THE TERMS SET FORTH ABOVE AND ASSUMES THAT PAYMENTS ARE MADE AS SCHEDULED AND THAT NO PREPAYMENTS OCCUR PRIOR TO THE MATURITY DATE OF THE LOAN. IT IS PROVIDED AS AN EXAMPLE ONLY. IF IT IS FOR AN ADJUSTABLE RATE MORTGAGE LOAN, IT ASSUMES HYPOTHETICAL INTEREST RATE AND PAYMENT CHANGES THAT MAY DIFFER FROM ACTUAL CHANGES. PMI PAYMENT MAY BE DISCONTINUED PRIOR TO REACHING THE PMI CANCELLATION DATE IF PREMIUMS WERE PAID AT THE TIME OF LOAN CLOSING.

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GAMS 0206

AMORTIZATION SCHEDULE

NAME: MELISSA MARKS
LN AMT: $76,000.00
TERM: 360

PMT #	PAYMENT AMOUNT	INT RATE	DISTRIBUTION PRIN	DISTRIBUTION INT	ENDING BALANCE	PMI PAYMENT	LOAN TO VALUE
56	$505.63	7.000%	$85.78	$419.85	$71,888.13	$55.10	89.86
57	$505.63	7.000%	$86.28	$419.35	$71,801.85	$55.10	89.75
58	$505.63	7.000%	$86.79	$418.84	$71,715.06	$55.10	89.64
59	$505.63	7.000%	$87.29	$418.34	$71,627.77	$55.10	89.53
60	$505.63	7.000%	$87.80	$417.83	$71,539.97	$55.10	89.42
61	$505.63	7.000%	$88.31	$417.32	$71,451.66	$55.10	89.31
62	$505.63	7.000%	$88.83	$416.80	$71,362.83	$55.10	89.20
63	$505.63	7.000%	$89.35	$416.28	$71,273.48	$55.10	89.09
64	$505.63	7.000%	$89.87	$415.76	$71,183.61	$55.10	88.98%
65	$505.63	7.000%	$90.39	$415.24	$71,093.22	$55.10	88.87%
66	$505.63	7.000%	$90.92	$414.71	$71,002.30	$55.10	88.75%
67	$505.63	7.000%	$91.45	$414.18	$70,910.85	$55.10	88.64%
68	$505.63	7.000%	$91.98	$413.65	$70,818.87	$55.10	88.52%
69	$505.63	7.000%	$92.52	$413.11	$70,726.35	$55.10	88.41%
70	$505.63	7.000%	$93.06	$412.57	$70,633.29	$55.10	88.29%
71	$505.63	7.000%	$93.60	$412.03	$70,539.69	$55.10	88.17%
72	$505.63	7.000%	$94.15	$411.48	$70,445.54	$55.10	88.06%
73	$505.63	7.000%	$94.70	$410.93	$70,350.84	$55.10	87.94%
74	$505.63	7.000%	$95.25	$410.38	$70,255.59	$55.10	87.82%
75	$505.63	7.000%	$95.81	$409.82	$70,159.78	$55.10	87.70%
76	$505.63	7.000%	$96.36	$409.27	$70,063.42	$55.10	87.58%
77	$505.63	7.000%	$96.93	$408.70	$69,966.49	$55.10	87.46%
78	$505.63	7.000%	$97.49	$408.14	$69,869.00	$55.10	87.34%
79	$505.63	7.000%	$98.06	$407.57	$69,770.94	$55.10	87.21%
80	$505.63	7.000%	$98.63	$407.00	$69,672.31	$55.10	87.09%
81	$505.63	7.000%	$99.21	$406.42	$69,573.10	$55.10	86.97%
82	$505.63	7.000%	$99.79	$405.84	$69,473.31	$55.10	86.84%
83	$505.63	7.000%	$100.37	$405.26	$69,372.94	$55.10	86.72%
84	$505.63	7.000%	$100.95	$404.68	$69,271.99	$55.10	86.59%
85	$505.63	7.000%	$101.54	$404.09	$69,170.45	$55.10	86.46%
86	$505.63	7.000%	$102.14	$403.49	$69,068.31	$55.10	86.34%
87	$505.63	7.000%	$102.73	$402.90	$68,965.58	$55.10	86.21%
88	$505.63	7.000%	$103.33	$402.30	$68,862.25	$55.10	86.08%
89	$505.63	7.000%	$103.93	$401.70	$68,758.32	$55.10	85.95%
90	$505.63	7.000%	$104.54	$401.09	$68,653.78	$55.10	85.82%
91	$505.63	7.000%	$105.15	$400.48	$68,548.63	$55.10	85.69%
92	$505.63	7.000%	$105.76	$399.87	$68,442.87	$55.10	85.55%
93	$505.63	7.000%	$106.38	$399.25	$68,336.49	$55.10	85.42%
94	$505.63	7.000%	$107.00	$398.63	$68,229.49	$55.10	85.29%
95	$505.63	7.000%	$107.62	$398.01	$68,121.87	$55.10	85.15%
96	$505.63	7.000%	$108.25	$397.38	$68,013.62	$55.10	85.02%
97	$505.63	7.000%	$108.88	$396.75	$67,904.74	$55.10	84.88%
98	$505.63	7.000%	$109.52	$396.11	$67,795.22	$55.10	84.74%
99	$505.63	7.000%	$110.16	$395.47	$67,685.06	$55.10	84.61%
100	$505.63	7.000%	$110.80	$394.83	$67,574.26	$55.10	84.47%
101	$505.63	7.000%	$111.45	$394.18	$67,462.81	$55.10	84.33%
102	$505.63	7.000%	$112.10	$393.53	$67,350.71	$55.10	84.19%
103	$505.63	7.000%	$112.75	$392.88	$67,237.96	$55.10	84.05%
104	$505.63	7.000%	$113.41	$392.22	$67,124.55	$55.10	83.91%
105	$505.63	7.000%	$114.07	$391.56	$67,010.48	$55.10	83.76%
106	$505.63	7.000%	$114.74	$390.89	$66,895.74	$55.10	83.62%
107	$505.63	7.000%	$115.40	$390.23	$66,780.34	$55.10	83.48%
108	$505.63	7.000%	$116.08	$389.55	$66,664.26	$55.10	83.33%
109	$505.63	7.000%	$116.76	$388.87	$66,547.50	$55.10	83.18%
110	$505.63	7.000%	$117.44	$388.19	$66,430.06	$55.10	83.04%

THIS AMORTIZATION SCHEDULE IS BASED ON THE TERMS SET FORTH ABOVE AND ASSUMES THAT PAYMENTS ARE MADE AS SCHEDULED AND THAT NO PREPAYMENTS OCCUR PRIOR TO THE MATURITY DATE OF THE LOAN. IT IS PROVIDED AS AN EXAMPLE ONLY. IF IT IS FOR AN ADJUSTABLE RATE MORTGAGE LOAN, IT ASSUMES HYPOTHETICAL INTEREST RATE AND PAYMENT CHANGES THAT MAY DIFFER FROM ACTUAL CHANGES. PMI PAYMENT MAY BE DISCONTINUED PRIOR TO REACHING THE PMI CANCELLATION DATE IF PREMIUMS WERE PAID AT THE TIME OF LOAN CLOSING.

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GAMS 0208

AMORTIZATION SCHEDULE

NAME: MELISSA MARKS
LN AMT: $76,000.00
TERM: 360

PMT #	PAYMENT AMOUNT	INT RATE	DISTRIBUTION PRIN	DISTRIBUTION INT	ENDING BALANCE	PMI PAYMENT	LOAN TO VALUE
111	$505.63	7.000%	$118.12	$387.51	$66,311.94	$55.10	82.89%
112	$505.63	7.000%	$118.81	$386.82	$66,193.13	$55.10	82.74%
113	$505.63	7.000%	$119.50	$386.13	$66,073.63	$55.10	82.59%
114	$505.63	7.000%	$120.20	$385.43	$65,953.43	$55.10	82.44%
115	$505.63	7.000%	$120.90	$384.73	$65,832.53	$55.10	82.29%
116	$505.63	7.000%	$121.61	$384.02	$65,710.92	$55.10	82.14%
117	$505.63	7.000%	$122.32	$383.31	$65,588.60	$55.10	81.99%
118	$505.63	7.000%	$123.03	$382.60	$65,465.57	$55.10	81.83%
119	$505.63	7.000%	$123.75	$381.88	$65,341.82	$55.10	81.68%
120	$505.63	7.000%	$124.47	$381.16	$65,217.35	$55.10	81.52%
121	$505.63	7.000%	$125.20	$380.43	$65,092.15	$12.67	81.37%
122	$505.63	7.000%	$125.93	$379.70	$64,966.22	$12.67	81.21%
123	$505.63	7.000%	$126.66	$378.97	$64,839.56	$12.67	81.05%
124	$505.63	7.000%	$127.40	$378.23	$64,712.16	$12.67	80.89%
125	$505.63	7.000%	$128.14	$377.49	$64,584.02	$12.67	80.73%
126	$505.63	7.000%	$128.89	$376.74	$64,455.13	$12.67	80.57%
127	$505.63	7.000%	$129.64	$375.99	$64,325.49	$12.67	80.41%
128	$505.63	7.000%	$130.40	$375.23	$64,195.09	$12.67	80.24%
129	$505.63	7.000%	$131.16	$374.47	$64,063.93	$12.67	80.08%
130	$505.63	7.000%	$131.92	$373.71	$63,932.01	$12.67	79.92%
131	$505.63	7.000%	$132.69	$372.94	$63,799.32	$12.67	79.75%
132	$505.63	7.000%	$133.47	$372.16	$63,665.85	$12.67	79.58%
133	$505.63	7.000%	$134.25	$371.38	$63,531.60	$12.67	79.41%
134	$505.63	7.000%	$135.03	$370.60	$63,396.57	$12.67	79.25%
135	$505.63	7.000%	$135.82	$369.81	$63,260.75	$12.67	79.08%
136	$505.63	7.000%	$136.61	$369.02	$63,124.14	$12.67	78.91%
137	$505.63	7.000%	$137.41	$368.22	$62,986.73	$12.67	78.73%
138	$505.63	7.000%	$138.21	$367.42	$62,848.52	$12.67	78.56%
139	$505.63	7.000%	$139.01	$366.62	$62,709.51	$12.67	78.39%
140	$505.63	7.000%	$139.82	$365.81	$62,569.69	$12.67	78.21%
141	$505.63	7.000%	$140.64	$364.99	$62,429.05	$12.67	78.04%
142	$505.63	7.000%	$141.46	$364.17	$62,287.59	$12.67	77.86%
143	$505.63	7.000%	$142.29	$363.34	$62,145.30	$12.67	77.68%
144	$505.63	7.000%	$143.12	$362.51	$62,002.18		77.50%
145	$505.63	7.000%	$143.95	$361.68	$61,858.23		77.32%
146	$505.63	7.000%	$144.79	$360.84	$61,713.44		77.14%
147	$505.63	7.000%	$145.63	$360.00	$61,567.81		76.96%
148	$505.63	7.000%	$146.48	$359.15	$61,421.33		76.78%
149	$505.63	7.000%	$147.34	$358.29	$61,273.99		76.59%
150	$505.63	7.000%	$148.20	$357.43	$61,125.79		76.41%
151	$505.63	7.000%	$149.06	$356.57	$60,976.73		76.22%
152	$505.63	7.000%	$149.93	$355.70	$60,826.80		76.03%
153	$505.63	7.000%	$150.81	$354.82	$60,675.99		75.84%
154	$505.63	7.000%	$151.69	$353.94	$60,524.30		75.66%
155	$505.63	7.000%	$152.57	$353.06	$60,371.73		75.46%
156	$505.63	7.000%	$153.46	$352.17	$60,218.27		75.27%
157	$505.63	7.000%	$154.36	$351.27	$60,063.91		75.08%
158	$505.63	7.000%	$155.26	$350.37	$59,908.65		74.89%
159	$505.63	7.000%	$156.16	$349.47	$59,752.49		74.69%
160	$505.63	7.000%	$157.07	$348.56	$59,595.42		74.49%
161	$505.63	7.000%	$157.99	$347.64	$59,437.43		74.30%
162	$505.63	7.000%	$158.91	$346.72	$59,278.52		74.10%
163	$505.63	7.000%	$159.84	$345.79	$59,118.68		73.90%
164	$505.63	7.000%	$160.77	$344.86	$58,957.91		73.70%
165	$505.63	7.000%	$161.71	$343.92	$58,796.20		73.50%

THIS AMORTIZATION SCHEDULE IS BASED ON THE TERMS SET FORTH ABOVE AND ASSUMES THAT PAYMENTS ARE MADE AS SCHEDULED AND THAT NO PREPAYMENTS OCCUR PRIOR TO THE MATURITY DATE OF THE LOAN. IT IS PROVIDED AS AN EXAMPLE ONLY. IF IT IS FOR AN ADJUSTABLE RATE MORTGAGE LOAN, IT ASSUMES HYPOTHETICAL INTEREST RATE AND PAYMENT CHANGES THAT MAY DIFFER FROM ACTUAL CHANGES. PMI PAYMENT MAY BE DISCONTINUED PRIOR TO REACHING THE PMI CANCELLATION DATE IF PREMIUMS WERE PAID AT THE TIME OF LOAN CLOSING.

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GAMS 0208

AMORTIZATION SCHEDULE

NAME: MELISSA MARKS
LN AMT: $76,000.00
TERM: 360

PMT #	PAYMENT AMOUNT	INT RATE	DISTRIBUTION PRIN	DISTRIBUTION INT	ENDING BALANCE	PMI PAYMENT	LOAN TO VALUE
166	$505.63	7.000%	$162.65	$342.98	$58,633.55		73.29
167	$505.63	7.000%	$163.60	$342.03	$58,469.95		73.09
168	$505.63	7.000%	$164.56	$341.07	$58,305.39		72.88
169	$505.63	7.000%	$165.52	$340.11	$58,139.87		72.67
170	$505.63	7.000%	$166.48	$339.15	$57,973.39		72.47
171	$505.63	7.000%	$167.45	$338.18	$57,805.94		72.26
172	$505.63	7.000%	$168.43	$337.20	$57,637.51		72.05
173	$505.63	7.000%	$169.41	$336.22	$57,468.10		71.84
174	$505.63	7.000%	$170.40	$335.23	$57,297.70		71.62
175	$505.63	7.000%	$171.39	$334.24	$57,126.31		71.41
176	$505.63	7.000%	$172.39	$333.24	$56,953.92		71.19
177	$505.63	7.000%	$173.40	$332.23	$56,780.52		70.98
178	$505.63	7.000%	$174.41	$331.22	$56,606.11		70.76
179	$505.63	7.000%	$175.43	$330.20	$56,430.68		70.54
180	$505.63	7.000%	$176.45	$329.18	$56,254.23		70.32
181	$505.63	7.000%	$177.48	$328.15	$56,076.75		70.10
182	$505.63	7.000%	$178.52	$327.11	$55,898.23		69.87
183	$505.63	7.000%	$179.56	$326.07	$55,718.67		69.65
184	$505.63	7.000%	$180.60	$325.03	$55,538.07		69.42
185	$505.63	7.000%	$181.66	$323.97	$55,356.41		69.20
186	$505.63	7.000%	$182.72	$322.91	$55,173.69		68.97
187	$505.63	7.000%	$183.78	$321.85	$54,989.91		68.74
188	$505.63	7.000%	$184.86	$320.77	$54,805.05		68.51
189	$505.63	7.000%	$185.93	$319.70	$54,619.12		68.27
190	$505.63	7.000%	$187.02	$318.61	$54,432.10		68.04
191	$505.63	7.000%	$188.11	$317.52	$54,243.99		67.80
192	$505.63	7.000%	$189.21	$316.42	$54,054.78		67.57
193	$505.63	7.000%	$190.31	$315.32	$53,864.47		67.33
194	$505.63	7.000%	$191.42	$314.21	$53,673.05		67.09
195	$505.63	7.000%	$192.54	$313.09	$53,480.51		66.85
196	$505.63	7.000%	$193.66	$311.97	$53,286.85		66.61
197	$505.63	7.000%	$194.79	$310.84	$53,092.06		66.37
198	$505.63	7.000%	$195.93	$309.70	$52,896.13		66.12
199	$505.63	7.000%	$197.07	$308.56	$52,699.06		65.87
200	$505.63	7.000%	$198.22	$307.41	$52,500.84		65.63
201	$505.63	7.000%	$199.38	$306.25	$52,301.46		65.38
202	$505.63	7.000%	$200.54	$305.09	$52,100.92		65.13
203	$505.63	7.000%	$201.71	$303.92	$51,899.21		64.87
204	$505.63	7.000%	$202.88	$302.75	$51,696.33		64.62
205	$505.63	7.000%	$204.07	$301.56	$51,492.26		64.37
206	$505.63	7.000%	$205.26	$300.37	$51,287.00		64.11
207	$505.63	7.000%	$206.46	$299.17	$51,080.54		63.85
208	$505.63	7.000%	$207.66	$297.97	$50,872.88		63.59
209	$505.63	7.000%	$208.87	$296.76	$50,664.01		63.33
210	$505.63	7.000%	$210.09	$295.54	$50,453.92		63.07
211	$505.63	7.000%	$211.32	$294.31	$50,242.60		62.80
212	$505.63	7.000%	$212.55	$293.08	$50,030.05		62.54
213	$505.63	7.000%	$213.79	$291.84	$49,816.26		62.27
214	$505.63	7.000%	$215.04	$290.59	$49,601.22		62.00
215	$505.63	7.000%	$216.29	$289.34	$49,384.93		61.73
216	$505.63	7.000%	$217.55	$288.08	$49,167.38		61.46
217	$505.63	7.000%	$218.82	$286.81	$48,948.56		61.19
218	$505.63	7.000%	$220.10	$285.53	$48,728.46		60.91
219	$505.63	7.000%	$221.38	$284.25	$48,507.08		60.63
220	$505.63	7.000%	$222.67	$282.96	$48,284.41		60.36

THIS AMORTIZATION SCHEDULE IS BASED ON THE TERMS SET FORTH ABOVE AND ASSUMES THAT PAYMENTS ARE MADE AS SCHEDULED AND THAT NO PREPAYMENTS OCCUR PRIOR TO THE MATURITY DATE OF THE LOAN. IT IS PROVIDED AS AN EXAMPLE ONLY. IF IT IS FOR AN ADJUSTABLE RATE MORTGAGE LOAN, IT ASSUMES HYPOTHETICAL INTEREST RATE AND PAYMENT CHANGES THAT MAY DIFFER FROM ACTUAL CHANGES. PMI PAYMENT MAY BE DISCONTINUED PRIOR TO REACHING THE PMI CANCELLATION DATE IF PREMIUMS WERE PAID AT THE TIME OF LOAN CLOSING.

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221	$505.63	7.000%	$223.97	$281.66	$48,060.44	60.09%
222	$505.63	7.000%	$225.28	$280.35	$47,835.16	59.79%
223	$505.63	7.000%	$226.59	$279.04	$47,608.57	59.51%
224	$505.63	7.000%	$227.91	$277.72	$47,380.66	59.23%
225	$505.63	7.000%	$229.24	$276.39	$47,151.42	58.94%
226	$505.63	7.000%	$230.58	$275.05	$46,920.84	58.65%
227	$505.63	7.000%	$231.93	$273.70	$46,688.91	58.36%
228	$505.63	7.000%	$233.28	$272.35	$46,455.63	58.07%
229	$505.63	7.000%	$234.64	$270.99	$46,220.99	57.78%
230	$505.63	7.000%	$236.01	$269.62	$45,984.98	57.48%
231	$505.63	7.000%	$237.38	$268.25	$45,747.60	57.18%
232	$505.63	7.000%	$238.77	$266.86	$45,508.83	56.89%
233	$505.63	7.000%	$240.16	$265.47	$45,268.67	56.59%
234	$505.63	7.000%	$241.56	$264.07	$45,027.11	56.28%
235	$505.63	7.000%	$242.97	$262.66	$44,784.14	55.98%
236	$505.63	7.000%	$244.39	$261.24	$44,539.75	55.67%
237	$505.63	7.000%	$245.81	$259.82	$44,293.94	55.37%
238	$505.63	7.000%	$247.25	$258.38	$44,046.69	55.06%
239	$505.63	7.000%	$248.69	$256.94	$43,798.00	54.75%
240	$505.63	7.000%	$250.14	$255.49	$43,547.86	54.43%
241	$505.63	7.000%	$251.60	$254.03	$43,296.26	54.12%
242	$505.63	7.000%	$253.07	$252.56	$43,043.19	53.80%
243	$505.63	7.000%	$254.54	$251.09	$42,788.65	53.49%
244	$505.63	7.000%	$256.03	$249.60	$42,532.62	53.17%
245	$505.63	7.000%	$257.52	$248.11	$42,275.10	52.84%
246	$505.63	7.000%	$259.03	$246.60	$42,016.07	52.52%
247	$505.63	7.000%	$260.54	$245.09	$41,755.53	52.19%
248	$505.63	7.000%	$262.06	$243.57	$41,493.47	51.87%
249	$505.63	7.000%	$263.58	$242.05	$41,229.89	51.54%
250	$505.63	7.000%	$265.12	$240.51	$40,964.77	51.21%
251	$505.63	7.000%	$266.67	$238.96	$40,698.10	50.87%
252	$505.63	7.000%	$268.22	$237.41	$40,429.88	50.54%
253	$505.63	7.000%	$269.79	$235.84	$40,160.09	50.20%
254	$505.63	7.000%	$271.36	$234.27	$39,888.73	49.86%
255	$505.63	7.000%	$272.95	$232.68	$39,615.78	49.52%
256	$505.63	7.000%	$274.54	$231.09	$39,341.24	49.18%
257	$505.63	7.000%	$276.14	$229.49	$39,065.10	48.83%
258	$505.63	7.000%	$277.75	$227.88	$38,787.35	48.48%
259	$505.63	7.000%	$279.37	$226.26	$38,507.98	48.13%
260	$505.63	7.000%	$281.00	$224.63	$38,226.98	47.78%
261	$505.63	7.000%	$282.64	$222.99	$37,944.34	47.43%
262	$505.63	7.000%	$284.29	$221.34	$37,660.05	47.08%
263	$505.63	7.000%	$285.95	$219.68	$37,374.10	46.72%
264	$505.63	7.000%	$287.61	$218.02	$37,086.49	46.36%
265	$505.63	7.000%	$289.29	$216.34	$36,797.20	46.00%
266	$505.63	7.000%	$290.98	$214.65	$36,506.22	45.63%
267	$505.63	7.000%	$292.68	$212.95	$36,213.54	45.27%
268	$505.63	7.000%	$294.38	$211.25	$35,919.16	44.90%
269	$505.63	7.000%	$296.10	$209.53	$35,623.06	44.53%
270	$505.63	7.000%	$297.83	$207.80	$35,325.23	44.16%
271	$505.63	7.000%	$299.57	$206.06	$35,025.66	43.78%
272	$505.63	7.000%	$301.31	$204.32	$34,724.35	43.41%
273	$505.63	7.000%	$303.07	$202.56	$34,421.28	43.03%
274	$505.63	7.000%	$304.84	$200.79	$34,116.44	42.65%
275	$505.63	7.000%	$306.62	$199.01	$33,809.82	42.26%

THIS AMORTIZATION SCHEDULE IS BASED ON THE TERMS SET FORTH ABOVE AND ASSUMES THAT PAYMENTS ARE MADE AS SCHEDULED AND THAT NO PREPAYMENTS OCCUR PRIOR TO THE MATURITY DATE OF THE LOAN. IT IS PROVIDED AS AN EXAMPLE ONLY. IF IT IS FOR AN ADJUSTABLE RATE MORTGAGE LOAN, IT ASSUMES HYPOTHETICAL INTEREST RATE AND PAYMENT CHANGES THAT MAY DIFFER FROM ACTUAL CHANGES. PMI PAYMENT MAY BE DISCONTINUED PRIOR TO REACHING THE PMI CANCELLATION DATE IF PREMIUMS WERE PAID AT THE TIME OF LOAN CLOSING.

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AMORTIZATION SCHEDULE

NAME: MELISSA MARKS
LN AMT: $76,000.00
TERM: 360

PMT #	PAYMENT AMOUNT	INT RATE	DISTRIBUTION PRIN	DISTRIBUTION INT	ENDING BALANCE	PMI PAYMENT	LOAN TO VALUE
221	$505.63	7.000%	$223.97	$281.66	$48,060.44		60.08%
222	$505.63	7.000%	$225.28	$280.35	$47,835.16		59.79%
223	$505.63	7.000%	$226.59	$279.04	$47,608.57		59.51%
224	$505.63	7.000%	$227.91	$277.72	$47,380.66		59.23%
225	$505.63	7.000%	$229.24	$276.39	$47,151.42		58.94%
226	$505.63	7.000%	$230.58	$275.05	$46,920.84		58.65%
227	$505.63	7.000%	$231.93	$273.70	$46,688.91		58.36%
228	$505.63	7.000%	$233.28	$272.35	$46,455.63		58.07%
229	$505.63	7.000%	$234.64	$270.99	$46,220.99		57.78%
230	$505.63	7.000%	$236.01	$269.62	$45,984.98		57.48%
231	$505.63	7.000%	$237.38	$268.25	$45,747.60		57.18%
232	$505.63	7.000%	$238.77	$266.86	$45,508.83		56.89%
233	$505.63	7.000%	$240.16	$265.47	$45,268.67		56.59%
234	$505.63	7.000%	$241.56	$264.07	$45,027.11		56.28%
235	$505.63	7.000%	$242.97	$262.66	$44,784.14		55.98%
236	$505.63	7.000%	$244.39	$261.24	$44,539.75		55.67%
237	$505.63	7.000%	$245.81	$259.82	$44,293.94		55.37%
238	$505.63	7.000%	$247.25	$258.38	$44,046.69		55.06%
239	$505.63	7.000%	$248.69	$256.94	$43,798.00		54.75%
240	$505.63	7.000%	$250.14	$255.49	$43,547.86		54.43%
241	$505.63	7.000%	$251.60	$254.03	$43,296.26		54.12%
242	$505.63	7.000%	$253.07	$252.56	$43,043.19		53.80%
243	$505.63	7.000%	$254.54	$251.09	$42,788.65		53.49%
244	$505.63	7.000%	$256.03	$249.60	$42,532.62		53.17%
245	$505.63	7.000%	$257.52	$248.11	$42,275.10		52.84%
246	$505.63	7.000%	$259.03	$246.60	$42,016.07		52.52%
247	$505.63	7.000%	$260.54	$245.09	$41,755.53		52.19%
248	$505.63	7.000%	$262.06	$243.57	$41,493.47		51.87%
249	$505.63	7.000%	$263.58	$242.05	$41,229.89		51.54%
250	$505.63	7.000%	$265.12	$240.51	$40,964.77		51.21%
251	$505.63	7.000%	$266.67	$238.96	$40,698.10		50.87%
252	$505.63	7.000%	$268.22	$237.41	$40,429.88		50.54%
253	$505.63	7.000%	$269.79	$235.84	$40,160.09		50.20%
254	$505.63	7.000%	$271.36	$234.27	$39,888.73		49.86%
255	$505.63	7.000%	$272.95	$232.68	$39,615.78		49.52%
256	$505.63	7.000%	$274.54	$231.09	$39,341.24		49.18%
257	$505.63	7.000%	$276.14	$229.49	$39,065.10		48.83%
258	$505.63	7.000%	$277.75	$227.88	$38,787.35		48.48%
259	$505.63	7.000%	$279.37	$226.26	$38,507.98		48.13%
260	$505.63	7.000%	$281.00	$224.63	$38,226.98		47.78%
261	$505.63	7.000%	$282.64	$222.99	$37,944.34		47.43%
262	$505.63	7.000%	$284.29	$221.34	$37,660.05		47.08%
263	$505.63	7.000%	$285.95	$219.68	$37,374.10		46.72%
264	$505.63	7.000%	$287.61	$218.02	$37,086.49		46.36%
265	$505.63	7.000%	$289.29	$216.34	$36,797.20		46.00%
266	$505.63	7.000%	$290.98	$214.65	$36,506.22		45.63%
267	$505.63	7.000%	$292.68	$212.95	$36,213.54		45.27%
268	$505.63	7.000%	$294.38	$211.25	$35,919.16		44.90%
269	$505.63	7.000%	$296.10	$209.53	$35,623.06		44.53%
270	$505.63	7.000%	$297.83	$207.80	$35,325.23		44.16%
271	$505.63	7.000%	$299.57	$206.06	$35,025.66		43.78%
272	$505.63	7.000%	$301.31	$204.32	$34,724.35		43.41%
273	$505.63	7.000%	$303.07	$202.56	$34,421.28		43.03%
274	$505.63	7.000%	$304.84	$200.79	$34,116.44		42.65%
275	$505.63	7.000%	$306.62	$199.01	$33,809.82		42.26%

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AMORTIZATION SCHEDULE

NAME: MELISSA MARKS
LN AMT: $76,000.00
TERM: 360

PMT #	PAYMENT AMOUNT	INT RATE	DISTRIBUTION PRIN	DISTRIBUTION INT	ENDING BALANCE	PMI PAYMENT	LOAN TO VALUE
276	$505.63	7.000%	$308.41	$197.22	$33,501.41		41.88%
277	$505.63	7.000%	$310.21	$195.42	$33,191.20		41.49%
278	$505.63	7.000%	$312.01	$193.62	$32,879.19		41.10%
279	$505.63	7.000%	$313.83	$191.80	$32,565.36		40.71%
280	$505.63	7.000%	$315.67	$189.96	$32,249.69		40.31%
281	$505.63	7.000%	$317.51	$188.12	$31,932.18		39.92%
282	$505.63	7.000%	$319.36	$186.27	$31,612.82		39.52%
283	$505.63	7.000%	$321.22	$184.41	$31,291.60		39.11%
284	$505.63	7.000%	$323.10	$182.53	$30,968.50		38.71%
285	$505.63	7.000%	$324.98	$180.65	$30,643.52		38.30%
286	$505.63	7.000%	$326.88	$178.75	$30,316.64		37.90%
287	$505.63	7.000%	$328.78	$176.85	$29,987.86		37.48%
288	$505.63	7.000%	$330.70	$174.93	$29,657.16		37.07%
289	$505.63	7.000%	$332.63	$173.00	$29,324.53		36.66%
290	$505.63	7.000%	$334.57	$171.06	$28,989.96		36.24%
291	$505.63	7.000%	$336.52	$169.11	$28,653.44		35.82%
292	$505.63	7.000%	$338.48	$167.15	$28,314.96		35.39%
293	$505.63	7.000%	$340.46	$165.17	$27,974.50		34.97%
294	$505.63	7.000%	$342.45	$163.18	$27,632.05		34.54%
295	$505.63	7.000%	$344.44	$161.19	$27,287.61		34.11%
296	$505.63	7.000%	$346.45	$159.18	$26,941.16		33.68%
297	$505.63	7.000%	$348.47	$157.16	$26,592.69		33.24%
298	$505.63	7.000%	$350.51	$155.12	$26,242.18		32.80%
299	$505.63	7.000%	$352.55	$153.08	$25,889.63		32.36%
300	$505.63	7.000%	$354.61	$151.02	$25,535.02		31.92%
301	$505.63	7.000%	$356.68	$148.95	$25,178.34		31.47%
302	$505.63	7.000%	$358.76	$146.87	$24,819.58		31.02%
303	$505.63	7.000%	$360.85	$144.78	$24,458.73		30.57%
304	$505.63	7.000%	$362.95	$142.68	$24,095.78		30.12%
305	$505.63	7.000%	$365.07	$140.56	$23,730.71		29.66%
306	$505.63	7.000%	$367.20	$138.43	$23,363.51		29.20%
307	$505.63	7.000%	$369.34	$136.29	$22,994.17		28.74%
308	$505.63	7.000%	$371.50	$134.13	$22,622.67		28.28%
309	$505.63	7.000%	$373.66	$131.97	$22,249.01		27.81%
310	$505.63	7.000%	$375.84	$129.79	$21,873.17		27.34%
311	$505.63	7.000%	$378.04	$127.59	$21,495.13		26.87%
312	$505.63	7.000%	$380.24	$125.39	$21,114.89		26.39%
313	$505.63	7.000%	$382.46	$123.17	$20,732.43		25.92%
314	$505.63	7.000%	$384.69	$120.94	$20,347.74		25.43%
315	$505.63	7.000%	$386.93	$118.70	$19,960.81		24.95%
316	$505.63	7.000%	$389.19	$116.44	$19,571.62		24.46%
317	$505.63	7.000%	$391.46	$114.17	$19,180.16		23.98%
318	$505.63	7.000%	$393.75	$111.88	$18,786.41		23.48%
319	$505.63	7.000%	$396.04	$109.59	$18,390.37		22.99%
320	$505.63	7.000%	$398.35	$107.28	$17,992.02		22.49%
321	$505.63	7.000%	$400.68	$104.95	$17,591.34		21.99%
322	$505.63	7.000%	$403.01	$102.62	$17,188.33		21.49%
323	$505.63	7.000%	$405.36	$100.27	$16,782.97		20.98%
324	$505.63	7.000%	$407.73	$97.90	$16,375.24		20.47%
325	$505.63	7.000%	$410.11	$95.52	$15,965.13		19.96%
326	$505.63	7.000%	$412.50	$93.13	$15,552.63		19.44%
327	$505.63	7.000%	$414.91	$90.72	$15,137.72		18.92%
328	$505.63	7.000%	$417.33	$88.30	$14,720.39		18.40%
329	$505.63	7.000%	$419.76	$85.87	$14,300.63		17.88%
330	$505.63	7.000%	$422.21	$83.42	$13,878.42		17.35%

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GAMS 0208

AMORTIZATION SCHEDULE

NAME: MELISSA MARKS
LN AMT: $76,000.00
TERM: 360

PMT #	PAYMENT AMOUNT	INT RATE	DISTRIBUTION PRIN	DISTRIBUTION INT	ENDING BALANCE	PMI PAYMENT	LOAN TI VALUE
331	$505.63	7.000%	$424.67	$80.96	$13,453.75		16.8
332	$505.63	7.000%	$427.15	$78.48	$13,026.60		16.2
333	$505.63	7.000%	$429.64	$75.99	$12,596.96		15.7
334	$505.63	7.000%	$432.15	$73.48	$12,164.81		15.2
335	$505.63	7.000%	$434.67	$70.96	$11,730.14		14.6
336	$505.63	7.000%	$437.20	$68.43	$11,292.94		14.1
337	$505.63	7.000%	$439.75	$65.88	$10,853.19		13.57
338	$505.63	7.000%	$442.32	$63.31	$10,410.87		13.01
339	$505.63	7.000%	$444.90	$60.73	$9,965.97		12.46
340	$505.63	7.000%	$447.50	$58.13	$9,518.47		11.90
341	$505.63	7.000%	$450.11	$55.52	$9,068.36		11.34
342	$505.63	7.000%	$452.73	$52.90	$8,615.63		10.77
343	$505.63	7.000%	$455.37	$50.26	$8,160.26		10.20
344	$505.63	7.000%	$458.03	$47.60	$7,702.23		9.63
345	$505.63	7.000%	$460.70	$44.93	$7,241.53		9.05
346	$505.63	7.000%	$463.39	$42.24	$6,778.14		8.47
347	$505.63	7.000%	$466.09	$39.54	$6,312.05		7.89
348	$505.63	7.000%	$468.81	$36.82	$5,843.24		7.30
349	$505.63	7.000%	$471.54	$34.09	$5,371.70		6.71
350	$505.63	7.000%	$474.30	$31.33	$4,897.40		6.12
351	$505.63	7.000%	$477.06	$28.57	$4,420.34		5.53
352	$505.63	7.000%	$479.84	$25.79	$3,940.50		4.93
353	$505.63	7.000%	$482.64	$22.99	$3,457.86		4.32
354	$505.63	7.000%	$485.46	$20.17	$2,972.40		3.72
355	$505.63	7.000%	$488.29	$17.34	$2,484.11		3.11
356	$505.63	7.000%	$491.14	$14.49	$1,992.97		2.49
357	$505.63	7.000%	$494.00	$11.63	$1,498.97		1.87
358	$505.63	7.000%	$496.89	$8.74	$1,002.08		1.25
359	$505.63	7.000%	$499.78	$5.85	$502.30		.63
360	$505.23	7.000%	$502.30	$2.93			

Melissa Marks
MELISSA MARKS

THIS AMORTIZATION SCHEDULE IS BASED ON THE TERMS SET FORTH ABOVE AND ASSUMES THAT PAYMENTS ARE MADE AS SCHEDULED AND THAT NO PREPAYMENTS OCCUR PRIOR TO THE MATURITY DATE OF THE LOAN. IT IS PROVIDED AS AN EXAMPLE ONLY. IF IT IS FOR AN ADJUSTABLE RATE MORTGAGE LOAN, IT ASSUMES HYPOTHETICAL INTEREST RATE AND PAYMENT CHANGES THAT MAY DIFFER FROM ACTUAL CHANGES. PMI PAYMENT MAY BE DISCONTINUED PRIOR TO REACHING THE PMI CANCELLATION DATE IF PREMIUMS WERE PAID AT THE TIME OF LOAN CLOSING.

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GAMS 0206

V1 WBCD LOAN # 501684092

Form **W-9**
(Rev. November 2005)

Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)
MELISSA MARKS

Business name, if different from above

Check appropriate box: ☐ Individual/ Sole proprietor ☐ Corporation ☐ Partnership ☐ Other ➤ ..... ☐ Exempt from backup withholding

Address (number, street, and apt. or suite no.)
209 PRESIDENTIAL CT

Requester's name and address (optional)

City, state, and ZIP code
ROUND O, SC 29474-4374

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 2. For other entities, it is your employer identification number (EIN). If you do not have a number, see How to get a TIN on page 3.
Note. If the account is in more than one name, see the chart on page 3 for guidelines on whose number to enter.

Social security number
2 8 4 8 2 6 7 0 1

or

Employer identification number
– –

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 3.)

Sign Here Signature of U.S. person ➤ Melissa Marks Date ➤ 10/15/07

Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

In 3 above, if applicable you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

For federal tax purposes, you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,
- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

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1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments (after December 31, 2002). This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,

2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see **Special rules regarding partnerships** on page 1.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

Limited liability company (LLC). If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line. Check the appropriate box for your filing status (s proprietor, corporation, etc.), then check the box for "Other" and er "LLC" in the space provided.

Other entities. Enter your business name as shown on required federal documents on the "Name" line. This name should match the name sho on the charter or other legal document creating the entity. You may en any business, trade, or DBA name on the "Business name" line.

Note. You are requested to check the appropriate box for your sta (individual/sole proprietor, corporation, etc.).

Exempt From Backup Withholding

If you are exempt, enter your name as described above and check appropriate box for your status, then check the "Exempt from bacl withholding" box in the line following the business name, sign and date form.

Generally, individuals (including sole proprietors) are not exempt fr backup withholding. Corporations are exempt from backup withholding certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still compl this form to avoid possible erroneous backup withholding.

Exempt payees. Backup withholding is not required on any payme made to the following payees:

1. An organization exempt from tax under section 501(a), any IRA a custodial account under section 403(b)(7) if the account satisfies requirements of section 401(f)(2),

2. The United States or any of its agencies or instrumentalities,

3. A state, the District of Columbia, a possession of the United Stat or any of their political subdivisions or instrumentalities,

4. A foreign government or any of its political subdivisions, agenci or instrumentalities, or

5. An international organization or any of its agencies or instrumentaliti

Other payees that may be exempt from backup withholding include:

6. A corporation,

7. A foreign central bank of issue,

8. A dealer in securities or commodities required to register in United States, the District of Columbia, or a possession of the United Stat

9. A futures commission merchant registered with the Commoc Futures Trading Commission,

10. A real estate investment trust,

11. An entity registered at all times during the tax year under Investment Company Act of 1940,

12. A common trust fund operated by a bank under section 584(a),

13. A financial institution,

14. A middleman known in the investment community as a nominee custodian, or

15. A trust exempt from tax under section 664 or described in section 49

The chart below shows types of payments that may be exempt fr backup withholding. The chart applies to the exempt recipients list above, 1 through 15.

IF the payment is for...	THEN the payment is exempt fo
Interest and dividend payments	All exempt recipients except for 7
Broker transactions	Exempt recipients 1 through 13. Al a person registered under t Investment Advisors Act of 1940 w regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt recipients 1 through 5
Payments over $600 required to be reported and direct sales over $5,000 [1]	Generally, exempt recipients through 7 [2]

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation (including gross proce paid to an attorney under section 6045(f), even if the attorney is a corporation) a reportable on Form 1099-MISC are not exempt from backup withholding: medi and health care payments, attorneys' fees; and payments for services paid b federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and y do not have and are not eligible to get an SSN, your TIN is your IRS individ taxpayer identification number (ITIN). Enter it in the social security numb box. If you do not have an ITIN, see **How to get a TIN** on page 3.

If you are a sole proprietor and you have an EIN, you may enter either yc SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-owner LLC that is disregarded as an entity separ from its owner (see **Limited liability company (LLC)** on page 2), enter yc SSN (or EIN, if you have one). If the LLC is a corporation, partnership, et enter the entity's EIN.

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Note. See the chart on page 3 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at www.socialsecurity.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer ID Numbers under Related Topics. You can get Forms W-7 and SS-4 from the IRS by visiting www.irs.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Writing "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt recipients, see Exempt From Backup Withholding on page 2.

Signature requirements. Complete the certification as indicated in 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or if combined funds, the first individual on the account [1]
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor [2]
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee [1]
b. So-called trust account that is not legal or valid trust under state law	The actual owner [1]
5. Sole proprietorship or single-owner LLC	The owner [3]
For this type of account:	**Give name and EIN of:**
6. Sole proprietorship or single-owner LLC	The owner [3]
7. A valid trust, estate, or pension trust	Legal entity [4]
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one). If you are a sole proprietor, IRS encourages you to use your SSN.

[4] List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see Special rules regarding partnerships on page 1.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

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Form **4506-T**
(Rev. April 2006)

Department of the Treasury
Internal Revenue Service

Request for Transcript of Tax Return

➤ Do not sign this form unless all applicable lines have been completed.
Read the instructions on page 2.
➤ Request may be rejected if the form is incomplete, illegible, or any required line was blank at the time of signature.

OMB No. 1545-187

Tip: Use Form 4506-T to order a transcript or other return information free of charge. See the product list below. You can als 1-800-829-1040 to order a transcript. If you need a copy of your return, use Form 4506, Request for Copy of Tax Return. There is to get a copy of your return.

1a Name shown on tax return. If a joint return, enter the name shown first.	1b First social security number on tax return employer identification number (see instruct
MELISSA MARKS	284-82-6701
2a If a joint return, enter spouse's name shown on tax return	2b Second social security number if joint tax r

3 Current name, address (including apt., room, or suite no.), city, state, and ZIP code
5572 TRAILWOOD DRIVE
NORTH CHARLESTON, SC 29418

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

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

Caution: If a third party requires you to complete Form 4506-T, do not sign Form 4506-T if lines 6 and 9 are blank.

6 **Transcript requested.** Enter the tax form number here (1040, 1065, 1120, etc.) and check the appropriate box below. Enter one tax form number per request. ➤ _____

a **Return Transcript,** which includes most of the line items of a tax return as filed with the IRS. Transcripts are only available for the follo returns: Form 1040 series, Form 1065, Form 1120, Form 1120A, Form 1120H, Form 1120L, and Form 1120S. Return transcript available for the current year and returns processed during the prior 3 processing years. Most requests will be processed with business days.

b **Account Transcript,** which contains information on the financial status of the account, such as payments made on the account, pe assessments, and adjustments made by you or the IRS after the return was filed. Return information is limited to items such as tax lia and estimated tax payments. Account transcripts are available for most returns. Most requests will be processed within 30 cale days.

c **Record of Account,** which is a combination of line item information and later adjustments to the account. Available for current and 3 prior tax years. Most requests will be processed within 30 calendar days.

7 **Verification of Nonfiling,** which is proof from the IRS that you did not file a return for the year. Most requests will be processed w 10 business days.

8 **Form W-2, Form 1099 series, Form 1098 series, or Form 5498 series transcript.** The IRS can provide a transcript that includes from these information returns. State or local information is not included with the Form W-2 information. The IRS may be able to pro this transcript information for up to 10 years. Information for the current year is generally not available until the year after it is filed the IRS. For example, W-2 information for 2003, filed in 2004, will not be available from the IRS until 2005. If you need W-2 informa for retirement purposes, you should contact the Social Security Administration at 1-800-772-1213. Most requests will be proces within 45 days.

Caution: If you need a copy of Form W-2 or Form 1099, you should first contact the payer. To get a copy of the Form W-2 or F 1099 filed with your return, you must use Form 4506 and request a copy of your return, which includes all attachments.

9 **Year or period requested.** Enter the ending date of the year or period, using the mm/dd/yyyy format. If you are requesting more t four years or periods, you must attach another Form 4506-T. For requests relating to quarterly tax returns, such as Form 941, your enter each quarter or tax period separately.

Signature of taxpayer(s). I declare that I am either the taxpayer whose name is shown on line 1a or 2a, or a person authorized to ob the tax information requested. If the request applies to a joint return, either husband or wife must sign. If signed by a corporate offi partner, guardian, tax matters partner, executor, receiver, administrator, trustee, or party other than the taxpayer, I certify that I have authority to execute Form 4506-T on behalf of the taxpayer.

Sign Here	➤ Signature (see instructions)	Date	Telephone number of taxpaye line 1a or 2a
	Melissa Marks	10/5/07	( )
	➤ MELISSA MARKS Title (if line 1a above is a corporation, partnership, estate, or trust)		
	➤ Spouse's signature	Date	

General Instructions

Purpose of form. Use Form 4506-T to request tax return information. You can also designate a third party to receive the information. See line 5.

Tip. Use Form 4506, Request for Copy of Tax Return, to request copies of tax returns.

Where to file. Mail or fax Form 4506-T to the address below for the state you lived in when that return was filed. There are two address charts: one for individual transcripts (Form 1040 series and Form W-2) and one for all other transcripts.

Note. If you are requesting more than one transcript or other product and the chart below shows two different service centers, mail your request to the service center based on the address of your most recent return.

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Chart for individual transcripts (Form 1040 series and Form W-2)

If you filed an individual return and lived in:	Mail or fax to the "Internal Revenue Service" at:
District of Columbia, Maine, Maryland, Massachusetts, New Hampshire, New York, Vermont	RAIVS Team Stop 679 Andover, MA 05501 978-247-9255
Alabama, Delaware, Florida, Georgia, North Carolina, Rhode Island, South Carolina, Virginia	RAIVS Team P.O. Box 47-421 Stop 91 Doraville, GA 30362 678-530-5326
Arkansas, Kansas, Kentucky, Louisiana, Mississippi, Oklahoma, Tennessee, Texas, West Virginia	RAIVS Team Stop 6716 AUSC Austin, TX 73301 512-460-2272
Alaska, Arizona, California, Colorado, Hawaii, Idaho, Montana, Nebraska, Nevada, New Mexico, Oregon, South Dakota, Utah, Washington, Wyoming	RAIVS Team Stop 38101 Fresno, CA 93888 559-253-4990
Connecticut, Illinois, Indiana, Iowa, Michigan, Minnesota, Missouri, North Dakota, Ohio, Wisconsin	RAIVS Team Stop 6705-B41 Kansas City, MO 64999 816-823-7667
New Jersey, Pennsylvania, a foreign country, or A.P.O. or F.P.O. address	RAIVS Team DP 135SE Philadelphia, PA 19255-0695 215-516-2931

Chart for all other transcripts

If you lived in or your business was in:	Mail or fax to the "Internal Revenue Service" at:
Alabama, Alaska, Arizona, Arkansas, California, Colorado, Florida, Georgia, Hawaii, Idaho, Iowa, Kansas, Louisiana, Minnesota, Mississippi, Missouri, Montana, Nebraska, Nevada, New Mexico, North Dakota, Oklahoma, Oregon, South Dakota, Tennessee, Texas, Utah, Washington, Wyoming	RAIVS Team P.O. Box 9941 Mail Stop 6734 Ogden, UT 84409 801-620-6922
Connecticut, Delaware, District of Columbia, Illinois, Indiana, Kentucky, Maine, Maryland, Massachusetts, Michigan, New Hampshire, New Jersey, New York, North Carolina, Ohio, Pennsylvania, Rhode Island, South Carolina, Vermont, Virginia, West Virginia, Wisconsin	RAIVS Team P.O. Box 145500 Stop 2800 F Cincinnati, OH 45250 859-669-3592
A foreign country, or A.P.O. or F.P.O. address	RAIVS Team DP 135SE Philadelphia, PA 19255-0695 215-516-2931

Line 1b. Enter your employer identification number (EIN) if your request relates to a business return. Otherwise, enter the first social security number (SSN) shown on the return. For example, if you are requesting Form 1040 that includes Schedule C (Form 1040), enter your SSN.

Line 6. Enter only one tax form number per request.

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

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

Corporations. Generally, Form 4506-T can be signed by: (1) an officer having legal authority to bind the corporation, (2) any person designated by the board of directors or other governing body, or (3) any officer or employee on written request by any principal officer and attested to by the secretary or other officer.

Partnerships. Generally, Form 4506-T can be signed by any person who was a member of the partnership during any part of the tax period requested on line 9.

All others. See Internal Revenue Code section 6103(e) if the taxpayer has died, is insolvent, is a dissolved corporation, or if a trustee, guardian, executor, receiver, or administrator is acting for the taxpayer.

Documentation. For entities other than individuals, you must attach the authorization document. For example, this could be the letter from the principal officer authorizing an employee of the corporation or the Letters Testamentary authorizing an individual to act for an estate.

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

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

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

The time needed to complete and file Form 4506-T will vary depending on individual circumstances. The estimated average time is: **Learning about the law or the form,** 10 min.; **Preparing the form,** 12 min.; and **Copying, assembling, and sending the form to the IRS,** 20 min.

If you have comments concerning the accuracy of these time estimates o suggestions for making Form 4506-T simpler, we would be happy to hear from you. You can write to the Interna Revenue Service, Tax Products Coordinating Committee, SE:W:CAR:MP:T:T:SP, 1111 Constitution Ave. NW, IR-6406, Washington, DC 20224. Do not send the form to this address. Instead, see **Where to file** on this page.

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RESPA (Rev-2/95)

Initial Escrow Account Disclosure Statement

Date: OCTOBER 5, 2007 Loan Number: 501684092 Case Number:

Servicer's Name and Address:
OLD SOUTH MORTGAGE CORP
4 CARRIAGE LN
403
CHARLESTON, SC 29407

Toll Free Number: (800) 968-7700

Borrowers: MELISSA MARKS

Property Address: 209 PRESIDENTIAL CT, ROUND O, SC. 29474-4374

Mailing Address: 5572 TRAILWOOD DRIVE
NORTH CHARLESTON, SC 29418

This is an estimate of activity in your escrow account during the coming year based on payments anticipated to b made from your account.

Month (or Period)	Payments to Escrow Account	Payments from Escrow Account	Description	Escrow Accoun Balance
Initial Deposit:				$422.37
NOV	176.11	55.10	PMI	543.38
DEC	176.11	422.37	COUNTY TAX	
		55.10	PMI	242.02
JAN	176.11	55.10	PMI	363.03
FEB	176.11	55.10	PMI	484.04
MAR	176.11	55.10	PMI	605.05
APR	176.11	55.10	PMI	726.06
MAY	176.11	55.10	PMI	847.07
JUN	176.11	55.10	PMI	968.08
JUL	176.11	55.10	PMI	1,089.09
AUG	176.11	55.10	PMI	1,210.10
SEP	176.11	1,029.72	HAZARD INS	
		55.10	PMI	301.39
OCT	176.11	55.10	PMI	422.40

(PLEASE KEEP THIS STATEMENT FOR COMPARISON WITH THE ACTUAL ACTIVITY IN YOUR ACCOUNT AT THI END OF THE ESCROW ACCOUNTING COMPUTATION YEAR.)

Cushion selected by servicer: $ 242.02

[xx] Your MONTHLY mortgage payment for the coming year will be $681.74,
of which $505.63 will be for principal and interest and $176.11 will go into your escrow account.
[ ] Your first mortgage payment for the coming year will be
of which will be for principal and interest and will go into your escrow account. The terms of your loan may result in changes to the monthly principal and interest payments during the year

Melissa Marks 10/5/07
MELISSA MARKS Date

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10-04-2007 12:11

NAME/SIGNATURE CERTIFICATION

LOAN #: 501684092

PROPERTY ADDRESS:
209 PRESIDENTIAL CT
ROUND O, SC 29474-4374

The Undersigned, MELISSA MARKS , certifies that
he/she is one and the same person as:

Melissa Jean Marks
Indicate Name Variation

Indicate Name Variation

Indicate Name Variation

Indicate Name Variation

As signed on any of the documents executed in connection with the Real Estate transaction. This is my true and correct signature.

Melissa Marks 10/5/07
MELISSA MARKS (DATE)

State of SOUTH CAROLINA)
County of Colleton)

On 10/5/2007 before me, Dorcas M. Tuten ,
personally appeared MELISSA MARKS,

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

WITNESS my hand and official seal.

Signature _____ (Seal)

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GSG1 0505
10-04-2007 12:11

ACKNOWLEDGMENT OF MORTGAGE LOAN APPLICANT
I/We have read this disclosure form and understand its contents, as evidenced by my/our signature(s) below
I/We understand that this acknowledgment is a required part of the mortgage loan application.

Melissa Marks 10/5/10
MELISSA MARKS Date

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GTSV
10-04-2007 12:11

RESPA SERVICING DISCLOSURE

Lender: OLD SOUTH MORTGAGE CORP
4 CARRIAGE LN
403
CHARLESTON, SC 29407

NOTICE TO FIRST LIEN MORTGAGE LOAN APPLICANTS: THE RIGHT TO COLLECT YOUR MORTGAGE LOAN PAYMENTS MAY BE TRANSFERRED. FEDERAL LAW GIVES YOU CERTAIN RELATED RIGHTS. IF YOUR LOAN IS MADE, SAVE THIS STATEMENT WITH YOUR LOAN DOCUMENTS. SIGN THE ACKNOWLEDGMENT AT THE END OF THIS STATEMENT ONLY IF YOU UNDERSTAND ITS CONTENTS.

Because you are applying for a mortgage loan covered by the Real Estate Settlement Procedures Act (RESPA) (12 U.S.C. Section 2601 et seq.) you have certain rights under that Federal law.

This statement tells you about those rights. It also tells you what the chances are that the servicing for this loan may be transferred to a different loan servicer. "Servicing" refers to collecting your principal, interest and escrow account payments, if any. If your loan servicer changes, there are certain procedures that must be followed. This statement generally explains those procedures.

Transfer Practices and Requirements

If the servicing of your loan is assigned, sold, or transferred to a new servicer, you must be given written notice of that transfer. The present loan servicer must send you notice in writing of the assignment, sale or transfer of the servicing not less than 15 days before the effective date of the transfer. The new loan servicer must also send you notice within 15 days after the effective date of the transfer. The present servicer and the new servicer may combine this information in one notice, so long as the notice is sent to you 15 days before the effective date of transfer. The 15 day period is not applicable if a notice of prospective transfer is provided to you at settlement. The law allows a delay in the time (not more than 30 days after a transfer) for servicers to notify you, upon the occurrence of certain business emergencies.

Notices must contain certain information. They must contain the effective date of the transfer of the servicing of your loan to the new servicer, and the name, address, and toll-free or collect call telephone number of the new servicer, and toll-free or collect call telephone numbers of a person or department for both your present servicer and your new servicer to answer your questions. 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.

Complaint Resolution

Section 6 of RESPA (12 U.S.C. Section 2605) gives you certain consumer rights, whether or not your loan servicing is transferred. If you send a "qualified written request" to your servicer, 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 the information regarding your request. Not later than 60 Business Days after receiving your request, your servicer must make any appropriate corrections to your account, or 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.

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

Damages and Costs

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.

Servicing Transfer Estimates

1. The following is the best estimate of what will happen to the servicing of your mortgage loan:
   ☐ We may assign, sell or transfer the servicing of your loan while the loan is outstanding. ☐ We are able to service your loan and we ☐ will ☐ will not ☐ haven't decided whether to service your loan.
   OR
   ☒ We do not service mortgage loans, ☒ and we have not serviced mortgage loans in the past three years.
   ☐ We presently intend to assign, sell or transfer the servicing of your mortgage loan. You will be informed about your servicer.
   ☐ We assign, sell or transfer the servicing of some of our loans while the loan is outstanding depending on the type of loan and other factors. For the program you have applied for, we expect to:
   ☐ sell all of the mortgage servicing ☐ retain all of the mortgage servicing
   ☐ assign, sell or transfer % of the mortgage servicing
2. For all the first lien mortgage loans that we make in the 12-month period after your mortgage loan is funded, we estimate that the percentage of mortgage loans for which we will transfer servicing is between:

___ [0 to 25%] or [NONE] ___ 26 to 50% ___ 51 to 75% _X_ [76 to 100%] or [ALL]

This estimate ☐ does ☒ does not include assignments, sales or transfers to affiliates or subsidiaries. This is only our best estimate and it is not binding. Business conditions or other circumstances may affect our future transferring decisions.

3. ☐ We have previously assigned, sold or transferred the servicing of first lien mortgage loans.
   OR
   ☐ This is our record of transferring the servicing of the first lien mortgage loans we have made in the past:

Year	Percentage of Loans Transferred (Rounded to nearest quartile - 0%, 25%, 50%, 75%, or 100%)

This information ☐ does ☐ does not include assignments, sales or transfers to affiliates or subsidiaries.

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V1 WBCD LOAN # 5016840!

NOTICE OF ASSIGNMENT, SALE, OR TRANSFER OF SERVICING RIGHTS

Borrower Name & Address:
MELISSA MARKS
209 PRESIDENTIAL CT
ROUND O, SC 29474-4374

You are hereby notified* that the servicing of your mortgage loan, that is, the right to collect payments from yo is being assigned, sold or transferred from OLD SOUTH MORTGAGE CORP

to FLAGSTAR BANK, FSB

effective NOVEMBER 1, 2007

The assignment, sale or transfer of the servicing of the mortgage loan does not affect any term or condition of th 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 day before the effective date of transfer, or at closing. Your new servicer must also send you this notice no later than 15 day after this effective date or at closing. [In this case, all necessary information is combined in this one notice.]

Your present servicer is OLD SOUTH MORTGAGE CORP

If you have any questions relating to the transfer of servicing from your present servicer call their Servicing Department
at (800) 968-7700 between 8:30 AM - 5 PM EST
on the following days:

This is a toll-free or collect call number.

Your new servicer will be FLAGSTAR BANK, FSB

The business address for your new servicer is: 5151 CORPORATE DRIVE
TROY, MI 48098

The toll-free or collect call telephone number of your new servicer is (800)968-7700 If you have any questions relating to the transfer of servicing to your new servicer call their Servicing Department

at (800)968-7700 between 8:30 AM - 5 PM EST
on the following days: Monday through Friday

The date that your present servicer will stop accepting payments from you is NOVEMBER 1, 2007
The date that your new servicer will start accepting payments from you is NOVEMBER 1, 2007 Send all payments due on or after that date to your new servicer.

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. Section 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. Section 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 the servicing of your loan, it must be sent to this address:
5151 CORPORATE DRIVE
TROY, MI 48098

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.

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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.

* This notification is a requirement of Section 6 of the Real Estate Settlement Procedures Act (RESPA) (12 U.S.C. Section 2605).

Melissa Marks 10/5/07

MELISSA MARKS Date

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V1 WBCD LOAN # 5016840

AFFIDAVIT OF OCCUPANCY

STATE OF SOUTH CAROLINA }
COUNTY OF } SS.
209 PRESIDENTIAL CT
ROUND O, SC 29474-4374
Before me, the undersigned authority duly authorized to take acknowledgments and administer oaths persons appeared: MELISSA MARKS

("Affiants") who, upon being duly sworn, depose and say as follows:

1. Affiants hereby certify that, upon taking title to the real property described above, their occupancy stat will be as follows:

[X] 1.1 Primary Residence: Occupied by owner as his/her principal residence and entitled to receive, unc SOUTH CAROLINA law, Homestead Exemptions for taxes and/or creditor exemptions

[ ] 1.2 Secondary Residence: Occupied by owner as second home (vacation, etc.) while maintaini principal residence elsewhere.
(NOTE: Please mark this box if property will initially be a second home but you plan to establish it your primary residence at a future date (i.e., retirement)).

[ ] 1.3 Investment Property: Not owner occupied. Purchased as an investment to be held or rented.

2. Affiants acknowledge that this Affidavit of Occupancy is given as a material inducement to cause: OLD SOUTH MORTGAGE CORP

to make a mortgage loan to Affiants and that any false statements, misrepresentations or mater omissions shall constitute a breach of the Affiant's obligation to: OLD SOUTH MORTGAGE CORP

and that all the provisions of the mortgage indenture concerning default on the Promissory Note v thereupon be in full force and effect.

3. Affiants further acknowledge that they have read and understand the following:
18 United States Code Section 1014:
"Whoever knowingly makes any false statement or report,...for the purpose of influencing in any way t action of...any institution the accounts of which are insured by the Federal Deposit Insurance Corporatic the Office of Thrift Supervision, any Federal home loan bank, the Federal Housing Finance Board, t Federal Deposit Insurance Corporation, the Resolution Trust Corporation, the Farm Credit Syste Insurance Corporation, or the National Credit Union Administration Board,...upon any application,... loan,...shall be fined not more than $1,000,000 or imprisoned not more than 30 years or both."

4. The agreements and covenants contained herein shall survive the closing of the mortgage loan transactic

Melissa Marks 10/5/07
MELISSA MARKS Date/SEAL

State of: SOUTH CAROLINA

County of: Colleton

Subscribed and sworn to (or affirmed) before me on this day of October
by Melissa Marks

My Commission expires: 11/15/2016
(Seal)

(Notary Public)

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GAOC 07(
10-04-2007 12:1

Borrower's Certification & Authorization

Certification

The undersigned certify the following:

1. I/We have applied for a mortgage loan from OLD SOUTH MORTGAGE CORP.

   In applying for the loan, I/we completed a loan application containing various information on the purpose of the loan the amount and source of the down payment, employment and income information, and assets and liabilities. I/We certify that all of the information is true and complete. I/We made no misrepresentations in the loan application or other documents, nor did I/we omit any pertinent information.
2. I/We understand and agree that OLD SOUTH MORTGAGE CORP

   reserves the right to change the mortgage loan review process to a full documentation program. This may include verifying the information provided on the application with the employer and/or the Financial Institution.
3. I/We fully understand that it is a Federal crime punishable by fine or imprisonment, or both, to knowingly make any false statements when applying for this mortgage, as applicable under the provisions of Title 18, United States Code Section 1014.

Authorization to Release Information

To Whom It May Concern:

1. I/We have applied for a mortgage loan from OLD SOUTH MORTGAGE CORP.

   As part of the application process, OLD SOUTH MORTGAGE CORP

   and the mortgage guaranty insurer (if any) may verify information contained in my/our loan application and in other documents required in connection with the loan, either before the loan is closed or as part of its quality control program.
2. I/We authorize you to provide to OLD SOUTH MORTGAGE CORP

   and to any investor to whom OLD SOUTH MORTGAGE CORP

   may sell my mortgage, and to the mortgage guaranty insurer (if any), any and all information and documentation that they request. Such information includes, but is not limited to, employment history and income; bank, money market, and similar account balances; credit history; and copies of income tax returns.
3. OLD SOUTH MORTGAGE CORP

   or any investor that purchases the mortgage or the mortgage guaranty insurer (if any) may address this authorization to any party named in the loan application.
4. A copy of this authorization may be accepted as an original.
5. Your prompt reply to OLD SOUTH MORTGAGE CORP,

   the investor that purchased the mortgage, or the mortgage guaranty insurer (if any) is appreciated.
6. Mortgage guaranty insurer (if any): GENWORTH FINANCIAL

MELISSA MARKS
SS#: 284-82-6701

FNMA Form 1097 (Apr. 90)
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GBCT 3511
10-04-2007 12:11

Manufactured Home Closing Instructions Addendum

All documents must be proofread by someone other than the preparer before closing. Accuracy is very import Because it is very difficult to make corrections after closing, all incorrect documents must be corrected prio closing with the approval of Flagstar Bank.

The closing agent must sign this Closing Instructions Addendum page attesting to the steps taken to close this manufactured home loan.

Place a "√" in the box if information relating to the numbered item is included in the closing package, or an in the box if not applicable.
If the document is to follow, then circle the box. You must provide a written explanation in the space provi below referencing the corresponding item number.

---

1. ☐ Make certain that the borrower's name is typed and written identically on all closing documents, especi the specific documents mentioned below. If there are any differences in the typed name or if the borrow signature contains fewer characters than the typed name (i.e., typed John Doe and signed as J. Doe), then must complete a name affidavit for ALL variations.

2. ☐ Make certain that the manufactured home (MH) is attached to the property as a permanent improvem Proof may be made by means of an appraisal, inspection, or affidavit and pictures with a survey, if applica

3. ☐ Ensure that the affidavit of fixture for the MH is recorded, if permitted by law.

4. ☐ In the case of an existing MH attached to a permanent foundation, provide a certificate of completior other evidence that the manufactured home was properly installed and attached to utilities.

5. ☐ Ensure that the MH is not currently treated, under state law, as personal property by verifying that previously-issued certificate of title (or certificates of title in the case of multi-wide MH units, for which more t one certificate of title may be issued) has been cancelled.

6. ☐ If state law permits the MH to be classified as real property without the issuance of a Certificate of Title, t provide evidence that no certificate of title was issued (e.g. certificate of origin).

7. ☐ If state law does not permit the "surrender of title," then make certain that Flagstar Bank appears as lienholder on the certificate of title and that no other liens exist.

8. ☐ The borrower(s) must sign an affidavit acknowledging their intention that the MH is permanently to be of the real property securing the mortgage. The affidavit must contain any specific language that may be requi by applicable law and, if possible, it must be recorded.

9. ☐ Make absolutely certain that any liens on the certificate of title are satisfied and that any sales or perso property taxes on the transfer of the MH have been paid.

10. ☐ If state law requires a UCC filing to perfect the security interest in the MH, then you must instruct the company to notify Flagstar Bank of that requirement. Also, if another party has made a UCC filing on the M you must review the applicable records and ensure that the prior UCC filing is released.

11. ☐ Ensure that the title company clears all liens or UCC filings on the certificate of title prior to closing. If title company is unable to clear such liens or filings prior to closing, you may not close.

12. ☐ Contact the assessor or other pertinent state or county authority of the city, state, or county in which MH and the attached property are located and verify that the MH has been assessed as an improvement to property for tax purposes.

13. ☐ Record a valid first lien on the land and the real property and include a description of the immovable or, if a multi-wide home, all such descriptions, in the mortgage or deed of trust. The description must incl the serial number of the HUD Data Plate, which provides evidence that the MH complies with the Fede Manufactured Home, Construction and Safety Standards that were established on June 15, 1976. The H Data Plate is permanently affixed near the main electrical panel or other accessible visible location. T description must also include the vehicle identification number, the make, year, and size of the manufactu home, and any other information which specifically identifies the home, and this description must be follow by the words "which, by intention of the parties, shall constitute a part of the realty and shall pass with it", or oth similar state-specified wording.

14. ☐ Make certain that the title policy includes an 'Alta 7' or similar endorsement to insure the MH located the land, and/or any other applicable endorsements which may be required by the jurisdiction.

15. ☐ Provide Flagstar Bank with a title protection letter for this specific loan.

16. ☐ Make certain that the closing entity sufficiently verifies the identities of all of the persons involved in th closing of this transaction.

17. ☐ Closing Agent/Company/Attorney comments:

The Closing Agent has completed all of the applicable steps above to insure the manufactured housing unit an the land to which it is attached.

Dorcas M. Titten — x [signature] — Signature

Print or type Closing Agent/Company/Attorney Name

Phone Number (843) 542-9495

Date: 10/5/2007

Loan Review Department Check L

Borrower: MELISSA MARKS Loan #: 501684092

Co-Borrower:

Property Address: 209 PRESIDEETIAL CT
ROUND O, SC 29474-4374

Contact Name: Sean Davis Contact Info: (843) 573-4780

Settlement Agent: Contact Info:

Please send all Closing Packages via overnight mail to the address below. Do not send to any other department (Post Closing, Final Documents, Accounting, etc.) If you are mailing multiple sets of documents in the same overni package, please place each set of documents in their own envelope or fastened in a file folder AND place the appropri Flagstar department sticker on the outside of the envelope or file folder.

Flagstar Bank, FSB
Closed Package Receiving Mail Stop W-800-1
5151 Corporate Drive
Troy, MI 48098

Keep your Underwriting Packages for paperless loans. Refer to Document #4203 for further details.

Closing Packages must be received by Flagstar Bank within 72 hours of disbursement (96 hours for California, Washington, and Oregon)

PLEASE ENCLOSE THE FOLLOWING DOCUMENTS IN THE ORDER LISTED

- ☐ 1 Original Note W/Addenda (endorsed to Flagstar Bank if applicable)
- ☐ 2 Name Affidavit (if applicable)
- ☐ 3 Loan Review Department Check List
- ☐ 4 Power of Attorney (Copy of Borrower if applicable)
- ☐ 5 Original Loan Modification (if applicable, NY CEMA loans only)
- ☐ 6 Settlement Statement - Either final signed HUD - 1, totaled or both.
- ☐ 7 Mortgage / Deed of Trust - Certified true copy and any applicable Riders. (If MOM document is us include the MERS MIN # with the MERS language)
- ☐ 8 Corporate Assignment - Certified true copy, assigned to Flagstar Bank (Not applicable when MERS used)
- ☐ 9 Legal Description
- ☐ 10 Mortgage Insurance Certificate (if applicable)
- ☐ 11 PMI Initial Disclosure (if applicable)
- ☐ 12 1003 / Application - Typed, signed, and dated
- ☐ 13 Borrower's certification of authorization
- ☐ 14 First Payment Letter - Original
- ☐ 15 Buydown agreement (if applicable)
- ☐ 16 Initial Escrow / Impound Disclosure or Escrow waiver agreement
- ☐ 17 Hazard Insurance - Current Declaration page or Certification
- ☐ 18 Hazard Insurance Endorsement Letter (Flagstar Bank's doc # 3620 or similar document showi intention to transfer) If Policy does not list Flagstar Bank as the mortgagee, this form should be used evidence of intention to transfer.
- ☐ 19 Flood Certificate - Include Flood Insurance - Current Declaration page or Certification if required.
- ☐ 20 Flood Insurance Notification - Original
- ☐ 21 Tax Information Sheet - Original
- ☐ 22 Homeowners Authorization Statement
- ☐ 23 Short Form Title Policy (Preferred) or Title Commitment w/Legal Description
- ☐ 24 Final Truth-In-Lending - Original, including itemization
- ☐ 25 Notice of Right to Cancel - (Owner occupied refinance only)
- ☐ 26 Good Faith Estimate and Initial Truth-In-Lending (dated within 3 business days of application)
- ☐ 27 W-9
- ☐ 28 RESPA Servicing Disclosure
- ☐ 29 Arm / Program Disclosure Statements
- ☐ 30 Notice of Assignment, Sale, or Transfer of Servicing Rights
- ☐ 31 Original First Lien Letter, with loan amount (unless short form title is used)
- ☐ 32 Tax Option Disclosure (Wisconsin only)
- ☐ 33 Survey, if any and Hold Harmless (if applicable)
- ☐ 34 Buyer and Seller escrow instructions if applicable - Copy
- ☐ 35 Loan Closing Disclosure Acknowledgment - Original
- ☐ 36 Premium Payment Authorization (if applicable) Original
- ☐ 37 Manufactured Home additional documentation (if applicable)
- ☐ 38 "At closing" conditions or documents
- ☐ 39 Compliance Agreement
- ☐ 40 Any other documents as required by Flagstar, product, descriptions, or seller's guide

V1 WBCD LOAN # 501684092

LOAN CLOSING DISCLOSURE ACKNOWLEDGMENTS

BORROWER(S): MELISSA MARKS

PROPERTY ADDRESS: 209 PRESIDENTIAL CT
ROUND O, SC 29474-4374

DATE: OCTOBER 5, 2007

This day we have just closed a mortgage with your company/bank (Lender) and acknowledge the following:

We certify that in accordance with the Real Estate Settlement Procedures Act of 1974, as Amended, that we receive the Special Information Booklet at the time of our mortgage application; that we received a Good Faith Estimate of settlemen costs and that each borrower received a copy of the Truth in Lending Disclosure within three days of our mortgage application

We certify that all of the information provided by us for this loan was voluntary. We authorize the Lender or its assign to obtain and use any information provided by us for any assignment of our mortgage loan including credit information

We certify that to our knowledge and belief and understanding that the Lender did not discriminate against us during the mortgage loan process on the basis of race, color, religion, natural origin, sex, marital status, age, handicap or familia status (having children under the age of 18), nor did the Lender discriminate against the property because of location

We understand that our mortgage can be sold to another financial institution by the Lender at any time before th maturity of the mortgage loan. We also understand that if our loan is sold, any refinance conversion certificate or an other refinancing arrangement of the Lender is void and that the financial institution purchasing our mortgage is unde no obligation whatsoever to honor any refinance conversion certificate or any other refinance terms of the Lender. W understand that if we were to refinance, it probably would be in our best interest to do so during the period of time th original Lender holds our mortgage.

We understand that should the Lender or its assigns require a tax and/or insurance escrow account as a conditio for the initial mortgage loan, we agree to the following:

1. If we have an escrow account for payment of taxes and insurance, this account shall be reviewed each year t determine if sufficient funds are available for payment of bills. Should a shortage occur, we will have the optio of paying the amount in one payment or paying it over the period of twelve (12) months. If our escrow accour indicates an excess of funds, we will be given the option of A. having the funds returned to us, B. applying th funds to our principal balance, or C. leaving the funds in our escrow account for future increases.
2. We understand that it is our responsibility to arrange for renewal insurance policies to be in the possession c the Lender or its assigns before the expiration of present insurance coverage. Upon failure to do so, the Lende or its assigns will have the option to either renew the coverage selected by us, or to secure comparabl insurance.
3. We understand that the Lender or its assigns reserves the right to cancel or not accept insurance coverage fror a company not approved by the management of the Lender or its assigns. If this should occur, we understan it is our responsibility to immediately acquire insurance coverage acceptable to the Lender or its assigns.
4. We further agree that the Lender or its assigns shall not be liable for any claim whatsoever due to any insuranc risk not required to be covered under the provisions of the loan instrument.

We also are satisfied with the manner and time span in which we were notified by the Lender of our loan approva temporary denial, or change of terms or conditions of loan approval. We completely agree and are satisfied with the term and conditions of the mortgage loan we have just obtained.

This mortgage loan and all associated terms, conditions, agreements, and acknowledgments shall be binding o us, our heirs, executors, and assigns, and shall insure to the benefit of the Lender and its assigns.

MELISSA MARKS

V1 WBCD LOAN # 501684092

OLD SOUTH MORTGAGE CORP

FIRST LIEN LETTER

RE: Title Commitment Number:
Borrower(s): MELISSA MARKS

209 PRESIDENTIAL CT
ROUND O, SC 29474-4374
Date: OCTOBER 5, 2007.

ATTN:

We have closed and completely disbursed the proceeds of the mortgage contemplated by the above mentioned commitment in the amount of 76,000.00.

The said mortgage is a valid first lien on the property described in said commitment, subject only to the exceptions shown therein, and there are no outstanding or unpaid taxes or special assessments on said premises as to the date thereof.

An Alta Mortgagee's Title Policy, dated as of the date of recording of the mortgage and subject only to those exceptions referred to above, will be issued in due course.

This letter is an endorsement to the captioned commitment, and is subject to the schedules, conditions and stipulations of the Alta Loan Policy Form.

Dorcas M. Tuten
SETTLEMENT/CLOSING AGENT

BY: Dorcas M. Tuten

D95ERS 403

Hold Harmless for Well, Septic and Insulation

Date OCTOBER 5, 2007 Loan # 501684092

RE: Property Address 209 PRESIDENTIAL CT
ROUND O, SC 29474-4374

Please check the appropriate statement(s)

✓ 1. I/We are aware that this property has a well and/or septic system. I/We are satisfied with the condition of the well and septic system and with the water quality and, therefore, waive the need for an inspection

I/We hold OLD SOUTH MORTGAGE CORP

its assignees, employees, and agents harmless from any liability for any damages that I/we might suffer a a result of this decision. I/we acknowledge that the decision to waive an inspection was made freely by me us without duress.

✓ 2. I/We have reviewed and accept the attached inspection reports, regarding the water supply and sewag disposal system for this property. I/We acknowledge and understand that OLD SOUTH MORTGAGE CORP

makes no promises or representations about the reports and assumes no responsibility for the accurac of the inspection reports.

I/We hold OLD SOUTH MORTGAGE CORP

It's assignees, employees, and agents harmless from any liability for any damages that I/we might suffer a a result of my/our decision to accept the inspection reports. I/We acknowledge that the decision to accep the inspection reports without additional investigation was made freely by me/us without duress.

✓ 3. I/We are aware that the appraiser that appraised this property was unable to determine the type or the condition of the insulation during his/her inspection of the property. I/We acknowledge and understand tha OLD SOUTH MORTGAGE CORP

has no knowledge of the type or condition of the insulation.

I/We hold OLD SOUTH MORTGAGE CORP

its assignees, employees, and agents harmless from any liability for any damages that I/we might suffer as a result of my/our decision to accept the appraiser's appraisal even though it is lacking information with respect to the type and condition of the insulation. I/We acknowledge that this decision to was made freely by me/us without duress.

Melissa Marks 10/5/07
MELISSA MARKS Date

Homeowner's Real Estate Tax Authorization

Loan Number: 501684092

Date: OCTOBER 5, 2007

Homeowner Name: MELISSA MARKS Lender #: 30994

Address: 209 PRESIDENTIAL CT

City & State: ROUND O, SOUTH CAROLINA

County: Colleton Lot:

Tax Parcel(s): #168-00-00-147

**********MUST HAVE FULL LEGAL DESCRIPTION ATTACHED**********

Dear Tax Collector:

Please accept this letter as authorization to mail all future real estate tax bills on the above referenced property to:

FIRST AMERICAN REAL ESTATE TAX SERVICE
ESCROW BILL RECEIPT DEPT.
8435 NORTH STEMMONS FREEWAY
DALLAS, TX 75247

We further authorize that, in the event the mortgage is assigned or another paying agent is established for the payme of property taxes, the tax bills be forwarded to the assignee or paying agent immediately upon receipt of such notificatic

Sincerely,

Homeowner(s) Signature(s)

Melissa Marks 10/5/(

MELISSA MARKS Dat

FLOOD INSURANCE NOTIFICATION

LENDER: OLD SOUTH MORTGAGE CORP

Borrower: MELISSA MARKS

Property Address: 209 PRESIDENTIAL CT

City, State, Zip: ROUND O, SC 29474-4374

Loan Number: 501684092

In accordance with the Federal Flood Disaster Protection Act of 1973, this is to certify that we are aware that the subject property which we are mortgaging, may be in a Special Hazard Area as designated by the Federal Insurance Administration (FIA) or th Director of the Federal Emergency Management Agency (FEMA), and as such will require Flood Insurance Coverage; but that du to the procedures established by the FIA and FEMA, the lender may not be able to obtain information needed for the exact are identification prior to the closing of the loan. Furthermore, we understand that the lender is required, for the life of this loan, to monitc the Flood Insurance Rate Map (FIRM) and/or Flood Hazard Boundary Map (FHBM) to establish if our property has been deeme a flood hazard.

Therefore, we hereby understand and agree that if, any time prior to, or after the closing of our loan, the lender is able to determin that the above property is located in a Special Flood Hazard Area and flood insurance is required, we hereby authorize the lende to secure flood insurance of the required amount and type to be placed upon said property. Furthermore, we hereby agree to pay th first year's premium either by cash or through an escrow/impound advance and authorize the lender to increase our monthly escrow impound payments to replenish the advancement and provide sufficient funds for subsequent annual insurance premiums.

We also understand that this policy cannot be canceled, as it is a regulation of the Federal Government, and in the event it is cancele by us, it will be considered a default under the terms of the Note, and the Note will become due and payable in full upon notice fron the lender.

We accept the foregoing this 5th day of October, 2007

Melissa Marks

MELISSA MARKS

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V1 WBCD LOAN # 501684

OLD SOUTH MORTGAGE CORP
4 CARRIAGE LN
403
CHARLESTON, SC 29407
(843) 573-4780

Notice of Transfer of Loan Servicing Rights

MELISSA MARKS
5572 TRAILWOOD DRIVE
NORTH CHARLESTON, SC 29418

You are hereby notified that the servicing of your mortgage loan, that is, the right to collect payments from you, is be assigned, sold or transferred from OLD SOUTH MORTGAGE CORP

to Flagstar Bank, FSB, effective NOVEMBER 1, 2007.

The assignment, sale or transfer of the servicing of the mortgage loan does not affect any term or condition of 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 bef the effective date of the transfer, or at closing. Your new servicer must also send you this notice no later than 15 d after this effective date or at closing. In this case, all necessary information is combined in this one notice.

Your present servicer is OLD SOUTH MORTGAGE CORP.

If you have any questions relating to the transfer of servicing from your present servicer call (843) 573-4780 between the hours of 9:00 a.m. and 5:00 p.m., on the following days: Mon through Friday. This is a toll-free or collect-call number.

Your New Servicer will be Flagstar Bank, FSB.
The business address for your new servicer is: Flagstar Bank, FSB, 5151 Corporate Drive, Troy MI, 48098-2639. T toll-free telephone number of your new servicer is (800)968-7700. If you have any questions relat to the transfer of servicing to your new servicer call (800)968-7700 to speak with a Customer Serv Department representative, between 7:30 a.m. and 5:00 p.m. Eastern Standard Time, Monday through Friday.

The date that your present servicer will stop accepting payments from you is NOVEMBER 1, 2007.
The date that your new servicer will start accepting payments from you is NOVEMBER 1, 2007. Se all payments due on or after that date to your new servicer. Always send the mortgage payment with the payment coup to the address specified on the coupon.

You should also be aware of the following information, which is set out in more detail in Section 6 of the Real Est 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 your old servicer before its due date may not be treated by the new loan servicer as late, and a late fee may not 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 yc loan servicer concerning the servicing of your loan, your servicer must provide you with a written acknowledgment with 20 Business Days of the receipt of the request. A "qualified written request" is a written correspondence, other that noti on a payment coupon or other payment medium supplied by the servicer, which includes your name and accou number, and your reasons for the request. If you want to send a "qualified written request" regarding the servicing your loan, it must be sent to this address: Flagstar Bank, FSB, 5151 Corporate Drive, Troy, MI, 48098-2639, At Customer Service Department.

Not later than 60 Business Days after receiving your request, your servicer must make any appropriate corrections your account, and must provide you with a written clarification regarding any dispute. During this 60-Business D period, your servicer may not provide information to a consumer reporting agency concerning any overdue payme related to such period of "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 (12 U.S.C. 2605) 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.

OLD SOUTH MORTGAGE CORP OCTOBER 5, 2007

AND

Flagstar Bank, FSB OCTOBER 5, 2007

COMPLIANCE AGREEMENT

STATE OF SOUTH CAROLINA)
) SS.
COUNTY OF Colleton)

BORROWER(S): MELISSA MARKS

SELLER(S): WALKER, PAUL

LENDER: OLD SOUTH MORTGAGE CORP

PROPERTY: 209 PRESIDENTIAL CT
ROUND O, SC 29474-4374

LOAN NUMBER: 501684092

The undersigned borrower(s) in consideration of the above referenced loan agree(s), if requested by Lender, or Clos Agent for the Lender, to fully cooperate in adjusting for clerical errors on any or all loan documentation if deem necessary or desirable in the reasonable discretion of Lender to enable Lender to sell, convey, seek guaranty or mar said loan to any entity, including but not limited to an Investor, Federal National Mortgage Association, Federal Ho Loan Mortgage Corporation, Federal Housing Authority or the Department of Veterans Affairs.

The undersigned borrower(s) do hereby agree and covenant in order to assure that the loan documentation execu this date will conform and be acceptable in the market place in the instance of transfer, sale or conveyance by Len of its interest in and to said loan.

The undersigned borrower(s) agree(s) to comply with all above requests by the above-referenced Lender, or Clos Agent for Lender, within 30 days from date of mailing said requests. Borrower(s) agree(s) to assume all costs includi by way of illustration and not limitation, actual expenses, legal fees and marketing losses for failing to comply w correction requests in the above noted time period.

Dated effective

Melissa Marks
MELISSA MARKS

On October 5, 2007 before me, Dorcas M. Tuten.

personally appeared MELISSA MARKS

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his//her/th authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon beh of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Dorcas M Tuten
Signature

OLD SOUTH MORTGAGE CORP
4 CARRIAGE LN
403
CHARLESTON, SC 29407
(843) 573-4780

Borrower Closing Certification

Date: OCTOBER 5, 2007 Loan Number: 501684092
Borrower(s): MELISSA MARKS

Property Address: 209 PRESIDENTIAL CT
ROUND O, SC 29474-4374

As of the date referenced above, I/we hereby certify that:

1. The income and employment information that I/we provided as part of our original application has not changed or if my/our income has changed, it has increased.
2. If I/we were required to provide tax returns to you, the complete set of 1040s that I/we provided to you is an exac copy of the 1040s that I/we filed with the I.R.S.
3. No additional debt exists other than the debt that was listed on my/our original and final applications.
4. There are no unrecorded mortgages and/or liens encumbering the property.
5. I/We have not been given any seller concessions other than those that were disclosed in my/our origina purchase agreement nor have I/we entered into any agreement with the seller or another person or entity relate to or involved with the seller, involving this property.
6. If my/our original and final application indicates that I/we will occupy the property, this is an accurate statement
7. The information that is contained on my/our final application is accurate and complete as of today's date.

I/We fully understand that it is a federal crime, pursuant to the provisions 18 U.S.C. § 1010, punishable by fine o imprisonment, or both, to knowingly make any false statements concerning any of the above facts.

Acknowledgement by borrower(s):

Melissa Marks (Seal)
MELISSA MARKS

STATE OF South Carolina)
COUNTY OF Colleton)

Sworn to and subscribed before me by MELISSA MARKS, known to me to be the person(s) who signed the foregoing certificate in my presence this 5th day of October, 2007.

Notary Public

My commission expires 11/15/2016

Document #3684 7/29/05
Online Documents, Inc.

I336BCO 0705
10-04-2007 12:11

V1 WBCD LOAN # 501684

MORTGAGOR'S AFFIDAVIT

THE STATE OF SOUTH CAROLINA §
§
COUNTY OF COLLETON §

BEFORE ME, the undersigned authority, a Notary Public in and for the said County and State, on this day perso appeared: MELISSA MARKS

(Borrower(s)), who after being duly sworn on oath say(s):

- THAT I/we purchased the property and premises known as:

209 PRESIDENTIAL CT
ROUND O, SC 29474-4374

from: PAUL WALKER.

(Seller(s)),

- THAT I/we received a copy of the good faith estimate of borrowers' settlement costs, a copy of the Truth in Lenc "Settlement of Cost of Loan" and a copy of the booklet entitled "Settlement Costs," all of which were delivere mailed within three business days after the date of my/our loan application.
- THAT I/we acknowledge that any earnest money deposited by me/us has been applied toward the down paym and settlement charges; no money has been paid to anyone other than the Lender for arranging for the extens of credit in connection with this loan; and I/we have reviewed and understand the manner in which the depo toward our taxes, insurance and monthly assessments, if any, and reserve accounts are calculated, and agree t the method of calculation is fair, accurate and meets with my/our full approval.
- THAT I/we do hereby accept the house and improvements and agree that no claim or defense which I/we may h against Seller shall be asserted against the Lender, its successors and/or assigns; I/we have accepted, ar possession of and, if so indicated on my/our loan application, will occupy said premises as my/our homestead; a I/we accept the size of the lot on which such improvements are situated according to the records thereof.
- THAT I/we do hereby grant specific authority to the Lender to furnish information contained in our policy of insura to any person I/we designate in writing or the Lender deems advisable for the purpose of quoting rates a complying with the covenants of the Security Instrument.
- THAT I/we have reviewed the restrictions, maintenance charges, easements, title exceptions and encroachments, if a reflected by the survey and the owner's and/or mortgagee's information letter or title report. I/We acknowledge that th restrictions, maintenance charges, easements, title exceptions and encroachments, if any, are acceptable to me/
- THAT I/we understand that, in the event the due date of our first monthly installment is more than one month from date of settlement, I/we will be billed for and agree to pay preliminary interest for the period of time exceeding one mor
- THAT none of the fees and/or expenses paid by the Seller in this transaction have been passed on to me/us as p of the purchase price of the said property or premises or otherwise. I/We have not made, nor will make, any refur or reimbursement to the Seller, or to anyone else, for the fees and/or expenses paid by the Seller.
- THAT I/we understand that the Lender is relying on the statement contained in this Affidavit in making the mortga loan to me/us and would not make the mortgage loan except for this Affidavit.

SECTION 1010 OF TITLE 18 OF THE UNITED STATES CODE PROVIDES: "WHOEVER FOR THE PURPOSE OBTAINING ANY LOAN OR ADVANCE OF CREDIT...MAKES, PASSES, UTTERS, OR PUBLISHES ANY STATEME KNOWING THE SAME TO BE FALSE...SHALL BE FINED NOT MORE THAN $5,000 OR IMPRISONED NOT MO THAN TWO YEARS, OR BOTH".

Melissa Marks
MELISSA MARKS

SUBSCRIBED AND SWORN TO BEFORE ME this 5th day of October, 2007.

Notary Public in and for the State of SOUTH CAROLINA

OLD SOUTH MORTGAGE CORP
4 CARRIAGE LN
403
CHARLESTON, SC 29407
(843) 573-4780

ACKNOWLEDGMENT OF RECEIPT OF DISCLOSURES

Date: OCTOBER 5, 2007 Loan Number: 501684092

Borrower(s): MELISSA MARKS

Property Address: 209 PRESIDENTIAL CT
ROUND O, SC 29474-4374

Please review this list of required loan disclosures, and once you have done so, please sign this document. You shou have received these disclosures, as applicable, either prior to today's date or in your closing package. If you hav questions about a particular disclosure, ask your loan originator for more information and a copy of the disclosure. Plea note that you are under no obligation to close your loan at this time and can delay doing so until you are satisfied th you have been provided with all of the applicable disclosures for your loan.

Disclosures Required for all Loans:

- **Good Faith Estimate (GFE):** This disclosure provides a good faith estimate of the fees that you will be charge to obtain your loan.
- **Initial and Final Truth in Lending:** These disclosures provide the Annual Percentage Rate for your loan, whic is the cost of your credit at a yearly percentage rate and the Total Finance Charge of your loan, which is the co of your credit over the life of the loan in a dollar amount.
- **RESPA Servicing Disclosure:** This disclosure provides information on the potential likelihood that your loa will be sold to another investor.
- **Notice of Right to Receive Appraisal Disclosure:** This disclosure provides information on your right to recei a copy of the appraisal that was obtained by your lender. This disclosure only applies where you have not bee provided your appraisal or a copy of your appraisal.
- **Privacy Disclosure:** This disclosure provides information on your lender's privacy policy, including informatic on how your lender keeps your personal information private.
- **Notice to Home Loan Applicant/Credit Score Notice and Disclosure:** These disclosures explain yo right to receive your credit score and provide you with the credit bureau contact information and your cred score.
- **Initial Escrow Account Disclosure Statement, if applicable** - This disclosure shows a projected escro analysis for the first year of escrow activity on your loan.

Disclosures That May Be Required For Your Loan:

- **Prepayment Penalty Disclosure:** This disclosure provides details, regarding any monetary penalties that yo may be assessed if you prepay your loan.
- **Low Documentation/No Documentation Disclosure:** This disclosure provides information, explaining th you may have paid a pricing premium in order to obtain a reduced documentation or no documentation loa
- **ARM Disclosure:** This disclosure provides information, which illustrates the ramifications of obtaining a adjustable rate loan, and the potential for increased mortgage payments that such an option carries with it
- **Private Mortgage Insurance Disclosure:** This disclosure provides the details of the mortgage insuranc program associated with your loan.

- **Government Disclosures (VA/FHA):** These documents include the disclosures required for governr insured loans, including loans insured by VA and FHA.

- **Interest Only Disclosure (Fixed Loans):** This disclosure provides details on how interest only options cause your payment to change and illustrates how your loan principal will not be reduced during the int only period unless you make additional payments.

By signing this document you acknowledge that you have been provided with all of the necessary disclosures for loan, including any disclosures that are specific to your loan type.

Melissa Marks 10/5
MELISSA MARKS Da

MORTGAGE FRAUD IS INVESTIGATED BY THE FBI

Mortgage Fraud is investigated by the Federal Bureau of Investigation and is punishable by up to 30 years in federal prison or $1,000,000 fine, or both. It is **illegal for a person to make any false statement regarding income, assets, debt,** or matters of identification, or to willfully overvalue any land or property, in a loan and credit application for the purpose of influencing in any way the action of a financial institution.

Some of the applicable Federal criminal statutes which may be charged in connection with Mortgage Fraud include:

18 U.S.C. § 1001 - Statements or entries generally
18 U.S.C. § 1010 - HUD and Federal Housing Administration Transactions
18 U.S.C. § 1014 - Loan and credit applications generally
18 U.S.C. § 1028 - Fraud and related activity in connection with identification documents
18 U.S.C. § 1341 - Frauds and swindles by Mail
18 U.S.C. § 1342 - Fictitious name or address
18 U.S.C. § 1343 - Fraud by wire
18 U.S.C. § 1344 - Bank Fraud
42 U.S.C. § 408(a) - False Social Security Number

Unauthorized use of the FBI seal, name, and initials is subject to prosecution under Sections 701, 709, and 712 of Title 18 of the United States Code. This advisement may not be changed or altered without the specific written consent of the Federal Bureau of Investigation, and is not an endorsement of any product or service.

Melissa Marks (Seal)
MELISSA MARKS

Private Mortgage Insurance Disclosure

Loan Number: 501684092
Property Address: 209 PRESIDENTIAL CT
ROUND O, SC 29474-4374

You are obtaining a mortgage loan that requires private mortgage insurance ("PMI"). PMI protects lenders and ot against financial loss when borrowers default. Charges for the insurance are added to your loan payments.

Under certain circumstances, federal law gives you the right to cancel PMI or requires that PMI automatically terminate. disclosure describes when cancellation and termination may occur. Please note that PMI is not the same as property/cas insurance - such as homeowner's or flood insurance - which protects you against damage to the property. Cancellati termination of PMI does not affect any obligation you may have to maintain other types of insurance.

In this disclosure, "loan" means the mortgage loan you are obtaining; "you" means the original borrower (or his o successors or assigns); and "property" means the property securing the mortgage loan.

Initial Amortization Schedule
An amortization schedule showing the principal and interest due on your loan, along with the balance remaining each scheduled payment, is attached for your reference.

Borrower Requested Cancellation of PMI
You have the right to request that PMI be canceled on or after the following dates:

(1) The date the principal balance of your loan is first scheduled to reach 80% of the original value of the property. date is SEPTEMBER 1, 2018.

(2) The date the principal balance actually reaches 80% of the original value of the property.

"Original value" means the lesser of the contract sales price of the property or the appraised value of the property at time the loan was closed. If this loan refinances an existing loan secured by the property, "original value" means appraised value relied on by the lender to approve this loan.

PMI will only be canceled if all the following conditions are satisfied:

(1) you submit a written request for cancellation;
(2) you have a good payment history;
(3) you are current on the payments required by your loan; and
(4) we receive, if requested and at your expense, evidence satisfactory to the holder of your loan that the value of property has not declined below its original value, and certification that there are no subordinate liens on the prop

A "good payment history" means no payments 60 or more days past due within two years and no payments 30 or m days past due within one year of the later of (a) the cancellation date, or (b) the date you submit a request for cancellat

Automatic Termination of PMI
If you are current on your loan payments, PMI will automatically terminate on the date the principal balance of your l is first scheduled to reach 78% of the original value of the property. This date is OCTOBER 1, 2019.
If you are not current on your loan payments as of t date, PMI will automatically terminate on the first day of the month immediately following the date you thereafter become current on your payments.

Exceptions to Cancellation and Automatic Termination
The cancellation and automatic termination requirements described above do not apply to certain loans that n present a higher risk of default. Your loan, however, does not fall into this category. Accordingly, the cancellation a automatic termination provisions described above apply to your loan.

I/we have received a copy of this disclosure.

Melissa Marks 10/5
MELISSA MARKS Dat

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FEDERAL PRIVATE MORTGAGE INSURANCE CANCELLATION DATA SHEET

Borrower(s): MELISSA MARKS

Loan #: 501684092

Settlement Date: OCTOBER 5, 2007

Borrower PMI Termination Date: SEPTEMBER 1, 2018

Mandatory PMI Termination Date: OCTOBER 1, 2019

PMI Midpoint Date: NOVEMBER 1, 2022

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10-04-2007 12:11

GFMI GFEDMIC 031

FLAGSTAR WEB BASED CLOSING DOCUMENTS
(WBCD)
CHECKLIST

For : OLD SOUTH MORTGAGE CORP
In the name of : OLD SOUTH MORTGAGE CORP
Name: MARKS, MELISSA

LOAN # 501684092
ATTN: Sean Davis
NEED BY:
PROGRAM: FS - (1183) AGENCY 30 YEAR FIXED

***OMD# 4419
DESTIN: L
TYPE : I
P-CODE:

DOCUMENT		CHECKED
L4419IIN	IMPORTANT INFORMATION FOR SETTLEMENT AGENT	[_____]
L4419HCL	CLOSING INSTRUCTIONS	[_____]
L0091GHD	SETTLEMENT STATEMENT	[_____]
I336TFF	TABLE FUNDS REQUEST FORM	[_____]
I336TFI	TABLE FUNDS INSTRUCTIONS	[_____]
GRGZ	FEDERAL TRUTH-IN-LENDING	[_____]
F3200NOT	MULTISTATE FIXED RATE NOTE	[_____]
SCEDEED	MORTGAGE/DEED OF TRUST	[_____]
GW9C	IRS W-9	[_____]
GTX6T	IRS 4506-T/REQUEST FOR TRANSCRIPT OF TAX RETURN	[_____]
GR84	ESCROW ACCOUNT DISCLOSURE	[_____]
GSG1	NAME AFFIDAVIT	[_____]
GTSV	TRANSFER OF SERVC DISCL. STMT	[_____]
GNSV1	NOTICE OF ASSGNMT, SALE, TRF OF SERV RGTS	[_____]
GPTV1	INVESTOR PAYMENT LETTER	[_____]
GAOC	AFFIDAVIT OF OCCUPANCY	[_____]
GBCT	BORROWER'S CERTIFICATION	[_____]
L0091MAN	MANUFACTURED HOME CLOSING INSTRUCTIONS ADD.	[_____]
L44192CL	POST CLOSING CHECKLIST	[_____]
I195ACK	LN CLOSING DISCLOSURE ACK	[_____]
I195FRS	FIRST LIEN LETTER	[_____]
I195HZ2	HAZ INS AUTH AND RQMTS	[_____]
I336HHL	HOLD HARMLESS LETTER	[_____]
I336RET	HOMEOWNER'S REAL ESTATE TAX AUTHORIZATION	[_____]
I195FLD	FLOOD INSURANCE NOTIFICATION	[_____]
L4419TRN	NOTICE OF TRANSFER OF LOAN SERVICING	[_____]
L4419RMH	MANUFACTURED HOME RIDER TO MORTGAGE/DEED	[_____]
L4419COM	COMPLIANCE AGREEMENT	[_____]
I336BCC	BORROWER CLOSING CERTIFICATION	[_____]
L4419MAF	MORTGAGOR'S AFFIDAVIT	[_____]
GAMS	AMORTIZATION SCHEDULE	[_____]
I336ARD	ACKNOWLEDGMENT OF RECEIPT OF DISCLOSURES	[_____]
I336MFN	FBI MORTGAGE FRAUD NOTICE	[_____]
GFMI	PMI DISCLOSURE HUB	[_____]

ODI USE ONLY

Deliver Docs to: OLD SOUTH MORTGAGE CORP

L4419CHK 03

10-04-2007 12:11

STEWART TITLE GUARANTY COMPANY
DISCLOSURE FORM
NOTICE OF AVAILABILITY OF OWNER'S COVERAGE

Notice is hereby given that your mortgage lender is requiring issuance of a Mortgagee Title Insurance Policy, as described on the following page, which policy WILL NOT provide title insurance protection to you in the event of a defect in the title to the real estate you are acquiring, including, but not limited to forgeries missing heirs, unpaid taxes, etc.

In accordance with the requirements of Regulation 69-18, Code of Laws of South Carolina, 1976, you are hereby notified of your RIGHT AND OPPORTUNITY to obtain simultaneously with said Mortgagee Policy, and Owner's Title Insurance Policy that provides insurance to you as to the status of your title, for the amount of the total purchase price, together with the cost of any improvements that you may anticipate making. Such Owner's Policy will be issued in the amount of the total purchase price if you so desire for the ADDITIONAL premium as stated on the following page.

If you request owner's coverage, it will be issued upon payment of the premium and satisfaction of any requirements contained in the commitment issued to you and/or to your lender. Your Owner's Policy will contain certain standard exceptions and exclusions from coverage. The policy will also except certain matters revealed in a search of the public records, including your mortgage(s).

AUDIT INFORMATION

Stewart Title Guaranty Company will issue a policy of title insurance through its agent in regards to your real estate transaction. Said policy and other documents issued may create certain risks to Stewart as to matters of title and with respect to the disbursement of closing proceeds. Periodically, Stewart Title Guaranty Company will perform an audit to determine whether the agent is following Stewart's policies and procedures. As a part of the audit procedures, Stewart will select at random several files and trust account records. All audit information is retained by Stewart in strict confidence. By executing this disclosure Form, you are consenting to an audit by Stewart of all records related to your real estate transaction.

Please complete and sign the Disclosure Form on the Following Page

STEWART TITLE GUARANTY COMPANY
TITLE INSURANCE FINANCIAL INTEREST DISCLOSURE
NOTICE OF AVAILABLILITY

Pursuant to Section 38-75-960(A) of the Code of South Carolina and the Real Estate Procedures Act (RESPA), Stewart Title Guaranty Company, a producer of title insurance business, or associate of such producer, hereby advises that it has a financial interest in, a title insurance agent or agency for STEWART TITLE GUARANTY COMPANY.

ACKNOWLEDGEMENT

The undersigned is purchaser or mortgagor who has been referred by the above-named producer of title business or associate of such producer to the above-named title agent. The undersigned acknowledges the financial interest of such producer as stated herein and further acknowledges that:

1. I hereby consent to an audit by Stewart Title Guaranty Company of records related to this transaction as explained in the AUDIT INFORMATION herein.
2. I have read the disclosure contained herein and I understand that a Mortgagee title insurance policy is required by my lender and that the mortgagee policy does not provide title insurance coverage for my separate ownership interest.
3. I have been given the opportunity to purchase an Owner's title insurance policy with the title insurance company of my choice to protect my separate ownership interest.
4. I understand that upon the issuance of a policy of title insurance, a commission of sixty percent of the premium will be paid to or retained by the above-named title agency for services related to the issuance of the policy.
5. The Mortgagee policy insuring my lender will be in the face amount of $76,000.00.
6. (CHECK ONE)
   a) ✓ I would like to obtain an Owner's Policy of title insurance for the total purchase price for an additional premium in the amount $85.00.
   b) ____ I would like to obtain an ALTA Homeowner's Policy of title insurance for the total purchase price for an additional premium in the amount of $n/a.
   c) ____ I do not want to obtain an Owner's or ALTA Homeowner's policy.

Date: 10/05/07

Melissa Marks

Melissa Marks

EXHIBIT

5

EDISTO TITLE SERVICES, INC.

November 29, 2011

Melissa Marks
[redacted]

RE: Melissa J. Marks, 209 Presidential Court, Round O SC
Our File 11-3053

Greetings:

At your request we have searched the records of Colleton County for mortgages (only) against the above referenced property.

We find one mortgage to Old South Mortgage Corp. (MERS, Inc.) recorded in Book 1567, Page 193. We find no assignments of record.

We have checked Old South Mortgage Corp. and NorthStar, NationStar and Flagstar Bank for any name changes or mergers and find none.

Should you have any questions or require anything further just le me know.

EDISTO TITLE SERVICES

T

Todd Balish

8535 RANDELL COURT, NORTH CHARLESTON, SOUTH CAROLINA 29420
PHONE: 843/813-2354 FACSIMILE: 843/552-0884 edistotitle@knology.net

Requested By: 1111 11/29/2011

Instrument Volume Page
2007000039539 DR 1567 193

After Recording Return To:
FLAGSTAR BANK
5151 CORPORATE DRIVE
TROY, MI 48098
FINAL DOCUMENTS, MAIL STOP M-330-3

2007000039539
Filed for Record in
COLLETON COUNTY SC
KARLA DADDIECD
10-09-2007 At 09:14 am.
MORTGAGE 18.00
DR Volume 1567 Page 193 - 204
2007000039539
DORCAS M TUTEN
ATTORNEY AT LAW

This instrument was prepared by:

[redacted]

VI MDCD LOAN # 501684092

[Space Above This Line For Recording Data]

MORTGAGE

MIN 100052550168409273

DEFINITIONS
Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.
(A) "Security Instrument" means this document, which is dated OCTOBER 5, 2007, together with all Riders to this document.
(B) "Borrower" is Melissa Marks.

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

Lender is a CORPORATION, organized and existing under the laws of SOUTH CAROLINA.
Lender's address is 4 CARRIAGE LN, 403, CHARLESTON, SC 29407.

(E) "Note" means the promissory note signed by Borrower and dated OCTOBER 5, 2007. The Note states that Borrower owes Lender ********** SEVENTY SIX THOUSAND AND NO/100 ********** Dollars (U.S. $76,000.00) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than OCTOBER 1, 2037.
(F) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."
(G) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.
(H) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower [check box as applicable]:

- ☐ Adjustable Rate Rider
- ☐ Balloon Rider
- ☐ 1-4 Family Rider
- ☐ V.A. Rider
- ☐ Condominium Rider
- ☐ Planned Unit Development Rider
- ☐ Biweekly Payment Rider
- ☐ Second Home Rider
- ☒ Other(s) [specify] MANUFACTURED HOME RIDER

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

Initials: [signature]

(J) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.
(K) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.
(L) "Escrow Items" means those items that are described in Section 3.
(M) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.
(N) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on, the Loan.
(O) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.
(P) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. §2601 et seq.) and its implementing regulation, Regulation X (24 C.F.R. Part 3500), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.
(Q) "Successor in Interest of Borrower" means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

TRANSFER OF RIGHTS IN THE PROPERTY
This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to MERS (solely as nominee for Lender and Lender's successors and assigns) and to the successors and assigns of MERS the following described property located in the
COUNTY [Type of Recording Jurisdiction] of Colleton
[Name of Recording Jurisdiction]:
TMS #168-00-00-147
APN #: 168-00-00-147

which currently has the address of 209 PRESIDENTIAL CT, ROUND O,
[Street] [City]
South Carolina 29476-8374 ("Property Address"):
[Zip Code]

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

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

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

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

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

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

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

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

3. Funds for Escrow Items. Borrower shall pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this Security Instrument as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under Section 5; and (d) Mortgage Insurance premiums, if any, or any sums payable by Borrower to Lender in lieu of the payment of Mortgage Insurance premiums in accordance with the provisions of Section 10. These items are called "Escrow Items." At origination or at any time during the term of the Loan, Lender may require that Community Association Dues, Fees, and Assessments, if any, be escrowed by Borrower, and such dues, fees and assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the phrase "covenant and agreement" is used in Section 9. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then be obligated under Section 9 to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 15 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section 3.

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

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

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

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

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

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, but only so long as Borrower is performing such agreement; (b) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which in Lender's opinion operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which can attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Within 10 days of the date on which that notice is given, Borrower shall satisfy the lien or take one or more of the actions set forth above in this Section 4.

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

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

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

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

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Unless Lender and Borrower otherwise agree in writing, any insurance proceeds, whether or not the underlying insurance was required by Lender, shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such insurance proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such insurance proceeds, Lender shall not be required to pay Borrower any interest or earnings on such proceeds. Fees for public adjusters, or other third parties, retained by Borrower shall not be paid out of the insurance proceeds and shall be the sole obligation of Borrower. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such insurance proceeds shall be applied in the order provided for in Section 2.

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

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

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

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

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

9. **Protection of Lender's Interest in the Property and Rights Under this Security Instrument.** If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions can include, but are not limited to: (a) paying any sums secured by a lien which has priority over this Security Instrument; (b) appearing in court; and (c) paying reasonable attorneys' fees to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Lender may take action under this Section 9, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section 9.

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

If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. Borrower shall not surrender the leasehold estate and interests herein conveyed or terminate or cancel the ground lease. Borrower shall not, without the express written consent of Lender, alter or amend the ground lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

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

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

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

As a result of these agreements, Lender, any purchaser of the Note, another insurer, any reinsurer, any other entity, or any affiliate of any of the foregoing, may receive (directly or indirectly) amounts that derive from (or might be characterized as) a portion of Borrower's payments for Mortgage Insurance, in exchange for sharing or modifying the

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mortgage insurer's risk, or reducing losses. If such agreement provides that an affiliate of Lender takes a share of the insurer's risk in exchange for a share of the premiums paid to the insurer, the arrangement is often termed "captive reinsurance." Further:

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

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

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

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

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

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

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

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

Borrower shall be in default if any action or proceeding, whether civil or criminal, is begun that, in Lender's judgment, could result in forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. Borrower can cure such a default and, if acceleration has occurred, reinstate as provided in Section 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's judgment, precludes forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. The proceeds of any award or claim for damages that are attributable to the impairment of Lender's interest in the Property are hereby assigned and shall be paid to Lender.

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

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

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

Subject to the provisions of Section 18, any Successor in Interest of Borrower who assumes Borrower's obligations under this Security Instrument in writing, and is approved by Lender, shall obtain all of Borrower's rights and benefits

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under this Security Instrument. Borrower shall not be released from Borrower's obligations and liability under this Security Instrument unless Lender agrees to such release in writing. The covenants and agreements of this Security Instrument shall bind (except as provided in Section 20) and benefit the successors and assigns of Lender.

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

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

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

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

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

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

18. Transfer of the Property or a Beneficial Interest in Borrower. As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

19. Borrower's Right to Reinstate After Acceleration. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of: (a) five days before sale of the Property pursuant to Section 22 of this Security Instrument; (b) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate; or (c) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees, property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument; and (d) takes such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue unchanged. Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity; or (d) Electronic Funds Transfer. Upon reinstatement by Borrower, this Security Instrument and obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Section 18.

Initials: _____

Requested By: 1111, 11/29/2011

VI MBCD LOAN # 501684092

20. Sale of Note; Change of Loan Servicer; Notice of Grievance. The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Borrower. A sale might result in a change in the entity (known as the "Loan Servicer") that collects Periodic Payments due under the Note and this Security Instrument and performs other mortgage loan servicing obligations under the Note, this Security Instrument, and Applicable Law. There also might be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change which will state the name and address of the new Loan Servicer, the address to which payments should be made and any other information RESPA requires in connection with a notice of transfer of servicing. If the Note is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser.

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

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

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

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

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

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

23. Release. Upon payment of all sums secured by this Security Instrument, this Security Instrument shall become null and void. Lender shall release this Security Instrument. Borrower shall pay any recordation costs. Lender may charge Borrower a fee for releasing this Security Instrument, but only if the fee is paid to a third party for services rendered and the charging of the fee is permitted under Applicable Law.

24. Homestead Waiver. Borrower waives all rights of homestead exemption in the Property to the extent allowed by Applicable Law.

25. Waiver of Appraisal Rights. The laws of South Carolina provide that in any real estate foreclosure proceeding a defendant against whom a personal judgment is taken or asked may within 30 days after the sale of the mortgaged property apply to the court for an order of appraisal. The statutory appraisal value as approved by the court would be substituted for the high bid and may decrease the amount of any deficiency owing in connection with the transaction. TO THE EXTENT PERMITTED BY LAW, THE UNDERSIGNED HEREBY WAIVES AND RELINQUISHES THE STATUTORY

Initials: _____

Requested By: 1111 11/29/2011

V1 WBCD LOAN # 501684092

APPRAISAL RIGHTS WHICH MEANS THE HIGH BID AT THE JUDICIAL FORECLOSURE SALE WILL BE APPLIED TO THE DEBT REGARDLESS OF ANY APPRAISED VALUE OF THE MORTGAGED PROPERTY. This waiver shall not apply so long as the Property is used as a dwelling place as defined in § 12-37-250 of the South Carolina Code of Laws.

23. Future Advances. The lien of this Security Instrument shall secure the existing indebtedness under the Note and any future advances made under this Security Instrument up to 150% of the original principal amount of the Note plus interest thereon, attorneys' fees and court costs.

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

Signed, sealed and delivered in the presence of:

Mary-Margaret Wingo

Dana Hurst

Melissa Marks (Seal)
MELISSA MARKS

State of SOUTH CAROLINA
County of COLLETON

The foregoing instrument was acknowledged before me this 10/5/07 (date)
by Melissa Marks
(name of person acknowledged).

Dana Hurst
Signature of Person Taking Acknowledgement

My commission expires: 11/15/2016

Requested By: 1111 11/29/2011

Instrument Volume Page
200700039539 OR 1567 202

Exhibit "A"

All that certain piece, parcel or lot of land situate, lying and being South of Cottageville in the County of Colleton, State of South Carolina, as shown on a plat entitled "AN AS-BUILT SURVEY OF 1.03 ACRES TMS 168-00-00-147 LOT 7 – PRESIDENTIAL ESTATES SURVEYED FOR LEPAUL EDWARDS FLETCHER" prepared by Jerry L. Fowler, R.L.S. 15178, dated July 28, 2003, and recorded in the Office of the Clerk of Court for Colleton County in Plat Book 34 at Page 277. Said lot measuring and bounding as follows:

On the North measuring One Hundred Eighty-Seven and Fifty Hundredths (187.50') feet, more or less, and being bounded thereon by lands now or formerly of Jay P. Campbell, Jr.; on the East measuring Two Hundred Forty (240.00') feet, more or less, and being bounded thereon by lands now or formerly of Paul Walker; on the South measuring One Hundred Eighty-Seven and Fifty Hundredths (187.50') feet, more or less, and being bounded thereon by the Fifty (50') foot Right-of-Way of Presidential Court; and on the West measuring Two Hundred Forty (240.00') feet, more or less, and being bounded thereon by lands now or formerly of Paul Walker.

Subject to easements, restrictions, and rights of way of record.

This being the same property conveyed to Melissa Marks by deed of Paul Walker dated October 5, 2007 and recorded October 9, 2007 in the Office of the Register of Deeds for Colleton in Record Book 1567 at Page 190.

TMS# 168-00-00-147

Requested By: 1111, 11/29/2011

Instrument 2007000039539 OR Volume 1567 Page 203

VI HDCD LOAN # 501684092

MANUFACTURED HOME RIDER TO THE MORTGAGE/ DEED OF TRUST/TRUST INDENTURE

This Rider is made this 5TH day of OCTOBER, 2007, and is incorporated into and shall be deemed to amend and supplement the Mortgage/Deed of Trust/Trust Indenture (the "Security Instrument") of the same date given by the undersigned MELISSA MARKS

(the "Borrower")
to secure Borrowers' Note to OLD SOUTH MORTGAGE CORP, A SOUTH CAROLINA CORPORATION

(the "Note Holder")
of the same date (the "Note") and covering the property described in the Security Instrument and located at 209 PRESIDENTIAL CT, ROUND O, SC 29474-4374

(Property Address)

LEGAL DESCRIPTION:
TMS #168-00-00-147

MODIFICATIONS: In addition to the covenants and agreements made in the Security Instrument, Borrowers and Note Holder further covenant and agree as follows:

A. PROPERTY:
Property, as the term is defined herein, shall also encompass the Manufactured Home described as follows:

Manufacturer's Name: OAKWOOD
Model Name: OAK/FR
Model Year: 2002 Model Number:
Serial Number(s): HONC07715247A&B
Width and Length:
which, by intention of the parties, shall constitute a part of the realty and shall pass with it.

B. ADDITIONAL COVENANTS OF BORROWER:
(a) Borrower(s) covenant and agree that they will comply with all state and local laws and regulations regarding the affixation of the Manufactured Home to the real property described herein including, but not limited to, surrendering the Certificate of Title (if required) and obtaining the requisite governmental approval and accompanying documentation necessary to classify the Manufactured Home as real property under state and local law.

Initials: MM

Requested By: 1111, 11/29/2011

VI WBCD LOAN # 501686092

(b) That the Manufactured Home described above shall be, at all times, and for all purposes, permanently affected to and part of the real property legally described herein.

(c) Borrower(s) covenant that affixing the Manufactured Home to the real property legally described herein does not violate any zoning laws or other local requirements applicable to manufactured homes and further covenant that the Manufactured Homes has been delivered and installed to their satisfaction and is free from all defects.

By signing this, Borrower(s) agree to all of the above.

Melissa Marks (Seal)
MELISSA MARKS

EXHIBIT

6

Requested By:123 12/21/2011

STATE OF SOUTH CAROLINA)
) MANUFACTURED HOME
) LIEN AFFIDAVIT
COUNTY OF COLLETON)

20070040190
Filed for Record in
COLLETON COUNTY SC
KARLA DAMOIECO
11-05-2007 At 04:36 pm.
MH LIEN AFF 10.00
OR Volume 1576 Page 180 - 181
20070040190
DORCAS H TUTEN
ATTORNEY AT LAW

(1) Name of Owner: Melissa J. Marks

(2) Description of Manufactured Home:
Date of Manufacture:
Manufacturer: Oakwood
Model year: 2002
Make: OAX/FR
Width:
Length:
Identification Number (VIN): H0NC07715247A&B

(3) The above described manufactured home is subject to a security lien and all secured parties with mailing addresses are listed below:
a. Flagstar Bank, FSB
5151 Corporated Drive
Troy, Michigan 48098

(4) Full legal description of the property to which the manufactured home is currently, or is to be, affixed using metes and bounds or reference to recorded plat by book and page. (A separate sheet identified as 'Exhibit A' may be attached.)

All that certain piece, parcel or lot of land situate, lying and being South of Cottageville in the County of Colleton, State of South Carolina, as shown on a plat entitled "AN AS-BUILT SURVEY OF 1.03 ACRES TMS 168-00-00-147 LOT 7 – PRESIDENTIAL ESTATES SURVEYED FOR LEPAUL EDWARDS FLETCHER" prepared by Jerry L. Fowler, R.L.S. 15178, dated July 28, 2003, and recorded in the Office of the Clerk of Court for Colleton County in Plat Book 34 at Page 277. Said lot measuring and bounding as follows:

On the North measuring One Hundred Eighty-Seven and Fifty Hundredths (187.50') feet, more or less, and being bounded thereon by lands now or formerly of Jay P. Campbell, Jr.; on the East measuring Two Hundred Forty (240.00') feet, more or less, and being bounded thereon by lands now or formerly of Paul Walker; on the South measuring One Hundred Eighty-Seven and Fifty Hundredths (187.50') feet, more or less, and being bounded thereon by the Fifty (50') foot Right-of-Way of Presidential Court; and on the West measuring Two Hundred Forty (240.00') feet, more or less, and being bounded thereon by lands now or formerly of Paul Walker.
Subject to easements, restrictions, and rights of way of record.

(5) Derivation: This being the same property conveyed to Melissa Marks by deed of Paul Walker dated October 5, 2007 and recorded October 9 2007 in the Office of the Register of Deeds for Colleton in Record Book 1576 at Page 178.
Tax map number: 168-00-00-147
Tax billing address: 5572 Trailwood Drive, North Charleston, South Carolina 29418

(6) Name of owner of real property if different from owner of manufactured home.

Requested By:123 12/21/2011

(7) The owner of the manufactured home affidavit was recorded on Nov 5, 2007 in Record Book 1576, at Page 178, in the Office of the Clerk of Court for Colleton County.

The owner certifies that the above information provided by the owner is true and correct to the best information and belief of the owner.

Date: ~~October~~ November 2nd 2007 Signature of owner: Melissa J Marks
Type or print name of owner: Melissa J. Marks

Witness: Angelica B Mabry
Witness: Katie L Lewis

STATE OF SOUTH CAROLINA)
COUNTY OF COLLETON) PROBATE

PERSONALLY appeared before me the undersigned and made oath that (s)he saw the within named Melissa J. Marks, sign, seal and as their acts and deeds, deliver the foregoing Affidavit, and that (s)he, with the other witness witnessed the execution thereof.

Angelica B Mabry

SWORN to before me this
2nd day of ~~October~~ November 2007.
Katie L Lewis
Notary Public for South Carolina (L.S.)
My Commission Expires: 4/22/2017

Requested By:123 12/21/2011

TMS 168-00-00-147
DATE 11-21-2007
GEORGE R. McCORMACK BB
ASSESSOR COLLETON COUNTY

Instrument 200700040189 OR Volume 1576 Page 178

STATE OF SOUTH CAROLINA)
) MANUFACTURED HOME AFFIDAVIT
) FOR RETIREMENT OF TITLE CERTIFICATE
COUNTY OF COLLETON)

(1) Name of Owner: Melissa J. Marks

(2) Description of Manufactured Home:
Date of Manufacture:
Manufacturer: Oakwood
Model year: 2002
Make: OAK/FR
Width:
Length:
Identification Number (VIN): H0NC07715247A&B

(3) Check whichever is applicable:
____ The above described manufactured home is not subject to a security lien.
_X_ The above described manufactured home is subject to a security lien and a separate affidavit, as required by law, will be filed naming the secured parties.

(4) Check whichever is applicable:
____ The above described manufactured home is located in a jurisdiction with locally enforced building and safety codes adopted pursuant to Title 6, Chapter 9 and attached to this form is written evidence of compliance with the applicable codes as of the date the manufactured home was permanently affixed to the above described real property. Written evidence of compliance includes, but is not limited to, a copy of a certificate of occupancy, a statement from the code enforcement office, an inspection report, or any documentation of similar effect from the local code enforcement office having the appropriate jurisdiction. Only one document should be attached to this form.
____ The above described manufactured home is not located in a jurisdiction with locally enforced building and safety codes adopted pursuant to Title 6, Chapter 9 applicable to manufactured homes.
* No certificate of occupancy available.

(5) Full legal description of the property to which the manufactured home is currently, or is to be, affixed using metes and bounds or reference to recorded plat by book and page. (A separate sheet identified as 'Exhibit A' may be attached.)

All that certain piece, parcel or lot of land situate, lying and being South of Cottageville in the County of Colleton, State of South Carolina, as shown on a plat entitled "AN AS-BUILT SURVEY OF 1.03 ACRES TMS 168-00-00-147 LOT 7 – PRESIDENTIAL ESTATES SURVEYED FOR LEPAUL EDWARDS FLETCHER" prepared by Jerry L. Fowler, R.L.S. 15178, dated July 28, 2003, and recorded in the Office of the Clerk of Court for Colleton County in Plat Book 34 at Page 277. Said lot measuring and bounding as follows:

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Requested By:123 12/21/2011

Instrument 200700040189 OR Volume 1576 Page 179

Subject to easements, restrictions, and rights of way of record.

(6) Derivation: This being the same property conveyed to Melissa Marks by deed of Paul Walker dated October 5, 2007 and recorded October 9, 2007 in the Office of the Register of Deeds for Colleton in Record Book 1567 at Page 190.
Tax map number: 168-00-00-147
Tax billing address: 5572 Trailwood Drive, North Charleston, South Carolina 29418

(7) The above-described manufactured home is permanently affixed or is to be permanently affixed to the above-described real property and the title certificate is to be retired in accordance with applicable law.

(8) Check if applicable:
____ The owner of the manufactured home owns or has a leasehold estate of thirty-five or more years in the real property to which the manufactured home is affixed.

(9) WARNING: the execution and filing of this affidavit transfers ownership of the manufactured home to the lawful owner of the real property to which it is affixed.

The owner certifies that the above information provided by the owner is true and correct to the best information and belief of the owner.

Date: November 2nd 2007 Signature of owner: Melissa J. Marks
Type or print name of owner: Melissa J. Marks

Witness: Angelica B. Mabry
Witness: Katie C Herndon

200700040189
Filed for Record In
COLLETON COUNTY SC
BARBARA DARDIECO
11-05-2007 At 04:34 pm.
MH AFF CERT 10.00
OR Volume 1576 Page 178 - 179

STATE OF SOUTH CAROLINA)
COUNTY OF COLLETON)

PROBATE

PERSONALLY appeared before me the undersigned and made oath that (s)he saw the within named Melissa J. Marks, sign, seal and as their acts and deeds, deliver the foregoing Affidavit, and that (s)he, with the other witness witnessed the execution thereof.

Angelica B. Mabry

SWORN to before me this
2nd day of November 2007
Katie C Herndon
Notary Public for South Carolina (L.S.)
My Commission Expires: 4/23/2017

200700040189
DORCAS N TUTEN
ATTORNEY AT LAW

EXHIBIT

7

South Carolina Secretary of State Mark Hammond

OLD SOUTH MORTGAGE CORPORATION

Note: This online database was last updated on 11/21/2011 6:01:20 PM.
See our Disclaimer.

DOMESTIC / FOREIGN:	Domestic
STATUS:	Dissolved
STATE OF INCORPORATION / ORGANIZATION:	SOUTH CAROLINA Profit

REGISTERED AGENT INFORMATION

REGISTERED AGENT NAME:	ANGELO T CONVERTINO
ADDRESS:	741 JOHNNIE DODDS BLVD
CITY:	MT PLEASANT
STATE:	SC
ZIP:	29465
SECOND ADDRESS:	
FILE DATE:	11/07/1995
EFFECTIVE DATE:	11/07/1995
DISSOLVED DATE:	12/29/2008

Corporation History Records

CODE	FILE DATE	COMMENT	Document
Dissolution	12/29/2008	DISSOLVED	
Agent	01/09/1996	CH AGT/ADD FR-ROBERT M GRAYBILL	Image
Incorporation	11/07/1995	INCORPORATION	Image

Disclaimer: The South Carolina Secretary of State's Business Filings database is provided as a convenience to our customers to research information on business entities filed with our office. Updates are uploaded every 48 hours. Users are advised that the Secretary of State, the State of South Carolina or any agency, officer or employee of the State of South Carolina does not guarantee the accuracy, reliability or timeliness of such information, as it is the responsibility of the business entity to inform the Secretary of State of any updated information. While every effort is made to insure the reliability of this information, portions may be incorrect or not current. Any person or entity who relies on information obtained from this database does so at his own risk.

Physical Address: Edgar Brown Building - 1205 Pendleton Street Suite 525 Columbia, SC 29201
Mailing Address: SC Secretary of State's Office 1205 Pendleton Street Suite 525 Columbia, SC 29201

EXHIBIT

8

V1 WBCD LOAN # 501684092

FIRST PAYMENT LETTER

OCTOBER 5, 2007
MELISSA MARKS
209 PRESIDENTIAL CT
ROUND O, SC 29474-4374

Dear Mortgagor:

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 to FLAGSTAR BANK, FSB
5151 CORPORATE DRIVE
TROY, MI 48098

The collection of your mortgage payments will be handled by FLAGSTAR BANK, FSB
5151 CORPORATE DRIVE
TROY, MI 48098

Therefore, effective NOVEMBER 1, 2007 your payment should be mailed to the address on the payment coupon provided below. Your new loan servicer will mail you a payment coupon in the near future. Your first payment is due NOVEMBER 1, 2007.

The transfer of servicing is an ordinary transaction among mortgage banking companies. It will not affect the terms and conditions of your mortgage in any way. Make sure to reference your loan number at all times.

If you have any questions about the transfer of your mortgage loan, please contact their Customer Service Department (800)968-7700

Yours truly,

OLD SOUTH MORTGAGE CORP
4 CARRIAGE LN
403
CHARLESTON, SC 29407

CERTIFICATION OF MONTHLY PAYMENT COMPOSITION

Principal and Interest	$505.63
Monthly Amount for Taxes	$35.20
Monthly Amount for Insurance	$85.81
Monthly Amount for Flood	
MIP/PMI	$55.10
TOTAL MONTHLY PAYMENT	$681.74

EXHIBIT

9

Page 1 of 1

Flagstar Bank

Customer Service / Billing Contact
800 968-7700
www.flagstar.com

New Loan Contact
Direct Lending Corporate Headquarters
877-374-3582
directlending@flagstar.com

MORTGAGE LOAN STATEMENT

RETAIN THIS PORTION FOR YOUR RECORDS

Loan Number:	5016840B2-7
Statement Date:	08/16/08
Payment Due Date:	10/01/08
Paid-To-Date:	09/01/08
Interest Rate:	7.00000
Principal Balance:	74,471.37
Escrow Balance:	40.18
Suspense Balance:	.00
Optional Items:	.00
Year To Date Interest:	3,480.00
Year To Date Taxes:	.00
Late Charges Now Due:	.00
Payments and Charges Due:	680.93

* THE PRINCIPAL BALANCE ABOVE IS NOT THE TOTAL AMOUNT REQUIRED TO PAY YOUR LOAN IN FULL.

PROPERTY ADDRESS: 209 PRESIDENTIAL CT
ROUND O, SC 29474

33718-C19411-004
MELISSA MARKS
209 PRESIDENTIAL CT
ROUND O SC 29474-4374

TRANSACTION DETAIL SINCE LAST STATEMENT

TRANSACTION DESCRIPTION	TRANS DATE	TOTAL RECEIVED	PRINCIPAL	INTEREST	ESCROW	FORBEAR SUSP AMT	HAZ/MISC AMT OR FEES
Insurance	08/14	-1,018.72	0.00	0.00	-1,018.72	0.00	0.00
PMI/MIP	08/02	-55.10	0.00	0.00	-55.10	0.00	0.00

IMPORTANT MESSAGES

Check out our new, enhanced and user friendly Web site at www.flagstar.com for updated information about products, company news and much more.

We are pleased to announce that we now offer three new convenient payment options, available through our auto-debit program AT NO FEE! For more details, please contact our customer service department at (800) 968-7700.

We offer a wide range of flexible lending solutions. Fixed or Adjustable Rate, Interest Only, Low Down Payment and many more! Contact us today.

We may report information about your account to credit bureaus. Late payments, missed payments or other defaults on your account may be reflected in your credit report.

Equal Housing Lender — Member FDIC

8 DETACH AT PERFORATION AND RETURN THIS PORTION WITH PAYMENT 8

LOAN NUMBER	PORTION OF PAYMENT APPLIED TO PRINCIPAL	PORTION OF PAYMENT APPLIED TO INTEREST
5016840B2-7	$680.93 OCT 01 08	706.21 OCT 16 08

When you provide a check as payment, you authorize us either to use the information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction. For inquiries, please call our Customer Service located on this statement. When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your account as soon as the same day you make your payment, and you will not receive your check back from your financial institution.

MELISSA MARKS

ON-TIME PAYMENT	
LATE PAYMENT	
ADDITIONAL PRINCIPAL	
ADDITIONAL ESCROW	
OTHER-EXPLAIN ON REVERSE	
TOTAL AMOUNT OF CHECK	

CHECK IF CHANGE OF ADDRESS (OVER)

FLAGSTAR BANK
BOX 371891
PITTSBURGH PA 15250-7891

27450368409270000706210000680936

Page 1 of 1

Flagstar Bank

Customer Service / Billing Contact
800-968-7700
www.flagstar.com

New Loan Contact
Direct Lending Corporate Headquarters
877-374-3582
directlending@flagstar.com

MORTGAGE LOAN STATEMENT

RETAIN THIS PORTION FOR YOUR RECORDS

Loan Number:	5016840B2-7
Statement Date:	09/24/08
Payment Due Date:	10/01/08
Paid-To-Date:	09/01/08
Interest Rate:	7.00000
Principal Balance:	74,471.37
Escrow Balance:	1,114.85
Suspense Balance:	.00
Optional Items:	.00
Year To Date Interest:	3,490.00
Year To Date Taxes:	.00
Late Charges Now Due:	.00
Payments and Charges Due:	680.93

* THE PRINCIPAL BALANCE ABOVE IS NOT THE TOTAL AMOUNT REQUIRED TO PAY YOUR LOAN IN FULL.

PROPERTY ADDRESS: 209 PRESIDENTIAL CT
ROUND O, SC 29474

13040-006431-002
MELISSA MARKS
209 PRESIDENTIAL CT
ROUND O SC 29474-4374

TRANSACTION DETAIL SINCE LAST STATEMENT

TRANSACTION DESCRIPTION	TRANS DATE	TOTAL RECEIVED	PRINCIPAL	INTEREST	ESCROW	FORBEAR SUSP AMT	HAZ/MISC AMT OR FEES
Payment	08/22	680.93	70.80	434.83	175.30	0.00	0.00
PMI/MIP	08/04	-55.10	0.00	0.00	-55.10	0.00	0.00
Payment	07/27	680.93	70.36	435.24	175.30	0.00	0.00

paid 9/19/08
conf. # 9721065984886343
$680.93

IMPORTANT MESSAGES

Check out our new, enhanced and user friendly Web site at www.flagstar.com for updated information about products, company news and much more.

We are pleased to announce that we now offer three new convenient payment options, available through our auto-debit program AT NO FEE! For more details, please contact our customer service department at (800) 968-7700.

We offer a wide range of flexible lending solutions. Fixed or Adjustable Rate, Interest Only, Low Down Payment and many more! Contact us today.

We may report information about your account to credit bureaus. Late payments, missed payments or other defaults on your account may be reflected in your credit report.

Equal Housing Lender — Member FDIC

8 DETACH AT PERFORATION AND RETURN THIS PORTION WITH PAYMENT 8

LOAN NUMBER	PORTION OF PAYMENT APPLIED TO PRINCIPAL	PORTION OF PAYMENT APPLIED TO INTEREST
5016840B2-7	$680.93 OCT 01 08	706.21 OCT 16 08

When you provide a check as payment, you authorize us either to use the information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction. For inquiries, please call our Customer Service located on this statement. When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your account as soon as the same day you make your payment, and you will not receive your check back from your financial institution.

MELISSA MARKS

ON-TIME PAYMENT	
LATE PAYMENT	
ADDITIONAL PRINCIPAL	
ADDITIONAL ESCROW	
OTHER-EXPLAIN ON REVERSE	
TOTAL AMOUNT OF CHECK	

CHECK IF CHANGE OF ADDRESS (OV

FLAGSTAR BANK
BOX 371891
PITTSBURGH PA 15250-7891

27450368409270000706210000680936

Page 1 of 1

Flagstar Bank

Customer Service / Billing Contact
800-968-7700
www.flagstar.com

New Loan Contact
Direct Lending Corporate Headquarters
877-374-3582
directlending@flagstar.com

MORTGAGE LOAN STATEMENT

RETAIN THIS PORTION FOR YOUR RECORDS

Loan Number:	5016840B2-7
Statement Date:	07/27/08
Payment Due Date:	09/01/08
Paid-To-Date:	08/01/08
Interest Rate:	7.00000
Principal Balance:	74,541.17
Escrow Balance:	884.76
Suspense Balance:	.00
Optional Items:	.00
Year To Date Interest:	2,055.17
Year To Date Taxes:	.00
Late Charges Now Due:	.00
Payments and Charges Due:	680.93

* THE PRINCIPAL BALANCE ABOVE IS NOT THE TOTAL AMOUNT REQUIRED TO PAY YOUR LOAN IN FULL.

PROPERTY ADDRESS: 209 PRESIDENTIAL CT
ROUND O, SC 29474

19235-008439-002
MELISSA MARKS
209 PRESIDENTIAL CT
ROUND O SC 29474-4374

TRANSACTION DETAIL SINCE LAST STATEMENT

TRANSACTION DESCRIPTION	TRANS DATE	TOTAL RECEIVED	PRINCIPAL	INTEREST	ESCROW	FORBEAR SUSP AMT	HAZ/MISC AMT OR FEES
Payment	07/27	680.93	70.35	435.24	175.30	0.00	0.00
PMI/MIP	07/02	-55.10	0.00	-55.10	0.00	0.00	0.00
Payment	06/28	680.93	69.98	435.69	175.30	0.00	0.00

paid online 8/22/08 9:41 AM
conf. # 848487073553655852
848487073553655852

IMPORTANT MESSAGES

Check out our new, enhanced and user friendly Web site at www.flagstar.com for updated information about products, company news and much more.

We are pleased to announce that we now offer three new convenient payment options, available through our auto-debit program AT NO FEE! For more details, please contact our customer service department at (800) 968-7700.

We offer a wide range of flexible lending solutions. Fixed or Adjustable Rate, Interest Only, Low Down Payment and many more! Contact us today.

We may report information about your account to credit bureaus. Late payments, missed payments or other defaults on your account may be reflected in your credit report.

Equal Housing Lender — Member FDIC

8 DETACH AT PERFORATION AND RETURN THIS PORTION WITH PAYMENT 8

LOAN NUMBER	PORTION OF PAYMENT APPLIED TO PRINCIPAL	PORTION OF PAYMENT APPLIED TO INTEREST
5016840B2-7	$680.93 SEP 01 08	706.21 SEP 16 08

When you provide a check as payment, you authorize us either to use the information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction. For inquiries, please call our Customer Service located on this statement. When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your account as soon as the same day you make your payment, and you will not receive your check back from your financial institution.

MELISSA MARKS

ON-TIME PAYMENT	
LATE PAYMENT	
ADDITIONAL PRINCIPAL	
ADDITIONAL ESCROW	
OTHER-EXPLAIN ON REVERSE	
TOTAL AMOUNT OF CHECK	

CHECK IF CHANGE OF ADDRESS (OVER)

FLAGSTAR BANK
BOX 371891
PITTSBURGH PA 15250-7891

Page 1 of 1

Flagstar Bank

Customer Service / Billing Contact
800-968-7700
www.flagstar.com

New Loan Contact
Direct Lending Corporate Headquarters
877-374-3582
directlending@flagstar.com

MORTGAGE LOAN STATEMENT

RETAIN THIS PORTION FOR YOUR RECORDS

Loan Number:	5016840B2-7
Statement Date:	06/23/08
Payment Due Date:	08/01/08
Paid-To-Date:	07/01/08
Interest Rate:	7.00000
Principal Balance:	74,612.66
Escrow Balance:	874.58
Suspense Balance:	.00
Optional Items:	.00
Year To Date Interest:	2,519.83
Year To Date Taxes:	.00
Late Charges Now Due:	.00
Payments and Charges Due:	680.93

* THE PRINCIPAL BALANCE ABOVE IS NOT THE TOTAL AMOUNT REQUIRED TO PAY YOUR LOAN IN FULL.

PROPERTY ADDRESS: 209 PRESIDENTIAL CT
ROUND O, SC 29474

02922-012717-003
MELISSA MARKS
209 PRESIDENTIAL CT
ROUND O SC 29474-4374

TRANSACTION DETAIL SINCE LAST STATEMENT

TRANSACTION DESCRIPTION	TRANS DATE	TOTAL RECEIVED	PRINCIPAL	INTEREST	ESCROW	FORBEAR SUSP AMT	HAZ/MISC AMT OR FEES
Payment	06/28	680.93	69.98	435.65	175.30	0.00	0.00
PMI/MIP	06/02	-55.10	0.00	-55.10	0.00	0.00	0.00
Payment	06/01	706.21	69.58	436.09	175.30	0.00	0.00

IMPORTANT MESSAGES

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Equal Housing Lender — Member FDIC

8 DETACH AT PERFORATION AND RETURN THIS PORTION WITH PAYMENT 8

LOAN NUMBER	PORTION OF PAYMENT APPLIED TO PRINCIPAL	PORTION OF PAYMENT APPLIED TO INTEREST
5016840B2-7	$680.93 AUG 01 08	706.21 AUG 16 08

When you provide a check as payment, you authorize us either to use the information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction. For inquiries, please call our Customer Service located on this statement. When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your account as soon as the same day you make your payment, and you will not receive your check back from your financial institution.

MELISSA MARKS

ON-TIME PAYMENT	
LATE PAYMENT	
ADDITIONAL PRINCIPAL	
ADDITIONAL ESCROW	
OTHER-EXPLAIN ON REVERSE	
TOTAL AMOUNT OF CHECK	

CHECK IF CHANGE OF ADDRESS (OV

FLAGSTAR BANK
BOX 371891
PITTSBURGH PA 15250-7891

Flagstar Bank
1131 Corporate Drive
Troy, Michigan 48098-2639

Customer Service / Billing Contact
800-968-7700
www.flagstar.com

New Loan Contact
Direct Lending Corporate Headquarters
877-374-5867
directlending@flagstar.com

MORTGAGE LOAN STATEMENT

RETAIN THIS PORTION FOR YOUR RECORDS

Loan Number:	5016840B2-7
Statement Date:	06/01/09
Payment Due Date:	07/01/09
Paid-To-Date:	06/01/08
Interest Rate:	7.00000
Principal Balance:	74,823.54
Escrow Balance:	784.38
Suspense Balance:	.00
Optional Items:	.00
Year To Date Interest:	2,184.23
Year To Date Taxes:	.00
Late Charges Now Due:	.00
Payments and Charges Due:	680.93

* THE PRINCIPAL BALANCE ABOVE IS NOT THE TOTAL AMOUNT REQUIRED TO PAY YOUR LOAN IN FULL.

80444-024363-008
MELISSA MARKS
209 PRESIDENTIAL CT
ROUND O SC 29474-4374

PROPERTY ADDRESS: 209 PRESIDENTIAL CT
ROUND O, SC 29474

TRANSACTION DETAIL SINCE LAST STATEMENT

TRANSACTION DESCRIPTION	TRANS DATE	TOTAL RECEIVED	PRINCIPAL	INTEREST	ESCROW	FORBEAR SUSP AMT	HAZ/MISC AMT OR FEES
Payment	06/01	705.21	69.56	426.09	175.30	0.00	0.00
Payment	05/26	680.93	69.17	436.46	175.30	0.00	0.00

IMPORTANT MESSAGES

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EQUAL HOUSING LENDER
Member FDIC

* DETACH AT PERFORATION AND RETURN THIS PORTION WITH PAYMENT *

LOAN NUMBER	AMOUNT ENCLOSED	DATE PAYMENT RECEIVED AFTER
5016840B2-7	$680.93 JUL 01 09	705.21 JUL 16 09

MELISSA MARKS

ON TIME PAYMENT	
LATE PAYMENT	
ADDITIONAL PRINCIPAL	
ADDITIONAL ESCROW	
OTHER-EXPLAIN ON REVERSE	
TOTAL AMOUNT OF CHECK	

☐ CHECK IF CHANGE OF ADDRESS (OVER)

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FLAGSTAR BANK
BOX 371891
PITTSBURGH PA 15250-7891

27450168409270000706210000680936

Flagstar Bank
1131 Corporate Drive
Troy, Michigan 48098-2639

Customer Service / Billing Contact
800-968-7700
www.flagstar.com

New Loan Contact
Direct Lending Corporate Headquarters
877-374-5867
directlending@flagstar.com

MORTGAGE LOAN STATEMENT

RETAIN THIS PORTION FOR YOUR RECORDS

Loan Number:	5016840B2-7
Statement Date:	05/05/09
Payment Due Date:	06/01/09
Paid-To-Date:	05/01/08
Interest Rate:	7.00000
Principal Balance:	74,792.12
Escrow Balance:	579.05
Suspense Balance:	.00
Optional Items:	.00
Year To Date Interest:	1,748.23
Year To Date Taxes:	.00
Late Charges Now Due:	25.28
Payments and Charges Due:	706.21

* THE PRINCIPAL BALANCE ABOVE IS NOT THE TOTAL AMOUNT REQUIRED TO PAY YOUR LOAN IN FULL.

80331-008698-002
MELISSA MARKS
209 PRESIDENTIAL CT
ROUND O SC 29474-4374

PROPERTY ADDRESS: 209 PRESIDENTIAL CT
ROUND O, SC 29474

TRANSACTION DETAIL SINCE LAST STATEMENT

TRANSACTION DESCRIPTION	TRANS DATE	TOTAL RECEIVED	PRINCIPAL	INTEREST	ESCROW	FORBEAR SUSP AMT	HAZ/MISC AMT OR FEES
Payment	05/20	680.93	69.17	436.46	175.30	0.00	0.00

IMPORTANT MESSAGES

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We are pleased to announce that we now offer three new convenient payment options, available through our auto-debit program AT NO FEE! For more details, please contact our customer service department at (800) 968-7700.

We offer a wide range of flexible lending solutions. Fixed or Adjustable Rate, Interest Only, Low Down Payment and many more! Contact us today.

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EQUAL HOUSING LENDER
Member FDIC

* DETACH AT PERFORATION AND RETURN THIS PORTION WITH PAYMENT *

LOAN NUMBER	AMOUNT ENCLOSED	DATE PAYMENT RECEIVED AFTER
5016840B2-7	$680.93 JUN 01 09	731.48 JUN 16 09

MELISSA MARKS

Paid

When you provide a check as payment, you authorize us either to use the information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction. For inquiries, please call our Customer Service located on this statement. When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your account as soon as the same day you make your payment, and you will not receive your check back in your financial institution.

FLAGSTAR BANK
BOX 371891
PITTSBURGH PA 15250-7891

27450168409270D0073149D0006809J3

Flagstar Bank
1131 Corporate Drive
Troy, Michigan 48098-2639

Customer Service / Billing Contact
800-968-7700
www.flagstar.com

New Loan Contact
Direct Lending Corporate Headquarters
877-374-5867
directlending@flagstar.com

MORTGAGE LOAN STATEMENT

RETAIN THIS PORTION FOR YOUR RECORDS

Loan Number:	5016840B2-7
Statement Date:	05/18/09
Payment Due Date:	**Due Now**
Paid-To-Date:	04/01/08
Interest Rate:	7.00000
Principal Balance:	74,821.28
Escrow Balance:	403.75
Suspense Balance:	.00
Optional Items:	.00
Year To Date Interest:	1,311.77
Year To Date Taxes:	.00
Late Charges Now Due:	25.25
Payments and Charges Due:	706.21

* THE PRINCIPAL BALANCE ABOVE IS NOT THE TOTAL AMOUNT REQUIRED TO PAY YOUR LOAN IN FULL.

80373-010965-003
MELISSA MARKS
209 PRESIDENTIAL CT
ROUND O SC 29474-4374

PROPERTY ADDRESS: 209 PRESIDENTIAL CT
ROUND O, SC 29474

TRANSACTION DETAIL SINCE LAST STATEMENT

TRANSACTION DESCRIPTION	TRANS DATE	TOTAL RECEIVED	PRINCIPAL	INTEREST	ESCROW	FORBEAR SUSP AMT	HAZ/MISC AMT OR FEES
PMI/MIP	05/04	-55.10	0.00	0.00	-55.10	0.00	0.00

Mortgage Payoff Statement
Wilmington Trust
Attn: Payoff Dept
1100 North Market St
Wilmington, DE 19890

IMPORTANT MESSAGES

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Additional payments may be due. Please contact Flagstar Bank at 1-800-968-7700.

We may report information about your account to credit bureaus. Late payments, missed payments or other defaults on your account may be reflected in your credit report.

EQUAL HOUSING LENDER
Member FDIC

* DETACH AT PERFORATION AND RETURN THIS PORTION WITH PAYMENT *

LOAN NUMBER	AMOUNT ENCLOSED	DATE PAYMENT RECEIVED AFTER
5016840B2-7	$706.21 **Due Now**	706.21 **Due Now**

MELISSA MARKS

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FLAGSTAR BANK
BOX 371891
PITTSBURGH PA 15250-7891

NAVY FEDERAL Credit Union

MELISSA J MARKS
209 PRESIDENTIAL CT
ROUND O SC 29474-4374

05/26/09
12177377I5

Dear Member,

This letter is in reference to your Navy Federal Credit Union account.

As requested on 05-26-2009, a stop payment was placed on item number 3524 in the account of $680.93. If this information is incorrect, please contact Navy Federal immediately. This stop payment will expire on 11-22-2009.

A fee of $15.00 has been deducted from your account. Please subtract this amount from your check register. If this request is to stop a pre-authorized draft from your account, please notify the originating company to discontinue the drafting.

This request will remain in effect for 180 calendar days from the date of entry. If stop payment protection is needed beyond the 180 day period, it will be necessary for you to renew this request upon expiration. There is no charge to renew a stop payment request.

When processing a stop payment request, we must disclose that Navy Federal will be held harmless from all claims and demands resulting from the refusal to honor the above described draft(s). Reimbursement for all damages, costs and expenses incurred, or which may later be assigned because of the refusal to honor said draft will be your responsibility. Navy Federal cannot guarantee stop payment if the amount and/or payee differs from that provided.

Should you have any questions, please contact Navy Federal toll-free in the U.S. 1-888-842-6328. For toll-free numbers when overseas, visit navyfederal.org/overseas/. Use 1-703-255-8837 for collect international calls. If you prefer, you may fax at 1-703-206-4244.

NAVY FEDERAL CREDIT UNION

Navy Federal Credit Union - Stop Payment Request

Page 1 of 1

$15.00

Stop Payment Receipt

Account:	EveryDay Checking 1217737715
Beginning Check Number:	3524
Ending Check Number:	
Amount:	$680.93
Payee:	Flagstar Bank
Date of Check:	04/17/2009

In consideration of my request for Stop Payment action, I hereby hold NFCU harmless from all claims and demands resulting from the refusal to honor the above described item(s). I agree to reimburse NFCU for all damages, costs and expenses incurred, or which may later be assigned, because of the refusal to honor said item(s). NFCU cannot guarantee the stop payment of the above described item if the number, amount and/or payee differs from that provided above. A stop payment will normally not be accepted on a Certified Sharecheck. I understand that my account will be charged a fee for each Stop Payment and that the request will remain in effect for 180 calendar days from the date of entry. (If you feel that stop payment protection is needed beyond the 180 day period, it will be necessary to renew the stop payment action upon expiration. There is no charge to renew a stop payment request.)

I understand that if anyone attempts to negotiate Sharecheks or NAVcheks that have a stop payment placed on them, NFCU reserves the right to immediately contact law enforcement authorities without first notifying me and the individual may be placed under arrest. Therefore, if I locate Sharecheks or NAVcheks on which I have placed a stop payment, I will notify NFCU before I use them.

Page 1 of 1

Flagstar Bank

Customer Service / Billing Contact
800-968-7700
www.flagstar.com

New Loan Contact
Direct Lending Corporate Headquarters
877-374-3562
directlending@flagstar.com

MORTGAGE LOAN STATEMENT

RETAIN THIS PORTION FOR YOUR RECORDS

Loan Number:	5016840S2-7
Statement Date:	03/23/09
Payment Due Date:	04/01/09
Paid-To-Date:	04/01/09
Interest Rate:	7.00000
Principal Balance:	74,821.23
Escrow Balance:	513.95
Suspense Balance:	.00
Optional Items:	.00
Year To Date Interest:	1,911.17
Year To Date Taxes:	.00
Late Charges Now Due:	.00
Payments and Charges Due:	680.93

* THE PRINCIPAL BALANCE ABOVE IS NOT THE TOTAL AMOUNT REQUIRED TO PAY YOUR LOAN IN FULL.

72415-008214-002
MELISSA MARKS
209 PRESIDENTIAL CT
ROUND O SC 29474-4374

PROPERTY ADDRESS: 209 PRESIDENTIAL CT
ROUND O, SC 29474

TRANSACTION DETAIL SINCE LAST STATEMENT

TRANSACTION DESCRIPTION	TRANS DATE	TOTAL RECEIVED	PRINCIPAL	INTEREST	ESCROW	FORBEAR SUSP AMT	HAZ/MISC AMT OR FEES
Payment	03/23	680.93	68.77	436.86	175.30	0.00	0.00
PMI/MIP	03/03	-56.10	0.00	0.00	-56.10	0.00	0.00
Payment	02/23	680.93	68.37	-437.26	175.30	0.00	0.00

3/23/1 511

ck 3524 4/17/09

automated system $10, pref. # 5013?

IMPORTANT MESSAGES

You can view and print a copy of your 2008 mortgage interest statement at www.flagstar.com under the "myloans" section.

Check out our new, enhanced and user friendly Web site at www.flagstar.com for updated information about products, company news and much more.

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Member FDIC

& DETACH AT PERFORATION AND RETURN THIS PORTION WITH PAYMENT &

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https://myaccountaccess.navyfcu.org/StopPayment/clPmtProcess.do 5/26/2009

Page 1 of 1

Flagstar Bank

Customer Service / Billing Contact
800-968-7700
www.flagstar.com

New Loan Contact
Direct Lending Corporate Headquarters
877-374-3562
directlending@flagstar.com

MORTGAGE LOAN STATEMENT

RETAIN THIS PORTION FOR YOUR RECORDS

Loan Number:	5016840S2-7
Statement Date:	02/23/09
Payment Due Date:	04/01/09
Paid-To-Date:	03/01/09
Interest Rate:	7.00000
Principal Balance:	74,890.06
Escrow Balance:	383.75
Suspense Balance:	.00
Optional Items:	.00
Year To Date Interest:	874.81
Year To Date Taxes:	.00
Late Charges Now Due:	.00
Payments and Charges Due:	680.93

* THE PRINCIPAL BALANCE ABOVE IS NOT THE TOTAL AMOUNT REQUIRED TO PAY YOUR LOAN IN FULL.

65880-010324-000
MELISSA MARKS
209 PRESIDENTIAL CT
ROUND O SC 29474-4374

PROPERTY ADDRESS: 209 PRESIDENTIAL CT
ROUND O, SC 29474

TRANSACTION DETAIL SINCE LAST STATEMENT

TRANSACTION DESCRIPTION	TRANS DATE	TOTAL RECEIVED	PRINCIPAL	INTEREST	ESCROW	FORBEAR SUSP AMT	HAZ/MISC AMT OR FEES
Payment	02/23	680.93	68.37	437.26	175.30	0.00	0.00
PMI/MIP	02/03	-56.10	0.00	0.00	-56.10	0.00	0.00
Payment	01/28	680.93	67.98	437.65	175.30	0.00	0.00

IMPORTANT MESSAGES

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Member FDIC

& DETACH AT PERFORATION AND RETURN THIS PORTION WITH PAYMENT &

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Page 1 of 1

Flagstar Bank

Customer Service / Billing Contact
800-968-7700
www.flagstar.com

New Loan Contact
Direct Lending Corporate Headquarters
877-374-3562
directlending@flagstar.com

MORTGAGE LOAN STATEMENT

RETAIN THIS PORTION FOR YOUR RECORDS

Loan Number:	5016840S2-7
Statement Date:	01/26/09
Payment Due Date:	03/01/09
Paid-To-Date:	02/01/09
Interest Rate:	7.00000
Principal Balance:	74,958.43
Escrow Balance:	273.55
Suspense Balance:	.00
Optional Items:	.00
Year To Date Interest:	437.55
Year To Date Taxes:	.00
Late Charges Now Due:	.00
Payments and Charges Due:	680.93

* THE PRINCIPAL BALANCE ABOVE IS NOT THE TOTAL AMOUNT REQUIRED TO PAY YOUR LOAN IN FULL.

57445-006584-002
MELISSA MARKS
209 PRESIDENTIAL CT
ROUND O SC 29474-4374

PROPERTY ADDRESS: 209 PRESIDENTIAL CT
ROUND O, SC 29474

TRANSACTION DETAIL SINCE LAST STATEMENT

TRANSACTION DESCRIPTION	TRANS DATE	TOTAL RECEIVED	PRINCIPAL	INTEREST	ESCROW	FORBEAR SUSP AMT	HAZ/MISC AMT OR FEES
Payment	01/28	680.93	67.98	437.65	175.30	0.00	0.00
PMI/MIP	01/05	-55.10	0.00	0.00	-55.10	0.00	0.00
Payment	12/23	680.93	67.98	436.05	175.30	0.00	0.00

IMPORTANT MESSAGES

We will begin mailing the 1098 mortgage interest statements in early January. All statements will be mailed by January 31, 2009.

Check out our new, enhanced and user friendly Web site at www.flagstar.com for updated information about products, company news and much more.

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We may report information about your account to credit bureaus. Late payments, missed payments or other defaults on your account may be reflected in your credit report.

Member FDIC

& DETACH AT PERFORATION AND RETURN THIS PORTION WITH PAYMENT &

When you provide a check as payment, you authorize us either to use the information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction. For inquiries, please call our Customer Service located on this statement. When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your account as soon as the same day you make your payment, and you will not receive your check back from your financial institution.

Page 1 of 1

Flagstar Bank
5151 Corporate Drive
Troy, Michigan 48098-2639

Customer Service / Billing Contact
800-968-7700
www.flagstar.com

New Loan Contact
Direct Lending Corporate Headquarters
877-374-3562
directlending@flagstar.com

MORTGAGE LOAN STATEMENT

RETAIN THIS PORTION FOR YOUR RECORDS

Loan Number:	50*884092-7
Statement Date:	12/28/08
Payment Due Date:	02/01/09
Paid-To-Date:	01/01/09
Interest Rate:	7.00000
Principal Balance:	79,028.41
Escrow Balance:	153.35
Suspense Balance:	.00
Optional Items:	.00
Year To Date Interest:	5,891.96
Year To Date Taxes:	885.01
Late Charges Now Due:	.00
Payments and Charges Due:	680.93

* THE PRINCIPAL BALANCE ABOVE IS NOT THE TOTAL AMOUNT REQUIRED TO PAY YOUR LOAN IN FULL.

PROPERTY ADDRESS: 209 PRESIDENTIAL CT
ROUND O, SC 29474

48097-016284-004
MELISSA MARKS
209 PRESIDENTIAL CT
ROUND O SC 29474-4374

TRANSACTION DETAIL SINCE LAST STATEMENT

TRANSACTION DESCRIPTION	TRANS DATE	TOTAL RECEIVED	PRINCIPAL	INTEREST	ESCROW	FORBEAR SUSP AMT	HAZ/MISC AMT OR FEES
Payment	12/29	680.93	67.58	438.02	175.30	0.00	0.00
PMI/MIP	12/09	-65.10	0.00	0.00	-65.10	0.00	0.00

IMPORTANT MESSAGES

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Equal Housing Lender — Member FDIC

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Flagstar Bank
5151 Corporate Drive
Troy, Michigan 48098-2639

Customer Service / Billing Contact
800-968-7700
www.flagstar.com

New Loan Contact
Direct Lending Corporate Headquarters
877-374-3562
directlending@flagstar.com

MORTGAGE LOAN STATEMENT

RETAIN THIS PORTION FOR YOUR RECORDS

Loan Number:	50*884092-7
Statement Date:	11/24/08
Payment Due Date:	01/01/09
Paid-To-Date:	12/01/08
Interest Rate:	7.00000
Principal Balance:	79,093.85
Escrow Balance:	82.15
Suspense Balance:	.00
Optional Items:	.00
Year To Date Interest:	4,843.91
Year To Date Taxes:	885.01
Late Charges Now Due:	.00
Payments and Charges Due:	680.93

* THE PRINCIPAL BALANCE ABOVE IS NOT THE TOTAL AMOUNT REQUIRED TO PAY YOUR LOAN IN FULL.

PROPERTY ADDRESS: 209 PRESIDENTIAL CT
ROUND O, SC 29474

38205-010913-003
MELISSA MARKS
209 PRESIDENTIAL CT
ROUND O SC 29474-4374

TRANSACTION DETAIL SINCE LAST STATEMENT

TRANSACTION DESCRIPTION	TRANS DATE	TOTAL RECEIVED	PRINCIPAL	INTEREST	ESCROW	FORBEAR SUSP AMT	HAZ/MISC AMT OR FEES
Payment	11/20	680.93	67.18	438.44	175.30	0.00	0.00
TOX	11/19	-885.02	0.00	0.00	-885.02	0.00	0.00
PMI/MIP	11/04	-65.10	0.00	0.00	-65.10	0.00	0.00

IMPORTANT MESSAGES

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Flagstar Bank
5151 Corporate Drive
Troy, Michigan 48098-2639

Customer Service / Billing Contact
800-968-7700
www.flagstar.com

New Loan Contact
Direct Lending Corporate Headquarters
877-374-3562
directlending@flagstar.com

MORTGAGE LOAN STATEMENT

RETAIN THIS PORTION FOR YOUR RECORDS

Loan Number:	50*884092-7
Statement Date:	10/27/08
Payment Due Date:	12/01/08
Paid-To-Date:	11/01/08
Interest Rate:	7.00000
Principal Balance:	79,161.18
Escrow Balance:	587.97
Suspense Balance:	.00
Optional Items:	.00
Year To Date Interest:	4,408.47
Year To Date Taxes:	.00
Late Charges Now Due:	.00
Payments and Charges Due:	680.93

* THE PRINCIPAL BALANCE ABOVE IS NOT THE TOTAL AMOUNT REQUIRED TO PAY YOUR LOAN IN FULL.

PROPERTY ADDRESS: 209 PRESIDENTIAL CT
ROUND O, SC 29474

30214-013010-003
MELISSA MARKS
209 PRESIDENTIAL CT
ROUND O SC 29474-4374

TRANSACTION DETAIL SINCE LAST STATEMENT

TRANSACTION DESCRIPTION	TRANS DATE	TOTAL RECEIVED	PRINCIPAL	INTEREST	ESCROW	FORBEAR SUSP AMT	HAZ/MISC AMT OR FEES
Payment	10/24	680.93	66.80	438.82	175.30	0.00	0.00
PMI/MIP	10/03	-65.10	0.00	0.00	-65.10	0.00	0.00
Payment	09/24	680.93	66.41	439.22	175.30	0.00	0.00

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hen you provide a check as
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Page 1 of 1

Flagstar Bank
5151 Corporate Drive
Troy, Michigan 48098-2639

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www.flagstar.com

New Loan Contact
Direct Lending Corporate Headquarters
877-374-3562
directlending@flagstar.com

MORTGAGE LOAN STATEMENT

RETAIN THIS PORTION FOR YOUR RECORDS

Loan Number:	50*884092-7
Statement Date:	09/24/08
Payment Due Date:	11/01/08
Paid-To-Date:	10/01/08
Interest Rate:	7.00000
Principal Balance:	79,227.98
Escrow Balance:	477.77
Suspense Balance:	.00
Optional Items:	.00
Year To Date Interest:	3,968.64
Year To Date Taxes:	.00
Late Charges Now Due:	.00
Payments and Charges Due:	680.93

* THE PRINCIPAL BALANCE ABOVE IS NOT THE TOTAL AMOUNT REQUIRED TO PAY YOUR LOAN IN FULL.

PROPERTY ADDRESS: 209 PRESIDENTIAL CT
ROUND O, SC 29474

21426-004675-001
MELISSA MARKS
209 PRESIDENTIAL CT
ROUND O SC 29474-4374

TRANSACTION DETAIL SINCE LAST STATEMENT

TRANSACTION DESCRIPTION	TRANS DATE	TOTAL RECEIVED	PRINCIPAL	INTEREST	ESCROW	FORBEAR SUSP AMT	HAZ/MISC AMT OR FEES
Payment	08/24	680.93	66.41	439.22	175.30	0.00	0.00
Insurance	08/19	-1,018.72	0.00	0.00	-1,018.72	0.00	0.00

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Flagstar Bank

Customer Service / Billing Contact
800-968-7700
www.flagstar.com

New Loan Contact
Direct Lending Corporate Headquarters
877-374-3562
directlending@flagstar.com

MORTGAGE LOAN STATEMENT

RETAIN THIS PORTION FOR YOUR RECORDS

Loan Number:	501684092-7
Statement Date:	09/17/08
Payment Due Date:	10/01/08
Paid-To-Date:	09/01/08
Interest Rate:	7.00000
Principal Balance:	75,294.39
Escrow Balance:	1,322.19
Suspense Balance:	.00
Optional Items:	.00
Year To Date Interest:	9,527.42
Year To Date Taxes:	.00
Late Charges Now Due:	.00
Payments and Charges Due:	680.93

* THE PRINCIPAL BALANCE ABOVE IS NOT THE TOTAL AMOUNT REQUIRED TO PAY YOUR LOAN IN FULL.

PROPERTY ADDRESS: 209 PRESIDENTIAL CT
ROUND O, SC 29474

15486-023480 005

MELISSA MARKS
209 PRESIDENTIAL CT
ROUND O SC 29474-4374

TRANSACTION DETAIL SINCE LAST STATEMENT

TRANSACTION DESCRIPTION	TRANS DATE	TOTAL RECEIVED	PRINCIPAL	INTEREST	ESCROW	FORBEAR SUSP AMT	HAZ/MISC AMT OR FEES
PMI/MIP	09/09	-55.10	0.00	0.00	-55.10	0.00	0.00

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Flagstar Bank

Customer Service / Billing Contact
800-968-7700
www.flagstar.com

New Loan Contact
Direct Lending Corporate Headquarters
877-374-3562
directlending@flagstar.com

MORTGAGE LOAN STATEMENT

RETAIN THIS PORTION FOR YOUR RECORDS

Loan Number:	501684092-7
Statement Date:	03/02/08
Payment Due Date:	10/01/08
Paid-To-Date:	09/01/08
Interest Rate:	7.00000
Principal Balance:	76,294.98
Escrow Balance:	1,377.28
Suspense Balance:	.00
Optional Items:	.00
Year To Date Interest:	9,527.42
Year To Date Taxes:	.00
Late Charges Now Due:	.00
Payments and Charges Due:	680.93

* THE PRINCIPAL BALANCE ABOVE IS NOT THE TOTAL AMOUNT REQUIRED TO PAY YOUR LOAN IN FULL.

PROPERTY ADDRESS: 209 PRESIDENTIAL CT
ROUND O, SC 29474

15791-044238-009

MELISSA MARKS
209 PRESIDENTIAL CT
ROUND O SC 29474-4374

TRANSACTION DETAIL SINCE LAST STATEMENT

TRANSACTION DESCRIPTION	TRANS DATE	TOTAL RECEIVED	PRINCIPAL	INTEREST	ESCROW	FORBEAR SUSP AMT	HAZ/MISC AMT OR FEES
Payment	08/28	680.93	66.03	435.60	179.30	0.00	0.00
PMI/MIP	08/04	-55.10	0.00	0.00	-55.10	0.00	0.00
Payment	07/28	680.93	65.64	436.89	179.30	0.00	0.00

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Flagstar Bank

Customer Service / Billing Contact
800-968-7700
www.flagstar.com

New Loan Contact
Direct Lending Corporate Headquarters
877-374-3562
directlending@flagstar.com

MORTGAGE LOAN STATEMENT

RETAIN THIS PORTION FOR YOUR RECORDS

Loan Number:	501684092-7
Statement Date:	05/23/08
Payment Due Date:	06/01/08
Paid-To-Date:	07/01/08
Interest Rate:	7.00000
Principal Balance:	75,426.06
Escrow Balance:	1,196.89
Suspense Balance:	.00
Optional Items:	.00
Year To Date Interest:	2,647.83
Year To Date Taxes:	.00
Late Charges Now Due:	.00
Payments and Charges Due:	680.93

* THE PRINCIPAL BALANCE ABOVE IS NOT THE TOTAL AMOUNT REQUIRED TO PAY YOUR LOAN IN FULL.

*PROPERTY ADDRESS: 209 PRESIDENTIAL CT
ROUND O, SC 29474

96752-011083-003

MELISSA MARKS
209 PRESIDENTIAL CT
ROUND O SC 29474-4374

TRANSACTION DETAIL SINCE LAST STATEMENT

TRANSACTION DESCRIPTION	TRANS DATE	TOTAL RECEIVED	PRINCIPAL	INTEREST	ESCROW	FORBEAR SUSP AMT	HAZ/MISC AMT OR FEES
Payment	06/23	680.93	65.26	440.97	174.70	0.00	0.00
PMI/MIP	06/03	-55.10	0.00	0.00	-55.10	0.00	0.00

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Flagstar Bank

Customer Service / Billing Contact
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www.flagstar.com

New Loan Contact
Direct Lending Corporate Headquarters
877-374-3562
directlending@flagstar.com

MORTGAGE LOAN STATEMENT

RETAIN THIS PORTION FOR YOUR RECORDS

Loan Number:	501684092-7
Statement Date:	05/27/08
Payment Due Date:	07/01/08
Paid-To-Date:	06/01/08
Interest Rate:	7.00000
Principal Balance:	75,481.32
Escrow Balance:	1,016.69
Suspense Balance:	.00
Optional Items:	.00
Year To Date Interest:	2,307.46
Year To Date Taxes:	.00
Late Charges Now Due:	.00
Payments and Charges Due:	680.93

* THE PRINCIPAL BALANCE ABOVE IS NOT THE TOTAL AMOUNT REQUIRED TO PAY YOUR LOAN IN FULL.

PROPERTY ADDRESS: 209 PRESIDENTIAL CT
ROUND O, SC 29474

80210-014407-002

MELISSA MARKS
209 PRESIDENTIAL CT
ROUND O SC 29474-4374

TRANSACTION DETAIL SINCE LAST STATEMENT

TRANSACTION DESCRIPTION	TRANS DATE	TOTAL RECEIVED	PRINCIPAL	INTEREST	ESCROW	FORBEAR SUSP AMT	HAZ/MISC AMT OR FEES
Payment	05/29	680.93	64.88	440.74	175.30	0.00	0.00
PMI/MIP	05/02	-55.10	0.00	0.00	-55.10	0.00	0.00

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Page 1 of 1

Flagstar Bank

8151 Corporate Drive
Troy, Michigan 48098-2639

Customer Service / Billing Contact
800-968-7700
www.flagstar.com

New Loan Contact
Direct Lending Corporate Headquarters
877-374-3562
directlending@flagstar.com

MORTGAGE LOAN STATEMENT

RETAIN THIS PORTION FOR YOUR RECORDS

Loan Number:	5016840B2-7
Statement Date:	04/28/08
Payment Due Date:	05/01/08
Paid-To-Date:	05/01/08
Interest Rate:	7.00000
Principal Balance:	75,206.21
Escrow Balance:	896.42
Suspense Balance:	.00
Optional Items:	.00
Year To Date Interest:	1,766.71
Year To Date Taxes:	.00
Late Charges Now Due:	.00
Payments and Charges Due:	880.83

* THE PRINCIPAL BALANCE ABOVE IS NOT THE TOTAL AMOUNT REQUIRED TO PAY YOUR LOAN IN FULL.

PROPERTY ADDRESS: 209 PRESIDENTIAL CT
ROUND O, SC 29474

60122-017881-004
MELISSA MARKS
209 PRESIDENTIAL CT
ROUND O SC 29474-4374

TRANSACTION DETAILS SINCE LAST STATEMENT

TRANSACTION DESCRIPTION	TRANS DATE	TOTAL RECEIVED	PRINCIPAL	INTEREST	ESCROW	FORBEAR SUSP AMT	HAZ/MISC AMT OR FEES
Payment	04/14	880.83	64.51	441.12	175.20	0.00	0.00
Other	04/21	-422.34	0.00	0.00	-422.34	0.00	0.00

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Flagstar Bank

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www.flagstar.com

New Loan Contact
Direct Lending Corporate Headquarters
877-374-3562
directlending@flagstar.com

MORTGAGE LOAN STATEMENT

RETAIN THIS PORTION FOR YOUR RECORDS

Loan Number:	5016840B2-7
Statement Date:	04/14/06
Payment Due Date:	05/01/06
Paid-To-Date:	04/01/06
Interest Rate:	7.00000
Principal Balance:	75,620.72
Escrow Balance:	1,203.63
Suspense Balance:	.00
Optional Items:	.00
Year To Date Interest:	1,325.60
Year To Date Taxes:	.00
Late Charges Now Due:	.00
Payments and Charges Due:	880.83

* THE PRINCIPAL BALANCE ABOVE IS NOT THE TOTAL AMOUNT REQUIRED TO PAY YOUR LOAN IN FULL.

PROPERTY ADDRESS: 209 PRESIDENTIAL CT
ROUND O, SC 29474

78708-028808-006
MELISSA MARKS
209 PRESIDENTIAL CT
ROUND O SC 29474-4374

TRANSACTION DETAILS SINCE LAST STATEMENT

TRANSACTION DESCRIPTION	TRANS DATE	TOTAL RECEIVED	PRINCIPAL	INTEREST	ESCROW	FORBEAR SUSP AMT	HAZ/MISC AMT OR FEES
Payment	04/11	422.67	0.00	0.00	426.67	0.00	0.00
PMI/MIP	04/02	-65.10	0.00	0.00	-65.10	0.00	0.00
Payment	03/26	881.74	64.14	441.48	176.11	0.00	0.00

IMPORTANT MESSAGES

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New Loan Contact
Direct Lending Corporate Headquarters
877-374-3562
directlending@flagstar.com

MORTGAGE LOAN STATEMENT

RETAIN THIS PORTION FOR YOUR RECORDS

Loan Number:	5016840B3-7
Statement Date:	03/24/08
Payment Due Date:	04/01/08
Paid-To-Date:	04/01/08
Interest Rate:	7.00000
Principal Balance:	75,620.72
Escrow Balance:	835.96
Suspense Balance:	.00
Optional Items:	.00
Year To Date Interest:	1,325.60
Year To Date Taxes:	.00
Late Charges Now Due:	.00
Payments and Charges Due:	881.74

* THE PRINCIPAL BALANCE ABOVE IS NOT THE TOTAL AMOUNT REQUIRED TO PAY YOUR LOAN IN FULL.

PROPERTY ADDRESS: 209 PRESIDENTIAL CT
ROUND O, SC 29474

76432-011807-003
MELISSA MARKS
209 PRESIDENTIAL CT
ROUND O SC 29474-4374

TRANSACTION DETAILS SINCE LAST STATEMENT

TRANSACTION DESCRIPTION	TRANS DATE	TOTAL RECEIVED	PRINCIPAL	INTEREST	ESCROW	FORBEAR SUSP AMT	HAZ/MISC AMT OR FEES
Payment	03/24	881.74	64.14	441.48	176.11	0.00	0.00
PMI/MIP	03/04	-65.10	0.00	0.00	-65.10	0.00	0.00
Payment	02/25	881.74	63.76	441.87	176.11	0.00	0.00

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Member FDIC

DETACH AT PERFORATION AND RETURN THIS PORTION WITH PAYMENT

When you provide a check as payment, you authorize us either to use the information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction. For inquiries, please call our Customer Service located on this statement. When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your account as soon as the same day you make your payment, and you will not receive your check back from your financial institution.

LOAN NUMBER	AMOUNT ENCLOSED	DATE PAYMENT RECEIVED
5016840B3-7	881.74	MAY 01 08

MELISSA MARKS

New Statement issued

FLAGSTAR BANK
BOX 371881
PITTSBURGH PA 15250-7891

707.02	MAY 16 08
ON THE AMOUNT	
PAYMENT	
ADDITIONAL PRINCIPAL	
ADDITIONAL ESCROW	
OTHER (EXPLAIN ON REVERSE) TOTAL AMOUNT OF CHECK	

CHECK IF CHANGE OF ADDRESS (ON BACK)

Page 1 of 1

Flagstar Bank

8151 Corporate Drive
Troy, Michigan 48098-2639

Customer Service / Billing Contact
800-968-7700
www.flagstar.com

New Loan Contact
Direct Lending Corporate Headquarters
877-374-3562
directlending@flagstar.com

MORTGAGE LOAN STATEMENT

RETAIN THIS PORTION FOR YOUR RECORDS

Loan Number:	5016840B3-7
Statement Date:	02/25/08
Payment Due Date:	04/01/08
Paid-To-Date:	03/01/08
Interest Rate:	7.00000
Principal Balance:	75,684.86
Escrow Balance:	714.95
Suspense Balance:	.00
Optional Items:	.00
Year To Date Interest:	884.11
Year To Date Taxes:	.00
Late Charges Now Due:	.00
Payments and Charges Due:	881.74

* THE PRINCIPAL BALANCE ABOVE IS NOT THE TOTAL AMOUNT REQUIRED TO PAY YOUR LOAN IN FULL.

PROPERTY ADDRESS: 209 PRESIDENTIAL CT
ROUND O, SC 29474

57812-015782-004
MELISSA MARKS
209 PRESIDENTIAL CT
ROUND O SC 29474-4374

TRANSACTION DETAILS SINCE LAST STATEMENT

TRANSACTION DESCRIPTION	TRANS DATE	TOTAL RECEIVED	PRINCIPAL	INTEREST	ESCROW	FORBEAR SUSP AMT	HAZ/MISC AMT OR FEES
Payment	02/25	881.74	63.76	441.87	176.11	0.00	0.00
PMI/MIP	02/04	-65.10	0.00	0.00	-65.10	0.00	0.00
PMI/MIP	02/01	-65.10	0.00	0.00	-65.10	0.00	0.00
Payment	01/28	881.74	63.39	442.24	176.11	0.00	0.00

IMPORTANT MESSAGES

You can view and print a copy of your 2007 mortgage interest statement at www.flagstar.com under the MyLoans section.

Coming soon! Check out our new, enhanced and user friendly Web site at www.flagstar.com for updated information about products, company news and much more.

We offer a wide range of flexible lending solutions. Fixed or Adjustable Rate, Interest Only, Low Down Payment and many more! Contact us today.

We may report information about your account to credit bureaus. Late payments, missed payments or other defaults on your account may be reflected in your credit report.

Member FDIC

DETACH AT PERFORATION AND RETURN THIS PORTION WITH PAYMENT

When you provide a check as payment, you authorize us either to use the information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction. For inquiries, please call our Customer Service located on this statement. When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your account as soon as the same day you make your payment, and you will not receive your check back from your financial institution.

Flagstar Bank
5151 Corporate Drive
Troy, Michigan 48098-2639

Customer Service / Billing Contact
800-548-7705
www.flagstar.com

New Loan Contact
Direct Lending Corporate Headquarters
877-374-3582
directlending@flagstar.com

MORTGAGE LOAN STATEMENT

RETAIN THIS PORTION FOR YOUR RECORDS

Loan Number:	501684092-7
Statement Date:	01/28/08
Payment Due Date:	03/01/08
Paid-To-Date:	02/01/08
Interest Rate:	7.00000
Principal Balance:	75,748.62
Escrow Balance:	648.04
Suspense Balance:	.00
Optional Items:	.00
Year To Date Interest:	442.24
Year To Date Taxes:	.00
Late Charges Now Due:	.00
Payments and Charges Due:	881.74

* THE PRINCIPAL BALANCE ABOVE IS NOT THE TOTAL AMOUNT REQUIRED TO PAY YOUR LOAN IN FULL.

PROPERTY ADDRESS: 209 PRESIDENTIAL CT
ROUND O, SC 29474

61307-01-8360-004
MELISSA MARKS
209 PRESIDENTIAL CT
ROUND O SC 29474-4574

TRANSACTION DETAIL SINCE LAST STATEMENT

TRANSACTION DESCRIPTION	TRANS DATE	TOTAL RECEIVED	PRINCIPAL	INTEREST	ESCROW	FORBEAR SUSP AMT	HAZ/MISC AMT OR FEES
Payment	01/28	881.74	83.38	442.24	176.11	0.00	0.00
PMI/MIP	01/04	-35.10	0.00	0.00	-35.10	0.00	0.00
Payment	12/31	881.74	83.09	442.60	176.11	0.00	0.00

IMPORTANT MESSAGES

Coming soon! Check out our new, enhanced and user friendly Web site at www.flagstar.com for updated information about products, company news and much more.

We offer a wide range of flexible lending solutions. Fixed or Adjustable Rate, Interest Only, Low Down Payment and many more! Contact us today.

We may report information about your account to credit bureaus. Late payments, missed payments or other defaults on your account may be reflected in your credit report.

EQUAL HOUSING LENDER
Member FDIC

& DETACH AT PERFORATION AND RETURN THIS PORTION WITH PAYMENT &

hen you provide a checkto yment, you authorize us either to e the information from your check make a one-time electronic fund nsfer from your account or to ssue the payment as a check nsaction. For inquiries, please ll our Customer Service located this statement. When we use rmation from your check to ke an electronic fund transfer, nds may be withdrawn from your count as soon as the same day u make your payment, and you ll not receive your check back m your financial institution.

FLAGSTAR BANK
P.O. BOX 7026
TROY, MI 48007-7026

12/18/2007

MELISSA MARKS
209 PRESIDENTIAL CT
Round O, SC 29474-4574

Re: Flagstar Bank Loan #501684092

Dear Borrower:

Thank you for providing Flagstar Bank with the necessary proof of insurance coverage as requested in our previous correspondence. Please note, the alternative insurance coverage secured on your behalf has been canceled with no charge to your mortgage escrow account.

If you have any questions or concerns regarding this matter, please do not hesitate to contact this office at 1-800-953-1550.

Sincerely,

Insurance Department

P.O. BOX 7026 TROY, MI 48007-7026

FLAGSTAR BANK
P.O. BOX 7026
TROY, MI 48007-7026

Michelle at Cliff Heath Said she spoke with Silvino of Flagstar and will re-send insurance docs. Premium has been paid and I am covered. 12/18/07

INSURANCE NOTICE

NOTIFICATION DATE:
12/3/2007

LOAN NUMBER:
501684092

PROPERTY LOCATION:
209 Presidential Ct
ROUND O, SC 29474

MELISSA MARKS
209 PRESIDENTIAL CT
Round O, SC 29474-4574

Dear Borrower:

Because you are a valued customer of Flagstar Bank, we are dedicated to making sure your best interests are always protected.

According to our records, your current insurance policy for the property location shown above was canceled or expired on November 15, 2007. To date, we have not received a renewal or replacement policy. For your protection and ours, as required by your mortgage, your property must be kept continuously insured.

We urge you to contact your insurance agent or company immediately and have the agency send us current insurance information. The information can be mailed to the address at the bottom of the page, or faxed to our Customer Service Department at 248-269-5715. If you prefer, call our Customer Service Department toll free at (800) 953-1550 with your insurance agent's name and telephone number, and we will contact the agent for you.

If after 28 days, we have not received replacement or renewal coverage effective November 15, 2007, we will purchase coverage at your expense to protect our interest. The insurance we buy may provide less coverage than your old policy and may be more costly. It does not cover the following: loss, damage or theft to personal property; worker's compensation; injuries to persons or property for which you may be liable; or damages due to flood or earthquake. The total cost of your insurance will be $2,518.04, which includes administrative fees. If your account is non-escrowed, we will establish an account and charge you accordingly.

Please give this important matter your prompt attention so that the insurance protection on your property will be with the company of your choice. Please be sure all correspondence to Flagstar Bank includes your loan number: 501684092. If you have any questions, please contact a representative in our Customer Service Department toll free at (800) 953-1550. Your call may be monitored for quality assurance.

Sincerely,

Flagstar Bank
Insurance Servicing Department

P.O. BOX 7026 TROY, MI 48007-7026

Flagstar Bank
5151 Corporate Drive
Troy, Michigan 48098-2639

Customer Service / Billing Contact
800-548-7705
www.flagstar.com

New Loan Contact
Direct Lending Corporate Headquarters
877-374-3582
directlending@flagstar.com

MORTGAGE LOAN STATEMENT

RETAIN THIS PORTION FOR YOUR RECORDS

Loan Number:	501684092-7
Statement Date:	12/03/07
Payment Due Date:	01/01/08
Paid-To-Date:	12/01/07
Interest Rate:	7.00000
Principal Balance:	75,876.04
Escrow Balance:	361.82
Suspense Balance:	.00
Optional Items:	.00
Year To Date Interest:	328.00
Year To Date Taxes:	422.67
Late Charges Now Due:	.00
Payments and Charges Due:	881.74

* THE PRINCIPAL BALANCE ABOVE IS NOT THE TOTAL AMOUNT REQUIRED TO PAY YOUR LOAN IN FULL.

PROPERTY ADDRESS: 209 PRESIDENTIAL CT
ROUND O, SC 29474

48301-0338T0-011
MELISSA MARKS
209 PRESIDENTIAL CT
ROUND O SC 29474-4574

TRANSACTION DETAIL SINCE LAST STATEMENT

TRANSACTION DESCRIPTION	TRANS DATE	TOTAL RECEIVED	PRINCIPAL	INTEREST	ESCROW	FORBEAR SUSP AMT	HAZ/MISC AMT OR FEES
Payment	12/03	881.74	82.66	442.97	176.11	0.00	0.00
Tax	11/15	-422.67	0.00	0.00	-422.67	0.00	0.00
Payment	11/05	881.74	82.30	443.33	176.11	0.00	0.00

IMPORTANT MESSAGES

Effective January 1, 2008 payments will be processed in Pittsburgh, PA.

We offer a wide range of flexible lending solutions. Fixed or Adjustable Rate, Interest Only, Low Down Payment and many more! Contact us today.

We may report information about your account to credit bureaus. Late payments, missed payments or other defaults on your account may be reflected in your credit report.

EQUAL HOUSING LENDER
Member FDIC

& DETACH AT PERFORATION AND RETURN THIS PORTION WITH PAYMENT &

WHEN YOU NEED HELP, PLEASE USE OUR CUSTOMER SERVICE TELEPHONE NUMBERS AND ADDRESSES ON THE BACK OF THIS BILL.

UNLESS SPECIFIED, FUNDS EXCESS OF YOUR REGUL PAYMENT WILL BE APPLIED OUTSTANDING FEES AND T TO ESCROW OR PRINCIPAL

SEND CORRESPONDENCE OVERNIGHT PAYMENTS IF

Flagstar Bank
Mail Stop 9-115-0
5151 Corporate Drive
Troy, Michigan 48098-2639

Flagstar Bank

Customer Service / Billing Contact
800-968-7700
www.flagstar.com

5151 Corporate Drive
Troy, Michigan 48098-2639

New Loan Contact
Retail Lending Corporate Headquarters
877-374-3242
directlending@flagstar.com

MORTGAGE LOAN STATEMENT

RETAIN THIS PORTION FOR YOUR RECORDS

Loan Number:	5016884092-7
Statement Date:	11/05/07
Payment Due Date:	12/01/07
Paid-To-Date:	11/01/07
Interest Rate:	7.00000
Principal Balance:	75,937.70
Escrow Balance:	393.48
Suspense Balance:	.00
Optional Items:	.00
Year To Date Interest:	885.08
Year To Date Taxes:	.00
Late Charges Now Due:	.00
Payments and Charges Due:	681.74

* THE PRINCIPAL BALANCE ABOVE IS NOT THE TOTAL AMOUNT REQUIRED TO PAY YOUR LOAN IN FULL.

42958-054114-011
MELISSA MARKS
209 PRESIDENTIAL CT
ROUND O SC 29474-4374

PROPERTY ADDRESS: 209 PRESIDENTIAL CT
ROUND O, SC 29474

TRANSACTION DETAILS SINCE LAST STATEMENT

TRANSACTION DESCRIPTION	TRANS DATE	TOTAL RECEIVED	PRINCIPAL	INTEREST	ESCROW	FORBEAR SUSP AMT	HAZ/MISC AMT OR FEES
Payment	11/05	681.74	62.80	442.33	176.11	0.00	0.00

IMPORTANT MESSAGES

We offer a wide range of flexible lending solutions. Fixed or Adjustable Rate, Interest Only, Low Down Payment and many more! Contact us today.

We may report information about your account to credit bureaus. Late payments, missed payments or other defaults on your account may be reflected in your credit report.

EQUAL HOUSING LENDER
Member FDIC

DETACH AT PERFORATION AND RETURN THIS PORTION WITH PAYMENT

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UNLESS SPECIFIED, FUNDS IN EXCESS OF YOUR REGULAR PAYMENT WILL BE APPLIED TO OUTSTANDING FEES AND THEN TO ESCROW OR PRINCIPAL.

SEND CORRESPONDENCE AND OVERNIGHT PAYMENTS TO:

Flagstar Bank
Mail Stop S-1153
5151 Corporate Drive
Troy, Michigan 48098-2639

PLEASE INCLUDE YOUR LOAN NUMBER ON ALL CORRESPONDENCE.

Page 2 of 2

Flagstar Bank

Customer Service / Billing Contact
800-968-7700
www.flagstar.com

New Loan Contact
Retail Lending Corporate Headquarters
877-374-3242
directlending@flagstar.com

MORTGAGE LOAN STATEMENT

RETAIN THIS PORTION FOR YOUR RECORDS

Loan Number:	5016884092-7
Statement Date:	10/29/07
Payment Due Date:	11/01/07
Paid-To-Date:	10/01/07
Interest Rate:	7.00000
Principal Balance:	75,000.00
Escrow Balance:	422.27
Suspense Balance:	.00
Optional Items:	.00
Year To Date Interest:	-58.00
Year To Date Taxes:	.00
Late Charges Now Due:	.00
Payments and Charges Due:	681.74

* THE PRINCIPAL BALANCE ABOVE IS NOT THE TOTAL AMOUNT REQUIRED TO PAY YOUR LOAN IN FULL.

41128-024602-005
MELISSA MARKS
209 PRESIDENTIAL CT
ROUND O SC 29474-4374

PROPERTY ADDRESS: 209 PRESIDENTIAL CT
ROUND O, SC 29474

TRANSACTION DETAILS SINCE LAST STATEMENT

TRANSACTION DESCRIPTION	TRANS DATE	TOTAL RECEIVED	PRINCIPAL	INTEREST	ESCROW	FORBEAR SUSP AMT	HAZ/MISC AMT OR FEES

IMPORTANT MESSAGES

We offer a wide range of flexible lending solutions. Fixed or Adjustable Rate, Interest Only, Low Down Payment and many more! Contact us today.

We may report information about your account to credit bureaus. Late payments, missed payments or other defaults on your account may be reflected in your credit report.

EQUAL HOUSING LENDER
Member FDIC

DETACH AT PERFORATION AND RETURN THIS PORTION WITH PAYMENT

WHEN YOU NEED HELP, PLEASE USE OUR CUSTOMER SERVICE TELEPHONE NUMBERS AND ADDRESSES ON THE BACK OF THIS BILL.

UNLESS SPECIFIED, FUNDS IN EXCESS OF YOUR REGULAR PAYMENT WILL BE APPLIED TO OUTSTANDING FEES AND THEN TO ESCROW OR PRINCIPAL.

SEND CORRESPONDENCE AND OVERNIGHT PAYMENTS TO:

Flagstar Bank
Mail Stop S-1153
5151 Corporate Drive
Troy, Michigan 48098-2639

LOAN NUMBER	DATE YOU MAKE PAYMENT FOR THIS AMOUNT	AMOUNT ATTACHED IN ONE CHECK (OTHER YOU)
5016884092-7	$681.74 NOV 01 07	707.02 NOV 16 07

HELISSA MARKS

ON THIS PAYMENT		
FOR PAYMENT		
ADDITIONAL PRINCIPAL		
ADDITIONAL ESCROW		
OTHER (EXPLAIN ON REVERSE)		
TOTAL AMOUNT OF CHECK		

☐ CHECK IF CHANGE OF ADDRESS (OVER)

FLAGSTAR BANK
DRAWER 641535
PO BOX 64000
DETROIT MI 48264-1635

Flagstar Bank

5151 Corporate Drive
Troy, MI 48098-2639

41128-024602-005
MELISSA MARKS
209 PRESIDENTIAL CT
ROUND O SC 29474-4374

DATE: 10/29/07
LOAN NUMBER: 5016884092-7

Welcome to Flagstar Bank. We appreciate the opportunity to service your loan. As Flagstar's valued customer, please feel free to contact our Servicing Department with any questions regarding your upcoming mortgage payment.

Monday through Friday	Web site address:	Corporate Headquarters
7:30 a.m. to 7:00 p.m. et	www.flagstar.com	5151 Corporate Drive
at (248) 312-8500 or (800) 968-7700		Troy, MI 48098

- **Mortgage Statements.** Your monthly statements will reflect real estate taxes paid, your current escrow/impound (if applicable), disbursements, balances and interest paid.

Also included will be information on refinancing, equity lines, property/flood insurance, insurance claims/losses, and how to access copies of your documents. Should you have any questions regarding your payment, property taxes or other servicing issues, we invite you to contact our Customer Service Department at (800) 968-7700 for assistance. For assistance with homeowners insurance, please call 1-800-953-1650.

PAYMENT INFORMATION

- AVOID LATE CHARGES AND PROTECT YOUR CREDIT. Mail all payments before the due date shown on the billing statement. Your failure to have your payments in our office on or before the late charge date will result in assessment of late charges. Do not send cash, tax bills, insurance bills or correspondence with your payments. Make checks payable to Flagstar Bank.
- ADDITIONAL FUNDS. Please specify the purpose of additional funds in the block provided on the return coupon, otherwise unidentified funds will be applied toward outstanding late charges, then fees and/or advances, and then principal.
- ADDITIONAL PRINCIPAL PAYMENTS. Depending upon the terms of your loan agreement, you may be able to pay additional principal on your loan. We must receive additional principal payments on or before your payment due date. Include additional payments with your regular payment and indicate the amount in the space provided on your coupon. For principal payments over $5,000, please send certified funds.
- STATEMENTS. If you misplace a monthly statement or are unable to return the payment coupon with your mortgage payment, please write your loan number and property address on your check and send it to 5151 Corporate Drive, Troy, MI 48098-2639. Additional copies of your mortgage statement are available @ www.flagstar.com.
- ONLINE MORTGAGE INFORMATION. Visit us @ www.flagstar.com. Click on MyLoans to get information about your mortgage loan.

AUTO DEBIT OPTIONS

Visit us at www.flagstar.com to schedule online mortgage payments.

Simply click on MyLoans to instantly make your monthly payment or schedule recurring monthly payments today at no cost. If you are unable to access the Internet, please contact our Automatic Debit Department at (800) 968-7700 to request an auto debit application. It takes approximately 45 days to activate your account after receipt of your application.

PAY BY PHONE

(888) 617-2729

INFORMATION

The following information is only applicable for loans that require private mortgage guaranty insurance. It is our intent that you fully understand the purpose of your mortgage insurance and any subsequent reinsurance agreement.

Mortgage insurance reimburses a lender for losses it may incur if you fail to make the payments on your loan as required. While mortgage insurance does not provide a direct monetary benefit to you, it does allow you to obtain a mortgage loan at more favorable terms.

Flagstar may directly or through an affiliate company (a "reinsurance company"), enter into a reinsurance or other risk-sharing agreement with the insurance company that provides the mortgage insurance covering your loan. If this happens, the insurance company may assume a portion of the risk associated with the mortgage insurance. In exchange for this risk, the reinsurance company may receive a portion of the premium paid for the mortgage insurance covering your home. The reinsurance agreement does not increase the amount of your mortgage insurance premium or increase the time period for which the mortgage insurance is required.**

** If you do not want your required mortgage insurance to be part of a reinsurance arrangement, then please send a letter to that effect, including your loan number and property address, to the address listed above. We must receive this letter no later than ten (10) days after this notice was received. Again, please note that the reinsurance agreement will in no way affect the amount you pay for your mortgage insurance or the length of time you must maintain that insurance.

EXHIBIT

10

NAVY FEDERAL
Credit Union

MELISSA J MARKS
209 PRESIDENTIAL CT
ROUND O SC 29474-4374

05/26/09
1217737715

Dear Member,

This letter is in reference to your Navy Federal Credit Union account.

As requested on 05-26-2009, a stop payment was placed on item number 3524 in the amount of $680.93. If this information is incorrect, please contact Navy Federal immediately. This stop payment will expire on 11-22-2009.

A fee of $15.00 has been deducted from your account. Please subtract this amount from your check register. If this request is to stop a pre-authorized draft from your account, please notify the originating company to discontinue the drafting.

This request will remain in effect for 180 calendar days from the date of entry. If stop payment protection is needed beyond the 180 day period, it will be necessary for you to renew this request upon expiration. There is no charge to renew a stop payment request.

When processing a stop payment request, we must disclose that Navy Federal will be held harmless from all claims and demands resulting from the refusal to honor the above described draft(s). Reimbursement for all damages, costs and expenses incurred, or which may later be assigned because of the refusal to honor said draft will be your responsibility. Navy Federal cannot guarantee stop payment if the amount and/or payee differs from that provided.

Should you have any questions, please contact Navy Federal toll-free in the U.S. 1-888-842-6328. For toll-free numbers when overseas, visit navyfederal.org/overseas/. Use 1-703-255-8837 for collect international calls. If you prefer, you may fax at 1-703-206-4244.

NAVY FEDERAL CREDIT UNION

$15.00 fee

Stop Payment Receipt

Stop Payment Request Has Been Received

Account:	EveryDay Checking 1217737715
Beginning Check Number:	3524
Ending Check Number:	
Amount:	$680.93
Payee:	Flagstar Bank
Date of Check:	04/17/2009

In consideration of my request for Stop Payment action, I hereby hold NFCU harmless from all claims and demands resulting from the refusal to honor the above described item(s). I agree to reimburse NFCU for all damages, costs and expenses incurred, or which may later be assigned, because of the refusal to honor said item(s). NFCU cannot guarantee the stop payment of the above described item if the number, amount and/or payee differs from that provided above. A stop payment will normally not be accepted on a Certified Sharecheck. I understand that my account will be charged a fee for each Stop Payment and that the request will remain in effect for 180 calendar days from the date of entry. (If you feel that stop payment protection is needed beyond the 180 day period, it will be necessary to renew the stop payment action upon expiration. There is no charge to renew a stop payment request.)

I understand that if anyone attempts to negotiate Sharecheks or NAVcheks that have a stop payment placed on them, NFCU reserves the right to immediately contact law enforcement authorities without first notifying me and the individual may be placed under arrest. Therefore, if I locate Sharecheks or NAVcheks on which I have placed a stop payment, I will notify NFCU before I use them.

EXHIBIT

11

FLAGSTAR BANK, FSB
5151 Corporate Drive S-122-3
Troy, MI 48098-2639
Phone: 248-312-6500/800-968-7700
Analysis Date: 09/16/2009

MELISSA MARKS
FS501684092

*** Aggregate Escrow Analysis - Cont. ***

Regulations also require that the escrow balance must reach the low point at least once during the year. The low point on your loan will be reached after applying and disbursing all of the items in the month of December. At that time, your escrow balance is projected to be short by $ 524.69. We determined this by subtracting your escrow cushion from the low point balance.

Balance as of 12/01/09	-240.57
Escrow Cushion	284.12
ESCROW SHORTAGE	524.69

Regulations require that we provide you with 2 options with regard to your escrow shortage.

Option 1 - You can pay the escrow shortage over a period of twelve months. If you choose this option, your new escrow payment including 1/12 of the shortage will be $240.88. ** Base escrow payment of $197.16 + 1/12 of the shortage $43.72($524.69 divided by 12 = $43.72) = 240.88

Summarizing the changes in your mortgage escrow account and payment:

Your new monthly escrow payment, including 1/12th of the shortage is:	$240.88
Your current Principal and Interest payment is:	$505.63
NEW MONTHLY PAYMENT EFFECTIVE 11/01/09 is	$746.51

Please note: If you are paying your shortage over twelve months, once the shortage is paid in full, your payment will be adjusted to reflect this.

Option 2 - You can pay your escrow shortage of 524.69 in one lump sum. This would reduce your payment to 702.79. The shortage should be mailed with your mortgage payment. Upon receipt of the escrow shortage, we will change your payment and it will be effective 11/01/09.

PLEASE NOTE:

* Review the enclosed/attached Annual Escrow Account Disclosure Statement Account History, as this will advise you as to why your escrow account is over or short.
* Escrow Shortages occur when your property taxes and/or insurance increase.
* Escrow Overages occur when your property taxes and/or insurance decrease.
* Questions with regard to an increase/decrease in your taxes, should be directed to your local Tax office.
* Questions with regard to an increase/decrease in your hazard/homeowners insurance, should be directed to your agent.
* Questions with regard to this Mortgage Escrow Analysis statement, should be directed to 1-800-968-7700 or 1-248-312-6500.

EXHIBIT

12

Flagstar® Bank

September 16, 2009

Melissa Marks
209 Presidential Ct
Round O SC 29474-4374

RE: CURRENT LOAN NUMBER: 501684092
NEW LOAN NUMBER: 596566959

Dear Borrower(s):

The transfer and sale of good quality mortgage loans is common in the mortgage banking industry. This fulfills investors' needs and makes funds available for other home buyers, such as yourself. Effective **October 1, 2009,** the servicing of your loan will be transferred to **Nationstar Mortgage LLC.**

If your monthly payment is currently being automatically drafted from your bank account, **Nationstar Mortgage LLC** will continue this service without interruption, although some customers may experience a slight delay the first month.

If your payment is currently online scheduled recurring through Flagstar's website, it will be discontinued effective October 1, 2009 and you should mail your monthly payment to the address below.

If you have been paying premiums through us for optional insurance or disability or accidental death insurance, we are pleased to inform you that your policies will be transferred effective **October 1, 2009.** Accordingly, you should continue to include your optional insurance premium along with your mortgage payment.

You will receive a new payment statement from **Nationstar Mortgage LLC.** Your October 1, 2009 payment and any past due payments not paid by **September 30, 2009,** must be made payable and sent to **Nationstar Mortgage LLC** at the following address:

Nationstar Mortgage LLC
Attn: Payment Processing
P.O. Box 650783
Dallas, Texas 75265-0783

Flagstar Bank will accept payments up to and including September 30, 2009. **Nationstar Mortgage LLC** will begin accepting payments on **October 1, 2009.** If you have not received your new payment information prior to your next due date, you should forward your check with your new loan number (above) to **Nationstar Mortgage LLC.**

Should you have any questions concerning your account **prior to October 1, 2009,** please contact **Flagstar Bank's** Servicing Department toll free at (800) 968-7700 between 7:30 am and 8:00 pm Monday through Friday and between 7:30 am and 4:00 pm Saturday (EST). After the transfer date, please contact **Nationstar Mortgage LLC's** Customer Care Department toll free at (888) 480-2432. Their customer service hours are Monday – Thursday 8:00 a.m. – 8:00 p.m. and Friday 8:00 a.m. – 5:00 p.m. (CST).

Prior to January 31, 2010, we will provide you with a statement reflecting the amount of mortgage interest and real estate property taxes paid during the time we serviced your loan in 2009. **Nationstar Mortgage LLC** will provide similar information for the period from the transfer date until year end.

This transfer is simply the result of a business transaction between two institutions. Mortgages may be bought and sold as negotiable instruments. The terms and conditions of your mortgage loan will be honored by **Nationstar Mortgage LLC** just as they have been in the past. This transfer in no way reflects negatively upon you or your account and we have valued you as our customer. If the above referenced loan has recently been paid in full, please disregard this notice. No further action is required on your behalf.

Sincerely,

Lee Shubert

Lee Shubert
Senior Vice President

****Please note important information above regarding ACH and Web Pay****
IMPORTANT INFORMATION ON REVERSE SIDE

DSnews.COM

Flagstar Asked to Relinquish Servicing Rights on Troubled Fannie Loans

By: Carrie Bay

08/21/2009

Fannie Mae has asked Flagstar Bancorp Inc. to sell its mortgage servicing rights (MSRs) on delinquent loans owned or guaranteed by the GSE, according to a *Bloomberg* report. Fannie Mae wants late or defaulted loans at Flagstar to instead be serviced by specialists, the news agency said, quoting people briefed on the matter. Flagstar would retain its MSRs on loans that are current. The Michigan-based savings and loan is among the 10 largest mortgage underwriters in the United States, and services about $60.5 billion of loans for mortgage giants Fannie Mae and Freddie Mac. Flagstar's total MSRs are valued at $658.2 million. The percentage of these servicing rights that are delinquent was not disclosed, but their sale would likely result in a loss for the lender. According to *Bloomberg*, several other banks are also under pressure from Fannie Mae to pursue delinquent loans more aggressively. The GSEs must extract troubled loans from mortgage securities and incur the consequential losses if they move to modify the mortgages â€" a commitment they are bound to under the government's Making Home Affordable Program. Flagstar reported in its latest regulatory filing that Fannie Mae and Freddie Mac had implemented a number of programs and new servicer requirements intended to limit foreclosures and minimize losses on such securitized loans, as well as those mortgages the enterprises hold on their own books. "These additional programs and requirements may increase operating expenses or otherwise change the costs associated with servicing loans for others, which may result in lower margins or an impairment in the expected value of our mortgage servicing rights," Flagstar wrote in the filing.

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PONTIAC, Mich., Aug. 25 /PRNewswire-FirstCall/ -- U.S. Representative Joe Knollenberg (R-MI) and Pontiac Mayor Willie Payne today joined local families, housing partners, and representatives from Flagstar Bank and Fannie Mae -- two leading national players in home mortgages -- to announce a five-year, $100 billion community lending alliance to bring affordable mortgage financing to the underserved and multicultural borrowers in Flagstar's markets nationwide.

Fannie Mae (NYSE: FNM), the nation's largest source of financing for home mortgages, has agreed to purchase eligible loans originated through the alliance, making it possible for Flagstar Bank to generate additional mortgages. This alliance is part of Fannie Mae's American Dream Commitment(R) for Michigan, a seven-year, $50 billion investment plan to help finance affordable housing for 500,000 families across the state. This commitment is part of the company's new goals under the American Dream Commitment, which are designed to tackle the toughest housing problems facing America, including increasing access to affordable housing and helping raise the national minority homeownership rate to 55 percent by 2010.

"This alliance represents an important step in helping more underserved families achieve personal financial stability and in building deep, long-lasting community ties through homeownership," said Rep. Knollenberg, a Member of the House's Housing and Urban Development Subcommittee. "We must continue to bridge the disparities in homeownership, and ensure that everyone, regardless of ethnicity or economic status, is given an equal opportunity to purchase an affordable home."

"I am honored to support and participate in this $100 billion community lending alliance, which will provide secure roots for families -- creating safer neighborhoods through neighborhood pride and involvement," said Mayor Payne. "My administration is focused on creating more affordable homeownership opportunities for families in the communities they call home."

As part of the alliance, Flagstar Bank will offer mortgages for single-family homes, including 2-4 unit properties. Flagstar and Fannie Mae also will identify opportunities to work with faith-based and other organizations to target immigrant communities, women-headed households, rural borrowers, and other underserved communities.

In addition, Fannie Mae will assist Flagstar Bank in its efforts to develop comprehensive outreach efforts that include new communications strategies, and partnerships with community groups to better serve ethnic communities. Additionally, the bank will expand its efforts to use mortgage initiatives that have been successful in helping people overcome barriers related to homeownership. These include:

* Bilingual marketing kits -- Fannie Mae will provide Flagstar with marketing collateral that will allow Flagstar to produce Bilingual marketing kits in Spanish to use in the development of its outreach to serve Spanish-speaking communities.

* MyCommunityMortgage(TM) and Desktop Underwriter(R) Expanded Approval(TM) with Timely Payment Rewards(R) Options -- Flagstar will have the opportunity to offer to consumers Fannie Mae's MyCommunityMortgage, a suite of flexible, low down payment mortgage options for low- and moderate-income borrowers for the purchase of one- to four-family homes, and Fannie Mae's Expanded Approval with Timely Payment Rewards option, which provides lower cost financing for borrowers with less than perfect credit.

"Fannie Mae is proud to continue our work with Flagstar to strengthen communities through homeownership," said Fannie Mae's Senior Vice President for Single-Family Zach Oppenheimer. "Fannie Mae's alliance with Flagstar Bank underscores our mutual commitment to put more families on the path to homeownership and greater personal financial security."

"This is a great way for Flagstar to intensify its efforts to reach underserved markets," said Flagstar Bank President and CEO Mark Hammond. "With Fannie's support, we can now connect with more borrowers who can use our products to become homeowners."

For more information on Flagstar's $100 billion community lending alliance, please call (877) 374-3562.

Fannie Mae is a New York Stock Exchange company and the largest non-bank financial services company in the world. It operates pursuant to a federal charter and is the nation's largest source of financing for home mortgages. Fannie Mae has pledged through its "American Dream Commitment" to expand access to homeownership for millions of first-time home buyers; help raise the minority homeownership rate to 55 percent; make homeownership and rental housing a success for millions of families at risk of losing their homes; and expand the supply of affordable housing where it is needed most. Since 1968, Fannie Mae has provided $6.3 trillion of mortgage financing for 63 million families.

American Dream Commitment, Desktop Underwriter and Timely Payment Rewards are registered marks of Fannie Mae. MyCommunityMortgage and Expanded Approval are trademarks of Fannie Mae. Unauthorized use of these marks is prohibited.

Style Usage: Fannie Mae's Board of Directors has authorized the company to operate as "Fannie Mae," and the company's stock is now listed on the NYSE as

"FNM." In order to facilitate clarity and avoid confusion, news organizations are asked to refer to the company exclusively as "Fannie Mae."

Flagstar Bancorp, (NYSE: FBC), which has $12.0 billion in total assets, is the second largest banking institution headquartered in Michigan. Flagstar operates more than 100 banking centers in Michigan and Indiana and home loan centers across the United States. Flagstar is one of the nation's leading originators of residential mortgage loans.

SOURCE Fannie Mae; Flagstar Bank

Flagstar Bank and Fannie Mae Announce $100 Billion Community Lending Alliance to Increase Homeownership Opportunities for Underserved and Multicultural Borrowers

EXHIBIT

13

Nationstar MORTGAGE

October 14, 2009

Melissa Marks
209 Presidential Ct
Round O, SC 29474

Re: Loan Number: 0596566959 011D
Property Address: 209 Presidential Ct Round O, SC 29474
Insurance Company: Tapco Underwriters Inc
Policy Number: TMASHO022096

Dear Customer:

Upon review of your policy information, Nationstar Mortgage has found that the current hazard insurance policy as referenced above is written with an insufficient amount of coverage. The amount of coverage required to protect our interest in the property is $74,400.00..

(a) request that your coverage be increased to the above amount,
(b) secure an Extended Coverage endorsement, or
(c) have your agent provide proof that the policy protects the improvements according to our requirements as stated on the reverse of this letter or the attachment.

Please send your response concerning coverage amount to:

Nationstar Mortgage LLC
P.O. Box 7729
Springfield, OH 45501-7729

If you prefer, you may have your insurance agent fax us this information to (937) 324-6551.

Nationstar Mortgage LLC should be listed as first mortgagee as shown on the insurance requirements on the reverse side of this letter.

IN THE EVENT OF A TOTAL LOSS OR EXTENSIVE DAMAGE TO YOUR PROPERTY, YOUR FAILURE TO PROVIDE SUFFICIENT COVERAGE ACCORDING TO OUR REQUIREMENTS (WHICH REFLECT THOSE REQUIRED IN YOUR MORTGAGE OR DEED OF TRUST) MAY MEAN THAT YOU WILL NOT BE ABLE TO REPAIR OR REBUILD THE PROPERTY TO RESTORE IT TO ITS ORIGINAL CONDITION. IN THAT EVENT, YOU MAY BE REQUIRED TO USE YOUR OWN FUNDS TO RESTORE THE PROPERTY TO ITS ORIGINAL CONDITION.

Should you have questions, please call our Insurance Center toll-free at (866) 825-9267. For your convenience, our office hours are 9:00 a.m. to 6:00 p.m., Eastern Time, Monday through Friday.

We appreciate your business and thank you for your assistance with this matter.

Sincerely,

Nationstar Mortgage LLC
Insurance Center

PLEASE SEE THE ATTACHMENT FOR PROPERTY INSURANCE REQUIREMENTS

Nationstar MORTGAGE

October 14, 2009

NATIONSTAR MORTGAGE LLC
Property Insurance Requirements

This notice is intended to summarize the Nationstar Mortgage ***hazard*** insurance requirements for your property:

In order to protect our mutual interest in your property, Nationstar Mortgage requires that its borrowers maintain hazard insurance that meets the following minimum requirements:

- Your hazard insurance must be at a minimum a one-year fire and extended coverage policy (commonly known as DP-1) in an amount which is ***the lower of*** the loan amount or 100% of the insurable value of the principal structure(s) securing our loan—required to compensate for damage or loss on a replacement cost basis).
- If Nationstar Mortgage holds only your second mortgage, the amount of coverage for your first mortgage must meet our requirements as stated above and be adequate to protect the security of both the first and second mortgages. If Nationstar Mortgage holds BOTH the primary and secondary mortgages on your property, we require that you provide hazard insurance to protect our interest in the property (which should be ***the lower of both*** principal balances or 100% of the insurable value of the principal structure(s)—required to compensate for damage or loss on a replacement cost basis). **Nationstar Mortgage must also receive evidence of your insurance renewal for the first mortgage after each renewal date. In addition, you are responsible for adding Nationstar Mortgage, LLC (as shown below) as the second mortgagee on the hazard insurance policy for the first mortgage. Your insurance agent can assist you in the amendment process.**
- Hazard insurance policy deductibles for 1-4 family units may not exceed the greater of:
  - $2,000 or 2% of the policy's insurance limits for windstorm or hail losses.
  - $1,000 or 1% of the policy's insurance limits for all other covered losses.
- A Mortgagee Clause/Lender's Loss Payable Endorsement must be included with your insurance policy and must provide that the insurance company notifies the lender/servicer at least ten (10) days prior to cancellation of insurance. The mortgagee clause should read as follows:

  Nationstar Mortgage LLC
  Its Successors And Or Assigns
  P.O. Box 7729
  Springfield, OH 45501-7729

- Policies from Fair Plan Associations and other government-endorsed programs are acceptable.
- For condominium units in a condominium project, we do not require an individual insurance policy on a condominium unit that secures a first mortgage. However, we do require that the owner's association maintain a "master" or "blanket" type of insurance policy, with premiums being paid as a common expense. The policy must cover all the general and limited common elements that are normally included in coverage. This includes fixtures, equipment, and other personal property inside individual units if they are part of what we have financed, whether or not the property is part of the common elements. The policy must at least protect against loss or damage by fire and all other hazards that are normally covered by the standard extended coverage endorsement.
- The insurer must be licensed to conduct business in the state in which the property is located.
- All insurance policies covering individual properties that secure first mortgages must include a "standard" or "union" mortgage clause in the form customarily used in the area in which the property is located.

IMPORTANT INFORMATION
If your loan is currently in a bankruptcy status, this is not an attempt to collect a debt.

EXHIBIT

14

HAZARD INSURANCE AUTHORIZATION AND REQUIREMENTS

LENDER: OLD SOUTH MORTGAGE CORP

DATE: 10/05/2007
LOAN NO: 5215840882

ESCROW:

ESCROW NO.:

BORROWER'S NAME(S): MELISSA MARKS

PROPERTY ADDRESS: 209 PRESIDENTIAL CT
ROUND O, SC 29474-6316

Listed below are your Lender's policies and procedures and minimum requirements for Hazard insurance which must be provided covering the subject property unless otherwise provided by applicable state law:

1. Coverage must be in an amount equal to the lesser of loan amount or replacement cost from property appraisal.
2. The insurance company providing coverage must have a "B" rating or better from AM BEST, in the latest edition of "Best's Insurance Guide," or rated "A" through Demotech, must be licensed in the State in which the property described above is located, and must be licensed to transact the lines of insurance required in the transaction.
3. Policy shall provide at least "Broad Form" coverage on properties of one to four units, and at least "Vandalism & Malicious Mischief" on properties with over four units, with no deviation. Homeowners policies must provide coverage equal to "HO 3" form.
4. The maximum deductible for all policy types must not exceed the greater of $5,000.00 or 5% of the coverage amount.
5. Policy must provide coverage for a term of at least one year. Premiums may be paid on an annual installment basis only if the policy provides that the Lender will be notified in writing of cancellation 30 days prior to expiration of coverage, for any cause. Binders are not acceptable, unless otherwise mandated by state law.
6. If any existing policy is provided which will expire within 3 months from the date of the recording of this loan, said policy must be renewed for the required term as noted in #5 above.
7. Aftermarket endorsements pertaining to the Lender's requirements must appear on the "Declaration Page" of the policy.
8. New policies must be accompanied by a signed "Broker of Record Authorization" if borrower(s) have changed insurance Agents.
9. Verification of renewal of insurance policies must be in the Lender's office at least thirty days prior to the expiration date of the existing policy. If this requirement is not met, the LENDER OR ITS SUCCESSORS OR ASSIGNS MAY AT THEIR OPTION, BUT WITHOUT OBLIGATION TO DO SO, PROVIDE COVERAGE TO REPLACE ANY EXPIRING POLICIES WHICH HAVE NOT BEEN PROPERLY RENEWED. The premium for such coverage will be remitted promptly by the undersigned, or Lender may charge borrower's account for the cost thereof.
10. The policy must include a standard "mortgage loss payee clause" (Lenders Loss Payable Endorsement 438 BFU or equivalent) in favor of:
FLAGSTAR BANK, FSB, ITS SUCCESSORS AND/OR ASSIGNS
P.O. BOX 7826
TROY, MI 48007-7826

11. Property address and insureds' names must be designated on the policy as on the ALTA Title Policy.
12. The Lender's loan number must appear on the policy and any subsequent endorsements.
13. Effective date of new policies, endorsements, and/or assignments shall be as of, or prior to, the date of recording this loan.
14. If the security property is a condominium, the master insurance policy must contain a minimum of $1,000,000.00 coverage for "Directors & Officers" liability. A copy of the master policy must be submitted to the Lender prior to funding.

Each of the undersigned acknowledges that he or she has read and understands the foregoing provisions and Insurance requirements. This authorization will remain irrevocable for the undersigned as owner(s) of the subject property, and for any successor, for so long as title to or ownership in subject property,

MELISSA MARKS — Date 10/5/07

The hazard insurance policy was brought to closing and is included in the closing package per the above requirements.

Settlement Agent Signature — Date 10/5/07

Order Description:
10-04-2007 12:11

ESCRD 0010

Units:		Basement Finish:	N/A	%	Window Type:	SH VINYL/GD	Bath Wainscot: FBGLS/GD
Type: ☒ Det. ☐ Att. ☐ S-Det./End Unit		☐ Outside Entry/Exit ☐ Sump Pump			Storm Sash/Insulated:	STORMS	Car Storage: ☒ None
☒ Existing ☐ Proposed ☐ Under Const.		Evidence of: ☐ Infestation			Screens:	NO	☒ Driveway # of Cars: 2
Year Built: 2002	Effective Age (Yrs): 2YRS	☐ Dampness ☐ Settlement			Doors:	HOLLOW CORE	Driveway Surface: CONCRETE
Attic:	☒ None	Heating: ☒ FWA ☐ HWBB ☐ Radiant			Amenities:	Woodstove(s) #:	☐ Garage # of Cars
☐ Drop Stair	☐ Stairs	☐ Other	Fuel: ELEC		☐ Fireplace(s) #:	☒ Fence: CHNLINK	☐ Carport # of Cars
☐ Floor	☐ Scuttle	Cooling: ☒ Central Air Conditioning			☒ Patio/Deck: DECK	☒ Porch: FR PCH	☐ Attached ☐ Detached
☐ Finished	☐ Heated	☐ Individual ☐ Other			☐ Pool:	☐ Other:	☐ Built-in

Appliances: ☐ Refrigerator ☒ Range/Oven ☒ Dishwasher ☐ Disposal ☐ Microwave ☐ Washer/Dryer ☐ Other (describe):

Finished area above grade contains: 6 Rooms; 3 Bedrooms; 2 Bath(s); 1,620 Square Feet of Gross Living Area Above Grade

Describe any additions or modifications (decks, rooms, remodeling, etc.): SUBJECT CONTAINED A FRONT FORCH AND A REAR WOOD DECK.

Manufacturer's Name: UNKNOWN — Date Installed: UNKNOWN — Model/Year: 2002

Is the manufactured home attached to a permanent foundation system? ☒ Yes ☐ No If No, describe the foundation system and the manner of attachment.

Have the towing hitch, wheels, and axles been removed? ☒ Yes ☐ No If No, explain

Is the manufactured home permanently connected to a septic tank or sewage system and other utilities? ☒ Yes ☐ No If No, explain

Does the dwelling have sufficient gross living area and room dimensions to be acceptable to the market? ☒ Yes ☐ No If No, explain

Additional features (special energy efficient items, non-realty items, etc.): LOW MAINTENANCE VINYL EXTERIOR, MASTER BEDROOM SUITE WITH GARDEN TUB IN MASTER BATH, AND CEILING FANS.

The appraiser must rate the quality of construction for the subject and objective criteria (such as M.A.D.A. Manufactured Housing Appraisal Guide®, Marshall & Swift Residential Cost Handbook®, or other published cost service). The appraiser must also report the source used for this quality of construction rating determination.

Quality: ☐ Poor ☐ Fair ☐ Average ☒ Good ☐ Excellent — Identify source of quality rating: INTERIOR INSPECTION

Describe the condition of the property (including needed repairs, deterioration, renovations, remodeling, etc.): THE SUBJECT WAS IN GOOD OVERALL CONDITION AT THE TIME OF THE APPRAISAL. THE SUBJECT HAD BEEN ENTIRELY RE-CARPETED AND WAS RECENTLY RE-PAINTED ON THE INTERIOR. THE APPRAISAL IS MADE IN THE 'AS-IS' CONDITION. THE APPRAISER ASSUMES THAT THE IMPROVEMENTS ARE STRUCTURALLY SOUND AND THAT THE MECHANICAL SYSTEMS ARE IN NORMAL WORKING ORDER.

Are there any physical deficiencies or adverse conditions that affect the livability, soundness, or structural integrity of the property? ☐ Yes ☒ No If Yes, describe

Does the property generally conform to the neighborhood (functional utility, style, condition, use, construction, etc.)? ☒ Yes ☐ No If No, describe

Provide adequate information for the lender/client to replicate the below cost figures and calculations.

Support for the opinion of site value (summary of comparable land sales or other methods for estimating site value): SITE VALUE OBTAINED FROM ANALYSIS OF MLS SALES OF VACANT LAND IN THE SUBJECT AREA.

ESTIMATED ☐ REPRODUCTION OR ☒ REPLACEMENT COST NEW

Source of cost data: APPRAISER/DEVELOPERS FILE — Effective date of cost data: 09/10/2007 — Quality rating from cost service:

OPINION OF SITE VALUE — Dwelling: 15,000 — Exterior Dimensions of the Subject Unit

Section One	1,620 Sq. ft. @	$ 37.25	$ 56,628	X	=	Sq. ft.
Section Two	Sq. ft. @	$	$	X	=	Sq. ft.
Section Three	Sq. ft. @	$	$	X	=	Sq. ft.
Section Four	Sq. ft. @	$	$	X	=	Sq. ft.
			$	Total Gross Living Area:		Sq. ft.
KITCHEN EQUIPMENT/PORCH/DECK/EXTRAS			$ 3,000	Other Data Identification		
			$	M.A.D.A. Data Identification Info: Edition	Mo.	Yr.
	Sub-total		$ 81,620	Mil Stm.	Region:	Size:	ft. x ft.
	Cost Multiplier (if applicable):	x		Grey pg.	White pg.	Pink SVS pg.	
	Modified Sub-total:		$ 81,620	15 years and older Depreciation Chart pg.		Yellow pg.	
	Physical Depreciation or Condition Modifier:		-$ 465	Comments:			
	Functional Obsolescence (not used for M.A.D.A.):						
	External Depreciation or State Location Modifier:						
	Delivery, Installation, and Setup (not used for M.A.D.A.):		$ 3,000				
	Other Depreciated Site Improvements:		$ 2,500				
	Market Value of Subject Site (as assumed above):		$ 15,000				
	Indicated Value by Cost Approach:		$ 79,655	Estimated Remaining Economic Life (HUD and VA only):			48 Years

Summary of Cost Approach

APPRAISAL OF REAL PROPERTY

LOCATED AT:
209 Presidential Ct
LOT 7
ROUND O, SC 29474

FOR:
OLD SOUTH MORTGAGE
4 CARRIAGE LN, STE 103
CHARLESTON, SC 29407

AS OF:
SEPTEMBER 7, 2007

BY:
SCOTT T. CAMPBELL

SEAN DAVIS

OLD SOUTH MORTGAGE
4 CARRIAGE LN, STE 103
CHARLESTON, SC 29407

Re: Property: 209 Presidential Ct
ROUND O, SC 29474
Borrower: MARKS, MELISSA
File No.: 1B16C709

In accordance with your request, we have appraised the above referenced property. The report of that appraisal is attached.

The purpose of this appraisal is to estimate the market value of the property described in this appraisal report, as improved, in unencumbered fee simple title of ownership.

This report is based on a physical analysis of the site and improvements, a local analysis of the neighborhood and city, and an economic analysis of the market for properties such as the subject. The appraisal was developed and the report was prepared in accordance with the Uniform Standards of Professional Appraisal Practice.

The value conclusions reported are as of the effective date stated in the body of the report and contingent upon the certification and limiting conditions attached.

It has been a pleasure to assist you. Please do not hesitate to contact me or any of my staff if we can be of additional service to you.

Sincerely,

SCOTT T. CAMPBELL

EXHIBIT

15

Nationstar MORTGAGE

Sign Up Now to Save $23,903.69!

The Equity Accelerator® Program
P.O. Box 6506
Englewood, CO 80155-6506

(800) 458-1564
If you have questions about your mortgage please call 1-888-480-2432.

March 16, 2010

Reference #: 150881932
Enrollment Passcode: 627 91822

Melissa Marks
209 Presidential Ct
Round O, SC 29474-4374

Dear Melissa Marks:

Sometimes taking one simple step toward your goal can alter the course of your life. For example, if you use electronic transfers to *budget your mortgage around your paydays*, **you can easily save $23,903.69 over the life of the loan in interest and pay off your mortgage 6 years faster** - without refinancing!

Buying your home was an important step toward achieving your financial goals. Now with the **Equity Accelerator®** program, you can save money, increase your ownership and achieve financial freedom much sooner! Your **$23,903.69 savings** is based on your current mortgage information. Here is a customized example of how this system can work for you:

	Your Current Monthly Payment	Your New Payoff Schedule	Your Personal Financial Rewards
Payment Amount:	$ 721.34 per month	$ 363.17 every 2 weeks	Simplified Budgeting!
Total Interest Paid:	$ 106,026.62	$ 82,122.63	$ 23,903.69 Saved!
Loan Payoff in:	27 years 7 months	21 years	6 Years 7 Months Early!
Total Principal Reduction After 10 years:	$ 14,725.96	$ 23,992.44	$ 9,266.48 More Principal Reduction!

Our customers like this program because we do all the work while they enjoy the benefits. Of course, it is possible for you to make extra payments on your own, but many of our customers find this difficult to do consistently. Here's how it will work for you:

1. This convenient payment system automatically transfers a portion of your loan payment electronically from your checking account at the same time that you get paid - typically every other week.
2. These transfers are then applied by us to pay your mortgage based on your due date each month.
3. As you pay through this program, you actually accumulate extra funds that are **applied directly to your principal.**
4. The result is that your mortgage is paid down faster **without straining your budget** while saving you **$23,903.69 in interest.**

To help you get started, we have even included a customized **Estimated Personal Savings Analysis** on the back of this page to show you just how big your savings can be. Simply review it and give one of our specialists a call at **(800) 458-1564** between 8:00 AM – 9:00 PM (ET), Monday through Friday. **You have nothing to lose and so much to gain - $23,903.69!**

Yours truly,

Equity Accelerator Enrollment Center

776234

P.S. What are you waiting for? Take a simple step to change your future and call (800) 458-1564 to sign up!

This program and the services undertaken by Nationstar Mortgage LLC in no way alter or lessen Customer's obligations under Customer's existing mortgage contract regarding the amount of the monthly payments, when payments are due, the application of payments, the assessment of late charges or the calculation of delinquencies.

The Equity Accelerator Program is offered by Nationstar Mortgage LLC under an agreement with Paymap Inc. We provided certain information about you and your mortgage to Paymap so Paymap could assist us in offering the program to you.

Detach here

Nationstar MORTGAGE

It's not too late to get a better mortgage

- ★ Savings up to $1,092 per year!
- ★ Lower interest rate
- ★ No minimum credit score

Melissa Marks
209 Presidential Ct
Round O, SC 29474-4374

Dear Melissa Marks,

Acct # 596566959

Thanks to the U.S. Treasury's Making Home Affordable Program, you may be able to refinance your current mortgage to a new lower rate and a lower monthly payment. Since you're already a valued Nationstar Mortgage customer, it's easy – a quick phone call is all it takes to start.

Let's lower your **interest rate** — it's simple, even if you haven't qualified in the past

1. **Call 866-463-0104 for a free no-obligation consultation.** With no minimum credit score and no mortgage insurance required[1], refinancing has never been easier. Even if you owe more than your home is worth, up to 125%[2], you may still qualify.
2. **A Nationstar Mortgage Professional will give you personalized options.** 10 minutes is all it takes to get started. We'll be happy to answer your questions.
3. **Get a lower payment and start saving.** Find out exactly how much you could save – up to $1,092 each year and a lower mortgage check to write each month.

The Making Home Affordable Program has recently been extended, but won't last forever. It's important for you to call today at 866-463-0104 to secure the current low rates for your new mortgage. A friendly Nationstar Mortgage Professional will be here to help. Please call today before it's too late!

Sincerely,

Steve Mix
Executive Vice President, Nationstar Mortgage

Call 866-463-0104 before 6/15/2011
Mon-Thurs 8am-8pm, Fri 8am-5pm Central Time
10 minutes is all you need to start saving

Your savings amount is based upon qualifying for a Fannie Mae 30 year $73,097 fixed rate loan, with a rate of 5.500% (5.763% APR), a loan to value ratio of 104%, and monthly escrowing of taxes and insurance. Your actual savings will depend upon the type of loan and terms for which you qualify. The interest rate is effective as of 3/21/2011 and is subject change.

No mortgage insurance required if your existing mortgage does not have mortgage insurance. If your existing mortgage does include mortgage insurance, then it will be transferred to your new loan at the same rate you are currently paying.

This offer is valid for certain Nationstar Mortgage customers. If your loan is sold, this offer may no longer be available. You must qualify for, and refinance with, Nationstar Mortgage into either a Fannie Mae Du Refi Plus or a FHLMC (Freddie Mac) Relief Program – Open Access product offered in connection with the Home Affordable Refinance Program.

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Nationstar MORTGAGE

Sign Up Now to Save $25,118.54!

The Equity Accelerator® Program
P.O. Box 650
Englewood, CO 80155-650

(800) 458-1564
If you have questions about your mortgage please call 1-888-480-2432

December 31, 200

Reference #: 149331707
Enrollment Passcode: 627 3687

Melissa Marks
209 Presidential Ct
Round O, SC 29474-4374

Dear Melissa Marks:

Sometimes taking one simple step toward your goal can alter the course of your life. For example, if you use electronic transfers to *budget your mortgage around your paydays*, **you can easily save $25,118.54 over the life of the loan in interest and pay off your mortgage 6 years faster - without refinancing!**

Buying your home was an important step toward achieving your financial goals. Now with the **Equity Accelerator®** program, you can save money, increase your ownership and achieve financial freedom much sooner! Your **$25,118.54** savings is based on your current mortgage information. Here is a customized example of how this system can work for you:

	Your Current Monthly Payment	Your New Payoff Schedule	Your Personal Financial Rewards
Payment Amount:	$ 746.51 per month	$ 375.76 every 2 weeks	Simplified Budgeting!
Total Interest Paid:	$ 106,026.69	$ 80,908.15	$ 25,118.54 Saved!
Loan Payoff in:	27 years 10 months	21 years	6 Years 10 Months Early!
Total Principal Reduction After 10 years:	$ 14,286.48	$ 23,886.16	$ 9,609.68 More Principal Reduction!

Our customers like this program because we do all the work while they enjoy the benefits. Of course, it is possible for you to make extra payments on your own, but many of our customers find this difficult to do consistently. Here's how it will work for you:

1. This convenient payment system automatically transfers a portion of your loan payment electronically from your checking account at the same time that you get paid - typically every other week.
2. These transfers are then applied by us to pay your mortgage based on your due date each month.
3. As you pay through this program, you actually accumulate extra funds that are **applied directly to your principal.**
4. The result is that your mortgage is paid down faster <u>without straining your budget</u> while saving you **$25,118.54 in interest.**

To help you get started, we have even included a customized **Estimated Personal Savings Analysis** on the back of this page to show you just how big your savings can be. Simply review it and give one of our specialists a call at (800) 458-1564 between 8:00 AM – 9:00 PM (ET), Monday through Friday. <u>You have nothing to lose and so much to gain - $25,118.54!</u>

Yours truly,

Equity Accelerator Enrollment Center

776205

P.S. What are you waiting for? Take a simple step to change your future and call (800) 458-1564 to sign up!

This program and the services undertaken by Nationstar Mortgage LLC in no way alter or lessen Customer's obligations under Customer's existing mortgage contract regarding the amount of the monthly payments, when payments are due, the application of payments, the assessment of late charges or the calculation of delinquencies.

The Equity Accelerator Program is offered by Nationstar Mortgage LLC under an agreement with Paymap Inc. We provided certain information about you and your mortgage to Paymap so Paymap could assist us in offering the program to you.

Detach Here

Nationstar MORTGAGE

Sign Up Now to Save $23,295.09!

The Equity Accelerator® Program
P.O. Box 6506
Englewood, CO 80155-6506

(800) 458-1564
If you have questions about your mortgage please call 1-888-480-2432.

July 1, 2010

Reference #: 152307508
Enrollment Passcode: 627 34308

Melissa Marks
209 Presidential Ct
Round O, SC 29474-4374

Dear Melissa Marks:

Sometimes taking one simple step toward your goal can alter the course of your life. For example, if you use electronic transfers to *budget your mortgage around your paydays*, **you can easily save $23,295.09 over the life of the loan in interest and pay off your mortgage 6 years faster - without refinancing!**

Buying your home was an important step toward achieving your financial goals. Now with the **Equity Accelerator®** program, you can save money, increase your ownership and achieve financial freedom much sooner! Your **$23,295.09** savings is based on your current mortgage information. Here is a customized example of how this system can work for you:

	Your Current Monthly Payment	Your New Payoff Schedule	Your Personal Financial Rewards
Payment Amount:	$ 721.34 per month	$ 383.17 every 2 weeks	Simplified Budgeting!
Total Interest Paid:	$ 105,880.54	$ 82,585.46	$ 23,295.09 Saved!
Loan Payoff in:	27 years 4 months	20 years 10 months	6 Years 6 Months Early!
Total Principal Reduction After 10 years:	$ 15,224.32	$ 24,490.79	$ 9,266.47 More Principal Reduction!

Our customers like this program because we do all the work while they enjoy the benefits. The cost for this service is just $5.42 a month with a one time setup charge of $295.00. Of course, it is possible for you to make extra payments on your own, but many of our customers find this difficult to do consistently. Here's how it will work for you:

1. This convenient payment system automatically transfers a portion of your loan payment electronically from your checking account at the same time that you get paid - typically every other week.
2. These transfers are then applied by us to pay your mortgage based on your due date each month.
3. As you pay through this program, you actually accumulate extra funds that are **applied directly to your principal.**
4. The result is that your mortgage is paid down faster <u>without straining your budget</u> while saving you **$23,295.09 in interest.**

To help you get started, we have even included a customized **Estimated Personal Savings Analysis** on the back of this page to show you just how big your savings can be. Simply review it and give one of our specialists a call at (800) 458-1564 between 8:00 AM – 9:00 PM (ET), Monday through Friday. <u>You have nothing to lose and so much to gain - $23,295.09!</u>

Yours truly,

Equity Accelerator Enrollment Center

P.S. What are you waiting for? Take a simple step to change your future and call (800) 458-1564 to sign up!

Member FDIC

This program and the services undertaken by Nationstar Mortgage LLC in no way alter or lessen Customer's obligations under Customer's existing mortgage contract regarding the amount of the monthly payments, when payments are due, the application of payments, the assessment of late charges or the calculation of delinquencies.

The Equity Accelerator Program is offered by Nationstar Mortgage LLC under an agreement with Paymap Inc. We provided certain information about you and your mortgage to Paymap so Paymap could assist us in offering the program to you.

Detach Here

773206

Nationstar MORTGAGE

350 Highland Drive
Lewisville, TX 75067
www.MyNationstarMtg.com

Melissa Marks
209 Presidential Ct
Round O, SC 29474-4374

Important Assistance Information Enclosed For Our Valued Customers

Dear Melissa Marks,

We know many of our customers are facing financial hardship in today's challenging economy. It is not always clear, however, who could use a helping hand. That is why we want all our customers to be aware of the hardship assistance programs offered by Nationstar Mortgage LLC, whether there's a need now or in the future.

Nationstar Mortgage LLC offers assistance programs* created by the U.S. Treasury Department as well as proprietary programs that can help eligible customers get the assistance they may need.

Here are some of the assistance programs Nationstar Mortgage LLC has to offer:

The Home Affordable Modification Program (HAMP)

- Introduced in 2009 by the Obama Administration, HAMP was created to help homeowners that are currently delinquent, or are in imminent danger of becoming delinquent, lower their monthly mortgage payment to an amount they can afford by modifying the interest rate or term of their existing loan.

The Home Affordable Refinance Program (HARP)

- The HARP program was created to assist customers that are not delinquent, or in imminent danger of becoming delinquent, refinance their existing mortgage into a new loan to take advantage of today's historically low interest rates, *even if their current loan amount exceeds the value of the home or they have a low credit score.*

Alternative Assistance Programs

- Nationstar Mortgage LLC offers additional proprietary programs including repayment plans, forbearance agreements, short sales and relocation assistance depending on the needs and eligibility of the customer and their property.

Visit our website at www.MyNationstarMtg.com to learn more about these and other assistance programs offered by Nationstar Mortgage LLC. We even offer on-line HAMP applications and e-signatures to expedite the process.

At Nationstar Mortgage LLC, we strive to find solutions that will help our customers. Any customer that is behind on their payments or in danger of becoming delinquent is encouraged to learn more by calling 877-782-7613 and talking to an Account Resolution Specialist.

Sincerely,
Rick Gilmartin
Senior Vice President, Nationstar Mortgage LLC

Nationstar Mortgage LLC offers assistance for our customers.
Because not knowing is not an option.
Call 877-782-7613.
Information about this and other assistance programs are also available on our website:
www.MyNationstarMtg.com

*Assistance programs are based on certain requirements each customer must meet in order to qualify. Not all borrowers will qualify for all assistance programs.

692-4018-0410CP

Nationstar MORTGAGE MAKING HOME AFFORDABLE.gov

Help for America's Homeowners
For information call 1-877-343-6388 or
Visit Our Website at www.MyNationstarMtg.com

Dear Melissa Marks,

In today's economy, many homeowners are struggling to make their mortgage payments. We want you to be aware of the assistance options offered by Nationstar Mortgage. If you are having difficulty paying your mortgage you may be eligible to reduce your mortgage payment under The Home Affordable Modification Program, part of the U.S. Treasury's initiative to help homeowners.

Nationstar Mortgage is authorized to offer the Home Affordable Modification Program (HAMP) to customers needing assistance. We have helped thousands of customers stay in their homes by reducing their monthly mortgage payment to an amount they can afford. Here are some examples of actual customers who received a HAMP Modification:

Nationstar Mortgage Customer from:	Payment Before Modification	Payment after Modification	Monthly Savings
California[1]	$1,405.01	$911.07	$493.94
Michigan[2]	$915.92	$602.66	$313.26
Florida[3]	$2,352.96	$1,696.14	$656.82

[1] LA Customer pre-modified loan: original balance of $198,000, 6.25% interest rate, 360-month term was modified to new mortgage balance of $201,608.78, 2.00% interest rate (2.00% APR), 195-month term.
[2] MI Customer pre-modified loan: original balance of $100,000, 7.00% interest rate, 360-month term was modified to new mortgage balance of $101,368.88, 2.00% interest rate (2.00% APR), 438-month term.
[3] FL Customer pre-modified loan: original balance of $368,000, 7.1250% interest rate, 360-month term was modified to new mortgage balance of $201,587.84, 4.75% interest rate (4.75% APR), 338 month term.

Frequently Asked Questions

Is a loan modification under HAMP only available if I am behind on my mortgage payments?
No. The Home Affordable Modification Program can assist you even if you are not currently behind. It was created to help homeowners who are facing financial hardship making it difficult for them to pay their mortgage.

How much does the loan modification cost?
Modifications under HAMP are free to homeowners.

How much can my monthly payment be reduced with a modification?
Your payments can be lowered to 31% of your current gross monthly income.
We're here for *you*. Let us know how we can help.

How do I know if I'm eligible?*
Minimum qualifications include owner-occupied properties; loans originated on or before January 1, 2009 with a loan balance less than $729,750; current mortgage payment (including taxes and insurance) greater than 31% of gross income; and, proof of financial hardship.

How can I learn more?
Call 1-877-343-6388 Monday through Thursday, 8 AM – 8 PM EST, and Friday 8 AM – 6 PM EST, to speak with a Nationstar Mortgage specialist who can offer you personalized service. Customers may also visit our website at www.MyNationstarMtg.com for program

Sincerely,

Rick Gilmartin – Senior Vice President
Nationstar Mortgage LLC

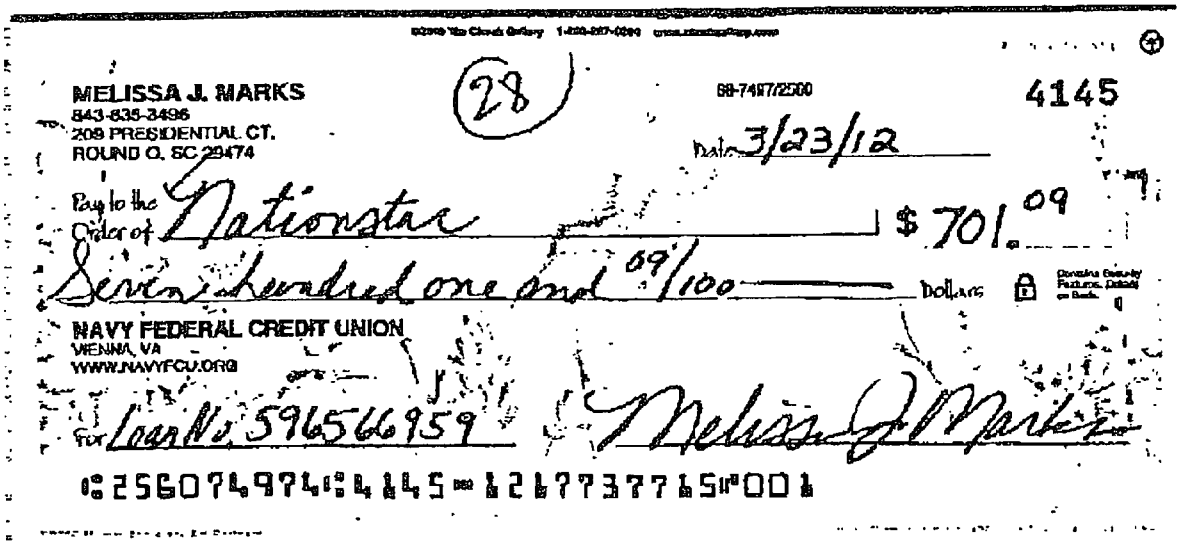
*If you do not qualify for a loan modification under this program you may still qualify for other hardship assistance programs offered by Nationstar Mortgage. Call us at 1-877-343-6388 to learn more.

This is an attempt to collect a debt and any information obtained will be used for the purpose. If you are represented by legal counsel, please have your attorney contact us.

01694

EXHIBIT

16



MELISSA J. MARKS
843-635-3496
209 PRESIDENTIAL CT.
ROUND O, SC 29474

(28)

56-7497/2500

4145

Date 3/23/12

Pay to the Order of Nationstar $ 701.09

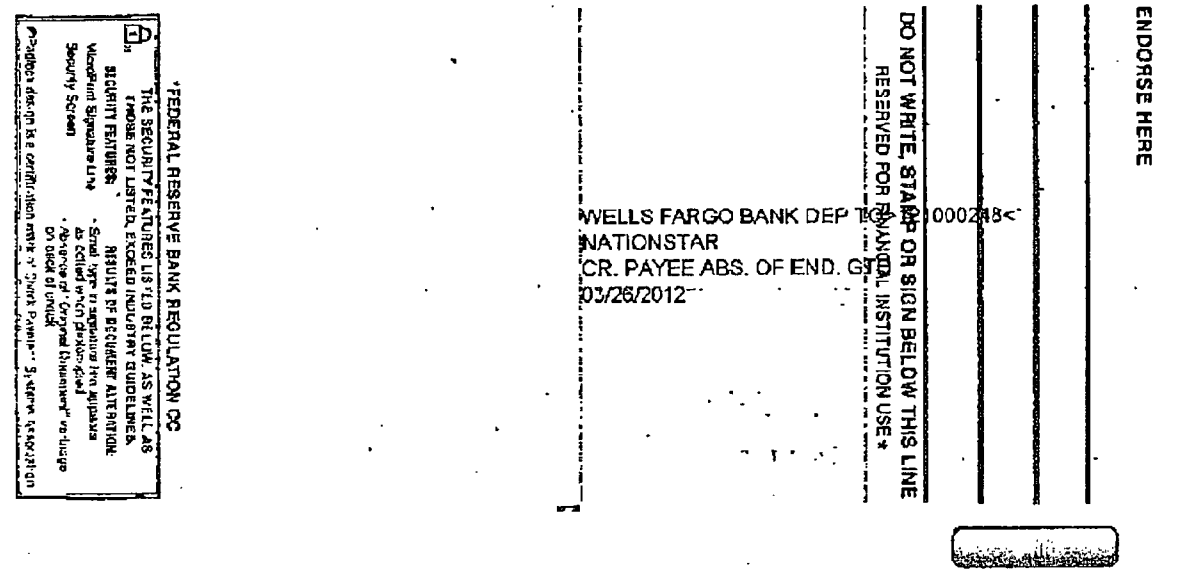
Seven hundred one and 09/100 Dollars

NAVY FEDERAL CREDIT UNION
VIENNA, VA
WWW.NAVYFCU.ORG

For Loan No. 596566959

Melissa J Marks

⑆256074974⑆4145⑈ ⑆267737715⑈001



ENDORSE HERE

DO NOT WRITE, STAMP OR SIGN BELOW THIS LINE
RESERVED FOR FINANCIAL INSTITUTION USE

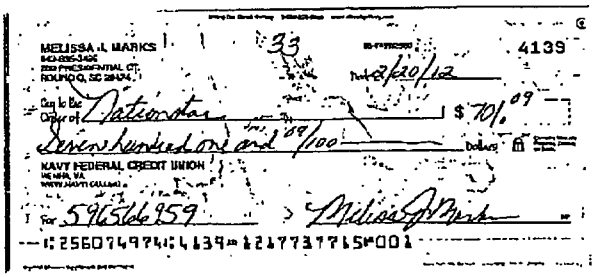
WELLS FARGO BANK DEP TO ACCT 0002[illegible]8<
NATIONSTAR
CR. PAYEE ABS. OF END. GTY
03/26/2012

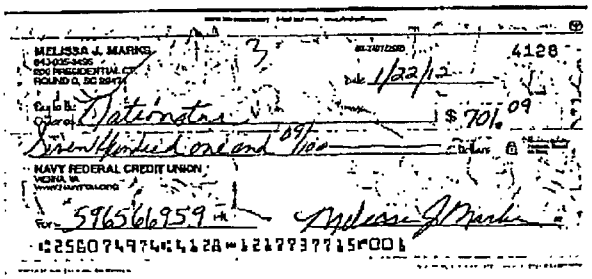
*FEDERAL RESERVE BANK REGULATION CC

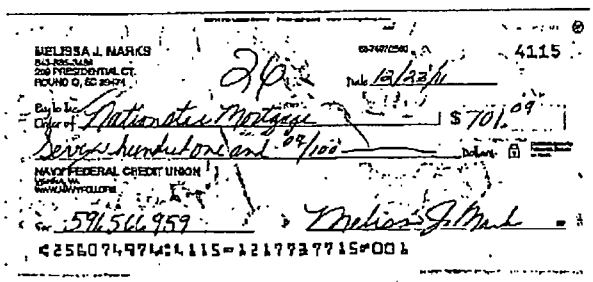
THE SECURITY FEATURES LISTED BELOW, AS WELL AS THOSE NOT LISTED, EXCEED INDUSTRY GUIDELINES.

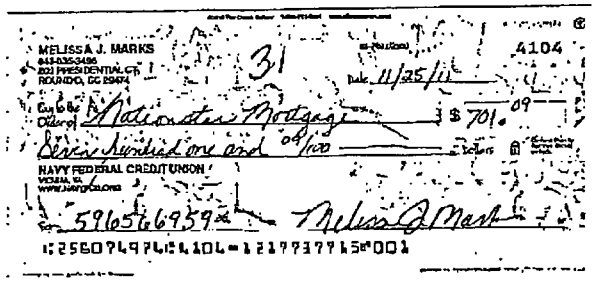
SECURITY FEATURES:
- Visible Fibers
- Microprint Signature Line
- Security Screen

RESULTS OF DOCUMENT ALTERATION:
- Void pantograph
- Altered MICR printing

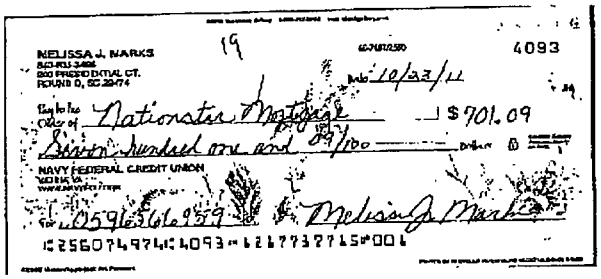








This is pretty much all the proof I have of payment, which can also be proven by bank statements since 4/2011.



MELISSA J. MARKS
209 PRESIDENTIAL CT.
ROUND O, SC 29474

NAVY FEDERAL CREDIT UNION
VIENNA, VA

19 — 4093

Pay to the Order of Nationstar Mortgage — $ 701.09

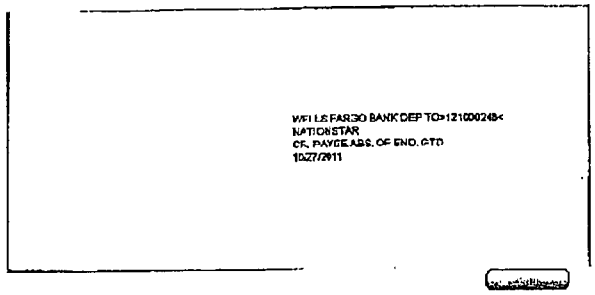
Seven hundred one and 09/100 — Dollars

For 0596356959

Melissa J Marks

⑆256074974⑆4093 ⑈6267737715⑈001

WELLS FARGO BANK DEP TO>121000248<
NATIONSTAR
CR. PAYCE ABS. OF END. CTD
10/27/2011



Nationstar MORTGAGE
PO BOX 650783
DALLAS, TX 75265
www.MyNationstarMtg.com

51338-025480-008
MELISSA MARKS
209 PRESIDENTIAL CT
ROUND O SC 29474-4374

MORTGAGE LOAN STATEMENT

DETACH COUPON BELOW AND RETURN WITH YOUR PAYMENT.
RETAIN TOP PORTION FOR YOUR RECORDS.
1-888-480-2432

Statement Date:	03/01/2011
Payment Due Date:	04/01/2011
Loan Number:	0596356959
Home Phone Number:	843-819-4890
Work Phone Number:	000-000-0000
Property Address:	209 PRESIDENTIAL CT ROUND O SC 29474

AMOUNT DUE EXPLANATION

Principal and Interest Due	$505.63
Escrow Account	$195.46
Total	$701.09

Amount Due* - By 04/01/2011 — $701.09

*This amount does not include any payments made, or fees or charges that may have been incurred and/or added to your account after the date of this statement.

Interest Rate	7.0
Principal Balance - As of 03/01/2011	$72,097.
Escrow Balance - As of 03/01/2011	$845.

The Principal Balance does not represent the payoff amount of your acco and is not to be used for payoff purposes.

Interest Paid Year-To-Date — $354.

07-28-11 #701.09

PLEASE NOTE:

If the payment due on 04/01/2011 is not received by 04/16/2011, a late charge in the amount of $25.28 may be assessed to your account.

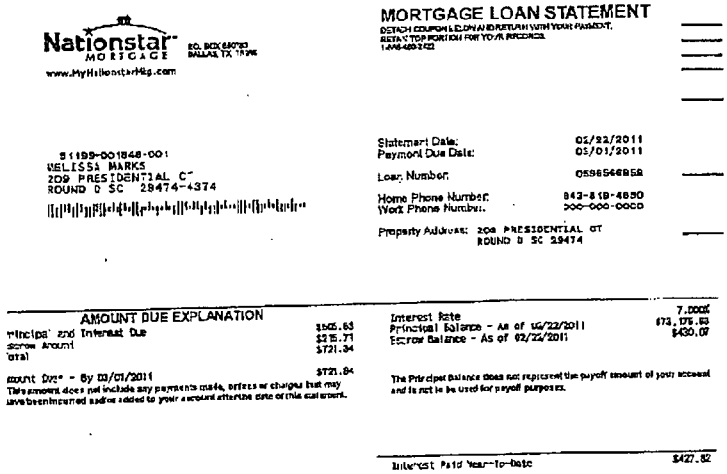
PAYMENT ACTIVITY

Last Payment Received	01/28/2011	$78.77
Principal - Scheduled		$426.86
Interest		$715.71
Escrow		$721.34
Total		

IMPORTANT MESSAGES

Additional Critical Notices - see reverse side

Important Tax Information: Did you know that you can download a copy of your 1098/1099 tax form online? Visit www.mynationstarmtg.com to log in or register for My Account access.



Nationstar MORTGAGE
PO BOX 650783
DALLAS, TX 75265
www.MyNationstarMtg.com

51199-001848-001
MELISSA MARKS
209 PRESIDENTIAL CT
ROUND O SC 29474-4374

MORTGAGE LOAN STATEMENT

DETACH COUPON BELOW AND RETURN WITH YOUR PAYMENT.
RETAIN TOP PORTION FOR YOUR RECORDS.
1-888-480-2432

Statement Date:	02/22/2011
Payment Due Date:	03/01/2011
Loan Number:	0596566858
Home Phone Number:	843-819-4890
Work Phone Number:	000-000-0000
Property Address:	209 PRESIDENTIAL CT ROUND O SC 29474

AMOUNT DUE EXPLANATION

Principal and Interest Due	$505.63
Escrow Account	$215.71
Total	$721.34

Amount Due* - By 03/01/2011 — $721.34

*This amount does not include any payments made, or fees or charges that may have been incurred and/or added to your account after the date of this statement.

Interest Rate	7.000%
Principal Balance - As of 02/22/2011	$73,175.83
Escrow Balance - As of 02/22/2011	$430.09

The Principal Balance does not represent the payoff amount of your account and is not to be used for payoff purposes.

Interest Paid Year-To-Date — $427.82

PLEASE NOTE:

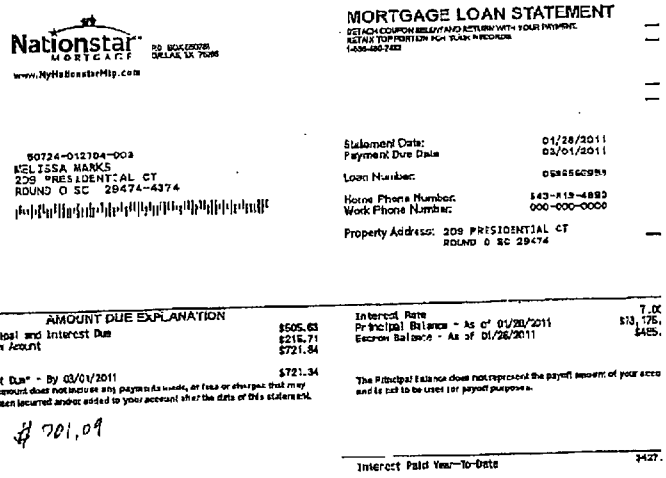
If the payment due on 03/01/2011 is not received by 03/16/2011, a late charge in the amount of $25.28 may be assessed to your account.

IMPORTANT MESSAGES

Additional Critical Notices - see reverse side

Interested in saving money and paying off your loan sooner? If so, you may be interested to know that Nationstar Mortgage has partnered with Equity Accelerator to offer bi-weekly payments. Visit us online at www.mynationstarmtg.com to learn more.

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



Nationstar MORTGAGE
PO BOX 650783
DALLAS, TX 75265
www.MyNationstarMtg.com

50724-012304-003
MELISSA MARKS
209 PRESIDENTIAL CT
ROUND O SC 29474-4374

MORTGAGE LOAN STATEMENT

DETACH COUPON BELOW AND RETURN WITH YOUR PAYMENT.
RETAIN TOP PORTION FOR YOUR RECORDS.
1-888-480-2432

Statement Date:	01/28/2011
Payment Due Date:	03/01/2011
Loan Number:	0596566858
Home Phone Number:	843-819-4890
Work Phone Number:	000-000-0000
Property Address:	209 PRESIDENTIAL CT ROUND O SC 29474

AMOUNT DUE EXPLANATION

Principal and Interest Due	$505.63
Escrow Account	$215.71
Total	$721.34

Amount Due* - By 03/01/2011 — $721.34

*This amount does not include any payments made, or fees or charges that may have been incurred and/or added to your account after the date of this statement.

Interest Rate	7.0
Principal Balance - As of 01/28/2011	$73,175.
Escrow Balance - As of 01/28/2011	$485.

The Principal Balance does not represent the payoff amount of your acco and is not to be used for payoff purposes.

$ 701.09

Interest Paid Year-To-Date — $427.

PLEASE NOTE:

If the payment due on 03/01/2011 is not received by 03/16/2011, a late charge in the amount of $25.28 may be assessed to your account.

PAYMENT ACTIVITY

Last Payment Received	01/28/2011	$78.81
Principal - Scheduled		$427.82
Interest		$215.71
Escrow		$721.34
Total		

IMPORTANT MESSAGES

Additional Critical Notices - see reverse side

Important Tax Information: Did you know that you can download a copy of your 1098/1099 tax form online? Visit www.mynationstarmtg.com to log in or register for My Account access.

Nationstar MORTGAGE

www.MyNationstarMtg.com

50122-011297-003
MELISSA MARKS
208 PRESIDENTIAL CT
ROUND O SC 29474-4374

MORTGAGE LOAN STATEMENT

DETACH COUPON BELOW AND RETURN WITH YOUR PAYMENT
RETAIN TOP PORTION FOR YOUR RECORDS.
1-888-480-2432

Statement Date:	12/31/2010
Payment Due Date:	02/01/2011
Loan Number:	0596566958
Home Phone Number:	843-819-4880
Work Phone Number:	000-000-0000

Property Address: 208 PRESIDENTIAL CT
ROUND O SC 29474

AMOUNT DUE EXPLANATION

Principal and Interest Due	$505.63
Escrow Account	$215.71
Total	$721.34
Amount Due* - By 02/01/2011	$721.34

*This amount does not include any payments made, or fees or charges that may have been incurred and/or added to your account after the date of this statement.

Interest Rate	7.000%
Principal Balance - As of 12/31/2010	$73,354.19
Escrow Balance - As of 12/31/2010	$324.56

The Principal Balance does not represent the payoff amount of your account and is not to be used for payoff purposes.

Interest Paid Year-To-Date	$5,162.91
Taxes Paid Year-To-Date	$664.54

PLEASE NOTE:

If the payment due on 02/01/2011 is not received by 02/16/2011, a late charge in the amount of $25.28 may be assessed to your account.

PAYMENT ACTIVITY

Last Payment Received 12/30/2010	$77.88
Principal - Scheduled	$427.77
Interest	$215.71
Escrow	$721.34
Total	

IMPORTANT MESSAGES

Additional Critical Notices - see reverse side

Important Tax Information: Did you know that you can download a copy of your 1098/1099 tax form online? Visit www.mynationstarmtg.com to log in or register for My Account access.

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

Nationstar MORTGAGE

www.MyNationstarMtg.com

49522-010132-003
MELISSA MARKS
208 PRESIDENTIAL CT
ROUND O SC 29474-4374

MORTGAGE LOAN STATEMENT

DETACH COUPON BELOW AND RETURN WITH YOUR PAYMENT
RETAIN TOP PORTION FOR YOUR RECORDS.
1-888-480-2432

Statement Date:	12/01/2010
Payment Due Date:	01/01/2011
Loan Number:	0596566958
Home Phone Number:	843-819-4880
Work Phone Number:	000-000-0000

Property Address: 208 PRESIDENTIAL CT
ROUND O SC 29474

AMOUNT DUE EXPLANATION

Principal and Interest Due	$505.63
Escrow Account	$215.71
Total	$721.34
Amount Due* - By 01/01/2011	$721.34

*This amount does not include any payments made, or fees or charges that may have been incurred and/or added to your account after the date of this statement.

Interest Rate	7.00%
Principal Balance - As of 12/01/2010	$73,332.0
Escrow Balance - As of 12/01/2010	$528.4

The Principal Balance does not represent the payoff amount of your account and is not to be used for payoff purposes.

Interest Paid Year-To-Date	$4,735.1

PLEASE NOTE:

If the payment due on 01/01/2011 is not received by 01/16/2011, a late charge in the amount of $25.28 may be assessed to your account.

PAYMENT ACTIVITY

Last Payment Received 11/15/2010	$77.41
Principal - Scheduled	$428.22
Interest	$215.71
Escrow	$721.34
Total	

IMPORTANT MESSAGES

Additional Critical Notices - see reverse side

Important Tax Information: Nationstar Mortgage will begin mailing 1098/1099 tax forms in January. Please take a moment to verify that we have your correct contact information on file to avoid any delays in receiving your tax forms. Log on to My Account online at www.mynationstarmtg.com and update your contact information today!

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

Nationstar MORTGAGE

www.Nationstarmtg.com

48930-039857-008
MELISSA MARKS
208 PRESIDENTIAL CT
ROUND O SC 29474-4374

MORTGAGE LOAN STATEMENT

DETACH COUPON BELOW AND RETURN WITH YOUR PAYMENT
RETAIN TOP PORTION FOR YOUR RECORDS.

Statement Date:	11/04/2010
Scheduled Payment Date:	12/01/2010
Loan Number:	0596566958

Property Address: 208 PRESIDENTIAL CT
ROUND O SC 29474

Home Phone Number:	843-819-4880
Work Phone Number:	000-000-0000

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

LOAN INFORMATION

Last Payment Received	10/21/2010
Account next due	12/01/2010
Principal Balance*	$73,408.45
Escrow Balance	$667.88
Interest Paid Year To Date	$4,306.82

*This is your principal balance only, not the amount required to pay your loan in full

Amount Required To Bring Your Account Contractually Current $721.34

PAYMENT AMOUNTS AND CHARGES

PAYMENT INFORMATION:	
Payment Due By	12/01/2010
Payment Amount*	$505.63
Tax & Insurance Escrow	$215.71

PAST DUE AMOUNTS AND CHARGES:

TOTAL CURRENT AMOUNT DUE* $721.34
*Payment amount includes Principal, Interest and Optional Insurance, if applicable, and excludes Escrow, if applicable.

This amount does not include any payments made, or fees or charges that may have been incurred and/or added to your account after the date of this statement. To confirm these amounts, please call 1(888) 480-2432.

TOTAL AMOUNTS PAST DUE $0.00
The amounts above may not represent the total required to bring your account contractually current. That amount is reflected in the LOAN INFORMATION section of your statement.

*Past Due Payment Amounts include Principal and Interest and exclude Optional Insurance and Escrow, if applicable.

PLEASE READ THESE IMPORTANT MESSAGES

Additional Critical Notices - see reverse side

Remember that you can obtain information regarding your account 24 hours a day, 7 days a week on our website. Visit www.mynationstarmtg.com to log in or register for My Account access today!

Nationstar MORTGAGE

www.Nationstarmtg.com

48503-114225-023
MELISSA MARKS
209 PRESIDENTIAL CT
ROUND O SC 29474-4374

MORTGAGE LOAN STATEMENT

DETACH COUPON BELOW AND RETURN WITH YOUR PAYMENT
RETAIN TOP PORTION FOR YOUR RECORDS.

Statement Date:	10/15/2010
Scheduled Payment Date:	11/01/2010
Loan Number:	0596566958

Property Address: 208 PRESIDENTIAL CT
ROUND O SC 29474

Home Phone Number:	843-819-4880
Work Phone Number:	000-000-0000

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

LOAN INFORMATION

Last Payment Received	09/24/2010
Account next due	11/01/2010
Principal Balance*	$73,486.42
Escrow Balance	$307.2
Interest Paid Year To Date	$3,878.2

*This is your principal balance only, not the amount required to pay your loan in full.

Amount Required To Bring Your Account Contractually Current $721.3

PAYMENT AMOUNTS AND CHARGES

PAYMENT INFORMATION:	
Payment Due By	11/01/2010
Payment Amount*	$505.63
Tax & Insurance Escrow	$215.71

PAST DUE AMOUNTS AND CHARGES:

TOTAL CURRENT AMOUNT DUE* $721.34
*Payment amount includes Principal, Interest and Optional Insurance, if applicable, and excludes Escrow, if applicable.

This amount does not include any payments made, or fees or charges that may have been incurred and/or added to your account after the date of this statement. To confirm these amounts, please call 1(888) 480-2432.

TOTAL AMOUNTS PAST DUE $0.0
*The amounts above may not represent the total required to bring your account contractually current. That amount is reflected in the LOAN INFORMATION section of your statement.

*Past Due Payment Amounts include Principal and Interest and exclude Optional Insurance and Escrow, if applicable.

PLEASE READ THESE IMPORTANT MESSAGES

Additional Critical Notices - see reverse side

Important Tax Information: Nationstar Mortgage will begin mailing 1098/1099 tax forms in January. Please take a moment to verify that we have your correct contact information on file to avoid any delays in receiving your tax forms. Log on to My Account online at www.mynationstarmtg.com and update your contact information today!

Nationstar MORTGAGE

MORTGAGE LOAN STATEMENT

DETACH COUPON BELOW AND RETURN WITH YOUR PAYMENT.
RETAIN TOP PORTION FOR YOUR RECORDS.

www.NationstarMtg.com

48000-119992-024
MELISSA MARKS
209 PRESIDENTIAL CT
ROUND O SC 29474-4374

Statement Date: 08/16/2010
Scheduled Payment Date: 10/01/2010
Loan Number: 0556565858

Property Address: 209 PRESIDENTIAL CT
ROUND O SC 29474

Home Phone Number: 843-518-4880
Work Phone Number: 000-000-0000

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

LOAN INFORMATION

Last Payment Received	08/23/2010	Escrow Balance	$345.66
Account next due	10/01/2010	Interest Paid Year To Date	$2,448.13
Principal Balance[1]	$73,982.82		
		Amount Required To Bring Your Account Contractually Current	$721.34

[1] Is your principal balance only, not the amount required to pay your loan in full.

PAYMENT AMOUNTS AND CHARGES

PAYMENT INFORMATION:

Payment Due By	10/01/2010
Payment Amount	$505.63
Tax & Insurance Escrow	$215.71

PAST DUE AMOUNTS AND CHARGES:

TOTAL CURRENT AMOUNT DUE[2] $721.34
[2] Payment amount includes Principal, Interest and Optional Insurance, if applicable, and excludes Escrow, if applicable.

TOTAL AMOUNTS PAST DUE[3] $0.00
The amounts above may not represent the total required to bring your account contractually current. That amount is reflected in the LOAN INFORMATION section of your statement.

[3] Past Due Payment Amounts include Principal and Interest and exclude Optional Insurance and Escrow, if applicable.

This amount does not include any payments made or late or charges that may have been incurred and/or added to your account after the date of this statement. To receive these amounts, please call 1 (888) 480-2432.

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

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Additional Critical Notices - see reverse side

Save time and money! Enroll in automatic payments (ACH) and never worry about having to mail in your payment again. Visit www.mynationstarmtg.com to enroll or learn more about this and other convenient payment options.

Nationstar MORTGAGE

MORTGAGE LOAN STATEMENT

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www.NationstarMtg.com

47632-123783-026
MELISSA MARKS
209 PRESIDENTIAL CT
ROUND O SC 29474-4374

Statement Date: 08/16/2010
Scheduled Payment Date: 09/01/2010
Loan Number: 0556565858

Property Address: 209 PRESIDENTIAL CT
ROUND O SC 29474

Home Phone Number: 843-518-4880
Work Phone Number: 000-000-0000

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

LOAN INFORMATION

Last Payment Received	07/29/2010	Escrow Balance	$1,136.7
Account next due	09/01/2010	Interest Paid Year To Date	$3,019.5
Principal Balance[1]	$73,638.00		
		Amount Required To Bring Your Account Contractually Current	$721.3

[1] This is your principal balance only, not the amount required to pay your loan in full.

PAYMENT AMOUNTS AND CHARGES

PAYMENT INFORMATION:

Payment Due By	09/01/2010
Payment Amount	$505.63
Tax & Insurance Escrow	$215.71

PAST DUE AMOUNTS AND CHARGES:

TOTAL CURRENT AMOUNT DUE[2] $721.34
[2] Payment amount includes Principal, Interest and Optional Insurance, if applicable, and excludes Escrow, if applicable.

TOTAL AMOUNTS PAST DUE[3] $0.
The amounts above may not represent the total required to bring your account contractually current. That amount is reflected in the LOAN INFORMATION section of your statement.

[3] Past Due Payment Amounts include Principal and Interest and exclude Optional Insurance and Escrow, if applicable.

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

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Nationstar MORTGAGE

MORTGAGE LOAN STATEMENT

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RETAIN TOP PORTION FOR YOUR RECORDS.

www.NationstarMtg.com

47344-127779-026
MELISSA MARKS
209 PRESIDENTIAL CT
ROUND O SC 29474-4374

Statement Date: 07/16/2010
Scheduled Payment Date: 08/01/2010
Loan Number: 0556565858

Property Address: 209 PRESIDENTIAL CT
ROUND O SC 29474

Home Phone Number: 843-518-4880
Work Phone Number: 000-000-0000

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

LOAN INFORMATION

Last Payment Received	06/17/2010	Escrow Balance	$1,042.16
Account next due	08/01/2010	Interest Paid Year To Date	$2,586.57
Principal Balance[1]	$73,914.62		
		Amount Required To Bring Your Account Contractually Current	$721.34

[1] Is your principal balance only, not the amount required to pay your loan in full.

PAYMENT AMOUNTS AND CHARGES

PAYMENT INFORMATION:

Payment Due By	08/01/2010
Payment Amount	$505.63
Tax & Insurance Escrow	$215.71

PAST DUE AMOUNTS AND CHARGES:

TOTAL CURRENT AMOUNT DUE[2] $721.34
[2] Payment amount includes Principal, Interest and Optional Insurance, if applicable, and excludes Escrow, if applicable.

TOTAL AMOUNTS PAST DUE[3] $0.00
The amounts above may not represent the total required to bring your account contractually current. That amount is reflected in the LOAN INFORMATION section of your statement.

[3] Past Due Payment Amounts include Principal and Interest and exclude Optional Insurance and Escrow, if applicable.

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

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Additional Critical Notices - see reverse side

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www.NationstarMtg.com

47020-126331-026
MELISSA MARKS
209 PRESIDENTIAL CT
ROUND O SC 29474-4374

Statement Date: 06/16/2010
Scheduled Payment Date: 07/01/2010
Loan Number: 0556565858

Property Address: 209 PRESIDENTIAL CT
ROUND O SC 29474

Home Phone Number: 843-518-4880
Work Phone Number: 000-000-0000

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

LOAN INFORMATION

Last Payment Received	05/21/2010	Escrow Balance	$834.81
Account next due	07/01/2010	Interest Paid Year To Date	$2,159.1
Principal Balance[1]	$73,789.82		
		Amount Required To Bring Your Account Contractually Current	$721.3

[1] This is your principal balance only, not the amount required to pay your loan in full.

PAYMENT AMOUNTS AND CHARGES

PAYMENT INFORMATION:

Payment Due By	07/01/2010
Payment Amount	$505.63
Tax & Insurance Escrow	$215.71

PAST DUE AMOUNTS AND CHARGES:

TOTAL CURRENT AMOUNT DUE[2] $721.34
[2] Payment amount includes Principal, Interest and Optional Insurance, if applicable, and excludes Escrow, if applicable.

TOTAL AMOUNTS PAST DUE[3] $0.0
The amounts above may not represent the total required to bring your account contractually current. That amount is reflected in the LOAN INFORMATION section of your statement.

[3] Past Due Payment Amounts include Principal and Interest and exclude Optional Insurance and Escrow, if applicable.

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

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Additional Critical Notices - see reverse side

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46713-126782-028

MELISSA MARKS
209 PRESIDENTIAL CT
ROUND O SC 29474-4374

Statement Date:	05/14/2010
Scheduled Payment Date:	06/01/2010
Loan Number:	0585566959
Property Address:	209 PRESIDENTIAL CT ROUND O SC 29474
Home Phone Number:	843-819-4890
Work Phone Number:	000-000-0000

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

LOAN INFORMATION

ast Payment Received	04/29/2010	Escrow Balance	$729.84
ccount next due	06/01/2010	Interest Paid Year To Date	$1,725.25
rincipal Balance[1]	$73,894.57		
		Amount Required To Bring Your Account Contractually Current:	$721.34

[1]This is your principal balance only, not the amount required to pay your loan in full.

PAYMENT AMOUNTS AND CHARGES

PAYMENT INFORMATION:		PAST DUE AMOUNTS AND CHARGES:
ayment Due By	06/01/2010	
ayment Amount[2]	$505.63	
ax & Insurance Escrow	$215.71	

TOTAL CURRENT AMOUNT DUE[3] $721.34

[3] Payment amount includes Principal, Interest and Optional Insurance, if applicable, and excludes Escrow, if applicable.

TOTAL AMOUNTS PAST DUE $0.00

If the amounts above may not represent the total required to bring your account contractually current. The total amount is reflected in the LOAN INFORMATION section of your statement.

[2] Past Due Payment Amounts include Principal and Interest and exclude Optional Insurance and Escrow, if applicable.

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

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Additional Critical Notices - see reverse side

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MORTGAGE LOAN STATEMENT

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RETAIN TOP PORTION FOR YOUR RECORDS.

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46621-126741-028

MELISSA MARKS
209 PRESIDENTIAL CT
ROUND O SC 29474-4374

Statement Date:	04/30/2010
Scheduled Payment Date:	05/01/2010
Loan Number:	0585566959
Property Address:	209 PRESIDENTIAL CT ROUND O SC 29474
Home Phone Number:	843-819-4890
Work Phone Number:	000-000-0000

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

LOAN INFORMATION

Last Payment Received	03/29/2010	Escrow Balance	$563.1
Account next due	05/01/2010	Interest Paid Year To Date	$1,286.1
Principal Balance[1]	$73,936.89		
		Amount Required To Bring Your Account Contractually Current	$721.1

[1]This is your principal balance only, not the amount required to pay your loan in full.

PAYMENT AMOUNTS AND CHARGES

PAYMENT INFORMATION:		PAST DUE AMOUNTS AND CHARGES:
Payment Due By	05/01/2010	
Payment Amount[2]	$505.63	
Tax & Insurance Escrow	$215.71	

TOTAL CURRENT AMOUNT DUE[3] $721.34

[3] Payment amount includes Principal, Interest and Optional Insurance, if applicable, and excludes Escrow, if applicable.

TOTAL AMOUNTS PAST DUE $0.

If the amounts above may not represent the total required to bring your account contractually current. The total amount is reflected in the LOAN INFORMATION section of your statement.

[2] Past Due Payment Amounts include Principal and Interest and exclude Optional Insurance and Escrow, if applicable.

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Additional Critical Notices - see reverse side

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46246-125078-028

MELISSA MARKS
209 PRESIDENTIAL CT
ROUND O SC 29474-4374

Statement Date:	03/14/2010
Scheduled Payment Date:	04/01/2010
Loan Number:	0585566959
Property Address:	209 PRESIDENTIAL CT ROUND O SC 29474
Home Phone Number:	843-819-4890
Work Phone Number:	000-000-0000

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

LOAN INFORMATION

Last Payment Received	02/26/2010	Escrow Balance	$402.72
Account next due	04/01/2010	Interest Paid Year To Date	$865.05
Principal Balance[1]	$74,037.30		
		Amount Required To Bring Your Account Contractually Current	$721.34

[1]This is your principal balance only, not the amount required to pay your loan in full.

PAYMENT AMOUNTS AND CHARGES

PAYMENT INFORMATION:		PAST DUE AMOUNTS AND CHARGES:
Payment Due By	04/01/2010	
Payment Amount[2]	$505.63	
Tax & Insurance Escrow	$215.71	

TOTAL CURRENT AMOUNT DUE[3] $721.34

[3] Payment amount includes Principal, Interest and Optional Insurance, if applicable, and excludes Escrow, if applicable.

TOTAL AMOUNTS PAST DUE $0.

If the amounts above may not represent the total required to bring your account contractually current. The total amount is reflected in the LOAN INFORMATION section of your statement.

[2] Past Due Payment Amounts include Principal and Interest and exclude Optional Insurance and Escrow, if applicable.

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

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Additional Critical Notices - see reverse side

website says Issue $746.62

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RETAIN TOP PORTION FOR YOUR RECORDS.

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46005-125403-028

MELISSA MARKS
209 PRESIDENTIAL CT
ROUND O SC 29474-4374

Statement Date:	02/16/2010
Scheduled Payment Date:	03/01/2010
Loan Number:	0585566959
Property Address:	209 PRESIDENTIAL CT ROUND O SC 29474
Home Phone Number:	843-819-4890
Work Phone Number:	000-000-0000

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

LOAN INFORMATION

Last Payment Received	01/26/2010	Escrow Balance	$216.3
Account next due	03/01/2010	Interest Paid Year To Date	$432.7
Principal Balance[1]	$74,111.11		
		Amount Required To Bring Your Account Contractually Current	$746.5

[1]This is your principal balance only, not the amount required to pay your loan in full.

PAYMENT AMOUNTS AND CHARGES

PAYMENT INFORMATION:		PAST DUE AMOUNTS AND CHARGES:
Payment Due By	03/01/2010	
Payment Amount[2]	$505.63	
Tax & Insurance Escrow	$240.88	

TOTAL CURRENT AMOUNT DUE[3] $746.51

[3] Payment amount includes Principal, Interest and Optional Insurance, if applicable, and excludes Escrow, if applicable.

TOTAL AMOUNTS PAST DUE $0.0

If the amounts above may not represent the total required to bring your account contractually current. The total amount is reflected in the LOAN INFORMATION section of your statement.

[2] Past Due Payment Amounts include Principal and Interest and exclude Optional Insurance and Escrow, if applicable.

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

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Additional Critical Notices - see reverse side

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B-G32-46862-0133480-027-1-000-000-000-000

MELISSA MARKS
209 PRESIDENTIAL CT
ROUND O SC 29474-4374

Statement Date:	01/15/2010
Scheduled Payment Date:	02/01/2010
Loan Number:	0586566859
Property Address:	209 PRESIDENTIAL CT ROUND O SC 29474
Home Phone Number:	843-819-4890
Work Phone Number:	000-000-0000

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

LOAN INFORMATION

ast Payment Received	12/18/2009	Escrow Balance	$31.16
ccount next due	02/01/2010		
rincipal Balance[1]	$74,184.01		
		Amount Required To Bring Your Account Contractually Current	$746.51

[1]Is your principal balance only, not the amount required to pay your loan in full.

PAYMENT AMOUNTS AND CHARGES

AYMENT INFORMATION:		PAST DUE AMOUNTS AND CHARGES:
ayment Due By	02/01/2010	
ayment Amount[2]	$505.83	
ax & Insurance Escrow	$240.68	

OTAL CURRENT AMOUNT DUE[3]	$746.51	TOTAL AMOUNTS PAST DUE	$0.00
[3]Payment amount includes Principal, Interest and Optional Insurance, if applicable, and excludes Escrow, if applicable.		The amounts above may not represent the total required to bring your account contractually current. That amount is reflected in the LOAN INFORMATION section of your statement.	
This is an attempt to collect a debt and any information obtained will be used for that purpose.		[4]Past Due Payment Amounts include Principal and Interest and exclude Optional Insurance and Escrow, if applicable.	

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Additional Critical Notices - see reverse side

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45707-142584-029

MELISSA MARKS
209 PRESIDENTIAL CT
ROUND O SC 29474-4374

Statement Date:	12/16/2009
Scheduled Payment Date:	01/01/2010
Loan Number:	0586566859
Property Address:	209 PRESIDENTIAL CT ROUND O SC 29474
Home Phone Number:	843-819-4890
Work Phone Number:	000-000-0000

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

LOAN INFORMATION

Last Payment Received	11/20/2009	Escrow Balance	$154.62
Account next due	01/01/2010	Taxes Paid Year To Date	$866.91
Principal Balance[1]	$74,256.45	Interest Paid Year To Date	$867.56
		Amount Required To Bring Your Account Contractually Current	$746.51

[1]This is your principal balance only, not the amount required to pay your loan in full.

PAYMENT AMOUNTS AND CHARGES

PAYMENT INFORMATION:		PAST DUE AMOUNTS AND CHARGES:
Payment Due By	01/01/2010	
Payment Amount[2]	$505.83	
Tax & Insurance Escrow	$240.68	

TOTAL CURRENT AMOUNT DUE[3]	$746.51	TOTAL AMOUNTS PAST DUE	$0.00
[3]Payment amount includes Principal, Interest and Optional Insurance, if applicable, and excludes Escrow, if applicable.		The amounts above may not represent the total required to bring your account contractually current. That amount is reflected in the LOAN INFORMATION section of your statement.	
This is an attempt to collect a debt and any information obtained will be used for that purpose.		[4]Past Due Payment Amounts include Principal and Interest and exclude Optional Insurance and Escrow, if applicable.	

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Additional Critical Notices - see reverse side

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45580-142544-029

MELISSA MARKS
209 PRESIDENTIAL CT
ROUND O SC 29474-4374

Statement Date:	11/16/2009
Scheduled Payment Date:	12/01/2009
Loan Number:	0586566859
Property Address:	209 PRESIDENTIAL CT ROUND O SC 29474
Home Phone Number:	843-819-4890
Work Phone Number:	000-000-0000

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

LOAN INFORMATION

ast Payment Receive	10/20/2009	Escrow Balance	$266.11
ccount next due	12/01/2009	Interest Paid Year To Date	$434.00
rincipal Balance[1]	$74,328.53		
		Amount Required To Bring Your Account Contractually Current	$746.51

[1]Is your principal balance only, not the amount required to pay your loan in full.

PAYMENT AMOUNTS AND CHARGES

AYMENT INFORMATION:		PAST DUE AMOUNTS AND CHARGES:
ayment Due By	12/01/2009	
ayment Amount[2]	$505.83	
ax & Insurance Escrow	$240.68	

OTAL CURRENT AMOUNT DUE[3]	$746.51	TOTAL AMOUNTS PAST DUE	$0.00
[3]Payment amount includes Principal, Interest and Optional Insurance, if applicable, and excludes Escrow, if applicable.		The amounts above may not represent the total required to bring your account contractually current. That amount is reflected in the LOAN INFORMATION section of your statement.	
This is an attempt to collect a debt and any information obtained will be used for that purpose.		[4]Past Due Payment Amounts include Principal and Interest and exclude Optional Insurance and Escrow, if applicable.	

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Additional Critical Notices - see reverse side

Nationstar Mortgage hopes you are becoming more familiar and comfortable with your monthly billing statement. Should you have any questions regarding your statement's layout, please log on to our website at www.nationstarmtg.com for an online version of "How To Read Your Statement". On our website, you will find other valuable information including Auto-Pay enrollment, your current loan status and answers to frequently asked questions. Thank you for allowing Nationstar Mortgage to serve your mortgage needs. We appreciate your business.

Your Name & Information:
MELISSA MARKS
Email:
Home: 843-819-4890

Property Address:
209 PRESIDENTIAL CT

ROUND O , SC 29474

Mailing Address:
209 PRESIDENTIAL CT

ROUND O , SC 29474

To change this information, please call Customer Service at 1-888-480-2432.

Last Payment Received:	9/19/2009
Payment Amount:	N/A
Next Due Date:	11/1/2009
Current Amount Due:	$505.83
Past Due Payment Amount:	$0.00
Total Current Amount Due:	$771.79
Interest Paid Year to Date:	$0.00

View Additional Loan Detail Make a Payment

Date	Transaction	Amount

Note:
Principal Balance
This is your Principal balance only, not the amount required to pay your loan in full.

Payment Amount
Payment Amount includes Principal, Interest and Optional Insurance, if applicable, and excludes Escrow, if applicable.

Total Current Amount Due
The amounts above may not represent the total required to bring your account contractually current. That amount is reflected in the LOAN INFORMATION section of your statement.

Past Due Payment Amount
Past Due Payment Amount includes Principal and Interest and excludes Optional Insurance and Escrow, if applicable.

$746.51
Fax Light
214-498-1682
Ms. Hong

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www.NationstarMtg.com

459 16-146897-030

MELISSA MARKS
208 PRESIDENTIAL CT
ROUND O SC 29474-4974

Statement Date: 10/16/2009
Scheduled Payment Date: 11/01/2009
Loan Number: 0596566838

Property Address: 208 PRESIDENTIAL CT
ROUND O SC 29474

Home Phone Number: 843-818-4880
Work Phone Number: 000-000-0000

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

LOAN INFORMATION

		Escrow Balance	$105.23
Account next due	11/01/2009		
Principal Balance*	$74,400.16		
		Amount Required To Bring Your Account Contractually Current	$745.51

*Is the principal balance only, not the amount required to pay your loan in full.

PAYMENT AMOUNTS AND CHARGES

PAYMENT INFORMATION:		PAST DUE AMOUNTS AND CHARGES:	
Payment Due By	11/01/2009		
Payment Amount*	$605.62		
Tax & Insurance Escrow	$140.68		
TOTAL CURRENT AMOUNT DUE*	$746.51	TOTAL AMOUNTS PAST DUE	$0.00

*Payment amount includes: Principal, Interest, and Optional Insurance, if applicable, and excludes Escrow, if applicable.

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

*The amount shown is any net payment it is intended to bring your account contractually current. Is at amount is reflected in the LOAN INFORMATION section of your statement.

*Past Due Payment Amount includes Principal and Interest and excludes Optional Insurance and Escrow, if applicable.

PLEASE READ THESE IMPORTANT MESSAGES

Additional Critical Notices - see reverse side

We at Nationstar Mortgage would like to welcome you. Whether you just bought a new home or refinanced an existing loan, we would like to take this opportunity to Thank You for allowing Nationstar Mortgage to serve your mortgage needs.

You will receive a billing statement every month approximately two weeks before each scheduled due date. The billing statement has a clean easy to read design with detailed account and payment information. We are certain it will meet your needs and expectations. The back of your statement is loaded with helpful hints and important information including PAYMENT OPTIONS, CONTACT INFORMATION, and our website address. A brochure entitled "Introducing Your New Billing Statement" is enclosed and gives you all the details regarding your monthly statement. Please take a little time and review it carefully.

Should you ever have any questions with regard to your mortgage loan, please contact the Customer Service Department at 1-888-480-2432, 8am-8pm Central time, Monday through Thursday and 8am-5pm Central time, Friday or visit our website address at WWW.NATIONSTARMTG.COM.

EXHIBIT

17

B 10 (Official Form 10) (04/10)

UNITED STATES BANKRUPTCY COURT FOR THE DISTRICT OF SOUTH CAROLINA — PROOF OF CLAIM
CHARLESTON DIVISION

Name of Debtor: Melissa Jean Marks | Case Number: 11-02619-JEW

NOTE: *This form should not be used to make a claim for an administrative expense arising after the commencement of the case. A request for payment of an administrative expense may be filed pursuant to 11 U.S.C. § 503.*

Name of Creditor (the person or other entity to whom the debtor owes money or property):
Nationstar Mortgage, LLC

☐ Check this box to indicate that this claim amends a previously filed claim.

Name and address where notices should be sent:
Nationstar Mortgage, LLC
P. O. Box 829009
Dallas, Texas 75382-9009

Court Claim Number: _____
(*If known*)

Filed on:

Name and address where payment should be sent (if different from above):
Nationstar Mortgage, LLC
Bankruptcy Department
350 Highland Dr
Lewisville, Texas 75067

Telephone Number: (469) 549-2234

☐ Check this box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars.
☐ Check this box if you are the debtor or trustee in this case.

1. **Amount of Claim as of Date Case Filed:** $73,301.84

If all or part of your claim is secured, complete item 4 below; however, if all of your claim is unsecured, do not complete item 4.

If all or part of your claim is entitled to priority, complete item 5.

☒ Check this box if claim includes interest or other charges in addition to the principal amount of claim. Attach itemized statement of interest or charges.

2. **Basis for Claim:** Money Loaned
(See instruction #2 on reverse side.)

3. **Last four digits of any number by which creditor identifies debtor:** xxxxxx6959

3a. **Debtor may have scheduled account as:** _____
(See instruction #3a on reverse side.)

4. **Secured Claim** (See instruction #4 on reverse side.)
Check the appropriate box if your claim is secured by a lien on property or a right of setoff and provide the requested information.

Nature of property or right of setoff: ☒ Real Estate ☐ Motor Vehicle ☐ Other: _____
Describe: 209 Presidential Ct, Round O, South Carolina 29474

Value of Property: $_____ **Annual Interest Rate:**

Amount of arrearage and other charges as of time case filed included in secured claim,

if any: ____ **Basis for perfection: Recordation of Lien**

Amount of Secured Claim: $73,301.84 **Amount Unsecured:** $0.00

5. **Amount of Claim Entitled to Priority under 11 U.S.C. §507(a). If any portion of your claim falls in one of the following categories, check the box and state the amount.**

Specify the priority of the claim.

☐ Domestic support obligations under 11 U.S.C. §507(a)(1)(A) or (a)(1)(B).

☐ Wages, salaries, or commissions (up to $11,725*) earned within 180 days before filing of the bankruptcy petition or cessation of the debtor's business, whichever is earlier – 11 U.S.C. §507 (a)(4).

☐ Contributions to an employee benefit plan – 11 U.S.C. §507 (a)(5).

☐ Up to $2,600* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use – 11 U.S.C. §507 (a)(7).

☐ Taxes or penalties owed to governmental units – 11 U.S.C. §507 (a)(8).

☐ Other – Specify applicable paragraph of 11 U.S.C. §507 (a)(__).

Amount entitled to priority:

**Amounts are subject to adjustment on 4/1/13 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment.*

6. **Credits:** The amount of all payments on this claim has been credited for the purpose of making this proof of claim.

7. **Documents:** Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. You may also attach a summary. Attach redacted copies of documents providing evidence of perfection of a security interest. You may also attach a summary (*See instruction7 and definition of "redacted" on reverse side.)*

DO NOT SEND ORIGINAL DOCUMENTS. ATTACHED DOCUMENTS MAY BE DESTROYED AFTER SCANNING.
If the documents are not available, please explain:

Date: *April 29, 2011*

Signature: The person filing this claim must sign it. Sign and print name and title, if any, of the creditor or other person authorized to file this claim and state address and telephone number if different from the notice address above. Attach copy of power of attorney, if any.

/s Craig Edelman as Creditor's Authorized Agent
972.643.6600

FOR COURT USE ONLY

Penalty for presenting fraudulent claim: Fine of up to $500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571.

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF SOUTH CAROLINA
CHARLESTON DIVISION

IN RE:	§	
	§	CASE NO. 11-02619-JEW
MELISSA JEAN MARKS	§	
	§	CHAPTER 13
AKA MELISSA JEAN TANNER	§	
	§	JUDGE JOHN E. WAITES

EXHIBIT A
ITEMIZATION OF CLAIM AND SUMMARY OF SUPPORTING DOCUMENTS FOR CLAIM OF NATIONSTAR MORTGAGE, LLC REGARDING CERTAIN COLLATERAL DESCRIBED AS:
209 PRESIDENTIAL CT, ROUND O, SOUTH CAROLINA 29474

SECTION 1. ITEMIZATION OF CLAIM

• **Total Debt (As of April 20, 2011)**	**$73,301.84**
• **Interest Rate as of April 20, 2011**	**7.00%**
• **Interest from Last Paid Installment**	**$283.96**
• **Detail of Pre-Petition Arrearage through April 20, 2011**	
TOTAL PRE-PETITION ARREARAGE:	$0.00
TOTAL ARREARAGE	**$0.00**

Your monthly payment amount may change due to an escrow requirement and/or interest rate adjustment. Your current payment amount and any upcoming changes are provided below:

Effective Date	Effective Amount
05/01/2011	$701.09

[redacted]
MIN: 100052550168409273

NOTE

OCTOBER 5, 2007 [Date] | Walterboro, [City] | SOUTH CAROLINA [State]

209 PRESIDENTIAL CT, ROUND O, SC 29474-4374
[Property Address]

1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. $76,000.00 (this amount is called "Principal"), plus interest, to the order of the Lender. The Lender is OLD SOUTH MORTGAGE CORP, A SOUTH CAROLINA CORPORATION.

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

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

2. INTEREST

Interest will be charged on unpaid principal until the full amount of Principal has been paid. I will pay interest at a yearly rate of 7.000%.

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

3. PAYMENTS

(A) Time and Place of Payments
I will pay principal and interest by making a payment every month.

I will make my monthly payment on the 1ST day of each month beginning on NOVEMBER 1, 2007. I will make these payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. Each monthly payment will be applied as of its scheduled due date and will be applied to interest before Principal. If, on OCTOBER 1, 2037, I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "Maturity Date."

I will make my monthly payments at
4 CARRIAGE LN
403
CHARLESTON, SC 29407
or at a different place if required by the Note Holder.

(B) Amount of Monthly Payments
My monthly payment will be in the amount of U.S. $505.63.

4. BORROWER'S RIGHT TO PREPAY

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

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

5. LOAN CHARGES

If a law, which applies to this loan and which sets maximum loan charges, is finally interpreted so that the interest or other loan charges collected or to be collected in connection with this loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any

Initials: [signature]

sums already collected from me which exceeded permitted limits will be refunded to me. The Note Holder may choose to make this refund by reducing the Principal I owe under this Note or by making a direct payment to me. If a refund reduces Principal, the reduction will be treated as a partial Prepayment.

6. BORROWER'S FAILURE TO PAY AS REQUIRED

(A) Late Charge for Overdue Payments

If the Note Holder has not received the full amount of any monthly payment by the end of 15 calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be 5.000% of my overdue payment of principal and interest. I will pay this late charge promptly but only once on each late payment.

(B) Default

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

(C) Notice of Default

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

(D) No Waiver By Note Holder

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

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

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

7. GIVING OF NOTICES

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

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

8. OBLIGATIONS OF PERSONS UNDER THIS NOTE

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

9. WAIVERS

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

10. UNIFORM SECURED NOTE

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

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which

Initials: [redacted]

[redacted]

Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

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

MELISSA MARKS (Seal)

PAY TO THE ORDER OF
FLAGSTAR BANK, FSB
WITHOUT RECOURSE

OLD SOUTH MORTGAGE CORP.

BY: _____

PRINTED NAME: _____

ITS: _____

VOID
NOTE ENDORSEMENT

PAY TO THE ORDER OF
Flagstar Bank, FSB
WITHOUT RECOURSE
Old South Mortgage Corp

By: Sandra Yavello
Sandra Yavello
Loan Operations Associate

[Sign Original Only]

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After Recording Return To:
FLAGSTAR BANK
5151 CORPORATE DRIVE
TROY, MI 48098
FINAL DOCUMENTS, MAIL STOP M-530-3

200700039539
Filed for Record in
COLLETON COUNTY SC
KARLA DADDIECD
10-09-2007 At 09:14 am.
MORTGAGE 18.00
OR Volume 1567 Page 193 - 204
200700039539
DORCAS M TUTEN
ATTORNEY AT LAW

This instrument was prepared by:

[redacted]

[Space Above This Line For Recording Data]

MORTGAGE

MIN 100052550168409273

DEFINITIONS
Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.
(A) "Security Instrument" means this document, which is dated OCTOBER 5, 2007, together with all Riders to this document.
(B) "Borrower" is Melissa Marks.

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

Lender is a CORPORATION, organized and existing under the laws of SOUTH CAROLINA.
Lender's address is 4 CARRIAGE LN, 403, CHARLESTON, SC 29407.

(E) "Note" means the promissory note signed by Borrower and dated OCTOBER 5, 2007. The Note states that Borrower owes Lender **********SEVENTY SIX THOUSAND AND NO/100********** Dollars (U.S. $76,000.00) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than OCTOBER 1, 2037.
(F) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."
(G) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.
(H) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower [check box as applicable]:

- ☐ Adjustable Rate Rider
- ☐ Balloon Rider
- ☐ 1-4 Family Rider
- ☐ V.A. Rider
- ☐ Condominium Rider
- ☐ Planned Unit Development Rider
- ☐ Biweekly Payment Rider
- ☐ Second Home Rider
- ☒ Other(s) [specify] MANUFACTURED HOME RIDER

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

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[redacted]

(J) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.
(K) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.
(L) "Escrow Items" means those items that are described in Section 3.
(M) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.
(N) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on, the Loan.
(O) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.
(P) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. §2601 et seq.) and its implementing regulation, Regulation X (24 C.F.R. Part 3500), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.
(Q) "Successor in Interest of Borrower" means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

TRANSFER OF RIGHTS IN THE PROPERTY
This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to MERS (solely as nominee for Lender and Lender's successors and assigns) and to the successors and assigns of MERS the following described property located in the
COUNTY [Type of Recording Jurisdiction] of Colleton
[Name of Recording Jurisdiction]:

[redacted]

which currently has the address of 209 PRESIDENTIAL CT, ROUND O,
[Street] [City]
South Carolina 29474-4374 ("Property Address"):
[Zip Code]

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

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

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

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:
1. Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges. Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment charges and late charges due under the Note. Borrower shall also pay funds for Escrow Items pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in U.S. currency. However, if any check or other instrument received
Initials: [signature]

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by Lender as payment under the Note or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer.

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

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

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

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

3. Funds for Escrow Items. Borrower shall pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this Security Instrument as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under Section 5; and (d) Mortgage Insurance premiums, if any, or any sums payable by Borrower to Lender in lieu of the payment of Mortgage Insurance premiums in accordance with the provisions of Section 10. These items are called "Escrow Items." At origination or at any time during the term of the Loan, Lender may require that Community Association Dues, Fees, and Assessments, if any, be escrowed by Borrower, and such dues, fees and assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the phrase "covenant and agreement" is used in Section 9. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then be obligated under Section 9 to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 15 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section 3.

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

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

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

Initials: MM

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[redacted]

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

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

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, but only so long as Borrower is performing such agreement; (b) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which in Lender's opinion operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which can attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Within 10 days of the date on which that notice is given, Borrower shall satisfy the lien or take one or more of the actions set forth above in this Section 4.

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

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

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

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

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Unless Lender and Borrower otherwise agree in writing, any insurance proceeds, whether or not the underlying insurance was required by Lender, shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such insurance proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such insurance proceeds, Lender shall not be required to pay Borrower any interest or earnings on such proceeds. Fees for public adjusters, or other third parties, retained by Borrower shall not be paid out of the insurance proceeds and shall be the sole obligation of Borrower. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such insurance proceeds shall be applied in the order provided for in Section 2.

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

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

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

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

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

9. Protection of Lender's Interest in the Property and Rights Under this Security Instrument. If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions can include, but are not limited to: (a) paying any sums secured by a lien which has priority over this Security Instrument; (b) appearing in court; and (c) paying reasonable attorneys' fees to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Lender may take action under this Section 9, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section 9.

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

If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. Borrower shall not surrender the leasehold estate and interests herein conveyed or terminate or cancel the ground lease. Borrower shall not, without the express written consent of Lender, alter or amend the ground lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

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

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

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

As a result of these agreements, Lender, any purchaser of the Note, another insurer, any reinsurer, any other entity, or any affiliate of any of the foregoing, may receive (directly or indirectly) amounts that derive from (or might be characterized as) a portion of Borrower's payments for Mortgage Insurance, in exchange for sharing or modifying the

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mortgage insurer's risk, or reducing losses. If such agreement provides that an affiliate of Lender takes a share of the insurer's risk in exchange for a share of the premiums paid to the insurer, the arrangement is often termed "captive reinsurance." Further:

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

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

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

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

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

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

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

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

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

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

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

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

Subject to the provisions of Section 18, any Successor in Interest of Borrower who assumes Borrower's obligations under this Security Instrument in writing, and is approved by Lender, shall obtain all of Borrower's rights and benefits

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under this Security Instrument. Borrower shall not be released from Borrower's obligations and liability under this Security Instrument unless Lender agrees to such release in writing. The covenants and agreements of this Security Instrument shall bind (except as provided in Section 20) and benefit the successors and assigns of Lender.

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

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

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

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

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

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

18. Transfer of the Property or a Beneficial Interest in Borrower. As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

19. Borrower's Right to Reinstate After Acceleration. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of: (a) five days before sale of the Property pursuant to Section 22 of this Security Instrument; (b) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate; or (c) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees, property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument; and (d) takes such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue unchanged. Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity; or (d) Electronic Funds Transfer. Upon reinstatement by Borrower, this Security Instrument and obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Section 18.

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20. Sale of Note; Change of Loan Servicer; Notice of Grievance. The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Borrower. A sale might result in a change in the entity (known as the "Loan Servicer") that collects Periodic Payments due under the Note and this Security Instrument and performs other mortgage loan servicing obligations under the Note, this Security Instrument, and Applicable Law. There also might be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change which will state the name and address of the new Loan Servicer, the address to which payments should be made and any other information RESPA requires in connection with a notice of transfer of servicing. If the Note is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser.

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

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

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

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

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

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

23. Release. Upon payment of all sums secured by this Security Instrument, this Security Instrument shall become null and void. Lender shall release this Security Instrument. Borrower shall pay any recordation costs. Lender may charge Borrower a fee for releasing this Security Instrument, but only if the fee is paid to a third party for services rendered and the charging of the fee is permitted under Applicable Law.

24. Homestead Waiver. Borrower waives all rights of homestead exemption in the Property to the extent allowed by Applicable Law.

25. Waiver of Appraisal Rights. The laws of South Carolina provide that in any real estate foreclosure proceeding a defendant against whom a personal judgment is taken or asked may within 30 days after the sale of the mortgaged property apply to the court for an order of appraisal. The statutory appraisal value as approved by the court would be substituted for the high bid and may decrease the amount of any deficiency owing in connection with the transaction. TO THE EXTENT PERMITTED BY LAW, THE UNDERSIGNED HEREBY WAIVES AND RELINQUISHES THE STATUTORY

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APPRAISAL RIGHTS WHICH MEANS THE HIGH BID AT THE JUDICIAL FORECLOSURE SALE WILL BE APPLIED TO THE DEBT REGARDLESS OF ANY APPRAISED VALUE OF THE MORTGAGED PROPERTY. This waiver shall not apply so long as the Property is used as a dwelling place as defined in § 12-37-250 of the South Carolina Code of Laws.

26. Future Advances. The lien of this Security Instrument shall secure the existing indebtedness under the Note and any future advances made under this Security Instrument up to 150% of the original principal amount of the Note plus interest thereon, attorneys' fees and court costs.

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

Signed, sealed and delivered in the presence of:

Mary Margaret Wirth

Melissa Marks (Seal)
MELISSA MARKS

Dana Wirth

State of SOUTH CAROLINA
County of COLLETON

The foregoing instrument was acknowledged before me this 10/5/07 (date)
by Melissa Marks

(name of person acknowledged).

Dana Wirth
Signature of Person Taking Acknowledgement

My commission expires: 11/5/2016

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Exhibit "A"

All that certain piece, parcel or lot of land situate, lying and being South of Cottageville in the County of Colleton, State of South Carolina, as shown on a plat entitled "AN AS-BUILT SURVEY OF 1.03 ACRES TMS 168-00-00-147 LOT 7 – PRESIDENTIAL ESTATES SURVEYED FOR LEPAUL EDWARDS FLETCHER" prepared by Jerry L. Fowler, R.L.S. 15178, dated July 28, 2003, and recorded in the Office of the Clerk of Court for Colleton County in Plat Book 34 at Page 277. Said lot measuring and bounding as follows:

On the North measuring One Hundred Eighty-Seven and Fifty Hundredths (187.50') feet, more or less, and being bounded thereon by lands now or formerly of Jay P. Campbell, Jr.; on the East measuring Two Hundred Forty (240.00') feet, more or less, and being bounded thereon by lands now or formerly of Paul Walker; on the South measuring One Hundred Eighty-Seven and Fifty Hundredths (187.50') feet, more or less, and being bounded thereon by the Fifty (50') foot Right-of-Way of Presidential Court; and on the West measuring Two Hundred Forty (240.00') feet, more or less, and being bounded thereon by lands now or formerly of Paul Walker.

Subject to easements, restrictions, and rights of way of record.

This being the same property conveyed to Melissa Marks by deed of Paul Walker dated October 5, 2007 and recorded October 9, 2007 in the Office of the Register of Deeds for Colleton in Record Book 1567 at Page 190.

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[redacted]

MANUFACTURED HOME RIDER TO THE MORTGAGE/ DEED OF TRUST/TRUST INDENTURE

This Rider is made this 5TH day of OCTOBER, 2007, and is incorporated into and shall be deemed to amend and supplement the Mortgage/Deed of Trust/Trust Indenture (the "Security Instrument") of the same date given by the undersigned MELISSA MARKS

(the "Borrower")

to secure Borrowers' Note to OLD SOUTH MORTGAGE CORP, A SOUTH CAROLINA CORPORATION

(the "Note Holder")

of the same date (the "Note") and covering the property described in the Security Instrument and located at 209 PRESIDENTIAL CT, ROUND O, SC 29474-4374

(Property Address)

LEGAL DESCRIPTION:
THS #168-00-00-147

MODIFICATIONS: In addition to the covenants and agreements made in the Security Instrument, Borrowers and Note Holder further covenant and agree as follows:

A. PROPERTY:
Property, as the term is defined herein, shall also encompass the Manufactured Home described as follows:

Manufacturer's Name: OAKWOOD
Model Name: OAK/FR
Model Year: 2002 Model Number:
Serial Number(s): HONC07715247A&B
Width and Length:
which, by intention of the parties, shall constitute a part of the realty and shall pass with it.

B. ADDITIONAL COVENANTS OF BORROWER:
(a) Borrower(s) covenant and agree that they will comply with all state and local laws and regulations regarding the affixation of the Manufactured Home to the real property described herein including, but not limited to, surrendering the Certificate of Title (if required) and obtaining the requisite governmental approval and accompanying documentation necessary to classify the Manufactured Home as real property under state and local law.

Initials:

Instrument 200700039539 OR Volume 1567 Page 204

(b) That the Manufactured Home described above shall be, at all times, and for all purposes, permanently affected to and part of the real property legally described herein.
(c) Borrower(s) covenant that affixing the Manufactured Home to the real property legally described herein does not violate any zoning laws or other local requirements applicable to manufactured homes and further covenant that the Manufactured Homes has been delivered and installed to their satisfaction and is free from all defects.

By signing this, Borrower(s) agree to all of the above.

Melissa Marks (Seal)
MELISSA MARKS

UNITED STATES BANKRUPTCY COURT
DISTRICT OF SOUTH CAROLINA

IN RE: **Melissa Jean Marks** **209 Presidential Court** **Round O, SC 29474** **SSN xxx-xx-6701** **DEBTOR**	**CASE NO: 11-02619** **CHAPTER: 13** **NOTICE, CHAPTER 13 PLAN, MOTIONS TO VALUE SECURITY, AVOID JUDICIAL LIEN, AVOID A NONPURCHASE-MONEY, NONPOSSESSORY SECURITY INTEREST AND LIEN, AND/OR TO ASSUME OR REJECT AN EXECUTORY CONTRACT/UNEXPIRED LEASE**

I. NOTICE TO CREDITORS AND PARTIES IN INTEREST: The debtor[1] has filed a chapter 13 bankruptcy case and listed you as a creditor or interested party. The debtor has filed the following chapter 13 plan and motions which may affect your rights. **Failure to object may constitute an implied acceptance of and consent to the relief requested in this document.**

A. ADDITIONS, MODIFICATIONS, OR DELETIONS: All additions or modifications to the Court's form plan (See exhibits to SC LBR 3015-1 and 3015-2, "SC LBR" refers to the SC Local Bankruptcy Rules, available at www.scb.uscourts.gov) are highlighted by italics. Deletions are noted as "Not Applicable" or by striking through the deleted provisions. If changes are substantial or if an alternative plan is proposed, a cover sheet that summarizes and identifies the changes shall be filed and served herewith.

B. DEADLINE FOR FILING OBJECTIONS, NOTICE OF HEARING ON CONFIRMATION OF CHAPTER 13 PLAN AND MOTIONS: Objections to the motions and any provision of the plan must be made in accordance with SC LBR 9014-1, properly served, and filed with the United States Bankruptcy Court, 1100 Laurel Street, Columbia, SC 29201, within twenty-eight (28) days from the date this document is filed. Timely objections will be heard at the confirmation hearing, notice of which is given separately in the Notice of Meeting of Creditors. If a timely objection is filed after the confirmation hearing, a separate hearing on the objection will be scheduled and notice of such a hearing will be given. If no timely objection is filed, the Court, upon recommendation of the chapter 13 trustee and without further hearing or notice, may enter an order confirming the plan and granting the motions.

II. MOTION TO VALUE SECURITY, AVOID JUDICIAL LIEN, AVOID A NONPURCHASEMONEY, NONPOSSESSORY SECURITY INTEREST AND LIEN, AND/OR TO ASSUME OR REJECT AN EXECUTORY CONTRACT/UNEXPIRED LEASE. The debtor requests that confirmation of this plan alter the rights of the following creditor:

A. Nonpossessory, Nonpurchase-Money Lien: The debtor moves, pursuant to 11 U.S.C. § 522(f), to avoid the following nonpossessory, nonpurchase-money security interest and lien in household goods:

Name of creditor and description of property securing lien	Value of Debtor's interest in property	Total of all other liens	Exemption Claimed	Estimated security interest/debt	Security interest Not avoided (see IV(B)(4) below)	Security interest to be avoided (see IV(E) below)
N/A						

B. Judicial Lien: The debtor moves, pursuant to 11 U.S.C. § 522(f), to avoid the following judicial lien:[2]

Name of creditor and description of property securing lien	Value of Debtor's interest in property	Total of all other liens	Exemption Claimed	Estimated judicial lien	Judicial lien Not avoided (see IV(B)(4) below)	Judicial lien avoided (see IV(E) below)
N/A						

C. Valuation of Security: The debtor moves, in accordance with 11 U.S.C. § 506, to establish the value of a lien as follows:

[1] When used herein, the term "debtor" shall apply as applicable either in the singular or in the plural, if there are joint debtors in the case.
[2] For co-owned property, see In re Ware, 274 B.R. 206 (Bankr. D.S.C. 2001) and Exhibit C to SC LBR 4003-2.

Name of creditor and description of property securing lien N/A	Value of Debtor's interest in property	Holder and amount of superior liens	Estimate of creditor's claim	Value of lien (see IV(B)(4) below)	Unsecured claim after valuation (see IV(E) below)

D. Assumption or Rejection of Executory Contract/Unexpired Lease: The debtor moves for the assumption of the following executory contract and/or unexpired lease. The debtor agrees to abide by all terms of the agreement and to cure any pre-petition arrearage or default in the manner below. Any executory contract or unexpired lease not specifically mentioned is rejected.

Name of Creditor and lease or contract to be assumed N/A	Amount of regular payment	Estimated amount of Default (state if none)	Cure Provisions for any default paid by (Debtor or trustee)	Regular payments to be paid by Debtor directly to creditor beginning (month/year)

III. THE CHAPTER 13 PLAN: PAYMENT OBLIGATIONS OF THE DEBTOR.

A. Payments from the debtor to the chapter 13 trustee (the "trustee"): The debtor submits to the supervision and control of the trustee all or such portion of future earnings or other future income as is necessary for the execution of the plan. In addition, the debtor will pay to the trustee any portion of a recovery under a pre-petition claim or cause of action that constitutes disposable income or is not exempt.

The debtor shall pay to the trustee the sum of $170.00 per month for a period of 36 months, unless all allowed claims (other than long-term claims) are fully paid pursuant to the plan.

B. Payments from the debtor directly to creditors: The debtor shall pay all post-petition priority obligations, including but not limited to taxes and post-petition domestic support, and pay regular payments on assumed executory contracts or leases, directly to the holder of the claim as the obligations come due, unless otherwise ordered by the Court. The debtor may be required to pay some or a portion of pre-petition debts directly to a creditor in addition to required payments to the trustee, as indicated in paragraph II(D) above and/or in the paragraphs that follow.

IV. PLAN DISTRIBUTIONS TO CREDITORS. To receive a distribution from the trustee, a proof of claim, including adequate supporting documentation, must be filed with the Court. If a claim designated in this plan as secured is filed as an unsecured claim and the plan is confirmed, the claim may be treated as unsecured for purposes of plan distributions by the trustee. If a creditor files a proof of claim alleging that the claim is secured, but does not timely object to the confirmation of the plan and the claim is treated as unsecured in a confirmed plan, the claim may be treated as unsecured for purposes of plan distributions by the trustee. Confirmation of this plan does not bar a party in interest from objecting to a claim. The trustee, after the deduction of the trustee's commission and expenses, or the debtor, as indicated, shall make payments as follows:

A. Attorney for the debtor:

1. The debtor and the debtor's attorney have agreed to an attorney's fee in the amount of $3,000.00 for the services identified in the Rule 2016(b) disclosure statement filed in this case. The amount of $486.00 was paid prior to the filing of the case. The remaining fee shall be disbursed by the trustee as follows: Following confirmation of the plan and unless the Court orders otherwise, the trustee shall disburse $500.00 to the attorney from the initial disbursement.[3] Thereafter, the balance of the attorney's compensation as allowed by the Court shall be paid, to the extent then due, with all funds remaining each month after payment of allowed secured claims and pre-petition arrearages on domestic support obligations. In instances where an attorney assumes representation in a pending *pro se* case and a plan is confirmed, a separate order may be entered by the Court, without further notice, which allows for the payment of a portion of the attorney's fees in advance of payments to creditors.

2. If, as an alternative to the above treatment, the debtor's attorney has received a retainer and cost advance and agreed to file fee applications for compensation and expenses in this case pursuant to 11 U.S.C. § 330, the retainer and cost advance shall be held in trust until fees and expense reimbursements are approved by the Court. Prior to the filing of this case, the attorney has received $N/A and for plan confirmation purposes only, the fees and expenses of counsel are estimated at $N/A or less.

[3] The chapter 13 trustee shall not at any time disburse to the debtor's attorney more than: (a) the unpaid balance of (1) the fee to be paid under the plan pursuant to paragraph 1 herein, or (2) the fee previously applied for and authorized pursuant to paragraph 2 herein, plus (b) any supplemental fee then applied for and authorized under the terms of the applicable Procedures for Approval of Attorney's Fees in Chapter 13 Cases.

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B. Secured Creditor Claims: The plan treats secured claims as follows:

1. General Provisions: The terms of the debtor's pre-petition agreement with a secured creditor shall continue to apply except as modified by this plan, the order confirming the plan, or other order of the Court. Holders of secured claims shall retain liens to the extent provided by 11 U.S.C. § 1325(a)(5)(B)(i). Secured creditors paid the full secured claim provided for by this plan shall timely satisfy any liens in the manner required by applicable law or order of this Court. Any creditor holding a claim secured by property that is removed from the protection of the automatic stay by order, surrender, or through operation of the plan will receive no further distribution from the chapter 13 trustee on account of any secured claim. This also applies to creditors who may claim an interest in, or lien on, property that is removed from the protection of the automatic stay by another lienholder or released to another lienholder, unless the Court orders otherwise. Any funds that would have been paid to any such creditor will be distributed according to the remaining terms of the plan. (The preceding language does not apply if the sole reason for its application arises under 11 U.S.C. § 362(c)(3) or (c)(4)). Any creditor affected by this provision may file an itemized proof of claim for any unsecured deficiency within a reasonable time after the removal of the property from the protection of the automatic stay. Secured creditors that will be paid directly by the debtor may send standard payment and escrow notices, payment coupons, or inquiries about insurance, and such action will not be considered a violation of the automatic stay.

2. Long-term or mortgage debt. No default: The debtor is current on obligations to Nationstar Mortgage, LLC and will continue regular payments directly to that creditor. Description of collateral: Detitle mobile home and lot located at 209 Presidential Court, Round O, SC 29474

3. Long term or mortgage debt. Curing default: 11 U.S.C. 1322(b)(3) and/or (5):

a. Arrearage payments. The trustee shall pay the arrearage as stated in the creditor's allowed claim or as otherwise ordered by the Court to N/A at the rate of $N/A or more per month, for (describe collateral here), *including* 0% interest. The creditor shall apply trustee payments solely to those designated arrearages, i.e., those arrearages accruing before the month specified in (b) below. For so long as the debtor complies with this plan, a creditor may not declare a default based on any payment delinquency to be cured by this paragraph and the creditor shall not impose any post-petition fee on account of any arrearage paid by the trustee.

b. Maintenance of regular non-arrearage payments. Beginning N/A the Debtor shall pay directly to the creditor non-arrearage payments arising under the agreement with the secured creditor. The creditor shall apply each payment under this paragraph solely to post-petition obligations that accrue during or after the month specified herein.

4. Secured portion of claims altered by valuation and lien avoidance: The trustee shall pay N/A the sum of $N/A or more per month, *including* 5.25% interest until the secured claim of $N/A established above is paid in full. The remaining portion of the allowed claim will be treated as a general unsecured claim.

5. Other secured debts (allowed claim to be paid in full without valuation or avoidance of lien): The trustee shall pay N/A the sum of $N/A or more per month, *including* 5.25% interest until the allowed secured claim is paid in full.

The trustee shall pay N/A the sum of $N/A or more per month, *including* 5.25% interest until the allowed secured claim is paid in full.

6. Surrender of property: The debtor will surrender the following property upon confirmation of the plan. The order confirming plan shall terminate the automatic stay as to that property: N/A. Any creditor affected by this provision may file an itemized proof of claim for any unsecured deficiency within a reasonable time after the surrender of the property.

7. Secured tax debt: The trustee shall pay N/A the sum of $N/A or more per month until the (net balance or value) of creditor's secured claim *including* N/A% interest has been paid. If the lien is to be valued, the debtor shall file a separate motion to value the claim and establish priority of any remaining tax obligations. If a tax priority creditor files a claim designated as secured, is not treated as secured in this paragraph, and does not timely object to confirmation of this plan, then the claim may be paid as a priority claim for purposes of distributions from the trustee.

C. Priority Creditors: Priority claims shall be paid as follows:

1. Domestic Support Claims. 11 U.S.C. § 507(a)(1):

a. Pre-petition arrearages. The trustee shall pay the pre-petition domestic support obligation arrearage to N/A, at the rate of $N/A or more per month until the balance, without interest, is paid in full.

b. The debtor shall pay all post-petition domestic support obligations as defined in 11 U.S.C. § 101(14A) on a timely basis directly to the creditor.

c. Any party entitled to collect child support or alimony under applicable non-bankruptcy law may collect those obligations coming due after this case was filed from the income or assets of the debtor-parent/spouse without further order or relief from the automatic stay. (Any claim for child support or alimony due before this case was filed must be collected in accordance with 11 U.S.C. § 507(a)(1) and 11 U.S.C. § 1322(a)(2))

2. Other Priority debt. The trustee shall pay all remaining pre-petition 11 U.S.C. § 507 priority claims on a *pro rata* basis.

D. Executory Contracts and Unexpired Leases: Regular payments that arise post-petition under an executory contract or lease that is being assumed shall be paid directly by the debtor according to the terms of the contract or lease. Pre-petition defaults will be cured by payments of the sum of $N/A or more per month by the trustee or the debtor according to paragraph II(D). Claims arising from the rejection of executory contracts or leases shall be general unsecured claims unless otherwise ordered by the Court.

E. General Unsecured Creditors: General unsecured creditors shall be paid allowed claims *pro rata* by the trustee to the extent that funds are available after payment of all other allowed claims. The debtor does not propose to pay 100% of general unsecured claims.

V. PROPERTY OF THE ESTATE, STATUS AND OBLIGATIONS OF THE DEBTOR AFTER CONFIRMATION: Upon confirmation of the plan, property of the estate will remain property of the estate, but possession of property of the estate shall remain with the debtor. The chapter 13 trustee shall have no responsibility regarding the use or maintenance of property of the estate. The debtor is responsible for protecting the non-exempt value of all property of the estate and for protecting the estate from any liability resulting from operation of a business by the debtor. Nothing herein is intended to waive or affect adversely any rights of the debtor, the trustee, or party with respect to any causes of action owned by the debtor.

Date: 4/20/2011

BY: Robert R. Meredith, Jr.
Robert R. Meredith, Jr.
Elizabeth R. H. Jenkins
Meredith Law Firm, LLC
Attorneys for Debtors
District Court ID No. 6152
4000 Faber Place Drive, Suite 120
North Charleston, SC 29405
843-529-9000

Melissa Jean Marks
Melissa Jean Marks

CERTIFICATE OF SERVICE

The above signing parties certify that the foregoing Notice, Plan and Motions was served on all creditors and parties in interest entitled to such notice on the above stated date. The parties served are individually listed on the accompanying list or mailing matrix.

VIA US MAIL
(see attached list)

ELECTRONICALLY

James M. Wyman, Esquire
Chapter 13 Trustee
PO Box 997
Mt. Pleasant, SC 29465-0997

Date: 4/20/2011

/s/ Patricia Clark
Patricia Clark, Legal Assistant to
Robert R. Meredith, Jr.
Elizabeth R. H. Jenkins
Meredith Law Firm, LLC
Attorneys for Debtor
District Court ID No. 6152
4000 Faber Place Drive, Suite 120
North Charleston, SC 29405
843-529-9000

ALLIANCE ONE
4850 STREET RD.
SUITE 300
TREVOSE PA 19053

APPLIED BUSINESS SERVICES
PO BOX 910
EDENTON NC 27932

BANK OF AMERICA
PO BOX 17054
WILMINGTON DE 19850

BON SECOURS ST. FRANCIS HOSPITAL
PO BOX 602009
CHARLOTTE NC 28260

CITI
PO BOX 6241
SIOUX FALLS SD 57117

COLLETON COUNTY TREASURER
PO BOX 8
WALTERBORO SC 29488

GE MONEY BANK/SAM'S CLUB
PO BOX 981064
EL PASO TX 79998

GERALD GRENIER
209 PRESIDENTIAL COURT
ROUND O SC 29474

HOME DEPOT CREDIT SERVICES
PO BOX 653000
DALLAS TX 75265

INTERNAL REVENUE SERVICE
1835 ASSEMBLY ST.
MDP 03
COLUMBIA SC 29201

KORN LAW FIRM, PA
PO BOX 12369
COLUMBIA SC 29211

MANN BRACKEN LLP
TWO IRVING CENTRE
702 KING FARM BLVD.
ROCKVILLE MD 20850

MEDICAL DATA SYSTEMS INC
128 W CENTER AVE FL 2
SEBRING FL 33870

MEDICAL REVENUE SERVICES
PO BOX 1149
SEBRING FL 33871

MEREDITH LAW FIRM, LLC
4000 FABER PLACE DRIVE
SUITE 120
NORTH CHARLESTON SC 29405

NATIONSTAR MORTGAGE LLC
350 HIGHLAND DR
LEWISVILLE TX 75067

NCO FINANCIAL SYSTEMS INC.
PO BOX 12100
DEPARTMENT 64
TRENTON NJ 08650

PLANNED ADMINSTRATORS, INC.
PO BOX 6927
COLUMBIA SC 29260

ROPER HOSPITAL
PO BOX 62889
NORTH CHARLESTON SC 29419

ROPER HOSPITAL
PO BOX 602003
CHARLOTTE NC 28260

SC DEPARTMENT OF REVENUE
PO BOX 12265
COLUMBIA SC 29211

SC STUDENT LOAN CORP
PO BOX 21487
COLUMBIA SC 29221

SECURITY COLLECTION AGENCY
617 SOUNDSIDE ROAD
EDENTON NC 27932

SECURITY COLLECTION AGENCY/ABS
PO BOX 910
EDENTON NC 27932

SHELL CITI
PO BOX 6497
SIOUX FALLS SD 57117

THD/CBSD
PO BOX 6497
SIOUX FALLS SD 57117

WFNNB METRO STYLE
220 W SCHROCK RD
WESTERVILLE OH 43081

EXHIBIT

18

MEREDITH LAW FIRM, LLC

WWW.SCDEBTSOLUTIONS.COM

5000 THURMOND MALL, SUITE 300
COLUMBIA, SC 29201
TELEPHONE 803-451-5000
FACSIMILE 803-451-5040

4000 FABER PLACE DRIVE, SUITE 120
NORTH CHARLESTON, SC 29405
TELEPHONE 843-529-9000
FACSIMILE 843-529-9907

June 8, 2011

Melissa J. Marks
209 Presidential Ct.
Round O, SC 29474

RE: Amended Chapter 13 Plan

Dear Ms. Marks:

Enclosed you will find a copy of your Amended Chapter 13 Plan. Please note the change in your plan payment from $170.00 per month for 36 months to $170.00 per month for a period of 48 months. This change was necessary to resolve the objection filed by the Chapter 13 Trustee. Remember that your new payment applies to every payment including any payments you already mailed to the Chapter 13 Trustee and you must make up the difference in the current amount and any lower payments as soon as possible.

Please continue to send your payments to James Wyman, Chapter 13 Trustee at PO Box 110, Memphis, TN 38101-0110. Make certain your check or money order shows your case number 11-02619.

If you have any questions, please do not hesitate to contact my office. Take care.

With kindest regards, I remain

Sincerely,

Robert R. Meredith, Jr.

RRM/plc

Enclosure

UNITED STATES BANKRUPTCY COURT
DISTRICT OF SOUTH CAROLINA

IN RE: Melissa Jean Marks 209 Presidential Court Round O, SC 29474 SSN xxx-xx-6701 DEBTOR	CASE NO: 11-02619 CHAPTER: 13 NOTICE OF PLAN MODIFICATION BEFORE CONFIRMATION, AMENDED CHAPTER 13 PLAN, MOTIONS TO VALUE SECURITY, AVOID JUDICIAL LIEN, AVOID A NONPURCHASE-MONEY, NONPOSSESSORY SECURITY INTEREST AND LIEN, AND/OR TO ASSUME OR REJECT AN EXECUTORY CONTRACT/UNEXPIRED LEASE

I. NOTICE TO AFFECTED CREDITORS AND PARTIES IN INTEREST: The above-captioned debtor[1] previously proposed a chapter 13 plan and motions; debtor now moves, pursuant to 11 U.S.C. § 1323 and Fed. R. Bankr. P. 2002(a)(5), to modify the proposed plan and motions as detailed below:

The debtor's plan is amended to extend the length of the plan in order to resolve Chapter 13 Trustee's objection. No other specific creditor or other party in interest is directly affected by the change.

This modification to the chapter 13 plan and motions, and the remaining terms of the chapter 13 plan and motions set forth below, may affect your rights. Failure to object may constitute an implied acceptance of and consent to the relief requested.

A. ADDITIONS, MODIFICATIONS, OR DELETIONS: All additions or modifications to the Court's form plan (See exhibits to SC LBR 3015-1 and 3015-2, "SC LBR" refers to the SC Local Bankruptcy Rules, available at www.scb.uscourts.gov) are highlighted by italics. Deletions are noted as "Not Applicable" or by striking through the deleted provisions. If changes are substantial or if an alternative plan is proposed, a cover sheet that summarizes and identifies the changes shall be filed and served herewith.

B. DEADLINE FOR FILING OBJECTIONS, NOTICE OF HEARING ON CONFIRMATION OF CHAPTER 13 PLAN AND MOTIONS: Objections to the motions and any provision of the plan must be made in accordance with SC LBR 9014-1, properly served, and filed with the United States Bankruptcy Court, 1100 Laurel Street, Columbia, SC 29201, within twenty-eight (28) days from the date this document is filed. Timely objections will be heard at the confirmation hearing, notice of which is given separately in the Notice of Meeting of Creditors. If a timely objection is filed after the confirmation hearing, a separate hearing on the objection will be scheduled and notice of such a hearing will be given. If no timely objection is filed, the Court, upon recommendation of the chapter 13 trustee and without further hearing or notice, may enter an order confirming the plan and granting the motions.

II. MOTION TO VALUE SECURITY, AVOID JUDICIAL LIEN, AVOID A NONPURCHASEMONEY, NONPOSSESSORY SECURITY INTEREST AND LIEN, AND/OR TO ASSUME OR REJECT AN EXECUTORY CONTRACT/UNEXPIRED LEASE. The debtor requests that confirmation of this plan alter the rights of the following creditor:

A. Nonpossessory, Nonpurchase-Money Lien: The debtor moves, pursuant to 11 U.S.C. § 522(f), to avoid the following nonpossessory, nonpurchase-money security interest and lien in household goods:

Name of creditor and description of property securing lien	Value of Debtor's interest in property	Total of all other liens	Exemption Claimed	Estimated security interest/debt	Security interest Not avoided (see IV(B)(4) below)	Security interest to be avoided (see IV(E) below)
N/A						

B. Judicial Lien: The debtor moves, pursuant to 11 U.S.C. § 522(f), to avoid the following judicial lien:[2]

[1] When used herein, the term "debtor" shall apply as applicable either in the singular or in the plural, if there are joint debtors in the case.

[2] For co-owned property, see In re Ware, 274 B.R. 206 (Bankr. D.S.C. 2001) and Exhibit C to SC LBR 4003-2.

Name of creditor and description of property securing lien N/A	Value of Debtor's interest in property	Total of all other liens	Exemption Claimed	Estimated judicial lien	Judicial lien Not avoided (see IV(B)(4) below)	Judicial lien avoided (see IV(E) below)

C. Valuation of Security: The debtor moves, in accordance with 11 U.S.C. § 506, to establish the value of a lien as follows:

Name of creditor and description of property securing lien N/A	Value of Debtor's interest in property	Holder and amount of superior liens	Estimate of creditor's claim	Value of lien (see IV(B)(4) below)	Unsecured claim after valuation (see IV(E) below)

D. Assumption or Rejection of Executory Contract/Unexpired Lease: The debtor moves for the assumption of the following executory contract and/or unexpired lease. The debtor agrees to abide by all terms of the agreement and to cure any pre-petition arrearage or default in the manner below. Any executory contract or unexpired lease not specifically mentioned is rejected.

Name of Creditor and lease or contract to be assumed N/A	Amount of regular payment	Estimated amount of Default (state if none)	Cure Provisions for any default paid by (Debtor or trustee)	Regular payments to be paid by Debtor directly to creditor beginning (month/year)

III. THE CHAPTER 13 PLAN: PAYMENT OBLIGATIONS OF THE DEBTOR.

A. Payments from the debtor to the chapter 13 trustee (the "trustee"): The debtor submits to the supervision and control of the trustee all or such portion of future earnings or other future income as is necessary for the execution of the plan. In addition, the debtor will pay to the trustee any portion of a recovery under a pre-petition claim or cause of action that constitutes disposable income or is not exempt.

The debtor shall pay to the trustee the sum of $170.00 per month for a period of 48 months unless all allowed claims (other than long-term claims) are fully paid pursuant to the plan.

B. Payments from the debtor directly to creditors: The debtor shall pay all post-petition priority obligations, including but not limited to taxes and post-petition domestic support, and pay regular payments on assumed executory contracts or leases, directly to the holder of the claim as the obligations come due, unless otherwise ordered by the Court. The debtor may be required to pay some or a portion of pre-petition debts directly to a creditor in addition to required payments to the trustee, as indicated in paragraph II(D) above and/or in the paragraphs that follow.

IV. PLAN DISTRIBUTIONS TO CREDITORS. To receive a distribution from the trustee, a proof of claim, including adequate supporting documentation, must be filed with the Court. If a claim designated in this plan as secured is filed as an unsecured claim and the plan is confirmed, the claim may be treated as unsecured for purposes of plan distributions by the trustee. If a creditor files a proof of claim alleging that the claim is secured, but does not timely object to the confirmation of the plan and the claim is treated as unsecured in a confirmed plan, the claim may be treated as unsecured for purposes of plan distributions by the trustee. Confirmation of this plan does not bar a party in interest from objecting to a claim. The trustee, after the deduction of the trustee's commission and expenses, or the debtor, as indicated, shall make payments as follows:

A. Attorney for the debtor:

1. The debtor and the debtor's attorney have agreed to an attorney's fee in the amount of $3,000.00 for the services identified in the Rule 2016(b) disclosure statement filed in this case. The amount of $486.00 was paid prior to the filing of the case. The remaining fee shall be disbursed by the trustee as follows: Following confirmation of the plan and unless the Court orders otherwise, the trustee shall disburse $500.00 to the attorney from the initial disbursement.[3] Thereafter, the balance of the attorney's compensation as allowed by the Court shall be paid, to the extent then due, with all funds remaining each month after payment of allowed secured claims and pre-petition arrearages on domestic support obligations. In instances where an attorney assumes representation in a pending *pro se* case and a plan is confirmed, a separate order may be entered by the Court, without further notice, which allows for the payment of a portion of the attorney's fees in advance of payments

[3] The chapter 13 trustee shall not at any time disburse to the debtor's attorney more than: (a) the unpaid balance of (1) the fee to be paid under the plan pursuant to paragraph 1 herein, or (2) the fee previously applied for and authorized pursuant to paragraph 2 herein, plus (b) any supplemental fee then applied for and authorized under the terms of the applicable Procedures for Approval of Attorney's Fees in Chapter 13 Cases.

to creditors.

2. If, as an alternative to the above treatment, the debtor's attorney has received a retainer and cost advance and agreed to file fee applications for compensation and expenses in this case pursuant to 11 U.S.C. § 330, the retainer and cost advance shall be held in trust until fees and expense reimbursements are approved by the Court. Prior to the filing of this case, the attorney has received $N/A and for plan confirmation purposes only, the fees and expenses of counsel are estimated at $N/A or less.

B. Secured Creditor Claims: The plan treats secured claims as follows:

1. General Provisions: The terms of the debtor's pre-petition agreement with a secured creditor shall continue to apply except as modified by this plan, the order confirming the plan, or other order of the Court. Holders of secured claims shall retain liens to the extent provided by 11 U.S.C. § 1325(a)(5)(B)(i). Secured creditors paid the full secured claim provided for by this plan shall timely satisfy any liens in the manner required by applicable law or order of this Court. Any creditor holding a claim secured by property that is removed from the protection of the automatic stay by order, surrender, or through operation of the plan will receive no further distribution from the chapter 13 trustee on account of any secured claim. This also applies to creditors who may claim an interest in, or lien on, property that is removed from the protection of the automatic stay by another lienholder or released to another lienholder, unless the Court orders otherwise. Any funds that would have been paid to any such creditor will be distributed according to the remaining terms of the plan. (The preceding language does not apply if the sole reason for its application arises under 11 U.S.C. § 362(c)(3) or (c)(4)). Any creditor affected by this provision may file an itemized proof of claim for any unsecured deficiency within a reasonable time after the removal of the property from the protection of the automatic stay. Secured creditors that will be paid directly by the debtor may send standard payment and escrow notices, payment coupons, or inquiries about insurance, and such action will not be considered a violation of the automatic stay.

2. Long-term or mortgage debt. No default: The debtor is current on obligations to Nationstar Mortgage, LLC and will continue regular payments directly to that creditor. Description of collateral: Detitle mobile home and lot located at 209 Presidential Court, Round O, SC 29474

3. Long term or mortgage debt. Curing default: 11 U.S.C. 1322(b)(3) and/or (5):

a. Arrearage payments. The trustee shall pay the arrearage as stated in the creditor's allowed claim or as otherwise ordered by the Court to N/A at the rate of $N/A or more per month, for (describe collateral here), *including* 0% interest. The creditor shall apply trustee payments solely to those designated arrearages, i.e., those arrearages accruing before the month specified in (b) below. For so long as the debtor complies with this plan, a creditor may not declare a default based on any payment delinquency to be cured by this paragraph and the creditor shall not impose any post-petition fee on account of any arrearage paid by the trustee.

b. Maintenance of regular non-arrearage payments. Beginning N/A the Debtor shall pay directly to the creditor non-arrearage payments arising under the agreement with the secured creditor. The creditor shall apply each payment under this paragraph solely to post-petition obligations that accrue during or after the month specified herein.

4. Secured portion of claims altered by valuation and lien avoidance: The trustee shall pay N/A the sum of $N/A or more per month, *including* 5.25% interest until the secured claim of $N/A established above is paid in full. The remaining portion of the allowed claim will be treated as a general unsecured claim.

5. Other secured debts (allowed claim to be paid in full without valuation or avoidance of lien): The trustee shall pay N/A the sum of $N/A or more per month, *including* 5.25% interest until the allowed secured claim is paid in full.

The trustee shall pay N/A the sum of $N/A or more per month, *including* 5.25% interest until the allowed secured claim is paid in full.

6. Surrender of property: The debtor will surrender the following property upon confirmation of the plan. The order confirming plan shall terminate the automatic stay as to that property: N/A. Any creditor affected by this provision may file an itemized proof of claim for any unsecured deficiency within a reasonable time after the surrender of the property.

7. Secured tax debt: The trustee shall pay N/A the sum of $N/A or more per month until the (net balance or value) of creditor's secured claim *including* N/A% interest has been paid. If the lien is to be valued, the debtor shall file a separate

motion to value the claim and establish priority of any remaining tax obligations. If a tax priority creditor files a claim designated as secured, is not treated as secured in this paragraph, and does not timely object to confirmation of this plan, then the claim may be paid as a priority claim for purposes of distributions from the trustee.

C. Priority Creditors: Priority claims shall be paid as follows:

1. Domestic Support Claims. 11 U.S.C. § 507(a)(1):

a. Pre-petition arrearages. The trustee shall pay the pre-petition domestic support obligation arrearage to N/A, at the rate of $N/A or more per month until the balance, without interest, is paid in full.

b. The debtor shall pay all post-petition domestic support obligations as defined in 11 U.S.C. § 101(14A) on a timely basis directly to the creditor.

c. Any party entitled to collect child support or alimony under applicable non-bankruptcy law may collect those obligations coming due after this case was filed from the income or assets of the debtor-parent/spouse without further order or relief from the automatic stay. (Any claim for child support or alimony due before this case was filed must be collected in accordance with 11 U.S.C. § 507(a)(1) and 11 U.S.C. § 1322(a)(2).)

2. Other Priority debt. The trustee shall pay all remaining pre-petition 11 U.S.C. § 507 priority claims on a *pro rata* basis.

D. Executory Contracts and Unexpired Leases: Regular payments that arise post-petition under an executory contract or lease that is being assumed shall be paid directly by the debtor according to the terms of the contract or lease. Pre-petition defaults will be cured by payments of the sum of $N/A or more per month by the trustee or the debtor according to paragraph II(D). Claims arising from the rejection of executory contracts or leases shall be general unsecured claims unless otherwise ordered by the Court.

E. General Unsecured Creditors: General unsecured creditors shall be paid allowed claims *pro rata* by the trustee to the extent that funds are available after payment of all other allowed claims. The debtor does not propose to pay 100% of general unsecured claims.

V. PROPERTY OF THE ESTATE, STATUS AND OBLIGATIONS OF THE DEBTOR AFTER CONFIRMATION: Upon confirmation of the plan, property of the estate will remain property of the estate, but possession of property of the estate shall remain with the debtor. The chapter 13 trustee shall have no responsibility regarding the use or maintenance of property of the estate. The debtor is responsible for protecting the non-exempt value of all property of the estate and for protecting the estate from any liability resulting from operation of a business by the debtor. Nothing herein is intended to waive or affect adversely any rights of the debtor, the trustee, or party with respect to any causes of action owned by the debtor.

Date: 12/8/11

BY: _____

Robert R. Meredith, Jr.
~~Elizabeth R. H.~~ Jenkins
Meredith Law Firm, LLC
Attorneys for Debtors
District Court ID No. 6152
4000 Faber Place Drive, Suite 120
North Charleston, SC 29405
843-529-9000

CERTIFICATE OF SERVICE

The above signing parties certify that the foregoing Notice, Plan and Motions was served on all creditors and parties in interest entitled to such notice on the above stated date. The parties served are individually listed on the accompanying list or mailing matrix.

VIA US MAIL
Melissa Jean Marks
209 Presidential Court
Round O, SC 29474

ELECTRONICALLY

James M. Wyman, Esquire
Chapter 13 Trustee
PO Box 997
Mt. Pleasant, SC 29465-0997

Date: 6/8/11

Patricia Clark

Patricia Clark, Legal Assistant to
Robert R. Meredith, Jr.
Elizabeth R. H. Jenkins
Meredith Law Firm, LLC
Attorneys for Debtor
District Court ID No. 6152
4000 Faber Place Drive, Suite 120
North Charleston, SC 29405
843-529-9000

EXHIBIT

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MEREDITH LAW FIRM, LLC

WWW.SCDEBTSOLUTIONS.COM

5000 THURMOND MALL, SUITE 300
COLUMBIA, SC 29201
TELEPHONE 803-451-5000
FACSIMILE 803-451-5040

4000 FABER PLACE DRIVE, SUITE 120
NORTH CHARLESTON, SC 29405
TELEPHONE 843-529-9000
FACSIMILE 843-529-9907

July 29, 2011

To Whom It May Concern

RE: Melissa Marks
Chapter 13 case no. 11-02619-jw

Dear Sir or Madam:

This firm represents the above-referenced debtor in her reorganization under Chapter 13 of the United States Bankruptcy Code. It is my understanding that the debtor is seeking monthly bill statements of her mortgage. This correspondence shall serve as confirmation that this firm authorizes you to speak with my client.

If you have any questions please contact this firm. Thank you for your cooperation in this matter.

With kindest regards, I remain

Sincerely,

Robert R. Meredith, Jr.

Cc: Melissa J. Marks
209 Presidential Court
Round O, SC 29474

EXHIBIT

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USA TODAY

Hitting Home: Homeowners fight for their mortgage rights

Updated 6/26/2008 7:37 PM

By Kevin McCoy, USA TODAY

By Kyle Kaener for USA TODAY

Eunice Anderson went through Chapter 13 to catch up on her debts only to have her lender tell her she owed more than $10,000 in late payments and fees.

Beset by financial problems in 2002, Eunice Anderson fell months behind in the mortgage payments on her four-bedroom ranch in Redford Township, Mich., near Detroit.

Anderson, 48, a medical insurance auditor, says she was unable to refinance or negotiate a relief plan with her lender, Countrywide Financial (CFC). Facing foreclosure, she filed a Chapter 13 bankruptcy petition that let her keep her home while she paid more than $11,000 in debt.

CHART: The USA's largest mortgage-servicing companies

FORECLOSURES: New faces join ranks of nation's homeless

LAWSUITS: California and Illinois sue Countrywide, Mozilo

She emerged from bankruptcy three years later with a court-filed certification that she had paid in full.

But weeks later, Countrywide notified Anderson she still owed more than $10,000 in late payments and other fees, and threatened to foreclose.

"I thought when I came out of bankruptcy, I was paid up and current," says Anderson, who felt her only option was to seek bankruptcy protection for a second time. "I think it's kind of unfair."

She's now a plaintiff in a federal lawsuit that seeks class-action status and alleges that Countrywide, the nation's largest home lender, disregarded bankruptcy-court rules by billing for unwarranted fees.

The case, being fought amid what the Mortgage Bankers Association says is the highest level of foreclosures since 1979, is among scores of lawsuits accusing the lightly regulated companies that collect mortgage payments of violating borrowers' rights, a USA TODAY review of court and government records shows.

The lawsuits typically include allegations that mortgage-servicing firms mishandle borrower payments, triggering unwarranted late charges or defaults; bill homeowners for more than they owe; charge for unneeded and expensive property insurance; and disregard bankruptcy-court rules.

Countrywide, whose shareholders on Wednesday approved an expected July takeover by Bank of America (BAC), is a prominent defendant in some of the litigation. The attorneys general of Illinois and California sued the company Wednesday for alleged deceptive practices, including mortgage-servicing abuses. But cases across the nation also focus on

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other mortgage-servicing firms, including some owned by major investment banks.

"We see huge numbers of problems with this industry," says Tara Twomey, an attorney for the National Consumer Law Center, which represents low-income clients.

Countrywide and other mortgage servicers reject any notion that their practices have been improper. "Reports alleging that mortgage servicers are systematically charging excessive fees and using the bankruptcy process to push borrowers into foreclosure, or abusing the process more generally, are inaccurate," Steve Bailey, Countrywide's loan administration chief, wrote in testimony submitted at a May congressional hearing.

But homeowners nationwide say the firms have violated housing laws, bankruptcy rules or both:

•In a Pennsylvania bankruptcy case similar to Anderson's, Judge Thomas Agresti in May dismissed a proposed settlement of a case that included allegations Countrywide used fabricated letters in its bid to foreclose on the home of Sharon Hill in Monroeville, Pa. The letters contained purported notifications of increases in Hill's mortgage payments during the bankruptcy process. But Countrywide never sent them to Hill, court records show. They were "misrepresented as bona fide payment-change letters," a bankruptcy trustee alleged in a June 9 court filing.

Agresti called that a sign "something is not right in Denmark."

•In New Hampshire, Michael Dillon, a handyman and former freelance stage technician, won a 2005 state court decision upholding his allegations that Fairbanks Capital improperly tried to foreclose on his Manchester home.

Judge Gillian Abramson issued a contempt ruling after concluding Fairbanks had "created a predatory scheme of penalties," in part by billing him for fees for which Dillon "did not receive any notice." The ruling ordered the firm to give Dillon a chance to reinstate the mortgage "without penalties." The litigation is continuing.

•In Louisiana, a bankruptcy-court review of accounting by Wells Fargo Home Mortgage (WFC) found the firm's servicing arm collected nearly $25,000 more from Michael Jones than he owed on his Mandeville home. Judge Elizabeth Magner ordered a refund and told Wells Fargo to pay more than $67,000 in sanctions and damages. The firm has appealed.

•And in Illinois, a lawsuit that consolidated 18 cases from 10 states accuses Ocwen Financial (OCN) of engaging in a "nationwide scheme of illegal, unfair, unlawful and deceptive business practices" involving improper fees, costs and other charges. The case is in settlement negotiations, court records show.

Separately, EMC Mortgage and its former parent, Bear Stearns, notified investors in March that the Federal Trade Commission staff believes the firms "have violated certain federal consumer protection statutes" with their mortgage-servicing practices. JPMorgan Chase (JPM) acquired the servicing firm in May with its purchase of Bear Stearns. EMC said it expects negotiations to avoid a federal lawsuit.

This month, the firm also agreed to settle a federal lawsuit filed by Excel and Annie Ward, said Kenneth Mayfield, the lawyer for the Mississippi homeowners. They accused EMC of failing to refund more than $4,100 they were owed from an insurance settlement.

Along with the EMC investigation, the FTC is assessing whether other mortgage servicers and lenders "are making deceptive claims," agency Chairman William Kovacic wrote in a June 4 letter to Sen. Chuck Schumer, D-N.Y.

'Abuse' of bankruptcy process

The FTC action comes five years after it reached a

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$40 million settlement with Fairbanks Capital to resolve allegations the company failed to post borrowers' mortgage payments on time, charged unauthorized fees and used dishonest or abusive debt-collection practices.

Fairbanks subsequently changed its name to Select Portfolio Servicing. The renamed company, now owned by Credit Suisse, (CS) has been the subject of similar complaints to the FTC since the settlement.

The Executive Office for U.S. Trustees, the Justice Department agency that oversees bankruptcy cases, has intervened or filed actions in 16 cases involving Countrywide, GMAC Mortgage Loans, NovaStar Mortgage or Washington Mutual Bank (WM). The cases were filed in eight states.

Similar action could come in more than 30 other cases, agency director Clifford White said at the congressional hearing.

He said most of the cases involve people who fell behind on their mortgages and filed for Chapter 13 bankruptcy protection, a process designed to help debtors repay what they owe over months or years.

"Countrywide's failure to ensure the accuracy of its claims and pleadings has resulted in an abuse of the bankruptcy process," U.S. Trustee Donald Walton alleged in a Georgia bankruptcy-court complaint filed in February.

The action accuses the firm of "engaging in bad faith conduct" in the bankruptcy of John and Robin Atchley by accepting payments made on the couple's behalf even though they "had already paid Countrywide's claim in full." The complaint said Countrywide's alleged actions were "not an isolated incident." The firm moved to dismiss the case in May.

In a similar conclusion, a November research study by Katherine Porter, a University of Iowa law professor, found mortgage and servicing companies "frequently do not comply with applicable law."

Fees charged to borrowers "are often poorly identified, making it impossible to verify if such charges are legally permissible or accurate," concluded the report, which analyzed 1,700 recent Chapter 13 bankruptcy cases. Struggling homeowners who have avoided bankruptcy may have it worse, Porter concluded, because they lack bankruptcy-court safeguards.

"I am also concerned that ... the practices of these companies may not be limited to bankruptcy cases," said Sen. Russell Feingold, D-Wis., at the May hearing.

Incentives to overcharge?

A generation ago, home buyers often got a mortgage from a local bank, which serviced the mortgage by sending monthly statements, collecting payments and assessing penalties for late or missed payments.

Today, however, home borrowers may get mortgages through a bank, a mortgage corporation, a mortgage broker or a financial institution. The original lender frequently sells the loan. And mortgages often are packaged into Wall Street securities backed by the income from borrower repayments.

The mortgage-servicing function also has changed. Servicing companies, some owned by mortgage firms or investment banks, handle the monthly notices, collections and late-fee assessments and other penalties. They also manage foreclosures when borrowers default.

Mortgage servicers typically receive fees ranging from 0.25% to 1.375% of the note's principal for each loan, Porter found. The servicers also keep part or all of late charges and other default fees, her analysis showed.

That gives mortgage servicers "a financial incentive to impose additional fees on consumers," a process that could result in foreclosures, Porter concluded.

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Countrywide President David Sambol stressed the importance of servicing fees in the company's third-quarter earnings conference call last year.

Referring to the increased operating costs caused by mortgage delinquencies, Sambol said those expenses "tend to be fully offset by increases in ancillary income in our servicing operation, greater fee income from items like late charges" and from "our businesses involved in foreclosure trustee and default title services and property inspection services."

As Sambol addressed Wall Street analysts, Countrywide reported $764 million in operating earnings from mortgage servicing, up from $518 million for the third quarter in 2006. The earnings have since declined amid lower interest rates and faster mortgage prepayments, Countrywide says.

Borrower grievances about mortgage servicing account for about one-third of all mortgage-related complaints received by the U.S. Department of Housing and Urban Development. HUD has received more than 1,000 mortgage-servicing complaints during the last five years.

FTC records contain similar consumer complaints about alleged abuses.

For example, a November 2006 complaint states Select Portfolio Servicing notified one homeowner she was four payments behind, an allegation the woman, whose name was redacted from the complaint, said was untrue.

She also alleged in the FTC complaint that the servicing company placed insurance on her property "when she had insurance already."

Some recent court rulings have sided with homeowners who accused servicers of abuses.

In a March 5 opinion, Bankruptcy Court Judge Jeff Bohm criticized Countrywide and a law firm representing the mortgage giant for filing a motion that misrepresented the payment history of Texas homeowner William Parsley. Responding to court questions about the error, Countrywide's lawyers withdrew the motion. But the firm gave no assurance Parsley wouldn't be billed for related legal costs, court records show.

"What kind of culture promotes payment histories that are so confusing to the vast majority of persons, including attorneys and judges — not to mention borrowers — that it becomes necessary for legal assistants to 'simplify' them, leading to more errors and confusion?" Bohm asked.

The judge urged Countrywide to "re-evaluate its policies and procedures" to ensure that it doesn't "undermine the integrity of the bankruptcy-court system."

'My last resort'

The ruling addressed the same issue raised by Eunice Anderson.

She bought her home in 1999 for $129,000, put 5% of the purchase price down and got a Countrywide mortgage for the balance. Her monthly payment, including taxes and insurance, totaled $1,205, Anderson says.

Her grandmother's death and unexpected family expenses landed her in financial trouble in 2002. U nable to work out a solution with Countrywide, Anderson filed a Chapter 13 petition.

"Bankruptcy was my last resort. I was pretty stressed out," she says.

Through the court, she worked out a financial plan expected to cover the missed payments and penalties she owed Countrywide while simultaneously paying current mortgage bills.

The court confirmed the plan in January 2003. And, in January 2006, the bankruptcy trustee reported that Anderson had paid more than $11,700 in pre-bankruptcy mortgage and related debt and $46,287

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for mortgage bills after the bankruptcy petition.

Anderson was discharged from bankruptcy in April 2006. Soon afterward, Countrywide notified her she still owed nearly $11,743 in mortgage payments, escrow bills and other fees, court records show.

Anderson's attorneys allege in court filings that Countrywide misapplied payments she made during the bankruptcy proceeding and assessed "fictitious charges" not included in the repayment plan approved by the court.

Countrywide, in a June 3 court filing, said the loan charges challenged by Anderson were included in the claim the company submitted in her bankruptcy case. The company argued that because she did not challenge the charges during the bankruptcy court's confirmation proceedings, her claim should be dismissed.

In a similar case in Kansas involving EverHome Mortgage, Bankruptcy Court Judge Robert Berger ruled in May that the company violated the rights of borrowers Willie and Valerie Payne by not advising them of nearly $13,000 in costs and fees that allegedly accumulated during a bankruptcy proceeding. He ordered EverHome to pay $2,500 in punitive damages.

"When a lender silently accepts payments for over three years without notifying the borrower the payments are insufficient, when the borrower believes his taxes and insurance are being paid by his monthly payments to his lender, and when the borrower has no reason to know the lender is advancing taxes and insurance and thereby increasing borrower's indebtedness, the lender waives his right to recover the advances from the borrower," Berger wrote.

EverHome appealed the ruling, arguing that it was "contrary to the totality of evidence."

Berger denied the appeal on June 6.

Anderson hopes for a similar outcome in her battle.

"The only thing I look forward to is coming out of the bankruptcy and not being faced with another nightmare," she says. "It's frustrating, but I work through it."

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EXHIBIT

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November 8, 2011

Sent Via U.S. Standard Mail and Facsimile: (803) 734-4286

John T. Smith
Department of Consumer Affairs
3600 Forest Drive, 3rd Floor
P.O. Box 5757
Columbia, South Carolina 29250-5757

RE: Complaint Activity No. 1060983
Consumer: Melissa Marks
Loan No. 596566959

Dear Mr. Smith,

We are in receipt of your letter dated October 25, 2011 in which you brought to our attention the above referenced consumer's complaint. We thank you for bringing this matter to our attention and for allowing Nationstar Mortgage the opportunity to research the claims cited and provide a response.

First and foremost, we send our sincerest apology to Ms. Marks for any inconvenience or miscommunication that she may have experienced while working with Nationstar Mortgage LLC ("Nationstar"). It is our goal to provide exceptional service to each customer, and we truly apologize if she has received anything less.

Please be advised Nationstar Mortgage does not provide contractual statements or online access to customers that have been involved in bankruptcy unless the debt was reaffirmed. Should Ms. Marks have documentation substantiating that the debt was reaffirmed, she may submit it to our Bankruptcy Department via facsimile at (972) 315-7759.

Since the debt has not been reaffirmed through the Bankruptcy court, Nationstar Mortgage has agreed to send a payment coupon booklet in lieu of contractual statements. Our records indicate Ms. Marks was provided this booklet on November 8, 2011 via standard mail so that she may continue to remit monthly payments.

Please note that in order to comply with current bankruptcy guidelines, we ask that all future correspondence from Ms. Marks be directed as follows:

Nationstar Mortgage
Attn: Bankruptcy Department
350 Highland Drive
Lewisville, TX 75057

Email: Bankruptcy.Department@Nationstarmail.com
Phone: (800) 776-7751
Fax: (972) 353-6545

At Nationstar, our customers' business and total satisfaction are very important. Our Customer Service Department is available Monday through Thursday, 8:00 a.m. to 8:00 p.m. CDT, and 8:00 a.m. to 5:00 p.m. CDT, on Friday. The toll-free number is 1-888-480-2432

We thank you for bringing this matter to our attention. We trust that the information provided has satisfied your request. Should you have any questions, please do not hesitate to contact me directly.

Sincerely,

Lauren Summerville
Compliance Specialist
Nationstar Mortgage, LLC.
350 Highland Drive
Lewisville, TX 75067
Office 469-549-3366
Phone: 972-956-6403
Fax: 972-966-4520
Lauren.Summerville@nationstarmail.com

cc: Ms. Marks

If this debt is in or has been discharged in a bankruptcy proceeding, be advised this communication is not an attempt to collect a debt against you and any information obtained or given will be for informational purposes.

Date NOVEMBER 1 , 2011 Complaint No. 11-03780-62

The business you complained against has notified us that the following adjustment has been or is being made:

(a) Account closed and/or balance canceled: _____
(b) Amount of cash refund: _____
(c) Contract canceled: _____
(d) Satisfactory repairs: _____
(e) Merchandise replacement: _____
(f) Other: PLEASE SEE THE ENCLOSED REPLY TO YOUR COMPLAINT.

Unless we hear to the contrary, your file will be closed.
You may call 1-800-922-1594 (In State Only) or 803-734-4200.

JOHN SMITH
Consumer Services Division
SC Department of Consumer Affairs

EXHIBIT

22

Nationstar MORTGAGE

November 8, 2011

MELISSA MARKS
209 PRESIDENTIAL CT
ROUND O, SC 29474

RE: 596566959

Dear Borrower:

Our records show you have requested to receive a coupon booklet for your account. Please see the attached payment booklet. Your payment must be accompanied by this coupon. Please cut out the coupon and send it with your payment.

Please be advised that the enclosed letter is being sent for informational purposes per your request and should not be considered as an attempt to collect a debt.

As shown on the payment coupon, your payment should be sent to the following address for processing.

Nationstar Mortgage
P.O. Box 650783
Dallas, TX 75265-0783

Should you have any questions, please feel free to contact our office at 888-850-9344. Please note that if in fact this account is an adjustable rate mortgage, the amounts reflected in the coupon book may not reflect the actual amount for the month's stated and another letter will accompany this document upon any changes to the account.

Sincerely,

Nationstar Bankruptcy Department

Enclosures

DATE PAID _____ AMT _____ CHECK NO. _____

DATE DUE ---------- PAYMENT ----------

NATIONSTAR MORTGAGE
P.O. Box 650783
Dallas, TX 75265-0783

Payment No	Account Number	Date Due	Amount Due
	596566959	12/1/2011	$ 701.09

MELISSA MARKS
209 PRESIDENTIAL CT
ROUND O, SC 29474

Additional Principal
Additional Tax or Ins.
Late Charge
Other
Total Payment

COUPON MUST ACCOMPANY PAYMENT

DATE PAID _____ AMT _____ CHECK NO. _____

DATE DUE ---------- PAYMENT ----------

NATIONSTAR MORTGAGE
P.O. Box 650783
Dallas, TX 75265-0783

Payment No	Account Number	Date Due	Amount Due
	596566959	1/1/2012	$ 701.09

MELISSA MARKS
209 PRESIDENTIAL CT
ROUND O, SC 29474

Additional Principal
Additional Tax or Ins.
Late Charge
Other
Total Payment

COUPON MUST ACCOMPANY PAYMENT

DATE PAID _____ AMT _____ CHECK NO. _____

DATE DUE ---------- PAYMENT ----------

NATIONSTAR MORTGAGE
P.O. Box 650783
Dallas, TX 75265-0783

Payment No	Account Number	Date Due	Amount Due
	596566959	2/1/2012	$ 701.09

MELISSA MARKS
209 PRESIDENTIAL CT
ROUND O, SC 29474

Additional Principal
Additional Tax or Ins.
Late Charge
Other
Total Payment

COUPON MUST ACCOMPANY PAYMENT

DATE PAID _____ AMT _____ CHECK NO. ____

DATE DUE ---------- PAYMENT----------

NATIONSTAR MORTGAGE
P.O. Box 650783
Dallas, TX 75265-0783

Payment No	Account Number	Date Due	Amount Due
	596566959	3/1/2012	$ 701.09

MELISSA MARKS
209 PRESIDENTIAL CT
ROUND O, SC 29474

Additional Principal
Additional Tax or Ins.
Late Charge
Other
Total Payment

COUPON MUST ACCOMPANY PAYMENT

DATE PAID _____ AMT _____ CHECK NO. ____

DATE DUE ---------- PAYMENT----------

NATIONSTAR MORTGAGE
P.O. Box 650783
Dallas, TX 75265-0783

Payment No	Account Number	Date Due	Amount Due
	596566959	4/1/2012	$ 701.09

MELISSA MARKS
209 PRESIDENTIAL CT
ROUND O, SC 29474

Additional Principal
Additional Tax or Ins.
Late Charge
Other
Total Payment

COUPON MUST ACCOMPANY PAYMENT

DATE PAID _____ AMT _____ CHECK NO. ____

DATE DUE ---------- PAYMENT----------

NATIONSTAR MORTGAGE
P.O. Box 650783
Dallas, TX 75265-0783

Payment No	Account Number	Date Due	Amount Due
	596566959	5/1/2012	$ 701.09

MELISSA MARKS
209 PRESIDENTIAL CT
ROUND O, SC 29474

Additional Principal
Additional Tax or Ins.
Late Charge
Other
Total Payment

COUPON MUST ACCOMPANY PAYMENT

DATE PAID _____ AMT _____ CHECK NO. _____

DATE DUE ---------- PAYMENT----------

NATIONSTAR MORTGAGE
P.O. Box 650783
Dallas, TX 75265-0783

Payment No	Account Number	Date Due	Amount Due
	596566959	6/1/2012	$ 701.09

MELISSA MARKS
209 PRESIDENTIAL CT
ROUND O, SC 29474

Additional Principal
Additional Tax or Ins.
Late Charge
Other
Total Payment

COUPON MUST ACCOMPANY PAYMENT

DATE PAID _____ AMT _____ CHECK NO. _____

DATE DUE ---------- PAYMENT----------

NATIONSTAR MORTGAGE
P.O. Box 650783
Dallas, TX 75265-0783

Payment No	Account Number	Date Due	Amount Due
	596566959	7/1/2012	$ 701.09

MELISSA MARKS
209 PRESIDENTIAL CT
ROUND O, SC 29474

Additional Principal
Additional Tax or Ins.
Late Charge
Other
Total Payment

COUPON MUST ACCOMPANY PAYMENT

DATE PAID _____ AMT _____ CHECK NO. _____

DATE DUE ---------- PAYMENT----------

NATIONSTAR MORTGAGE
P.O. Box 650783
Dallas, TX 75265-0783

Payment No	Account Number	Date Due	Amount Due
	596566959	8/1/2012	$ 701.09

MELISSA MARKS
209 PRESIDENTIAL CT
ROUND O, SC 29474

Additional Principal
Additional Tax or Ins.
Late Charge
Other
Total Payment

COUPON MUST ACCOMPANY PAYMENT

DATE PAID _____ AMT _____ CHECK NO. _____

DATE DUE ---------- PAYMENT ----------

NATIONSTAR MORTGAGE
P.O. Box 650783
Dallas, TX 75265-0783

Payment No	Account Number	Date Due	Amount Due
	596566959	9/1/2012	$ 701.09

MELISSA MARKS
209 PRESIDENTIAL CT
ROUND O, SC 29474

Additional Principal
Additional Tax or Ins.
Late Charge
Other
Total Payment

COUPON MUST ACCOMPANY PAYMENT

DATE PAID _____ AMT _____ CHECK NO. _____

DATE DUE ---------- PAYMENT ----------

NATIONSTAR MORTGAGE
P.O. Box 650783
Dallas, TX 75265-0783

Payment No	Account Number	Date Due	Amount Due
	596566959	10/1/2012	$ 701.09

MELISSA MARKS
209 PRESIDENTIAL CT
ROUND O, SC 29474

Additional Principal
Additional Tax or Ins.
Late Charge
Other
Total Payment

COUPON MUST ACCOMPANY PAYMENT

DATE PAID _____ AMT _____ CHECK NO. _____

DATE DUE ---------- PAYMENT ----------

NATIONSTAR MORTGAGE
P.O. Box 650783
Dallas, TX 75265-0783

Payment No	Account Number	Date Due	Amount Due
	596566959	11/1/2012	$ 701.09

MELISSA MARKS
209 PRESIDENTIAL CT
ROUND O, SC 29474

Additional Principal
Additional Tax or Ins.
Late Charge
Other
Total Payment

COUPON MUST ACCOMPANY PAYMENT

EXHIBIT

23

Better Business Bureau®

In Dallas and Northeast Texas

BBB BUSINESS REVIEW

BBB ACCREDITED BUSINESS SINCE
11/03/2009

Nationstar Mortgage LLC (Headquarters)

Phone: (469) 549-2100

ACCREDITED BUSINESS

A+

BBB Accreditation

BBB Accredited since 11/03/2009

BBB accredited businesses pay a fee for accreditation, review, monitoring and for support of BBB services to the community.

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3 of 49 Locations are BBB Accredited

Reason for Rating

BBB rating is based on 16 factors. Click to learn more about the factors considered.

- [illegible]
- [illegible]
- [illegible]
- [illegible]
- [illegible]

Customer Complaints Summary

760 complaints closed with BBB in last 3 years | 379 closed in last 12 months

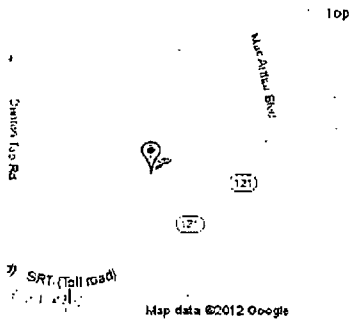
Complaint Type	Total Closed Complaints
[illegible]	[illegible]
[illegible]	[illegible]
[illegible]	[illegible]

Total Closed Complaints	760

Government Actions

Advertising Review

Additional Information



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In Dallas and Northeast Texas

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- Loan Companies
- Banks & Credit Unions
- Mortgages & Loan Modification
- Finance

Nationstar Mortgage

Consumer Complaints & Reviews

My parents have always made their house payments, I have record proof of it. They called my mom back in August of this year and told her that she had a credit of $800.00 in her escrow account. They asked her what she would like done with it. She asked them if they could apply it to her September payment and she could send in the rest to cover it. They said no problem. So September comes and before she sent in the difference, she got a foreclosure letter stating that she was behind $2623.98. Like I said, she had never ever missed a payment. We called them and (finally) got a hold of somebody. We asked them what was going on and they said we owed $1805.00 (a different amount then the paper stated) and the automated recording I got while waiting said $2100.00.

So I asked why she didn't know and put me on hold for ten minutes. When she finally came back on, she said she would get back to me about it. I also pointed out to her that there were payments shown on the records I requested that says they were paid from a forbearance account. But I have the receipts showing that she paid herself for those months. Also their records have tons of late fees that shouldn't be there, they have on their print outs that some of her monthly payments were applied in a lower amount then was paid (I have bank statements proving the actual amount paid). They are sending people out to her house to take pictures and insisted that my mother who has severe asthma walk out to the road to get a paper stating for her to call right away. She did and all they can say is that she owes the money but they wont explain why or prove why.

She got a call from them about 4 years ago saying that she was $600.00 behind on her taxes. They gave her the option to pay all of it at once or just add a little extra each month until it was paid. So instead of paying her usual $985.03 she started sending $1076.00 (that was what extra she could afford at the time not what they recommended) a month to pay it off. But it did not stop there because they changed it to where that was her new amount every month since. Now because they can't or won't explain just what it is that she owes, they say she has until the 11th of December to pay or get out? Well, merry flipping Curismas to them too!

Any suggestions where to turn for help? Or maybe where we can file a class action suit against them?

whomever they report to and I get an answer that there is nobody: No phone number, no nothing.

I have a sick feeling inside dealing with this company and will be taking our mortgage elsewhere. Here they have access to our banking account with the automatic mortgage payment. What really gets me is now we need to find another mortgage company and I'd bet we'll have new loan fees. I would never recommend this company, nor will I ever use them for any services. If there is a class action lawsuit, I would like to be part of it.

Sandra of Brighton, CO

11/14/11

Five years ago, we bought our house with Flagstar. Without our knowledge, we got sold to Nationstar Mortgage. We have continued to make payments through them, normally without any trouble. In February of 2011, Nationstar contacted us and said we had a shortage, all of a sudden, on our escrow account in the amount of $900. When I questioned why we automatically have this due, the representative stated that it is normal for this to happen. She said that if we choose to spread it out over the year, our payment would go up $175 extra per month. But if we pay the $900 in full at that time, our payment would not increase. So of course, we paid the additional $900 in addition to our regular payment.

The following month, I noticed that my mortgage payment increased $75, so of course I called them back. They explained that the mortgage still would need to go up an additional $75 to cover the escrow shortage. I didn't understand why, but I figured they knew what they were talking about. In August 2011, we realized that we were not going to be able to make our August payment on time as I am in college full time and my husband is the only one working. We immediately contacted Nationstar before the end of August to find out what our options were. We entered into a payment arrangement where we would be paying our full payments starting on September 30th, 2011, and an additional couple hundred each month for 4 months to pay off August's mortgage.

Everyday we continued to receive harassing phone calls on both the home phone and cell phone even though we made a payment arrangement and were told that we would not receive the harassing calls daily. Sometimes they would call 5 or more times per day. When September 30th came, we paid as agreed and the harassing phone calls continued, asking for more money. I told them that if I had more money, I wouldn't have needed this so called payment arrangement that they put me in.

So two weeks later, on October 12th, 2011 we decided that even though we just made the first of 4 payments that we agreed on, we were going to stretch ourselves to pay the balance on the August payment in full at that time, plus our October payment in full and while we were at it, we paid our November payment. I paid over the phone for a small fee and the representative was understanding (or so I thought) as I continuously clarified that this was what I was paying and she stated that she would 'note the account' that I was paying off my payment arrangement, my October payment and my November payment. I would not be due again till December 1, 2011. I was very adamant that she understood me. She did try to weasel more money out of me for late fees, etc. but I was firm that this was all I could do and I would have to work on the late fees as another time.

The house was quiet for 2 weeks. And then the phone calls were coming again. Since I am so used to ignoring Nationstar (or toll free numbers in general), I haven't been answering the phone and was unaware of what they wanted. Finally today I get on my account online to see what they're fussing about

Someone needs to do something to stop this because I don't want my parents to loose their house especially since they have paid faithfully every month, and I hate to think of all the people they have already rear ended so far. I wonder how they would like it because I would certainly like to rear end a few of them.

Genie of Union Gap, WA

11/18/11

Nationstar is unfortunately handling my Heloc since Morequity sold it to them - American General is the investor. Nationstar charges late charges, even if you aren't late, their figures are never correct, statements show "past due amounts that are incorrect." When you call, you get a different amount owed on their recording compared to what is on your statement, and their website is even worse with outdated figures. When you call, they tell you they don't know how to fix the problem. I asked to be transferred to American General, and I was "conveniently disconnected." So, why the **** are we putting up with this behavior? Let's join forces to get the service that we deserve and get Nationstar shut down.

Suzette of Penn Valley, CA

11/16/11

Since July 2011, I have yet to receive a correct accounting of my HELOC.

Robert of White, GA

11/16/11

Nationstar Mortgage sold my house while I was in the middle of doing the new government H.A.M.P program, while the the house was not to be sold in foreclosure. Until after I was either to be approved or denied the loan, which if denied I could of paid the payments that were behind and still owned my house. Nationstar is very disturbing and untrue to their words they put in a contract. This will be handled by an Attorney now.

Tina of Knoxville, TN

11/15/11

Our loan from First Horizon was bought by Nationstar Mortgage and our first payment to them was due in September 2011. Upon receiving a notice that our automatic mortgage withdrawal may not 'kick-in' and that we should send a payment by check, thus avoiding late fees and bad credit issues, we sent Nationstar a check. I've come to find out that NationStar did withdraw our house payment, and they also cashed our check. They never contacted us to inform we made a double payment. It's been two months that Nationstar has had our money and I am still fighting this company for a refund of the double payment (Who can afford a double payment these days?)

When talking to Nationstar's customer service, and getting nowhere, I ask for their manager, or

and it appears that they are trying to fraud me in the amount of what I last paid. My account says that my last payment received on October 12, 2011 was $973.79. However, I was sure that I paid over $2000 to them. So I called my bank and double checked for the payment to Nationstar on October 12, 2011; the bank verifies that it was exactly $2056.36. Where is the other thousand some odd dollars that I paid them? The bank verified that they can fax Nationstar a copy of the statement showing what I paid. So I have emailed Nationstar and I have yet to hear a response back.

I am certain that this company is defrauding me more so now than ever as the last payment received isn't even the correct figures. If a class action lawsuit is filed against this company, I would like to be a part of it. The representatives all give different stories each time you call, they sound like they haven't even finished high school and I doubt they even know what they're talking about. In the meantime, how do I go about getting my loan transferred to another company?

Tara of Marietta, OH

11/10/11

Applied for loan modification. Amtrust bank went under-loan sold to Nationstar. Nationstar claims loan not processed correctly, asked us to reapply. 8/22/11 denied with Nationstar. Upon review found $20k forced placed insurance, asked for refund. In good faith sent $65k cash to apply to $84k outstanding. 8/31 Nationstar moved to foreclose. House worth 1million loan balance approximately $284k.

Cary of North Reading, MA

11/9/11

I am writing just so everyone knows because I feel like this company should be addressed. I was with First Horizon Loans and then I find out that my loan had been sold. The bad thing is I have been through a divorce and remarried. I have tried to tell this company that I have the house so I still send mail to it.

It has been months of trying to get them to understand to stop sending it to my ex-husband because he doesn't give me the statements. The representative told me that I have to go online and print my statements every month now. I was like, why would you send it to my ex when I am telling you to just mail the statements to my house and I would send legal paperworks showing that I have a quick claim and it is my house. No one wanted to listen that I finally got one statement. Now, a few months later, I have finally gotten the whole big mess that I have been in with my ex almost fixed, and all the bills caught up that he left unpaid that I was unaware of. I have been doing all I can to keep the house within 30 days of payments. I have my payment due on the 1st and got a grace period until the 16th.

Today is November 6, 2011 and I got home from church and what do I get? I get a call telling me that I am late on my payment. I told her that I have until the 16th. Melissa told me, "Yes, you have a grace period but I will be calling you everyday from now on after the 6th." I told her that I get paid every 2 weeks and I will mail a check but she continued on and I have never been talked to so rudely by a company ever. I have told her that as soon as I get my stuff in order which I have checked into other mortgage companies and banks, and it will take me about a year to get it. And that I am going to refinance under my name alone to take my ex-husband off and I will not refinance through his company and that if anyone asks, I will tell them to stay far away from this company.

I emailed about the statements after I had that call but I never got a response to my email. I read reviews and it looks like other people are having the same issues with this company. I just hope that people read these reviews and stay away from this company. As soon as I can, I will get away from them. I think it's horrible that a company will call people who are not really late yet or call people bugging them, when they are trying to get things caught up then there are people who haven't paid payments or even try to get caught up but they don't have to be bugged with calls on a daily basis. I hope this company eventually gets investigated. They are not someone I will ever deal with again. As soon as I can, I am going to take my loan and go somewhere else.

Donna of Gallatin, TN

11/6/11

I lost my job over 18 months ago and kept my loan to date with First Horizon until the last two months when all my savings were gone. I was fortunate to get a job and get back on track . I was only two months behind. I had worked out a deal with First Horizon to pay a month and a half payments to get back on track. They were great to work with. Then Nationstar took over. I explained to them my situation. They came off like "thugs" credit collectors.

I was finally able to work something out with them when, then bam! They made an error and even though I had a confirmation for a full payment and a confirmation for a second payment 15 days later, they instead took a payment and a half's amount without my authorization. I have been left with out a cent for 4 days so far and a few insufficient charges with my bank. I have called and tried to get an answer along with a letter sent right away with no response. I see this as theft. No different than a retailer clerk tapping into one's account making unauthorized transactions.

fernando of orange, CA

11/5/11

They have taken over First Horizon loans and are claiming I owe 1.1 million, even though the loan was paid off in June of 2011. When I asked customer for help, I am told it was sent to research, that been over 90 days. They will not allow me send documentation to their research dept nor even call research. On my last call, I requested contact info for the company's president and that was denied. I have a copy of the recorded re-conveyance which they refuse to allow me an address to send to research. No email addresses or any forms of efficient communication. Standard wait times for phone calls is half an hour. I want my life back. It is troubling to have a debt collection agency claiming I owe over one million dollars when I have simple proof to put an end to this nightmare.

Jon of Palo Alto, CA

11/4/11

I am trying to get an insurance check for a flood claim signed off by Nationstar Mortgage. I paid $40 for overnight to/from mail. That was almost two weeks ago. I talked to their office twice. The second time I spoke with them, I learned that the first customer service rep gave me the incorrect address to send the check (not even the correct state). Also during the second conversation, I was told "We do not have to

would take about 17 business days to process.

I have done everything I was told to do, cooperated completely, and have been robbed of my money. I have never gotten an honest, straightforward answer from anyone at Nationstar and have only had one call, out of the 20 or so I made, returned, and that was today, informing me that they were faxing me a Mortgagor's Affidavit I could sign and return. Then it would be processed in around 17 business days.

Kay of Summerville, SC

10/27/11

Jim of Georgetown, CA, Nationstar did the exact same thing to me, and I have read online where others have complained that they did it to them. They are obviously committing fraud and nobody seems to care. I have contacted numerous people and wrote letters, but to no avail. There should really be a class action lawsuit against them.

Sean of Laurel, MD

10/25/11

Nationstar bought the mortgage of our house in Salt Lake City and immediately began their usual bag of tricks. They didn't receive our payment. We aren't insured. Here's how to deal with them as long as you're still on their good side. If you're not, they mark you as a deadbeat and will refuse to talk to you. I will cover that in the second half of this message.

Pay Online. A good bank will reverse the fee. Even if they don't, this is cheaper than a legal battle. Fill out their insurance information form. Not doing so gets you marked as non-escrow in their system. If your insurance is cancelled, make the payment yourself to the insurance company directly.

After that, call and complain to Nationstar. You'll want the Insurance Dept. They make that payment. Escrow just collects the money. Check with them to make sure they haven't marked you as non-escrow. They should switch this over if it's incorrect.

My husband asked them if they were prepared to make him whole in the event of a loss. Our insurance had been cancelled. Would this mean they will cover the house if something happened to it? Would they cover his loss of wages should that be related to the event? This seems to get their attention. You have to make it their problem financially. If they still won't fix it, contact your insurance company and have them talk to Nationstar.

Make sure your payments are always current. Their business model is based on assuming people are deadbeats, taking the house then collecting fees for selling the mortgage back to the government. They went out of business once because of this poor model. Their second go involves having some mortgages that actually get paid. If you're one of these, keep it that way. So you've been labeled a dead beat. Follow the steps below. Hope they work, but I haven't had to do them yet.

First, contact attorney general in your state. Explain the issue in legal terms and back up with documentation. Contact the Real Estate Authorities in your state. Find out who prosecutes real estate fraud. Make a complaint. Complain to consumer groups. Write your Senators and Representatives. Do it

return the check right away, we can hold that check a couple days". Mind you, this was 7 days ago, and I still have not received the express package with endorsed check. I have proof of receipt by Nationstar 10 days ago. I have to call yet a third time today (takes more than 10 minutes to get to a live person) and have absolutely no confidence that I will even get the correct department let alone get help. This company is horrible to work with and comes off as unethical.

Laura of Camp Hill, PA

11/3/11

We are currently under a loan modification with Nationstar. When we began back in September, we were told we can make as many "partial" payments a month that we need to, as long as by the first of the month we have our total paid. That is what we have been doing, however, they don't send any paperwork letting us know how much we've paid, where we stand, or how much is left. Every month, I call back and have gotten the same answer, "You are ahead of the game. Whatever you are doing is working. Keep it up." Great! So, I called a few weeks ago and a lady told us we only had less than 1/3 of a payment left, our loan modification was finished, and we can start the new paperwork. Great!

We made another payment on the 28th of October, called back today and they told me that I had to pay another enter payment! What? I asked for a supervisor, he refused and said, "That's not how it works. I don't work for you, you work for me and I'm not transferring you." What! He said that he can help, I told him I don't want his help, and to transfer me. Again, he refused, put me on hold, then came back a few minutes later and asked if I was ready to talk to him! Heck, no! I asked for a supervisor, again, he hung up on me! The worst customer service ever! So, now, I have no idea how much to pay, where my money is going, or when I have to pay it by. Horrible!

Stacy of Elkhart, IN

11/2/11

My mortgage was turned over to Nationstar several years ago. My home, **, was burned to the ground on July 21, 2011, and I lost everything I own in that fire. I received a check to pay off the Mortgage company and called to see how this would be handled. I followed their instructions, endorsed the check made out by the insurance company and me, signed a Mortgager's Affidavit and sent it by express mail on September 24. It was received by Nationstar, Escrow Department, on September 24, 2011, and signed for by R. **.

I called on the 26th to make sure that they had received the check and to find out what the next step was. I was told that they had everything, and it was being processed and I should receive a check for the difference (around $20,000) within 11 days. When I didn't hear anything, and they kept calling me to collect my payments, I called over and over to see what was happening.

Finally, on October 27, I was told by Albert ** (**) that the Mortgagor's Affidavit I had signed, had notarized, and which was received and signed for by R. ** on September 24, 2011, had been lost. I offered to fax the copy that I kept. Now I'm being told that the affidavit had expired. It was good for 30 days. It was mailed to me, dated 9/09/11, signed and notarized on 9/17/11, and they received it on September 24, 2011. That's within 30 days. So, Chris **, at extension **, just told me that they would have to send me another Mortgagor's Affidavit to sign, have notarized and send back to them, then it

both for the state and federal levels. Write the governor of your state. Send a letter with carbon copies to the CEO of Nationstar. Contact the local and national media. Here, you can probably use an emotional angle. They love that stuff-- hard luck stories. Contact the attorney general of the United States of America. Contact the President of the United States.

Make your voice be heard. The more people who do this, the harder it becomes for those who should be fighting for us to ignore us. Not every single customer of Nationstar can be a deadbeat. If that were the case, then our dear federal and state representatives should be asking themselves what kind of company makes that their business model. Not one. That means people well, that's for sure and not one that will remain in business for long. That alone should make people run and let the company go under and not keep loaning them money.

VM of Bozeman, MT

10/24/11

Long story short, my loan was sold by Citibank to Nationstar or as I was told, Fannie Mae pulled loans from Citi and gave it to Nationstar to handle. I was approved by Citi for a modification. Citi's phone message stated "you're approved and documents will arrive in the mail". Nationstar stated that this information from Citi was incorrect. I was not approved for MHA but an in-house modification through Nationstar. After receiving the documents, I called and spoke to a representative and was told that this payment included taxes and insurance. I was put on hold and it was restated that my new payment included taxes and insurance.

I followed through with needed signatures and notaries, only to find out that the docs were incorrect and got another sent to me to sign and have notarized. I called again and was told it included taxes and insurance. I have received several phone calls from Nationstar to contact them ASAP, which I have done, only to find out it was their collections department seeking my original loan back payments. I was told one department doesn't know what the other is doing. I made my three temp payments and called them today to find out that I owe $600.00 more dollars to be current, due on 11/1/11. I contested them today and was told that my monthly payment as of 11/1/11 will increase to $388.00 per month due to taxes and insurance.

This was never disclosed verbally or in writing prior to signing modification documents. I contacted them again today and explained that I had asked that question prior to signing the docs and was told it was all included. Today, they said I should have known. They were sorry for the misinformation, but my payment will increase starting on 11/1/11. I asked for something in writing and was told the documents I authorized were for principal and interest only. It was my responsibility to pay taxes and insurance. I've never felt so scammed in my life. I'm totally disgusted at the manipulation and continued misinformation by this company. I'm not sure on what to do.

JIM of georgetown , CA

10/17/11

I have been trying for days to get hold of Nationstar Mortgage by phone and email. I can't log in to my account either. I have called many different times of the day and I get put on hold for a few minutes then the recording states call back during our regular business hours. I am calling during regular business

hours. I need to make my October mortgage payment that is now late because the office is closed. What is going on?

Kelly of Nottingham , PA

10/17/11

We are the buyers of a short sale property. We actually live in the property, since we have been renters and the owners are trying to sell the property in a short sale. Nationstar Mortgage keeps asking for new appraisals (four so far). We have had to produce multiple prequalification letters. It's been approximately one year back and forth. We finally decided to take their latest offer to us. That was three weeks ago. Yesterday the seller's lawyer, who is handling the sale, notified us that the lender has reevaluated the situation and that they now want $20,000 more than we agreed upon. After one year, we are walking away. Nationstar is unethical and they are liars, after one year of trying to get this done.

natalie of west palm beach, FL

10/16/11

Nationstar took it upon themselves to put an escrow account on my loan when they purchased it. I told them that I did not have an escrow, never had one, and did not need one as I always pay my taxes and insurance out of pocket. Nationstar did make an insurance payment to my old insurance company. But when that came of light to me, I make a full return of all the monies they paid. I am now being told by Nationstar that I am in default and they are going to foreclose on my home. I have contacted the Texas AG office, and filed a complaint. I have asked legal questions though TV attorney and I have left my number for an attorney to return my call. I have never been late with a mortgage payment. My insurance is deducted from my account each month, and Harris County taxes are paid in January, March, May, and July. I am so tired of this that I have stopped answering the phone.

Avis of Humble, TX

10/13/11

My mortgage was bought by Nationstar, and this company is charging me about $92 every month for something called Lender Paid Expenses. I questioned them, and Nationstar has no answer except it's some inspection fee. So my question was who authorized the inspection but still no answer.

Rakesh of Hayward, CA

10/13/11

I am a single mother of two, with a baby due in December. I divorced last year and experienced extreme financial difficulties. I called Nationstar to begin the short sale process. Months later, I was finally able to list my house. With the current housing market, I did not receive any offers on my home. I have been trying for three months to deed my home to Nationstar in their deed in lieu program. I was told that the process was simple and would be done quickly. It has now been three months, and I have been passed

on to five representatives, all of which have asked me for the same information and no one returns my inquiries. I am very stressed as I need to obtain the $3000 that they promised for doing the program in order to relocate and get my family settled before the arrival of my baby. I provided all the information and documentation that they initially requested three months ago and whenever I call, I am told that someone new is handling my case and that they need the same information.

Amy of Attleboro, MA

10/11/11

In Nov 2010, I lost my job and applied for the Making Homes Affordable Program. Without telling me, they moved me straight to the "unemployed program" that Nationstar offers. They did not tell me they were doing this. All that came out of it was a house payment $60.00 lower than normal for 6months. 60 dollars a off for 6 months. We made the payments on time, but were harassed for "late fees" each month. I spent countless hours on the phone with them to straighten things out, but never could. We have made the proper payments every month and now that the 6 months is up, they are saying we owe them $5000.00 in back payments. Last time I checked, 6 months x $60.00 was 360.00. They are saying that if we don't pay them $5000.00 they are going to foreclose our house. I don't know where that figure came from. But they can't foreclose on our home if we have been making the agreed upon amount each month, and on time can they! The reps are rude and they all give different answers to the same question. What can I do?

Leah of Modesto, CA

10/8/11

I bought a house in Tampa, FL in August 2007. mortgaged by SunTrust. I can only assume NationStar bought the loan from SunTrust. I did not, at anytime received a letter informing me of the mortgage change hands. I only found out after I divorced my ex-wife because of a quick decision to short-sale the property in June 2010. After all legal matters, documentations and agreements made in May 2011, I have yet to receive any paperwork or documenation that the property was sold. I contacted NationStar and also REMAX Realtor that was involved in the short-sale, but no replies.

John of Birmingham, AL

10/7/11

Back in July 2011, I filed a complaint with your agency about Nationstar falsely reporting my mortgage payments as late for the month of May. I never received any inquiry as to the evidence for my complaint which I stated to be statements from the collection company that deducts my payments from my salary check. My payments were not late then and are still not late.

Due to lack of any action, Nationstar was aware that I intended to refinance through another company to be rid of them, and I still intended to pursue the complaint to have the false report removed from my report. In retaliation for my complaint and attempt to refinance, Nationstar has now falsely reported my mortgage as late for June, July, and August to Experian and TransUnion. I have positive proof that my payments are on time and that the reports are false. I need someone to investigate this please. Thank

you

Ronald

Ronald of pleasant valley, NY

9/27/11

I had a mortgage with Centex and like everyone else, it was bought out by Nationstar. I had paid my homeowners insurance for the whole year at one time every year. Well, when hurricane Rita hit, my home was severely damaged. My insurance paid within 3 weeks. The checks were made out to me and nationstar. Nationstar said I had to sign checks and send to them and they would send me the money. Wrong! They took the checks and put them in an escrow account. After 18 months, the roof has collapsed in 4 of the bedrooms, black mold was all over the house. My kids and I could no longer stay in the house.

In Nov. 2007, I was paying Nov. and dec. notes so I could have a little breathing room for the holidays. On Nov.6 2007 they informed me that they had sold my home to someone else and there was nothing I could do about it. I was not late on my notes. My parents even tried to pay the total payoff on my home but nationstar refused. So what happened to the 27,000.00 + insurance money? Nationstar kept every dime of the money I paid for, that my insurance company sent to fix the house. They sold my home without even a letter to me or anything. Plus, it still shows an "open/Active" account on my credit. I tried to contact nationstar multiple times but they refuse to speak to me. If anyone has any ideas please let me know. Thanks.

Jessica of Jasper, TX

9/27/11

When my original loan from Citimortgage was sold to Nationstar, we were in the middle of a modification. All documents requested had been sent and received. According to letter, if we were in modification procedure, then it would continue. When I originally contacted Nationstar, they stated that not only would it take 25 days for all documents to be forwarded, but I should forward any and all documents already submitted. I did so once, all was sent I never heard from them until I called again. They stated not only did they not receive all documents, but that I had to start the process again. This has been going on now since 10/2009 and yet no resolution.

They drafted a modification with income that I did not have and only lowered the payment $100, but continued to send application for loan modifications as well. All documentations sent have been sent via fax, express mail and yet they denied receipt with my proof on-hand. This has been a costly time since only sending a few pages via fax can cost between $5 to $20 at a time and still have not come to conclusion. When the matter of income used came to their attention, they told me I will be forwarded to supervisor and I'll be called within 5 days. It never happened. I have spoken to several employees and nothing. They never even attempted to offer a smaller payment for unemployment, they only mentioned it and after that I was again lost in the stack.

ronald of lake villa, IL

9/21/11

Flagstar mortgage sold my mortgage to Nationstar and I have had nothing but problems with them since.

First of all, I didn't even know it was sold and I paid my mortgage online like I always did. Well at least tried. When I brought up my account, it said it was closed. So I called Flagstar and they told me I was supposed to have received a welcome package from my new mortgage company. I did not, so they gave me a number to call.

When I asked about the welcome package I was to receive, they said they didn't send them to everyone. (That should have been my first clue on what is to come.) So how did they expect me to know where to send my payment? So I asked about making payments online and they said they charge you $6 to do so.

So I decided to mail my payment and asked if there was any grace for late payment since all of the confusion of not knowing where to send it. They said no--if it is late, it is late. At this point, I was already thinking to myself: "Is this some kind of a joke company?" Okay, so I paid the extra $6 to bypass the late charge.

On my October 2010 billing statement, I noticed a charge of $175 for legal fees. So I called them to see what this was about. I got no correct answer.

Let's see the first ** reason: It is charged to an account that is more than 60 days late and beginning foreclosure. I could see that if I was ever late. I told the customer service representative to review my account before they start pulling things out of midair. They told me they would request an explanation that would have to be sent by mail and to wait five-10 business days for it.

It came on the ninth day and it was just a copy of my last statement to explanation. So I call again and this time I was told the charge happens if your escrow didn't have enough money in it and they had to cover it. It so happened that my tax bill and insurance came in the mail that morning. So when I asked what my escrow balance was and it was 500 dollars over the needed amount, I again had to set them straight. The customer service representative then again promised an explanation by mail.

Same story; I just got copy of statement. So I called every two weeks until this past June when I refinanced through another bank. Glad I'm getting rid of this scam. Now I am still dealing with Nationstar trying to get them to send me the balance of my escrow. Every time I call, they tell me it hasn't been processed yet but they will put in a request.

So now what? I hope everyone spreads the word: Do not work with this company! Use Facebook and/or any other social network. People need to be warned! This company does not practice good business practices!

Christine of Marinette, WI

9/16/11

NationStar has been giving me the runaround for the past year.

My mortgage was sold to this company by SunTrust last year. During that time I was going through a

loan modification plan. To make a long story short, I went through my three-month trial period, which ended in June, received my paperwork in July, sent it back along with my payment for August in July, and they still have everything wrong. My payments weren't applied to my negative balance.

I just found out today that I didn't qualify for HAMP because I am at the 31% gross monthly income and my escrow is more than it should be. In addition to that, my payment was only modified for $15! Almost all of the customer service representatives are misinformed as well as uneducated about what's really going on.

This is the worst company I have ever had to deal with.

Tiesha of Redford, MI

9/15/11

The first problem is that my mortgage was sold from Suntrust to Nationstar in Dec. 2010. I received the letter from Suntrust informing me that Nationstar would take over the mortgage and to expect to receive a "welcome letter" from Nationstar. We waited and waited and nothing. Eventually, I had to contact Nationstar to get my account number to make the payment. Two days after the grace period was when I received the "welcome letter" and was able to make a payment.

2nd problem. My husband filed bankruptcy in July 2011, only aim. He listed our home in the bankruptcy which is a requirement to do, but stated we were keeping it. In Aug., I tried to make an electronic payment and found out I was "locked out" of our account. So I wrote a check and UPS it to Nationstar on Aug. 8 and it was received on Aug. 9. As of today, the check still has not been cashed nor had it been returned to us. We received no statement for Sept. so I started to do some research on the internet and found out that Nationstar will not send monthly statements once they learned about the bankruptcy, even though I did not declare bankruptcy.

My husband called their "Default Management Department" (even though we are not in default) as Nationstar states to do to discuss how to make the payment, but the line rings and then drops. He has called several other numbers, but they are either disconnected or they just "drop". I have sent 2 emails requesting that someone contact us either by cell phones or email but absolutely nothing. I don't know what to do. I have a bad feeling that they are trying to "set us up" for default. I have begged them for a reaffirmation agreement and nothing. Anyone else have this problem? I am now going to send certified letters to any and all addresses I can find for Nationstar. We have the money to pay them. I don't understand why they won't take it.

Kelly of Clearwater, FL

9/15/11

Nationstar purchased my mortgage from Citibank, in 2010. In Feb. 2009, I had two pipe burst at the property. My homeowner insurance in 2009 was Northern Capital insurance (NCI). NCI went into receivership in 2010 and left me with a damaged property, which I repaired using my money. The tate of Florida Insurance Guaranty Association, finally settled the claim in July 2011. Nationstar is now saying that they did approve the repairs, they will not release the $12,272.35. They were not the lien holder at the time of loss/Repairs in 2009. Nationstar did not acquire my mortgage, until 2010.

GALE of SUNRISE, FL

9/14/11

Nation Star has continuously charged me for an escrow account that should not be assessed since I have always paid my own taxes and insurance separately. I cannot get resolution over the phone or in writing. I have found this company to be extremely unethical.

They are apathetic, and constantly state they do not have proof of my insurance when I have faxed it over and over on numerous occasions. I am not sure what to do anymore or who to complain to. It is hard enough to pay the current house payment without them overcharging me for an escrow account that does not exist.

Sarah of Fresno, CA

9/9/11

Well, what I have read from others is close to our problems with Nationstar. We had Centex, and now Nationstar. These two are the same mortgage company. We went into bankruptcy with Centex. Then, coming out of bankruptcy we had Nationstar Mortgage LLC. We were ahead in our payments by three months for over five years while in bankruptcy. We kept getting late fees placed and corporate advances placed that just continue to increase. Now it is over $10,000 due. Our payment went from $810.97 to $1,358.73 per month. We were told that if we do not pay this large amount per month, the foreclosure will proceed.

In June 2011, Nationstar deducted more than what was agreed, throwing our bank account into over $1,000 of over draft fees that just compounded. I have managed to get back only $405.00. Until now, September 1, 2011, I am still trying to get the rest. Now, they are saying that we are three months behind. Fed loan modification was declined so they want us to do their in house loan modification. Well, if I do, then we would sign that we agree to the amount they say we owe them. We have been pressured to do this up to 11:00 at night. So, I contacted a lawyer. I am going to an accountant to have our loan checked out.

Now, the best thing any of you on here can do is to contact the Federal Trade Commission. I have filed a complaint with them. I was told if there are other complaints, the Federal government will investigate Nationstar. The other thing you can do is check whether Nationstar has filed a permit in State Corporate Commission to do business in your state. I plan to take them down, if I can, before my home is gone. What I have put on this site are just few highlights of what has happened to us.

frances of mechanicsville, VA

9/1/11

The beginning of August 2011, I received a letter from Nationstar stating that my loan was due in the amount of almost $3800. I always send my payments on time so when I called, I was told to fax over proof of my payments were withdrawn from account and that this should solve the problem. I was also told my payment increased due to the payments of the escrow account increasing. I told them I didn't

have a problem with that but to provide me with a detail transaction of my escrow account and that I would check on it and send them additional funds to cover the shortage on the escrow account. I was told this was already sent (take note: correspondence was being sent to the address were I lived before I purchased this property, an apartment).

Today, I called their customer service to make sure they received the fax I sent them because I sent it in twice the first time it was not received. First of all, the first thing the representative asked was if I was calling to make a payment. I told her I was not and the reason of my call was to make sure they received the documents I faxed them over with proof of my payments. She said the payments I sent for the month of July and August were not applied to my account and this would cause a mortgage late on my credit history. I tried to explain to her it was not my fault, I was not informed my payment had increased and they kept my money in their account for over a month and I was never notified of the change. She claimed they tried to get a hold of me via (sending letters to the property I lived at about a year ago, reaching me by phone to a number that when I call only rings and of course it is not my number).

Since the representative was not helping me, I asked to speak to a supervisor. She refused to transfer me to her supervisor, telling me there was nothing they could do to help me. That everything she was telling her, the manager would tell me. I insisted and she ended up transferring me to her manager. Just like she stated, I spent time talking to her manager explaining what happened and a solution was not given. This company is a complete disaster and the most unprofessional loan servicer I have ever seen.

The manager told me, the reason why correspondence was being sent to the property I used to live at was because it was submitted in my loan application when I applied for the loan. That is not an excuse, I got a letter via mail in my home, where I live and the property lien is against the beginning of this month and that is what triggered my phone call to them. It is unfair that the consumers get treated as irresponsible individuals and such thing gets reflected in our credit history and all other creditors rate consumers based on that. I'm calling Fannie **, the investor who owns my mortgage, if I don't obtain any help from them. I will have to refer my case to Attorney.

Denisses of Carson, CA

8/23/11

My mortgage was bought by Nationstar in Nov. 10, six months after my bankruptcy was discharged. I pulled my credit report in January and Nationstar had not reported my mortgage to the credit agency. I thought perhaps they haven't had enough time, so I didn't do anything immediately and then forgot. I pulled my credit report today and saw that Nationstar has put my account "included in bankruptcy". When I tried to log onto my account to resolve the issue, I was unable to log on because I have been locked out due to my bankruptcy status.

I called and they stated that my lawyer needed to reopen my case and reaffirm my debt. My lawyer stated that's ridiculous and the court won't allow that, you have been paying on time and no one formally reaffirms a first mortgage. I checked on my bankruptcy note and it states that my citimortgage is exempt, that I'm keeping the property and reaffirming the debt. My lawyer reviewed my credit report and noted that they have reported me being delinquent in June 11 which is untrue as my mortgage gets directly deducted from my bank account.

Carolyn of hopkins, MN

8/23/11

Nationstar bought mine and my partner's mortgage from Citibank in November of 2010. I claimed bankruptcy four years ago, but we have made our payments without missing one or without being late. Nationstar refuses to send us a monthly statement or a coupon booklet. We have been mailing our payment into the address on the introduction letter we received.

I called in and spoke to a rude agent who told me she needed a "reaffirmation of debt" letter. I said, "after 4 years, you won't be getting one of those anytime soon". She said that is why they are not sending anything to us. I reminded her that there is another person on the loan besides myself, are they just getting the short end of the stick? She said, "I guess so." We don't know what to do at this point. Nationstar told us to fax in a request, so we did. We received a letter back and have yet to see any coupon booklet or monthly statement. This company is a joke!

Craig of Newport, MA

8/21/11

Nationstar Mortgage got my father as well. My father bought his home in 2006 using another mortgage company that sold his note to Nationstar and that is when the problems started. They never paid off his second, causing them to move to second and my second first (unbeknownst to him until his now first, threatened to foreclose). We notified Nationstar and they didn't believe it at first, until they saw it in the records office for themselves. That's when they tried to sue both my dad and the now first mortgage holder (which was an elderly couple). Sadly, the elderly couple died during the 1 year trial, and now Nationstar has become first again.

After the trial ended, my father sent Nationstar monthly payments which they sent back just so they could foreclose on him. He applied and was applicable for the HAMP program but they dragged feet stating hadn't received documents which he sent repeatedly. This has been going on for years. So now, my father is suing Nationstar. We can't afford an attorney. This has to stop and Nationstar must be held accountable.

Here is an update. I have been receiving emails from others who want to join in with my father. My plan is, whoever wants to sue/ file a complaint against Nationstar for predatory lending, etc., we (who have also been dooped by Nationstar) write "character witness affidavits" stating how Nationstar has wronged us and that person can present them as relevant evidence in their trial. If you would like to receive these affidavits to help you in your trial and will also write an affidavit for others to use in their trial, please email me:

1. authorization for me to give your email to the other people that are joining in.

2. your written affidavit stating how Nationstar wronged you. (You don't have to write a whole new thing. You can just copy what you wrote here. Make sure all you state is true and valid)

Consuelo of Spanish Dr, NV

8/19/11

First off, the way the economy is and has been (my history with you and me catching up by a 2600 payment last month), I'm just about to receive my first paycheck in 6 months. I had to borrow money from my parents to make ends meet during these 6 months and I got caught up with you.

Secondly, I got out of bankruptcy and kept the house. I gave what was left of my 10-year old business away in Dec 2010 and I finally got a job last July 13, 2011. Now, I have some guy calling me and asking me for another payment when it is due on the 14th. I asked him if he could draw it from my account once my check clears without a late fee; he said no. I asked if I can extend my payment due date to the end of the month and he said no.

I get paid twice a month, I have child support and HOA going out (Child Support is 750) and my income for that period is around 1200. I asked for some help and he said to pay on time. I'm very disappointed for this phone call when I haven't been harassed like this in a while. I'm disappointed in how big business pushes the little guys but receives bailout money, and really the mortgage industry is the main reason our economy is like this. When mortgage companies like yourself made a *** load" of money during the last 7 years preying on people.

Work with me and and let me start earning money and catching up before you take it from me with late fees! I was a small business owner and people like American Express, Synovous Bank, Regions Bank (but others did and I did not bankrupt on them) would not work with the small business owner when I had a history of 10 years with that company because they over extended their lines with new customers who were trying to get a loan to buy a house they could not afford. So I got punished; I was never late. I lost my credit lines for no reason; and I had to bankrupt.

I would love some feedback from an executive in NationStar addressing this. I am not a happy customer at all.

Brad of Birmingham, AL

8/12/11

Nationstar had failed to apply all our payments during the Making Homes Affordable and put over $1000 in a suspended account while they demanded payment, causing us to be disqualified from MHA.

They started foreclosure, which then forced us to have to sign a new note that added close to $6000 in fees to our principal balance. Not to mention what it did to my credit. They never notified us of our disqualification from the MHA program, which was supposed to happen after the trial period and they were to apply all funds to or account which they did not do. Since then, I have had to close my escrow account due to Nationstar's failure to properly pay my taxes and insurance.

They have failed to properly apply our payments to our account, illegally foreclosed on our home, and now are refusing to speak to us as we continue to try and resolve our issues.

Today I have over $400 in a suspended funds account, and I have not paid anything other than what was due. We have been trying to resolve our issues since 10/2009.

Annette of Beech Bluff, TN

We paid our mortgage every month then about a year later, we get a statement that says we are over $1,000 behind. which didn't make sense. I called them and they said that it was an error on their part and that they would fix it. I again didn't get a statement for months. When I finally did, it was a letter telling me that they were going to foreclose because we were behind $2,400, which we weren't. I asked them to send me a pay schedule, so I can see what payments they received and where the problem was. They said that they needed a written request so I wrote it out and faxed it in. I never received the papers. I called them and they said that they didn't receive it. They said to stop the foreclosure and that we could do a modification on our loan, although my payments weren't late or missing.

I had my receipts and went over them on the phone with the person I talked with and they were missing a few payments, but if I fax last year's tax forms and a few other documents, they would see what they could do about the modification. So I did and I also send another request for a payment schedule. They got all the papers except the request for the pay schedule. They went on with the modification because I didn't want to lose my house and I wasn't sure why it was behind so much when I know I paid it every month. I got a letter saying that it has been modified and my first payment was $135 and the following month would be the regular amount of $389. So I sent the $135 and then the regular amount the next month and months thereafter. I got a statement a few months late saying it's behind again. I called and again got the run around. I said this is what I paid and when it was paid. They said that the $135 is only a partial payment and that they took from the next month to straighten out the previous month. So I owed them $17 and that would fix it. I gave them my checking account number and they took the $17 dollars and then two separate payments of $389. I called them because they bounced my account and my bank paid it but now I owed the bank the balance that I didn't have when they took that money and the overdraw fees. When I called, they said that they couldn't return the money but they will credit me for two months paid.

Several months later, I got another notice about foreclosure. I called them yet again. This time it was because of the two months that I was credited for, apparently, I wasn't credited and I am now two months behind. I owe extra money in lawyer fees and all these late fees and the amount I need to fix with my account and to take it out of foreclosure is over $6,000. I said that I didn't have $6,000 to fix this. It's their fault and I shouldn't have to pay for their mistake.

Well now, it's July and all of this started in January and my house is now a week and a half away from Sheriff Sale because they continued with the foreclosure. About two weeks ago, I received a paper from Nationstar with options to "save my home." I called them and they were nice enough to tell me that it was too late to do any of these options. When I called, they informed me that if I gave them $11,867.00, they could resolve the situation. I don't have that kind of money just lying around and I DO NOT owe them that much money. The money that they say I owe them is because of their mistake, not mine and I am not paying for their mistake. Because of their mistake, I am going to lose my home.

Melissa of Wilkes Barre, PA

7/25/11

This has got to be the worst company ever. I have never been thirty days late. Maybe past the ten day grace period, but it is because of how paychecks fall. I get harassment phone calls every day about two to three times a day when my payment is not even thirty days late. If the morons would check their notes or payment history instead of harassing people, they would know, but they prefer to harass. This is not the only problem I have ever had with this company. They manage to post payments incorrectly and then try to collect again. I would never give the company my bank information for they would probably screw it up and cause me overdrafts. If anyone is going for a loan from this company, think twice. I have

8/11/11

I tried to pay my taxes, however, Nationstar paid them. I was assured that Nationstar was paying my 2010 taxes. After paying my taxes for the 2010 tax year, they escrowed future taxes (to the tune of $15,000), expecting me to pay off current taxes as well as escrowed taxes within a one-year period.

My PIT prior to escrowed taxes was $570 per month. Subsequently, Nationstar billed me a whopping $2,200 per month for PIT. I couldn't believe my eyes! They never sent me a document with escrowed figures prior to the whopping bill! I called them and asked them to escrow the taxes over a two or three year period. They led me to believe that I could and told me to call back in two weeks. I called back and my request was denied.

They informed me I had to apply for the MakingHomeAffordable program through the federal government. I mailed, faxed, and even scanned all the necessary documents (which they claim they received) but I constantly get letters and voice mail messages saying that they are missing certain documents for HAMP. Once again, I faxed and mailed the so-called "missing documents". Most recently, I have received foreclosure warnings by Nationstar LLC lawyers. I did send them a check at the beginning of Aug for $2,200 stating that the check included PIT for June & July and the remainder of the check should be counted towards escrowed taxes.

I am not pleased with this fly-by-night operation. My original mortgage was signed by Amtrust Mortgage. Please help!

Paula of Hampstead, NH

8/8/11

The company started paying my windstorm insurance without my knowledge. Then, they raised my mortgage payment due to escrow shortage. I paid the amount. They said I could pay to prevent the increased mortgage. It has been an ongoing nightmare, even trying to determine the amount of my mortgage. Everyone says something different.

Johnnie of Daytona Beach , FL

8/4/11

I bought my house in October of 2001. When I originally bought the house, it was under Centex Mortgage and I have not had one problem with them. We had 13% interest when we bought it in 2001, in 2002 we refinanced and got the interest dropped to 5.5% and knocked 15 years off the loan.

In 2006, Nationstar took over the loans from Centex and that's when the problem started. They took my insurance and dropped it, even though it was paid and up to date, and my taxes were placed in an escrow account. They paid them and said that I owed them the money that they put out up front. My insurance was $300 a year and theirs is $1,500 a year for less coverage. Their insurance just covers the structure. When I called to ask about it, they said that its their policy. I was never asked, or even told until I got the statement that had some crazy amount on it that I owed. When I called to see why it was so much, they explained that they did all of this. The statements stopped coming and they only send them when they felt like it.

2 loans on my house and my main loan company is Wells Fargo and they never called me on a payment that's only over ten days late. I pay the late fees along with the payment and still no calls from them. On both loans I have never been 30 days late and have good credit standing but these people call me over a 10 day grace period. Please do not consider Nationstar for a loan unless you enjoy stress and burning up your cell phone minutes.

J of winchester, VA

7/20/11

i got a loan through them in 2000 and all my payments each month my payments got higher but still mad payments till my house burned down in 4-11 2009 i thought i had insurance with loyides of london well come to find out nation star mortgage changed my policy without notifing me of the new policy they then told me to clean up the house what was left of it so i did just that i hired a contractor there were 3 workers total that helped so after the clean up i called and faxed the copys of the amount of work done they then said they were sending a check so i could pay the contractor that never happened nation star mortgage kept the moneys they then told me i needed to pour a concret slab to put another house on it before they would send any moneys and that never happened as they wanted me to pay for that out of my pocket

i called nation star morgage every day to find out when they were sending the moneys owed i just got the run around and said i have nothing coming what did i pay insurance for if thats the way i was treated not fair to me i would like to try and get some type of response from someone thank you so very much. how can they keep moneys owed to me and get away with it.i hired a lawyer and she skiped town.

denise of laktport, CA

7/6/11

We refinanced our mortgage with our same mortgage company back in September 2010. The escrow amount which totalled more than $1600 from the old loan was applied (so I'm told) toward the principal of the new loan. This was done without our knowledge or consent. When the final contract was drawn up, it was stated that 1/3 of the taxes and homeowners insurance would be paid at closing and an escrow disclosure allowed the remaining 2 payments to be paid during the 2011 year. The loan was completed September 2010. We then received a notice from Nationstar in December that our escrow account was short and that we owed an extra $120 monthly to make up for that shortage. When I called Nationstar mortgage I was told the shortage was a result of the taxes being paid in full in November and us not having enough funds in the account.

I told them the same info as above, a third was paid at closing and the remainder payments twice in 2011 according to the contract we signed. I was told it would be checked into and someone would get back to me. No one ever called me back and I called them atleast twice a week. At one point I received a letter from Nationstar stating that due to a routine audit it was found that our taxes were paid twice and the payment would go back to the original agreed amount. In May 2011 I received my statement for my June payment with the $120 amount tacked back on, again with a notice that our escrow account was short. I called numerous times a week and talked to more people than I can count and would never be allowed to talk to the person who I spoke with the time before. I was told that despite the contract we signed at closing, the escrow could change at any time and the only option I had was to re-finance or

apply for a modification. I told them I couldn't afford the additional payment , that it wasn't the agreed upon monthly payment at closing.

The person I spoke to in escrow said they called about my taxes and were told that a mortgage company could only pay the taxes once a year and didn't have the option of the three times a year, only an individual could do that. Now I am being punished for Nationstars mistake and they won't fix it.

Angela of Medford, OR

7/6/11

Nationstar Mortgage placed a forced escrow on us for taxes already paid. We have not received notification, we found out because we called them! They will not even consider reversing their decision which is at their "discretion". This forced escrow isn't even showing up on our account online. However, we have been warned that if we do not pay this 67% increase every month, it will hurt our credit rating.

They state this issue is settled. And stated they sent out an analysis on June 20th, its the 30th an we have yet to receive it.

Donna of Salado, TX

6/30/11

When we made payments on our taxes, we faxed in copies to Nationstar. When we went to make the final installment, we discovered that Nationstar had done so. We spoke with Irene in the Escrow Department and were informed we needed to reimburse Nationstar (we did that day), and they would then do a recalculation. OK, cool right?

Wrong. Now they are saying they are forcing Escrow, and our payments are going to go up 67%. Mind you, we have not received anything in writing, nor is there an Escrow showing up on our online account.

They told me they would do another Escrow Analysis and send it out, of which they said they sent out on June 20th, 2011.

Today is June 29th and nothing has been received yet; and we are in the same state. The law states they have to furnish this 45 days before a change occurs.

Donna of Salado, TX

6/29/11

Nationstar Mortgage LLC has been unable to provide me with a complete loan file pursuant to my multiple requests by U.S. Mail. I have requested a complete documentation regarding the acquisition of my home loan. Nationstar Mortgage LLC has offered me a new trial period despite the fact that I have already successfully completed a HAMP trial period.

James of Banning, CA

6/21/11

just called to get fax number to send a Attornment agreement so they could fill out and send to oil company.Dee was rude and unhelpful.This company has rude reps. we did not choose them we were sold to them by other company.

Ernest of River Oaks , TX

6/15/11

This company has been nothing but a headache since we refi'd with them 5 years ago. Once we did a home mod, I didn't realize that they tacked on legal fees, and such what.

They send someone out to inspect the place if there has been 30 days between communications. Wether payment, or phone calls. They charge an additional 45$ to come out here to make sure we still live here@@.

The latest thing: just received a letter stating they are charging us hazard insurance of over 1500 for 6 months. Um, excuse me, I already pay insurance, and have paid insurance thru an insurance company for 8 years!! They are receiving the payments.

I'm almost ready to let them take the damn house, just so i don't have to deal with these assholes anymore.

sonia of lascasses, TN

6/11/11

Michigan lost manufacturing business to China. I lost my job. Acquired new employment - starting pay scale at lowest level. Husband lost job. He started new business. Minimal income. Mortgage owned by Citibank. Started modification process two years ago. Approved for modification by Citibank making trial period payments: September/ October 2010. Received letter from Citi stating that NationStar is taking over. Called NationStar to confirm where to send final trial period payment. Make final payment, called to find out when final docs would be sent out. Total that they are really backed up. Kept calling every two weeks. Have continued to make payments. Mid-March Mitigation Dept. representative informs us that CitiBank did not process our income properly. Received letter from Trott & Trott stating that foreclosure process has been started. By "no fault of our own", we have been thrown into foreclosure mode!

Certainly, the foreclosure department is able to process our foreclosure much quicker then process our modification in the mitigation department! We just received a letter congratulating us on approval for their Alternative Modification Program. This letter was sent "snail-mail" and did not include the address to which trial period payments should be made. Form of payment: i.e. Only money order or certified check would be accepted, not even a telephone number! This is totally unacceptable!

This company is operating under a very thin veil as a mortgage service provider. The best advice ** "Call Nationstar before you send payment/documentation." Verify information every time you deal with

them! Use "Money Gram" to send payment. It is very sad that they have established such a poor customer service record. Based on the "bare bones" letter we received about approval for our trial period payments, it makes it appear that they have no desire to assure that their clients successfully complete their trial period payments.

This entire experience has been extremely draining, exhausting. And this is by no means by fault of our own. We are very hard working, positive, contributing members of our community and were not over our heads with our mortgage payment when we purchased our home. If anything, we should be in a much better position financially today, as we should be earning more than what we were six years ago, instead of much, much less, and our position in life, as "empty nesters" [i.e. less financial responsibility]. I place the responsibility of where we are as a country squarely on the shoulders of our government.

Kimberly of South Lyon, MI

5/25/11

My husband and I have been a homeowner for 28 years. We have never been late. Over the period of time we have had a great mortgage company. We have never been harassed are called and questioned that you don't have escrow account, fax's sent, and statements made we didn't receive are if you pay your taxes, your house payment want go up and it in up happening.

The transfer from Centex Mortgage to NationStar through refinancing has been a living nightmare. I realize I finance at 9%, I believe $863.00, and some changes were okay, paying our on insurance and taxes at the time. That following year, we paid portion of the taxes and NationStar stated that my county Bexas reported it, escrow account was established and payment went up to $942 and some change.

I explained to Elizabeth ** since she informed me of the mortgage company foreclosure required. Thank God, we are retired military, we have never been late and my home is secure. Elizabeth stated, "If you wouldn't have sent the $1,73 L.72, your payment would've been $1,007.96 in 2010. I replied I will pay the 2010 taxes- If you do; I will sent it back, but your payment will not go up. She lied. My payment went up to $1,007.96, and I called and I did reply how I hated NationStar.

We have never been in this type of mess where the mortgage company set you up to rip you off in interest for their gain and it seems to force you into foreclosure. But this is important. On February 01, 2011, I faxed the Veteran Letter from the Department of Veteran Affairs, it clearly stated that he is a 100% veteran, and the application for Residential Homestead Exemption for 2011. I have the verification that these document was received by Elizabeth ** on the above date. Therefore, the county stated that the mortgage company owes me back taxes for 2010, for January, February, March, April and May. I bought this matter to NationStar customer service and stated that we were not entitled, so I went down to my tax office and told them the same. LeAnn with the tax office stated that the document I sent was enough. NationStar continues to charge the veteran taxes and interest and raise his home payment as stated above, they refuse to remove the escrow account and pay the back taxes that the county stated is due to the veteran, enclosing.

As a disabled American veteran, for the recognition of my honor and the sacrifices that I have given for this country, to be cheated and to be done such as I have is a slap in the face. Because of this whole matter, I was forced into refinancing. I had no choice. Trust was no longer there. I lost money by pulling money out of my TSP savings through the post office, filing for a hardship and causing my account to freeze for 6 months. I had to pay $450.00 for a survey, $55.00 for the title. And the money I requested

out of the TSP account, I was told later that what I ask for was not all sent but held back because of taxes.

Elizabeth ** lied. What she told me was not in their system. She refuses to except the veteran 100% even if the county had not sent it over both Bexas Appraisal, and the tax's office said the documents sent of the 100% was enough to lower the house payment and to delete the escrow account. The above statement is true so help me God, every word of it.

Kathryn of San Antonio, TX

5/7/11

My loan was sold by Citibank to Nationstar in November 2010, and I have applied for the making home affordable loan and waited for an answer for 4 months, only to find out that they denied me, based on the fact that I do own the home, but have to travel outside of the state for work. I cannot afford the high interest rate of 7% and have tried to refinance, but the value of the property has decreased, and I cannot refinance because it will not appraise.

I have owned this home since 2007 and never had so much trouble. They did not pay my home owners insurance with my escrow on time, and then when I inquired, they raised my house note another $50 per month, and said that they have the right to do that. There is never one person who will answer the phone. I am put on hold for 20 minutes at a time to try to talk to anyone. Customer service has been contacted by my recent complaint to the BBB about these problems, and they have lied in writing to the effect that they needed proof of my residence. I sent them all of the proof and recently spoke with a representative today, who said he would not give me his full name, but his extension is ** and his name is Dave. I think that they are not extending this Federal program fairly nor do they respond to the correspondence that I have mailed.

Mary of Cordova, TN

4/13/11

On December, I received my statement which showed a balance due of $319.37 and paid that amount. When I received my January statement, it showed late fees of $15.97 and escrow amount of $56.46.

I called the customer service and asked what was going on with my account. She explained that the late fee was from my December statement and I told her that I paid the amount due. She offered to remove the late fee but said that I still needed to pay the $56.46 to update my account. I told her that I paid what was on my statement and my account should not be behind on any payments.

My taxes were behind. I was getting ready to pay my taxes when I received my January statement showing the late fees and escrow account. I told her that I never received a letter showing any changes to my account. I asked whom I could complain to about this. She gave me the address to their complaints department. My daughter, Pamela ** wrote the letter explaining my concerns and Mr. Stephan ** wrote me back with the breakdown of all my payments, but he never addressed my concern as to why my account is not up to date after making my December payment. I received my March statement, again late fees from January and February.

I called on February 28th 2011 and spoke with a customer service representative named Dana. She transferred me to the Escrow Department and I explained to her what was going on with my account. She went on to explain to me about the taxes and I told her that I believe all this stems from my payment in December. She looked in her computer and said that I made the correct payment amount but by the time they sent out the statement, their computer showed amount due of $375.83 because of the escrow adjustments. I told her that I understand it but my concern is that my account is still not updated; she said that I needed to pay $60.29 and that would update my account. I asked her what was the $60.29 for and she said from my December payment which should have been $375.83 and again I told her that I paid the amount due that was on my statement. I told her that I never received a letter explaining any changes in my account, she said that I should have. She looked in her computer and said that I didn't receive a letter but that she can send me one.

She put me on hold and came back to the phone and said that by law, if you're behind on your taxes then they don't have to send a letter to me. I told her that I shouldn't have to pay for Nationstar's mistake and that all this stems from my December payment.

I'm getting penalized for paying the amount that was on my statement. If my amount due was $375.83 back in December, that's what I would have paid but the amount due was $319.37. I've started to make my new payments of $375.83 because of my taxes being late. I have to take the responsibilities and do the right thing but Nationstar have yet to see their mistake. How can Nationstar continue to penalize me for a correct payment made.

My account is now past due. In January, I made my payment of $375.83. When I received my statement for March, there were more late fees for January and February. My account is in a mess.

Nora of Dallas, TX

3/1/11

The mortgage company I was with previously (Citimortgage) drew up a modification for me in late October 2010. Around the mid of October 2010, I received written notification by mail that my loan was being transferred to another service provider (Nationstar) effective November 1, 2010.

When I asked the person who was writing my modification documents about that, she told me that the paperwork would all transfer over and I had nothing to worry about as long as I signed the modification documents before the transfer date (which I did electronically as that was the quickest method). Unknown to me at the time of transfer was the fact that someone wanted something changed or adjusted on the modification document after I signed it and the date they submitted it to the originator was November 2, 2010, at which time she attempted but was unable to make the requested change due to the transfer already took place on November 1, 2010.

I didn't find out about this until two months later. In the meantime had been receiving numerous automated phone messages from Nationstar asking me to contact them. When I called the first time, I figured it was due to the modification documents not yet being received by them and was told by their customer service person who took my call that it can take up to 25 days for the paperwork to follow the transfer.

Nationstar itself on their website states up to 21 days. As I never received anything stating there was a problem, I continued to believe that was the issue. I even received phone calls from a particular person

1/28/11

Nationstar Mortgage bought my loan from Citi Mortgage. I made my December 2010 payment through my online bank. Nationstar rep calls me stating they never received payment. I called my bank and placed stop payment, informed rep of this and paid amount over the phone. Then through Nationstar's site and statement, they said I had a $0.00 balance with payment due on 01 Feb 2011. This was the same when I checked on 07 Jan 2011.

On 08 Jan 2011, I received a letter dated 12/31/10 that I had a dishonored check fee of $15 for the payment I stopped and that my next payment due was 01/01/11. Today, 10 Jan 2011, I called and spoke to Ben then Angel (male) who informed me their system is slow and apologizes. I was polite and told them both that I expect no further problems.

Nationstar Mortgage must have mismanagement and technical problems which is real bad for the forced customer that has to deal with the stress of making sure they do their job on top of making the money to pay the mortgage in the first place.

Stephanie of Paradise, CA

1/10/11

Nationstar bought my mortgage loan from Citibank in October. My first payment was on Nov. 1, 2010. I mailed them my payment as directed because they said they didn't have all accounts set up yet. Well needless to say, they took my money but credited my account for $500.00, less than what the check was. I was told to send them proof from my bank that they were paid. I faxed them the info from my bank. Well, it still has not been corrected. When I spoke with Page at ext. **, she told me that my correction request had been denied. Obviously, I was a little perplexed by this. I asked: "What do you mean? I paid you. I showed you proof that you were paid." Well, after being put on hold, she came back. She said she spoke with her manager. She said that I would have to file a claim, and implied that my bank had stolen my money, because they didn't have it. I told her, "isn't that just what you told me was denied, and that you have my money and I proved you have my money? You need to work it out or let me speak with someone who could!" She put me on hold again. When she came back on the line, she said her manager, Arnold, was going to research it and get back to me by Friday. When I asked how I could contact him, she wouldn't tell me but gave me her extension number. She said that I could call her back if I didn't hear from him.

Shawndt of Turlock, CA

1/5/11

We were in the process of a short sale (about 3 weeks from closing Escrow) and our Citibank note was sold to Nationstar, this was on Nov 5 '10. Our agent has yet to hear from anyone from them. I have on several attempts been transferred and transferred to no avail (not even able to leave a message because the mail box is full, etc.). I have been told that xx department is inundated with the purchase of the Citibank loans and they are behind, and to give them some time. I have now been on the phone on hold for 1 hour and 17 minutes and counting! We just found out that Fannie Mae is taking over and I guess they will start foreclosure, I really don't know because I can't seem to talk to anyone who can tell me

at Nationstar who I was told had been assigned to my loan (his official job title is "foreclosure prevention specialist"). He never mentioned anything about a problem other than to say my modification had not "booked" (and did not offer an explanation of what that meant even though I asked for one) and Nationstar would try to redo my modification with terms as close to what had been signed by me as possible.

The last contact I had with this person was on Monday, January 24, 2011, when he called me late that afternoon and requested I submit several documents (a financial worksheet and pay stubs) in order to complete the modification before the end of January 2011 because I was supposed to start making payments to Nationstar beginning on February 2011, per the terms of the Citimortgage modification.

I faxed them to him the next day (Tuesday, January 25, 2011) and to date have not heard anything at all. The next thing that happened was I received several envelopes by regular mail only from the lawyer's office, who is handling the foreclosure for Nationstar. Although I was not aware of that at the time.

Contact was subsequently attempted by me via fax, email and telephone on Monday, 31 January 2011 as I had by then found out Nationstar had filed foreclosure against me with the Arapahoe county public trustee (they sent me their notification which I also received via regular mail only). I already know Citimortgage dropped the ball regarding my modification but Nationstar does not seem to have any intention of working with me, based on the most recent items I faxed them per their request . It would have been highly unlikely that Citimortgage would not have known the delinquent status of the loan when they sold it to Nationstar. It would also have been difficult for Nationstar to not know this loan was in default when they purchased it.

To the best of my knowledge, this can be construed as collusion, which is a violation of the RICO act. I need assistance initiating a "lis pendens" on the foreclosure so as to keep it from proceeding any further and to seek specific performance. (I emailed this to the Colorado state attorney general's office.)

SD of Aurora, CO

2/8/11

Our house was refinanced in October/November. We did not have to make a payment until December 1, 2010. That payment was sent electronically with the old loan number on the check. Nationstar failed to tell us the loan number would change. I sent another payment in on 12/21/10 for $561.73. This was for January 2011. Nationstar posted the January payment to December's payment because they said we did not make the payment. I called our bank. They confirmed the payment was sent and that it was posted by Nationstar. Nationstar would not take the two confirmations from the bank as proof of payment. They kept saying it was posted by our bank to a wrong routing number and account number. Our bank would not be posting monies, only send monies to Nationstar.

In the meantime, we have had hits on our credit bureau and late fees attached to our loan amount. We have been trying to resolve this matter since December. But we are only getting more frustrated day by day. As you can see, we have talked to too many people and not one has taken the initiative to help us. We have never missed a payment and our credit is in good standing. We do not understand why the confirmations from the bank is not enough. Your help is greatly appreciated. If we do not get something done, this could go on forever.

Sarah of Jacksonville, FL

anything.

Tracey of Fresno, CA

1/5/11
I have held a mortgage for over three years and have never been late or missed a payment. In November I received a notice from my old mortgage company stating that my loan had been sold to Nationstar. I sent my last payment to my old company before December 1st as instructed in the letter.

On December 7th I noticed my check had not cleared my bank. I called my old company and was referred to Nationstar. For two weeks I made calls to Nationstar about this payment. I was told repeatedly that they had not received my check but my grace period was extended. I was also told Nationstar was busy with lots of new mortgages.

I finally called my old company again and was given a routing number that would track the check sent to Nationstar. I gave the number to Nationstar and within a day the check was processed (on their system anyway, it took 5 more days to clear the bank).

That was when the late notices started, I received one December 20th and one on the 24th. One had late charges, the other said they had not received my payment and listed payment options. I called Nationstar about this and was told that they had corrected it in their system. I asked for verification in writing stating I was not late on my payment and the delay was due to transfer of my loan.

The representative stated "I don't think we have that." I persisted and finally the representative promised to send me a written verification within 3-5 days. I was also asked to send in a written statement requesting written verification of payment. I faxed it this morning and requested a call back to verify receipt of the fax; I have not received a call.

To add to all of this, I have received two late notices from Nationstar but no other correspondence, not even a statement for my January payment. I sent the payment early without a statement (I included my loan number on my check) on December 21st in hopes that they will not make any mistakes.

I have seen many complaints similar to mine on this site, even some of the comments of the representatives are the same. Some talk about problems with escrow accounts. I contacted my insurance company and notified them of the change in lenders but do not know what to do to ensure that my taxes are paid correctly.

I have also filed a complaint with the Better Business Bureau. I am hopeful this will be resolved eventually but feel unfortunate to be stuck with this company.

Virginia of Prescott Valley, AZ

12/27/10
On Dec. 2, 2010 Nationstar took two mortgage payments from my bank account, when only authorized to take one. They were closed all that weekend, so the following Monday morning I called to complain. The person on the phone told me that they saw that two payments were taken, but that I would still have to show proof.

So within an hour I had faxed in copies of bank account paperwork showing the two withdrawels. It is now Dec. 13 and I have not heard a word. They have kept $2344.03 of mine for almost two weeks and not bothered to contact me about it or the status. I called again today and got someone else who after much prodding said that it had gone to review and that I should hear something within a couple days.

I asked to speak to a manager several times, with the only response I got being that I could call back the same 800 number and probably would end up talking to someone else. Horrible, non-existent customer service. I feel as though they stole my money and are refusing to talk to me about it or give me any answers.

I have also sent an email today with no response so far.

Scott of Sacramento, CA

12/13/10
My mortgage was transferred to Nationstar from Citibank. I was notified by Citibank, via mail, on October 15th. It is now November 18th and I had yet to hear from Nationstar in any way. I called them and tried to get information so I could organize my electronic financial payments etc. An automated message told me that my payment for Dec. would be $2793.12. My payment through Citibank was $2326.04.

I waited to be transferred to a person and spoke with Jose. He was able to give me my acct# and verified the amount that was given by the automated message. I asked why the discrepancy but he could give me no details. He suggested that I fax a copy of my last Citibank statement to their research department which is not a toll free number and will cost me $ to fax. Jose said I should have received a welcome letter that had been mailed 1 week ago.

I asked for another to be mailed since as of today, I haven't been contacted by them in any way and have a mortgage payment due to them in 12 days. I did go online and set up a new account which is showing that my payment coincides with the Citibank amount. Any time I try to get any other information on my account (like my next statement) I get an error page. The website also shows payment options.

I am no longer able to pay directly from my account with an electronic check. There is NO WAY to pay (unless by US mail) this account without using Western Union or MoneyGram Express. These are fee based pay systems. I tried to look at the "Auto-pay Direct Debit" but this option is through Western Union and makes you upfront agree that fees may apply (so I didn't pursue further).

I don't feel that my loan has been sold to a mortgage servicer with equal service.

Laura of Antioch, CA

11/18/10
This company wrote to me to tell me they are the mortgage of my house. I have never heard of this company and I have never signed anything concering this company, nor have I ever have recieved no info from my mortgage company.

Please gukie me, I am 70 years old and I do not know who to talk to. Please help me.

olette of Glen Rock, NJ

1/13/10
was recently notified prior to November 1, 2010 that my mortgage with CitiMortgage had been sold to ationstar Mortgage, LLC.

recently checked my checking account and to my surprise, my mortgage payment was not processed? I nally got trough to someone at Nationstar who indicated to date they have not received my payment? I dicated that they have not sent me any information in the mail with a new account number. The only ing I received was from Citimortgage stating where to send my new payment as of November 1, 2010. hich was done so that the new company could receive such payment.

was told by Robert at Nationstar that they will not charge me any late fees or mark my mortgage as late r 60 days and to keep checking with my bank to see if the check clears???? It is now November 8, 010, and I yet to receive any information from Nationstar. Robert did provide me verbally with a new ccount number for my mortgage, but as he indicated it has not been received.

confirmed the address that was provided to me as to where to send my mortgage payment and he nfirmed that this was correct? Then why has my payment not been processed?

nathan of Palm Coast, FL

1/8/10
ave been paying on my mortgage for almost 20 years now. It has changed hands several times. The rrent mortgage company is Nationstar. From day one they were sending me "late payment" notices hen I was never ever late on any payments.

is last year when the modified home payment arrangements were announced I applied through them it went on the "modified" home payment plan but Nationstar kept sending me statements that I was OT paying them. When I would call they would say "everything is fine, no problem just "IGNORE HEM"". But they kept sending these notices but would not send me any kind of verification that they ceived my payments. I kept copies of all checks, money orders and sent them through "Priority Mail" ith "tracking verification to show that they received all payments.

ear at the first of the year, instead of sending me the paperwork they kept promising to update the odified payment program they conveniently did NOT send me the paperwork. I contacted the klahoma Attorney General who contacted them but they just ignored the continued letters sent to ationstar to provide me with all the documentation of amounts received, dates and all charges posted to y account.
o this da

Nationstar has not complied to any of my requests. They not only would not send any but now they ackdated" paperwork to May, 2010, making it look like they sent it to me in May of which they never d. If they are going to backdate their paperwork then they need to backdate it to January of this year, 10. Even the Oklahoma Attorney General wrote them a letter about six months ago that if they did not solve this issue of concern then the Attorney General would pull their license.

ah Taylor still ignored the request and then this past month sent the Attorney General backdated form

david of tampa, FL

11/18/10
CitiMortgage, Inc has sold my mortgage account (account #2005540020) to Nationstar Mortgage LLC (new account#**********) and in doing so has changed the terms and conditions of my loan.

My previous monthly payment with CitiMortgage was $2,765.15 and my new monthly payment Nationstar Mortgage is $4,370.37. I would like my monthly payments returned to the previous amount of $2,765.15.

Bradley of Spring Valley, CA

11/17/10
We were informed that Citimortgage had sold our mortgage to Nationstar. With Citimotgage our payment was automatically withdrawn from our account at the beginning of the month. This morning I received a message from my bank stating the overdraft protection was activated and monies were transferred to cover my bills. This was a total shock because I know exactly what goes in and out of my bank account.

I checked my bank statement and Nationstar had taken out another monthly mortgage payment. We had no notification and when I called they transferred me to 3 different people and are asking me to give them my bank information. Wait a minute, they were able to take the monies out but cannot put it back in. That just doesn't sound right.

Lydia of Antelope, CA

11/16/10
I applied for a mod 2 years ago with EMC.They continued to get full payments and kept telling me to refile.4 times later,I was paying my car and home owners together at a good rate.Last year they put me in trail mod.I kept paying and waiting.I started to receive statements with a balance that was out of control.I called and asked why are you taking homeowners out,I pay.

they stated that they must take next years out.Still no mod from.I called to pay in july 2010 their phone was disconnected.I called chase who is an invester.They told that they are now Nationstar.So I called them.The lady did not take paymentfrom me said I must now try to mod with them.I sent in papers in July.this week I called to see what was going on.She said they needed more paper work.I said what else can I send other than the house.She gave me a balance of 38,000.Yes I almost had a heart attack.She could not show were this came from.I did not pay one month in july 09,Emc put me into premod and I paid waiting for mod.

They went missing.I was sort 7 hundred a month in pre mod.I know they are doing this to thousands of people they are distroying peoples credit lying on the phone causing stress.Why are they allowed to lie.Homes are the only thing some people have and have like lost 200, to 300 thousand in the market.They change names to avoid being caught.

They have not sent were I owe this amount of money.I have two children and am divorced.Can someone please bring them down.I have contacted Trenton and recieved a docket number in reference to this.

to make it look like they did comply when they did NOT. This is nothing but a smokescreen to take away my property. Now he is saying that I have to contact him through e-mail, as if it's spam.

They also have in possession a check issued to me for storm damage from three years ago. GMAC Mortgage settled this several years ago and sent me a check for $1,600. I did not agree with the amount so I did not cash it for some time. Then when I misplaced it, Farmers Insurance reissued it to me and GMAC but GMAC said it needed to be issued through Nationstar in MY name but Nationstar has NOT given me my check back. Instead they are "holding" my check as collateral.

This is not only illegal but is obtained by false acquisition. They are "falsely conveying" lies to the Attorney General and this not only needs to STOP immediately but I need some type of recourse. I have been paying them more than ever and still all they do is turn a blind eye to my concern as well as tens of thousands of others with the same problem...

Rick of Tulsa, OK

10/18/10

This is my issue and I need your assistance I was laid off from my employer and I am receiving unemployment benefits. I contected my mortgage company, Nationstar for assistance- I was told that I could apply for a loan modification, in which I did.

I have been given the run around for over four months now. I have documentation of every fax and conversation that I have had, I was first told repeatedly that they were not receiving the documents and I knew that was not true, because I saved all of my fax confirmation pages. I had to fax stuff three times, I was then told next that I need additional information. Each and every time their office stated I needed something I supplied it with fax conformation.

Their representatives never contacts me to let me know if they need additional information and one of their reps (I will name later) said that Nationstar do not call people. I could not figure out how a company would not call their customers know if more information is needed. I continue to call and each time it is a different story.

On one occasion I called to follow up & was told that, If I pay my mortgage on time then I would not be in this situation. I worked for the same company for several years and dedicated myself to them, it is not my fault that they laid me off and I look for work each and every day.

Each and every time it is one thing after another. I was told to send information on my father, because even though he did not live with me his name was on the house. I faxed all the information on my father and he also filled out the application, then I was told that I needed proof that he did not live with me, so I faxed all his utility bills and bank statements. After your office received that, they then told me to wait and then the next excuse is that his name needs to be removed off the deed.

So, I had to borrow the money to remove his name off the deed. I had his name removed from the deed on September 28, 2010 at the Henrico County Circuit Court, in Henrico, Virginia and I faxed over to their office the new deed as well as the information from the Henrico Clerks office with the book/page number of the corrected deed. I also faxed the receipt showing how I paid/when it was paid and recorded at circuit court.

I wait thinking they have received all the information needed and since they do not call anyone, I called back and guess what??? Now, they are telling me that they need a copy of the STAMP!!! Are you serious??? Why is Nationstar making this so difficult for me? Why would they refer my account to an outside attorneys office for tax sale within 30 days when they know I have been trying to get a loan modification without success for months.

I have read reviews online and it seems that maybe your company wants me to lose my home. Why is this so difficult? I have spoke with other people who have received a loan modification and no one has went through the trials that I am going through. I am starting to get sick from this,

I am stressed out every day, crying every day, being talked to negatively each and every day by their. I am getting sick just from trying to get my loan modified. I need help and I cannot believe that a company would put anyone through this.

Kiska of Richmond, VA

10/15/10
Nationstar Mortgage Company has added a piece of property to my mortgage and is holding the money in escrow.

This has nothing to do with my original mortgage. They have been taking money out of my regular payment and puting into escrow for this piece of property. This makes my regular payment late and not in full.

James of Temple, TX

10/11/10
I was a little behind on my mortgage (I was rear ended and out of work for a short time). In mid August I made payment arrangements with Nationstar. They told me I needed to make (3) payments before September 1st. Well I called them on August 31st and confirmed amount before i sent the money with money gram. I was told again to make (3) payments to keep me from going to foreclosure and to call back in the transaction code.

Well after i sent the money i called in the code and was told i was still a little behind but out of any foreclosure status. On September 15th i got a flyer in the mail that asked if they could buy my house before it's foreclosed on.

I called the number on the flyer and asked where they got my information and was told the newspaper. I then immediatly called Nationstar. The agent i talked to said he seen where i made my payment as agreed and for some reason it didn't post. He told me he would post the payment and apologized to me for the error. He told me not to worry i was not gonna be foreclosed on. He did tell me i was still a little behind. I said i was going to make (2) more payments on Friday October 8th when i get paid to get caugh up.

Well on October 7th a Fannae Mae agent showed up to my house and said I was foreclosed on October 5th. The bottom line i was told 4 times i was not being foreclosed on. (mid August, twice on August 31st before/after payment and again on September 15th. All it would've took was one of them agents to tell me and i could've paid more but ; wasn't given that option.

$632.23 per month. While I don't send a full payment each month, I pay something. I have paid them $5301.47 so far this year, Oct exluded.

Last month I sent them $400 on Sept 4, $400 on the 17th. The 1st $400 money order was sent back to me. The second one was applied to the loan and that would catch June up. I called and told them I had $466 to add to that along with the $400 they sent back and they don't want to work with me.

The last word out of William's mouth was, "let me see when the sale date is on your house" and then he quit talking. The government screwed up when they gave the mortgage companies a leg up with the stimulus plan. They don't care if they boot us out of our house because they get paid anyway.

Barbara of Mannford, OK

10/6/10
I refied in 12/2009 and on 5/2010 Nation star added $100 more per month to my payments. I called and the escrow people said it was because my insurance went up, after contacting my insurance company they said it only went up $100 for the whole year and 2010 bill was paid. I have made several calls to the escrow dept. since then and they tell me that they miss calculated my escrow and now I have to pay more to caught it up.
I called the person who did my refi and he said the the escrow people were wrong, and not to pay the extra amount.

Who can I contact to complain about this problem.

Matt ******

Matthew of Orcut, CA

10/1/10
Nationstar aquired my mortgage from Flagstar Mort. about 3-4 years ago. Firstly Flagstar lied to me about impounds on a re-fi, saying that they would start an acct. after 180 days of on time pmts. Guess what, they don't even OFFER impounds as is turns out and, as usual, the guy who made the promise is GONE!!! Nationstar has been jerking me around for 1 YEAR on a re-structure. As with other people, as soon as I got current they closed the file and would NOT re-open 'til I was again past due.

This is a trick they use to get you current and deny your claim over and over. These people are liars and crooks!!! I also sent them all docs. requested and after several weeks and no calls, I called them and they told me I needed MORE docs. When I asked why they hadn't called me they they had NO reason. They also did not notify me that they had gotten the second batch of docs, some of which were the same as the first. Plain and simple there will be no re-do, and these are just their stall tactics.

Why hasn't the Federal Govt. who promised these loans under Savior Obama following up on these crooks?

robert of canyon lake, CA

9/27/10

On October 8th I talked to an agent and he said he's gonna get it reviewed by his manager to get it rescinded. I only hope Nationstar acts with integrity and corrects this. I'm supposed to hear back on October 12th. What confuses me more is I went to get my deed to secure debt and it says Ditech still owned my house until Oct. 5th 2010. Then it was sold to Nationstar on Oct 5th 2010 but Nationstar had my loan for a couple years.

I was told my house was sold to Fannae Mae on Oct 5th 2010 but the deed says Nationstar. Very confusing.

Thomas of Savannah, GA

10/11/10

We needed a mortgage modification and we waited for 3 months for this to be worked out and when it finally came through, we were charged an additional $7000.00 added on to our principal which is already higher than the original mortgage.

Lauren of Nokomis, FL

10/5/10
I had been struggling with my mortgage for several months. Nationstar would threaten foreclosure and I'd go find a way to borrow what they were extorting and stop the foreclosure. But there'd be another "no, no, you're not in the clear until you pay more". I went into significant debt borrowing against credit cards, 401(k), etc.)

When Nationstar finally realized I had no more money, they called a local ReMax agent and told him that we had abandoned the house and they could do whatever they wanted with what was left.

We had left for a weekend in Yellowstone and returned to see strangers hauling our personal possessions away. I tried to stop them, but the ReMax agent said he could call the sheriff and have us arrested. But he said he'd give us Sunday to take what we could and get out.

Catherine of Ammon, ID

10/7/10
i received a letter to refinance my loan. i called and was transferred to 4 departments to hear that they could not refinance my home. I think its false advertising. Why send me a letter? Why don't they want to keep properties out of foreclosure? Homeowners with good history should account for something.

This whole refinance and Obama plan is definitely not for the average hardworking debt paying American.

laura of oakland, CA

10/6/10
Nationstar claims that we are behind 4 payment and have started a foreclosure on us. Our payments are

EMC sold our mortgage to Nationstar and without finalizing our loan modification after 13 months of modified payments. Now Nationstar is attempting to force us into an unacceptable internal modification program or move to quick sell/foreclose on our home. DON'T JUST COMPLAIN...do something to fight for your home. We contacted the law firm posted on an EMC Complaint blog - DOMINA LAW Group pc llo at 402.493.4100, only to be surprised that given the number of people seeking help that only a handful have contacted Domina for legal assistance at the level of a class action lawsuit.

As isolated individuals what is happening to us is stressful, frustrating, fear-ridden and seemingly unwinnable, but in numbers we have a chance to correct the terrible wrongdoing at the cost of our livelihoods, our properties, and tax dollars. If these acts are not illegal they should be legislated as unlawful. CALL and speak with Rich or Jennifer. Their email address is www.dominalaw.com.

DON'T JUST COMPLAIN...ACT..

Malcolm of Ringgold, VA

9/23/10

We have had various problems with this company from the time they purchased our mortgage from GMAC to the present. To name a few: they couldn't get our initial payment straight and then tried to charge us late fees. They refused to acknowledge insurance payment from our company (cost 1600/an.) and tried to force us to take their insurance (cost 4000/an.) When we had damage that was paid by our company, Nationstar had to sign off on the check: $900.00 and withheld it for over two months. When I went on the WEB to investigate them, I found hundreds of complaints, some filed with the Better Business Bureau of Texas, some with the Texas Attorney General's Office, and some with individuals' Congressional Representative, as well as the FTC.

Many of the complaints are real horror stories ending in foreclosure. They range from the widow who suddenly found herself with a 75,000 mortgage on her house, taken by a total stranger from Nationstar to people who were out of work and trying to modify their mortgages. In every case, Nationstar dealt with them in such a manner that the victims ended up in foreclosure. See Nationstar Complaints at http://www.complaintboard.com/bycompany/nationstar-mortgage. The level of chicanery is unbelievable as is the fact that no action appears to have been taken to stop this fraud

Ann of Evanston, IL

9/2/10

I was contacted by this company to refinance and I gave them my information. I did not qualify for refinance, but was told I could go forward with a modification. I filled out all the paperwork and submitted them. I called today 8/26/10 and was told that based on several tests that were ran, I do not qualify. I signed a hardship affidavit stating expenses and debts and was told these were the qualifications. Today, I was told that based on the tests ran, credit score, etc., they did not see a hardship and the hardships changed to different criteria than what I signed.

I was very upset because on the packet, that would qualify you. They went on other factor that was not enclosed to me in the beginning. I feel I have been lied to and the personnel were very rude. I have my mortgage through them also and have been with them for over 6 years and it is said that they couldn't

even help faithful clients like myself. I believe I could have saved at least $200 per month to start paying down my school loan.

Monica of Compton, CA

8/26/10

I don't know where this needs to go. It's about another mortgage company and what it did to my daughter and myself. If you can help me get it to where it needs to be or let me know where I need to send it, I would be so happy and maybe less stressed.

In the beginning, Stephanie, my daughter owned this home at Fort Wayne in 46802 with a friend. It was purchased in 1994, I believe, and yes, a couple of times they were late, but they always got it fixed in a short time. Well, then the other owner decided she did not want to own the home anymore and wanted her name off it. Stephanie could not do loan alone so I also put my name on it. How very stupid, I was too old to buy a house in my 60's. Well, the loan had to be at least $60,000 to get the loan through Centex. The appraisal was tampered with, it came up to almost what it needed to be and Centex had the appraiser come up to what it needed to be.

The whole purpose of the loan was to take Leeann's name off and it was to be in mine and Stephanie only. Well, any communication after the loan was closed still would have Leeann's name still on it. They never did any filing at public records office and the title company didn't do anything it was supposed to do. I had to go to public records and do all paperwork for tax breaks and ownership and, etc. I worked for a company in the past and as a realtor, and I did all the footwork and it was done before or right after closing. The payment were to be reevaluated a year later by Centex to see if interest would be lower and the company sold our mortgage to Nationstar, or Nationstar bough: Centex, I'm not sure which.

We got into trouble and I had to retire early due to my health, and Stephanie works for a school system so she's off in the summer. I was missing work and then lots of medical bills and no insurance. It was not a good thing and we tried to work with the mortgage company. They added $10,000 to what we already owed and by now they did an appraisal and it wasn't worth the $60,000 we borrowed in the beginning, but the house is worth now maybe $35,000 and why would be want to owe now $20,000 more on a home that never was worth what we borrowed anyways. But we wanted the other owner name off it and so we did it. We made bad decisions and many more since June 2004.

Before we did this loan, the payments were to Wells Fargo and we could pay in person. Now the loan was in TX and no face to face and they didn't want to work with us. We even tried a short sale and they would not work with the lady on that either. I don't know what to do. Stephanie is moving out and leaving the home ASAP. And I am in another state and did a Quit Deed already and filing bankruptcy in the near future. In fact, I have almost paid it off and ready for filing. I will include it in my filing. I don't know if anything can be done, but we were lied to since day one by Centex and Nationstar.

Donna/ of Fort Wayne, IN

8/26/10

I am looking towards the Federal Help program for unemployed and realize that every contract I have seems to be a problem that I must solve. I too have had mortgage payments increased without merit and

are wondering if there might be problems with Nationstar and this program? Also, what can a customer do about the issues listed in other letters and what can I do to avoid future problems?

Candace of Sturgis, MI

8/23/10

I underwent a re-modification for home loan which was originally held by GMAC but sold to Nationstar in April 2009. The modification I later discovered had tucked onto my payments $17,000 for what Nationstar claimed were unpaid escrow amounts. I had an escrow account with GMAC and they sent me statements regarding how much money they had paid for county taxes, insurance etc. I paid escrow monthly with my mortgage payment. Even though I was behind by about two months on my payments by the time of my modification they claim I owed the $17,000.

I have attempted to contact Nationstar to give me documentation on escrow payments from GMAC or documentation on how they computed the current escrow payments but I get different figures from the escrow dept. Who claimed I only owed about $1,000. I have that in writing but their documentation does not even reflect my current modified loan.I believe Nationstar is defrauding me of my money and I cannot dispute anything because they continue to give me the run-a-round. They have lowered my interest to two percent but have tucked on extra payments. Can I get anybody at Nationstar to provide me with the escrow computations for my current mortgage payments? I have documentation from the re-modification dept. and escrow analysis from 2009. Can Nationstar stop defrauding hard working home owners and do the right thing?

robert of katy, TX

8/21/10

This is about Nationstar's foreclosed properties that are for sale. We need to override this process of Nationstar's pre-approval. My buyers have put an offer on a foreclosed property held by Nationstar Mortgage. They already have loan commitment but Matt ** at Nationstar will not give a pre-approval so we can't get an executed contract needed for the buyers' loan to be finalized. Briefly put, the buyers are putting down 40% cash. They have loan approval, but we need the Purchase & Sale Agreement signed to finalize the purchase of this foreclosed home.

Roger of Jacksonville, FL

8/17/10

We have been trying to get a loan modification for 2 years; we have been ** around for the whole time. We went to mediation, and an amount was agreed upon for both sides. After not hearing anything for about a month or so, we called them, and was informed that the original amount that was agreed upon would be increased by another $600 per month. When we said no to that, they are now foreclosing on us. We just don't understand why they won't come down on the price, but they will auction the house off for next to nothing. We need help trying to save our home.

Ken of Stuart, FL

8/17/10

I was sent a loan modification in the mail by FedEx. Mind you, I had asked for a loan modification back in April some time ago and they told me that they had already given me a modification and that they couldn't help me. Furthermore, even though I had lost more income and I had sent them all information proving that I had lost even more income, I explained to them that I had a job and that I was having problems making the payment and that the payment was more than 30% of my income and that the loan was upside down loan and if they could help me and reduce the percentage rate/loan amount to 30% of my income. The answer was, "No, we can't help." So I continued to make a payment even though it wasn't in the full amount. They never sent it back or never said that I couldn't do that. One of their customer service representatives told me that it would be held in an account until it got to the loan PMT amount. I said okay, that I wasn't able to make the full PMT on the first science I had just started working a new job and only paid every two weeks.

So time passed, I received a FedEx package. In the package was a modification. So I read it and I didn't respond right away. So this representative named Shawn called me and asked me if I had received the package by FedEx. I said yes and he asked me when I was going to send it back. I said when I finished reading it and he said that they wanted the money on or before my pay day. They never asked me if this date would be good for me to make initial payment to start the loan modification.

He said that the company was trying to help me and that I should do what they asked. I told him that I would to the best of my ability, and that the payment was fine just that the first FMT was hard to meet because my checks came in the mail and that I was waiting for the checks to arrive that had been processed already and that I had to wait at least 10 days before I could inquire as to the whereabouts of the check. In the meantime, I told them that I also received a check from my other job and that I would receive it on the 8/6/10 which was Friday, the same day they wanted the payment in.

So when I received the monies in time, I went to the Western Union at Nix Check Cashing to make the payment by money gram and their computers were down. The reason I went there is that I had made payments to them there before and that they had all the information in the computer already and they weren't going to charge me an extra fee for inputting the information, and I trusted the PMT to go through, but the computer was down. I went there three different times and they were down all late afternoon. So I called Shawn and I explained the situation to him on the phone and that I would send the payment soon as the computer was up. I left him a voicemail on his phone at 7:44 my time. Monday, I got a call from Nationstar that the payment could not be received by them. Because it was too late, they wanted it on 8/6, the deadline had passed, and that the audit department wouldn't let him take the PMT now.

I told him that I had the money and tried to sent it Friday, but before all of this, Shawn had called me on the 2nd of August and asked if I had read the paperwork. I said yes and that I was waiting until Friday when I had all the money and that I would send it to them the FedEx with the payment, which I had done with them before. He said that would be okay, but he just needed me to get the paperwork signed and notarized, and to fax it back to him and that they could wait for the payment on 8/6. He said, "Actually your payment wouldn't be due until the 11th of August." I said okay. I could work with that and have everything in before that time. We hung up.

I faxed the notarized paperwork. He called me back to confirm that he had received it that same day and that everything was good. The next day, I noticed I had some voicemails. So I called. It was Shawn saying that you know that the deadline for payment was the 6th of august. I reminded him that he had told me the day before that I had until the 11th to actually get the payment to them, but for me to try and

get the payment in on the 6th, I told him I would do my best. He said I had until the 11th again and he didn't say anything and we hung up the phone. The payment wasn't sent on the 6th, the computer was down. I told them I would be sending the PMT. This morning, the 9th, Mr. Chris ** said it was too late that he would send the payment back.

If I sent it, he wanted it in on the 6th. So, what should I do now? I've been in this house over 10 years, my PMT went from $3,236.00 a month to $517.44 interest only for two years, but they won't take the $907.55 for the modification that I already signed and had notarized. They wasted my money and this isn't the first time they have pulled some underhand stuff with me, they have lost paperwork, stated they never received it. I know they did. I sent it through FedEx, how they sent it to me is how I also sent it back in their envelope. So now I need help with these underhanded people. Help, help, please so sick to it.

angela of los angeles, CA

8/9/10

I was sent a loan modification in the mail by FedEx. Mind you, I had asked for a loan modification back in April, some time ago. And they told me that they had already given me a modification and that they couldn't help me any further even though I had lost more income. I had sent them all info proving that I had lost even more income. I explained to them that I had a job and that I was having problems making the payment and that the payment was more than 30% of my income and that the loan was upside down loan and could you please help and reduce the percentage rate/loan amt to the 30% of my income. The answer was no, we can't help.

So I continued to make a payment even though it wasn't in the full amount. They never sent it back or never said that I couldn't do that. One of their customer service reps told me that it would held in a account until it got to the loan payment amount. I said ok, that I wasn't able to make the full payment on the first since I had just started working a new job and only paid every two weeks. So time passed. I received a FedEx package. In the package was a modification. So I read it and i didn't respond right away. So this rep named Shawn called me and asked me if I had received the package by fed-ex. I said yes and when was I going to send it back. I said when I finished reading it and that they wanted the money on or before my pay day and that they never asked me if this date would be good for me to make initial payment to start the loan modification. He said that the company was trying to help me and that I should do what they asked. I told him that I would to the best of my ability and that the payment was fine, just that the 1st payment was hard to meet because my checks came in the mail.

angela of los angeles, CA

8/9/10

Nationstar Mortgage bought our Mortgage form Flagstar and then the trouble has begins. First ,there was not enough homeowner's insurance. The insurance company called them and told them that there was more than enough. Then our paymouts went from $1,843.85 to $1,950.21, because we didn't have enough in escrow, where did the escrow money go? We had enough when Flagstar had our mortgage. As we try to add the numbers up, we cannot get them to add to come up with any consistency.

Our taxes over went down, but our payment keeps going up! What is going on? Who watch's over these

kinds of companies? They will not even do a home affordable modification program. But they will do a deed in lieu or a deed for lease! That means we sign over our home to them. We all need to start a class action against this company. Send your e-mails to ** and let's get started.

Rebecca of Spanaway, WA

8/8/10

In less than the past year, I have began to have problems with this company. I hadn't been late on any payments but all of a sudden, I was being charged hundreds more each month. I contacted them and they told me that because I lapsed in insurance coverage 4 years ago (that they claim they paid for me) they are now charging me for it, four years after the fact.

However, in '07, I had my loan re-modified due to economic hardship. With that being said, I thought that any amount including insurance from the previous year would have been included in the recalculation of the loan modification. I guess not since I am paying an additional amount. Also, they are charging me taxes. Where I live, property taxes are paid in arrears. I am paying previous taxes and taxes for the upcoming year it seems.

My bill went from 379 to 489 plus, I've sent an extra 200 for the past 3 months. My daughter requested that they provide a detailed summary from the past four years when they claim they had to pay my insurance and they haven't followed up since. They constantly call even after they receive a payment inquiring about when they will get the next one to bring the account current.

P. of Canton, MS

8/6/10

I paid my mortgage for 5 years on time. I had a 5.5% interest rate with a 5-year pre-pay penalty. I waited and apply for home modification. They keep telling me they are working on it ,and I did not need a lawyer's help on this ,even 3 days before they foreclose. They sent me a denial notice after they bought the home themselves. Devastating! This is professional stealing of a person's asset.

saidu of houston, TX

7/30/10

I have been dealing with Nationstar since August 2009, trying to get a permanent Modification. I was only able to speak with the intake person never the supervisor, even though I kept one guy on the phone for 45 minutes asking for the supervisor. All these lower level personnel gave me the same runaround time and time again. No one ever said I didn't turn in my documents. They all agreed I had complied with all necessary paper work. Everyone said, "Wow your paperwork looks good but I don't know when you will be approved." Then lo and behold, January 2010, I was told we didn't qualify for the permanent solution but they could give me an interest only loan for two years and give me a 3% loan because I had excessive forbearance.

Funny, I have managed to pay all my bills on time and never been late on a payment to them or anyone

are in as a country, your institution has learned nothing.

The mortgage application that I received is riddled with statements about my finances that are quite simply lies. Somehow I suddenly have $75,000 in the bank and the that market value of my properties is $680,000 all such claims that I never made to Jeff and that Nationstar expects me to sign as truth. I believe that this exposes the predatory lending practices of Nationstar. When they are working on a program that could actually help the homeowner (HAMP), they request information multiple times and make inquiries into every detail. However, when they are doing loans or loan modifications, they are willing to take liberties and falsify applications.

Victor of Henderson, NV

7/22/10

Wow, I see Nationstar has made a name for themselves and not a very good one! I bought my home in October 2007 with Flagstar; then it was sold to NS. I had been having financial issues much like half the country. I called and talked to a representative and after reviewing all my finances, I clearly needed help. He said I "pre-qualified" for the modification. He sent me paperwork and I sent back what I needed to. Months went by and I called and they said I didn't qualify. They are not willing to work with you at all. I have called numerous times in tears and upset that I didn't wanna loose my home and they didn't seem to care. They are terrible! I am not probably going to go into foreclosure because they wouldn't work with me. You would think they'd want to try to make more money then losing more, but when your a company like this, I guess they don't care.

Sean of Falling Waters, WV

7/20/10

I applied for, and was granted a temporary loan modification, that would become permanent after 3 months, if I made my trial payments on time. I made all of my payments and continued to get harassing calls from Nationstar, stating I was not making my payments. After 4 months, I called to find out where my permanent modification documents were. I was told several different stories, and ultimately received the papers the next day. They were signed, notarized and received by Nationstar on June 7, 2010.

They continued to call and harass me, stating that I am not paying my house payment. My husband spoke with them and they stated that my permanent modification would go into effect on July 13, 2010. This did not happen. Today I received a letter stating that they had not received my June & July payments, however, my checks cleared June 1, July 7 & July 12, 2010. Nationstar also removed funds from my escrow account, to cover "late fees" that were not in fact "late fees", as I was paying the trial modification amount.

Please help. I am scared that we are going to loss our home because of Nationstar's inability to maintain accurate records & update my account. I have $900 from my escrow account, that they refuse to give back. They have since raised my house payment, to cover the shortage, and are now threatening foreclosure.

Stacey of Palmdale, CA

else. But now, they claim they denied me for Excessive Forbearance. What a bunch of worms. This company is not complying with the Obama plan. All they are doing is making their customer leave their houses. I have tried NACA with no avail because Nationstar said we are only going to give them this program and in two years they can reapply for a loan. Well, in two years our credit will have sunk to the point I won't be able to get into public housing. I don't know where to turn. I have written Congressmen, Senators, and Good ole Charlie *** the Governor Of Florida. They are in bed with the Banks who pay them to keep us under their thumb. It is only going to get worse.

Janet of Loxahatchee, FL

7/28/10

I purchased my house in 2007 with a bank called Flagstar, but they went out of business and sold my loan to the current company-Nation Star. Since then, they have made my life a living hell. The moment they took over my loan, they requested that I buy Hazard insurance although I own a townhome and it is already covered by HOA. I've called trying to explain to them that I already have insurance and I made many attempts in faxing and mailing it in but they denied ever receiving it. At one point the managers hung up on me because I keep insisting I do have insurance. I called the other day and they said they have put my account in default and I will be sent to collection.

They also said they have put my insurance in escrow to pay for property tax, impound and insurance although I've been paying every month the exact amount I originally bought for. I talked to them on Monday and I'm now behind by $8,800, due to late fees and all these craps that they claimed to buy for my home. How can that be when I make the exact amount I owe monthly? I finally gave in and called an outside insurance company and bought insurance for only $549.00/annually. How do they go about making me pay $3300 for insurance and charging me late fees and escrow fee and impound fee when I pay on time every month?

Whenever I call them they would have me talk to different departments-insurance, escrow, billing etc. because one department does not know what the one does. I have also tried contacting a lawyer whom they agreed to take my case but they said the fee will probably be more than the amount I owe. What else is there for consumers like us can do? I was told by many that banks like Nation star do that to owners with 10% plus equity, forcing us to go into foreclosure so they can take over our house and benefit from our equity. I don't know what else to do? Can't the government protect us?

Jenny of Santa ana, CA

7/23/10

After being accepted into the trial payment program and then rejected by Fannie Mae due to the misapplication of trial payments by Nationstar, I attempted to do a traditional loan modification in an attempt to keep my house.

I was then contacted by Jeff ** who was more than willing to help me pursue the refinance program. After several discussions with Jeff and doing more research into the program, we decided to pursue the refinance option. Jeff indicated that in order to proceed he would need to run my credit card for $8 to generate the package. No problem. It is upon receiving the package that it was made clear to me how unethical Nationstar Mortgage is. And furthermore, that despite the calamitous financial environment we

7/18/10

I am a united States Marine Corps injured vet and I am using a VA loan. I put an offer for 152000 on a home that was listed at 149000. They countered and said they would accept my offer and pay my closing costs if I financed through them. So we agreed signed the counter offer and were told they would send the contract that afternoon.

Well 2 days later after being blown off they tell me that they took a cash offer for 110000. I believe that I was lied to the whole time to try and get prequalled with them and they had no intent to sell me the home and I feel like I have earned a right to be treated honestly. Long story short I will never finance through them and will never reccomend them to any one I know, and hope they go bankrupt so they cant lie and hurt any one else.

Richard of mesa, AZ

7/15/10

This mortgage company is exasperating to work with. Holds to customer service average 1/2 hour. They failed to pay my insurance from escrow on time. They sent me erroneous late notices. When I lost my job, I was late with payments, for obvious reasons. Yet my attempts to pay on time are almost impossible considering hold times and the fact web payments almost always fail. The most recent occasion, I could not pay online; when I discovered customer service was closed, I immediately sent an e-mail to the online customer service contact to alert them that I was unable to pay, and that I did not want a late fee. I have copied a portion of the exchange, below. I was charged a late fee, and told by customer service the first time that I did not contact Nationstar by the 15th (not true). The second rep I talked with in order to remove late fee told me I had made no attempt to pay my mortgage. Frankly, it is exasperating.

Erin of Cannon Falls, MN

7/15/10

This is the text of my latest complaint to Nationstar Mortgage: This is the fourth installment of a complaint about Nationstar's illegal non-compliance with a payoff demand to Americash Mortgage. I have filed one complaint with the Dallas Better Business Bureau, two so far with the California State Department of Financial Institutions, one with my congressman's office (Sam **), and I am documenting this and all other complaints for a master complaint to the California State Department of Corporations, which licenses Nationstar to do business in the State.

I have also written complaints online in various locations. Non-compliance with California Civil Code 2943 carries penalties for the failure of a mortgage holder to provide a payoff statement within 21 days of the initial request, which was June 11th, 2010. The fine is $300 per request and the tally is over $7,000 so far, and still no payoff statement has been sent. My rate lock on the new loan expired on 6/30/10, but was temporarily extended by Americash. That courtesy has also expired at this point.

Every call to Nationstar results in a different story and yet more promises that are turn out to be false. Connections to "Managers" turn out to be individuals who are non-management that only wish to get me off of the line. All Nationstar personnel refuse to provide me with a direct number or email to an

individual who will handle my complaint.

I will not give up in my attempts to escape the clutches of Nationstar Mortgage, and will do all within my power to make sure your company is banned from doing business in California. A copy of this correspondence has been captured as documentation.

David of Seaside, CA

7/11/10

In Oct. 2009, we started the hamp modification process. All paper work, all payments and every bit of information asked for or needed was supplied in full, on time and completed as needed. Months later after me making all the follow-up calls and trying to determine the status of the process, we were told that we had been denied the already approved modification. The reason wasn't exactly clear and very little information was supplied, if any.

Now all of a sudden they want to do an "in house" modification and it will supposedly only take weeks! During this time we are being hounded with past due notices both regular mail and certified mail, phone calls and threats that they are starting foreclosure (sp) on our home. Even though all payments were made on time as per the modification process we are now being told we owe the the past due amount, the fees and any other associated monies. You can never get a correct answer, you can never get past a customer service rep and you never get the same person more than once.

Now after seeing numerous complaints about this company, I want to know why no one is investigating these people, this company and their business practices. How can a company receiving so many complaints go unnoticed? We have no idea where to go or what we can do other than letting them take our home or try and do a short sale to get out from under all of this.

Bob of Alachua, FL

7/8/10

My loan with GMAC was sold to Nationstar in 2009. I lost my husband, my income was dramatically reduced, so I applied for a loan modification. I filled out the packet of paperwork, completed the 3-month trial period, but never received the final modification paperwork. I called every month to make sure all was well with my modification. I was told every month that everything was fine, no need to worry, they were just running behind because of so many modifications. So I waited for my final paperwork.

Nine months later, there is a note on my door about my pending foreclosure. I was in a panic,and called them, and was told that they didn't have a good phone number for me, and therefore they are foreclosing. I was told that I had failed the modification program, and no longer qualified for the modification, and if they did in fact work with me, my payment would go back to the pre-modification amount. I then called HUD who left the foreclosure notice on my door, and who is working with me to re-modify my loan.

Now Nationstar says that they can get me back on a similar modification program, but the payment may be a couple of hundred dollars more then the initial modification. I have to start the modification program from scratch again. For the love of God, somebody needs to put these people out of business!

Joyce of Westminster, CO

7/7/10

I refinanced original mortgage with them from 6.7% to 5% and pulled out cash. I sent in paperwork and was e-mailed a confirmation from someone else with wrong percentage and closing costs. I spoke to E. M., and he apologized by telling me that the one who gave the percentage is new and inexperienced. They sent the corrected numbers, and I then received a 43-page packet from them with the original wrong numbers in it, asking me to sign and return. I told E. M. that I do not want someone getting their experience on my mortgage and do not want her to contact me again. E. M. sent a mobile notary to my home to close loan.

This notary asked me how I wanted my cash-out to be paid. I signed a release for them to wire money into my checking account and gave her a canceled check that she asked for. She told me that the funds would be wired into my account in 3 days (6/30). No funds were wired into my account on 6/30/ 7/1 or 7/2. I made 6 phone calls to E. M., his supervisor (Said ***) and customer service, leaving messages. I also sent e-mails to same. No return calls, e-mails or money.

I finally got e-mail addresses of 9 vice presidents of Nationstar and e-mailed them all asking for someone to return my calls. This finally elicited a call back from S. S. that there is a check sitting inside my storm door at home sent yesterday. I asked why I was told by E. M. that it was wired to me on 6/30 @ 5PM and customer service said it was wired at midnight so I had to wait until tomorrow and go back to my bank. I also asked what happened to my canceled check. I was tole they didn't know and that they never received it.

I didn't expect to have to chase after my money for 3 days with not even the courtesy of returning my calls. I would never ever use Nationstar again. If you are considering going with them, do what I should have done: internet search for complaints!

Lee of Matawan, NJ

7/2/10

I have never been so humiliated and upset with a company. I have been in my home for 12 years. Never missed a payment, always paid more towards principal I was at EMC, and transferred around more than I can remember, never had a problem getting my account properly corrected if anything went wrong, until now. This is my first transfer where no one seems to know anything about unfair business practices. I was transferred last month to Nationstar from EMC, first they did not reflect my modification lower interest rate I did with EMC, said they did not have any paperwork.

I called EMC, who said they sent it with the transfer. First problem, Nationstar lied to me. I emailed them my modification paperwork. Then they said I needed to make a payment first. I did, they got it and cashed it, but never applied it. I emailed them the cancelled check. They changed my account. Thought "way is everyone having problems with them, they did what I asked them." Well, I finally got online to my account, 30 days after the loan was transferred, and found out they applied my payment 16 days late, which they think I was stupid and did not know that that added more interest because interest is accrued daily. Then I noticed they applied $2.00 from my principal payment to something called other charge.

I called them up and spoke with the most arrogant individual saying first that the charge was for

processing. I told him no I paid by check which has no processing fee, then he put me on hold, came back and he said it was a one time charge Nationstar charges for transfers, I told him no, I don't pay transfer fees for one company to buy out another's loan, and for him to credit it back, then he put me on hold again, and came back saying this was a charge EMC made to them at the time of transfer and they just are having me pay it, I said no, I have NEVER paid transfer fees in all my loan transfers, and asked him to have them put it back to my principal, and back to the day I actually paid and they cashed the payment-day days prior, he said the company would not do that and to deal with it.

I was guessing the company was hard up and needed the money. I told him I wanted to speak with a supervisor, he said there were none on duty-why did he put me on hold? then I told him I wanted one to call me back, he said that this place I called was an inbound call center and they could not do that, or make outgoing calls. Can you image for this stupid $2.00, and a couple of bucks of interest I was starting to get angry. Now its has to do with the principle of it all and I wanted their help.

I ended up hanging up on him and emailed the guy that helped me with the correcting of my lower interest rate problem. I am still waiting for an answer. But then I noticed the online account showed that the payment wasn't even reflected until 10 days after payment. This has been frustrating to say the least. Well, they dont know I work for real estate lawyers, and have talked to them. They said they would help me for free to correct this if Nationstar does not comply. I just had to vent this and tell everyone my story. But there is an even duped problem that Nationstar refuses to know. I cannot refinance or sell my home because several years ago, I was duped into buying a business and taking almost all my equity out of this property, i: was a lot.

Unfortunately, I had lost that business not knowing I was duped into that mess too, I ended up having to file bk and saved my home, but a year later, the housing bubble burst and my house is now worth $200k and my loan is $375 (the original loan before modification was at 8%, I was able to modify for 4 years with EMC for 4.375%) or I would have lost the home again. If this does not get resolved, I would end up giving them the house back. Voila, they now lost $175k on this new loan. But I want to stay here for the rest of my life and would be willing to pay my mortgage on this home, unless scammed again.

I am hoping I don't have as much problems as some of you. I did note the president of Nationstar's number on one of these emails below, and have it in my records just in case. I would hate to give up and give it back, but if they are so greedy to nickel and dime me, I will. Thanks for listening. Possibility of loss of home in the near future if nothing is resolved, because I will never pay for fees that are not told to me, and would never be able to pay the higher interest rate as a single mom.

Michaele of Santa Ana, CA

6/29/10

My loan was bought from GMAC mortgage company in December of 2008. I did not receive notification of this until March of 2009. Since then they have harrassed me for escrow money they said I owed for a lapse in my insurance coverage when with GMAC. I have provided notification from the insurance company and GMAC stating this was incorrect I have never had a lapse in coverage. Here I am in June 2010 and they are trying to foreclose. although I have made every single payment where I was wise enough to mail certified, signed receip.

I have called them more times than I can count, I have been hung up on, and recieved mail from them daily. I have contacted them by email, their website, letters after letters. Event sent a request to their CEO requesting action. I am today sending packets to every department with Nationstar in a last ditch

effort to have this resolved and then I will have no choice but to obtain an attorney to resolve.

This has caused such stress for me being a wife, mother of 4, and a full time student. I have spent countless hours trying to resolve that I do not have to give to a incompetant company. It is a second home of mine in another state on family property and has caused stressed for my family as well. I make my payments seriously people pick on someone else.

stephanie of cleveland, TN

6/24/10

Nationstar Mortage practices creative accounting 101! I noticed they were charging me double my escrow payment the last few months. Upon inspection of my annual escrow analysis report, I see they listed my school taxes as being paid twice. I checked with my county tax collector, and they stated they only received ONE payment from Nationstar. If there were a duplicate payment received, they would reimburse the account in full. This 'double-posting' error, which they have corrected internally but have not entered the credited error into my account, is causing an additional payment of $900.00 per month!

I've tried unsuccessfully to argue this point, but having to deal with their customer service department is a JOKE! Nobody there, even the individuals in the escrow department, can tell me how an error like this can occur, and not be corrected to reflect in my monthly mortgage figures correctly. I believe this was NOT an error at all. I believe they do this intentionally to make the mortgages inflated, so that it appears that people are over-extended when in fact they are NOT. I have also applied for (twice) and been turned down (twice) for a loan modification. The first application stated that our monthly payment did not meet the government requirements of 31%, which it did...the second time, they stated we have excessive forebearance, which is a LIE! The reason it looks Excessive is due to that duplicate posting of my school taxes. This company needs a government audit, ASAP!

Robin of East Stroudsburg, PA

6/16/10

I had a Modification agreement with Flagstar bank for the amount of $1,303 Sept 2009 I got a letter saying my loan was sold to Nationstar and I would need to start sending them the payments starting Oct 1 2009 and the 3 month trial period will still be valid so I keept the payments up for the next 2 month that would make it the 3 month trial and when I did this I called them to see what was next they said that they have no idea what I was talking about they have no paper work to keep the payments going and they will get to the bottom of this so I kept the payments going sending them registered mail and PO money orders they said to call them in a month I said I would call them every week I did they never knew what I was talking about

They got the payment and don't understand what is going on ,this has been going on for almost a year now today they are saying I do not have the proper paper work in and need to send them all the paperwork all over in the mean time they are not paying my Taxes or my insurance witch this is part of the money I am sending, now I see all these feedback form all these folks on the internet what there going through and it looks the same they are getting my money getting money for ther co. to sell me overpriced insurgence and sell the house out from underneath us and kick us out and get more money I think someone needs to help us this is stealing as far as I see I called FTC They said they need everyone

to call them and make a complaint then they might be able to do something The Federal Trade Commission No. is 877-FTC-HELP I think everyone need to call. ..

william of white lake, MI

6/3/10

This same thing happened to us. everyone needs to call the FTC Federal trade commission. if they get enough complaints they will have to take action and close them down.....

william of white lake, MI

6/2/10

We have a mortgage with Nationstar Mortgage. A few years ago when my husband's health began to fail, I invested our savings to develop a property we own in the Orlando area which was one of the fastest growing areas of the US. It now has one of the highest foreclosure rates needless to say, our development failed. within the last year and a half, my husband was diagnosed with Alzheimer's disease and is ill. Our son quit college in order to help me. Simply said, I have had an extremely hard time making ends meet. Nationstar has been extremely disagreeable and rude in the collection of the mortgage payments.

I have been late on four payments at which time Nationstar has their agents from India call us at least twice or three times a day including Sunday. There have been days when they have called as much as six times. Nationstar has used scare tactics and has harassed us to the point that I have borrowed on another piece of property in order to pay them. I asked a manager if he would consider removing some of the four late charges and his response was that he would remove just one.

I have reviewed our financial situation numerous times and the agents have advised that I should sell and that I should increase our monthly mortgage payment by one or two dollars/month which would be applied to the cost of the late fees over the period of the loan. I am willing to sell our half in a property we own in order to pay off all of our debts. Couldn't Nationstar work with me and remove more than just the one late charge? Please, help, please.

Trina of Hollywood, FL

5/27/10

In nov.2009 I applied for a loan modification.I sent the paperwork many times and they lost them many times.Im still waiting for an answer.This company doesnt care a bout the customers, they are unprofessionals,rude and liears.They should be out of Businnes.Somebody should do something and stop this.They are not helping the people in this terrible situation.This matter is been stressful for me and all my family.

marcela of hollywood, FL

5/27/10

I've had problems from the start. In 2006 I went to lending Tree to find a mortgage company to refinance my home. I was promised the whole ordeal would take no longer then 3 weeks. My credit score which I monitored was 728. 4 months later my credit was down in the 400's my mortgage went from a 6.70% to over 9% and the payments were going to kill me. I lost my income and had to take a part time job with Kmart. I tried to get them to help me and they would do nothing. I ended up in foreclosure.

When we were almost down to the wire on my children and I being evicted they offered to put the late payments on the back of the mortgage and I only had to pay $1000. Then in 2009 I contacted them about going for a modification. I sent the paperwork in express mail so I had proof they recieved it. No where in the paper work did it say certified checks or money order was required. I called to make sure I had everything in order before sending the packet. That was when I found out I had to send a money order. Well needless to say they have tried to tell me that they never recieved any of it but I had the proof from the post office so they had to back down. I was also told I only had to send money orders for the first three months and that I could use personal checks after that. In the fourth month I sent and check and they rejected it. I sent a money order for that month and they say they never received it.

Recently I sent my May payment and they returned it saying I paid insufficient funds. It is a money order. When I called first I got no return call from the woman I was working with then I finally just spoke to anyone. My check was returned May 5th. I was told I was taken out of the modification program on May 18 for a lack of payment for May. This is beyond insane. Now I am being told a supervisor will be assigned to my case and it will be re assessed. My whole life is in turmoil. I am a widow and don't know if my children an I will have a home to live in. I am now unemployed and have found out there is a new program starting in July for the unemployed. I have requested to apply for that. I don't know what will happen.

Diana of Diagmans Ferry, FA

5/25/10

Been trying to get help with my mortgage since 2007 when my husband lost his job. They sent me a modification letter back in 2008 but the payments where not what the letter we signed stated. Applied to the making home affordable program and sent in two of the three payments on time only to have them call me just about everydey telling me I needed to send in more papers. I was unable to make my third payment on my trial period ontime due to some transactions on my bank account that left us unable to pay any of our bills for the month of April and part of May. I contacted Micheal who was working on our modification at the time to enform him of what has happened and no one worked with us. My statments says my last payment was 1/2010 and I know we sent a payment in February and March of 2010 I have my Moneygram receipts. Someone has to find out what is going on with these people and why they let you get to a level you can not crawl out of easy before they try and help you.

Toni of Hayes, VA

5/20/10

The first complaint is that Nation Star took over the mortgage without officially notifying me of the change.

The second complaint is the harassment by Nation Star that I am one month behind in payment. even though I proved to them that I made payments through my bank statements. I get charged for late payments. I sent a letter to this affect and never received an answer. Still to this day it is not resolved.

The third complaint is the adding of additional insurance from Nation Star to my escrow and monthly payments. This after they made me get additional insurance myself. Basically, I am paying double insurance for the same town home. After talking and writing letters to the insurance department, I never receive an answer and they keep adding late charges.

My written complaints to them do not seem to help and no senior staff member investigates this.

Martin of Wesley Chapel, FL

5/20/10

I filed BK when I had my mortgage with GMAC...4 months later they gave my file to Nationstar....my name is still on title to the home....I call and call, I want it removed....I get the runaround...being told that takes time! Well this happened 2 yrs. ago, how much time do they need.

J of Alpharetta, GA

5/20/10

Back in September of 09 I had called to request a modification loan as the economy and myself fell on hard times. Since then I have been in contact with Nationstar on a weekly basis to follow the steps on my mod. They sent the package with the paperwork to be submitted and I returned it promtly to get this going. It took them almost a month to enter it into the system after I overnighted it to them on 10-16-09. Since then I have received a run around and different answers from everyone I have spoke with. One would say oh there should be something within 2-3 weeks one said next week.

I finally got a "supervisor" on the phone who I explained this too and suggested that they train their employees the same then the client wouldn't be wondering day to day. by the way getting a supervisor on the phone was a chore in itself. After months of waiting and phone calls to see what phase my loan was in, I am still waiting. It has been 8 months from the start of this and I still have no answers and now the reps keep sending me back to the que for someone else to speak with...WTF can anyone at this company answer a question honestly? After almost 22 years with GMAC, Centex and now Nationstar wouldn't that prove loyalty, yet they still don't care!! All I have to say is RUN RUN and don't look back this is not the mortgage company you want!!!

Sheri of Oakley, CA

5/14/10

Went through loan modification and went over papers with an attorney before signing. Despite this, Nationstar interpreted escrow balance differently and depending on the department I speak with I get 3 different values and am now allegedly in arrears on loan despite following the terms precisely as specified.

I learned this week that I am now in arrears by almost $700 for escrow despite the paperwork provided at the time of the loan modification. Nationstar customer service reps call me every week and we play phone tag. When I tell them to put it in writing and that playing phone tag detracts from my job, they refuse to put anything in writing and don't much care that I could lose my job having to call them every during business hours. Apart from the loan modification papers which emailed to me, Nationstar refuses to put anything in writing; and the things they do put in writing can vary when later asked to be verified by their loan modification dept vs. customer service dept vs. escrow dept. Was told that the escrow could go up again because they are required to maintain a 2-month float which could cost me yet another $1,500 or more. Who can budget for such drastic fees. There was no mention of them in the loan modification papers. I feel as though I am being bilked and that I would be better off paying my taxes and insurance myself. When I paid my May payment, the phone recording acknowledged the payment and then said that it would not post until May 15th and that another payment would be due on May 1st, 2010. I made what I was led to believe the full payment via Western Union. My confidence in this company managing my mortgage account is minimal. They don't really know what their doing and their mistakes come at my expense. It's just not right.

Brenda of Visalia, CA

5/13/10

my wife and i wanted to refinance and we went to the lending tree? web site and after i hit the enter button i got a call from Kelly from nationstar, we went through all the paperwork and to make a long story short we were told not to pay our oct 2009 payment to wells Fargo and do not pay our property taxes on oct 19 the day we were to close they called and told us they could not go through with the loan because of our pmi ??? I talked to wells Fargo and they said there was no reason why the loan could not go through, and that our pmi had nothing to do with getting a loan..

Lindsey of vancouver , WA

5/12/10

I bought my home in December 2005, My house payment was 1042.53 a month and that included all taxes and insurance. My loan was with GMAC, well suddenly my statements come as Nationstar Mortgage Co., to after knowing that GMAC was bought out or whatever, it didn't matter much to me because everything was going to be the same!! WRONG!! My house payment went up to 1190.00 just like that, and when I talked to ENDLESS DIFFERENT PEOPLE from the company, I was told many different stories about my escrow being prorated and blah blah blah.. Nothing made sense they were telling me, and when I would call with more questions and concerns, the person on the line had no documentation of the last person I had spent over an hour each time with on the phone..

I was told I would qualify for the modification program and to only make this low payment amount to catch up my escrow (which in no way shape or form was behind), and then my payments would be lower and easier for me to handle. Well needless to say, that person was retarted as well, because I made the payment and when I started getting letters and phone calls about my payment not being enough, I told them about what this representitive told me to do, and they had no documentation of that either, okay.. so now I'm super late with the so called regular payment, behind in the escrow account, and now they've tacked on late fees and fees for not making the full payment, which I was told to do!!!

Now, I've been dickering with these idiots more, because I truly can't afford this higher payment. I had to have major work done on my home, and with those loans plus this higher house payment, I can't do it, I just can't. Well someone is supposed to be calling me back as they were not in the office at the time or something.. .. They won't call back to help me, but they will call and harrass me at work and at home.. To make matters worse, they say I don't qualify for some modification program now because my one payment in December of 2009 was late.. Um, I looked through my bank statements, and that payment not only had been made on time, but it actually came out of my checking November 25th.. Um, isn't that early not late, and not to mention there is a grace period even if it had come out on Dec. 1st...

I truly don't know what to do.. I've had a decrease in income, and a decrease in bills reguarding the house.. I can't afford this payment and I don't know what to do because I have no other place to live.. I am scared to say the least, and I just don't know where or who to turn to next to help me get out of this crazy Nationstar Nightmare!!! I'm so depressed and stressed out because this is on my mind 24/7... Please someone direct to me to the source I need to be in contact with to get this back on track and normal again..

William of Altoona, PA

5/5/10

Nationstar is not following the program guidelines for Making Home Affordable. I submitted all documentation in October 2009 and received a denial on April 15, 2010 for "request incomplete". At no time was I advised that something was missing. When I called to ask why they had to deny my app instead of just letting me know what they needed, their response was "Because we're not required to." They said pay stubs were missing.

As I explained in Oct of 2009, I don't get pay stubs. Pay is direct deposited by employer and Social Security. I submitted alternative documentation which more than satisfied the program's need for salary information. I'd love to get away from this swine. They violate the spirit and intent of not only HAMP but the entire mortgage business. House is scheduled for foreclosure in June 2010. I didn't even know that until I heard from a realtor offering a short sale. Nationstar did not even have the courtesy to advise me that the foreclosure was back on.

Natalie of Chandler, AZ

5/3/10

I originally financed my home with GMAC who subsequently sold my mortgage to Nationstar Mortgage. Several times I have requested under the fake stimulus package to refinance my home because I now owe more than it's value. Each time I have been told I do not qualify. I requested a home modification and was told I could get one and it would reduce my payments by about $33 per month. I never received any paperwork or follow up from Nationstar Mortgage. They continue to call offering to refinance my home. They never follow through

Today I called after receiving my monthly statement and there is a late charge. Last month I paid an underage on escrow and was told IFI did that my payments would remain the same. Instead my payments have increased. I have never missed a mortgage payment. Today I initiated a telephone call and spoke to nine different people including two supervisors. My call was made at 1:50 p.m. from my home telephone. I was put on hold at 2:03 p.m. for a transfer to a supervisor. I eventually got through to

someone on my cell phone.

As I write this my original telephone call on my home telephone is still playing at 6:20 p.m. That is 4 hours and thirty minutes that this call has been on hold. I called back on my cell phone at 5:31 and spoke to a guy names Royce. He was extremely rude and did not want to hear me. This company should be taken to court in a class action law suit. They aren't worth a "tinkers damn". If anyone wants to call me and discuss this with me they can call on my cell phone. I am not going to hang up my home telephone. I am going to see how long they keep me on hold. Four and a half hours is way too long. Customer service in all departments of this corporation is at a stand still. They should not be allowed to be in business.

Allen of Halifax, NC

4/30/10

I am a member of the Arizona Air National Guard, and I was activated in November, 2009. In January, 2010 I was informed that I was eligible for protection under the Service Members Credit Relief Act of 2004. I immediately began sending my orders to my creditors, with all of them responding immediately with help. But, when I sent them to Nationstar Mortgage, I never heard from them...when I called their customer service department, they did not know what I was talking about and asked me to re-fax them over to their research department. I've done this twice, with no response from anyone...in fact, my May statement just got here and my payment went up! Each time I call, no one has any answers for me...the standard response is that it is under review and to call back within 5-7 business days. But, when I call back, I get the same response. I've never seen a company so anti-military in my life and I truly could use some help...any info would be wonderful...thank you.

Trevor of Tucson, AZ

4/28/10

Our story is like many of yours, we can identify with you on: lost payments, calling to make a payment by phone. authorizing the amount that the customer service person said to pay, only later to find out it was not enough so it is in a "suspended" account, three loan modcaps that were ALL very fishy and we paid ALOT in "fees" that are still very unclear to me.

BUT LISTEN TO THIS. We were offered in Aug 09 an opportunity to do a new home mod program, backed by President Obama. I thought how great yes lets do it. The customer serv. rep took our info. and told me what our new payment would be. We were paying $2248.00 and now would pay $2078. Well atleast we were saving some. REMEMBERING that we were caught up in that rate increase our payment jumped up $800.00 more a month.

The rep. said it would take 60 days and we would get paper work. also said that our trial period would GO FOR THREE PAYMENTS, this was in Aug. months go by,I am getting nervous (because I don't trust this co.) no paper work..I call...oh it is processing..next month after month. Finally here we are APRIL now they tell me there was a mistake (on their part) and we have to start the trial over. Ok this normally would be ok however (now I find out) NO ONE TOLD ME THAT BECAUSE I WAS PAYING A REDUCED AMOUNT THAT I WOULD HAVE LATE FEES OF $560.00 PER MONTH, tell me would ANYONE agree to save $200.00 a month, knowing that even if they were approved for

the program they would OWE FOR LATE FEES? This doesn't make any sense why would I agree, oh wait thats right no paper work to disclose this to me so I didn't know. So now they offered us a modcap.

The total is now some $20,000 plus added to our mortgage balance. I asked for a disclosure on where that money is all going, NO ONE CAN PROVIDE IT FOR ME. THEY ARE TELLING ME I am 6 months behind, and I need to come up with x amount or they will foreclose. I was only one month late when they offered this to me and I caught that up..How can they say 6 mo. when I was making (reduced) payments each months, but that gives them the right to take action, right now there is $1700.00 sitting in a suspended account, that is mine. ALSO THAT PAYMENT REFLECTS TAX AND INS. So if I paid more than my mort. payment how is it late.

Technically I owe for TAX AND INS. So BOTTOM line we sign or lose our home. WE HAVE A FAMILY SIZE OF 10, I was diagnosed with 4th stage cancer 3 years ago (am in remission) and my husband became disabled 3 years ago in an accident at work. He is currently getting retrained by LI and is going to college. Right now our options are tied up. I feel trapped, I know I have to sign this mod to save our home I HAVE NO CHOICE.This mod is only good for this month (APRIL) some one help us.

HELP

SOMEONE NEEDS TO START A CLASS ACTION SUIT< I HAVE MANY MANY STORIES THAT ARE "MESSED UP " THINGS THEY HAVE DONE

Ben of Centralia , WA

4/22/10

My home loan was taken over by this company in October 2010. From day one we never received any of our billing statements until after the payment was due. We had to manage this on our own and were mailing copies of old statements with our payment to ensure our account was paid on time. When statements did arrive the amount due was incorrect they were billing us for less money than was due. After several calls to this company requesting billing sooner and an itimized listing of our account (and attempts to get this from our online sign in page) with no results, we refinainced with another company. It cost us $2K but was well worth getting away from this company. Their business practices can only be described as preditory and their hope is to get people in financial trouble.

Chantal of Livonia, MI

4/16/10

My home loan was taken over by this company in October 2010. From day one we never received any of our billing statements until after the payment was due. We had to manage this on our own and were mailing copies of old statements with our payment to ensure our account was paid on time. When statements did arrive the amount due was incorrect they were billing us for less money than was due.

After several calls to this company requesting billing sooner and an itimized listing of our account (and attempts to get this from our online sign in page) with no results, we refinainced with another company. It cost us $2K but was well worth getting away from this company. Their business practices can only be described as preditory and their hope is to get people in financial trouble.

Chantal of Livonia, MI

4/16/10

When we first purchased our home it was with GMAC. Then it was sold to Nationstar mortgage. Since then we have had nothing but trouble with them! Nationstar has been caring our loan for 3 year now. Every year we go around and around about taxes. My wife and I pay taxes on our home once a year. Nationstar keeps taking out three taxes a year(two of which we do not pay and the township tax clerk has never even heard of). And every year we prove them wrong after 6 months of fighting just to start back over next year.

Then I was laid off and needed to go through the process of a loan modification. We submitted all the paperwork they needed. First they lost all of our paperwork and we had to resend everything again. We made all of the trial payments that they told us to make on time and orderly. We would call and check on the process every two weeks or so, getting the same story. "everything is in order. Everything look good. Just wait till the end of the trial payment period then we will notify you of your new payment" At the end of the trial period every thing gets sent to Fanny Mae to be reclassified and then the payments are lowered. THE DAY BEFORE IT WAS TO BE SENT, NATIONSTAR REPORTED THAT MY WIFES CHECK STUBS DID NOT "LOOK OFFICAL".

So they kicked us out of the mod. program. If that wasn't bad enough, they then tell us our home is facing foreclosure in 15 days, because we have only made partial payments for the last 4 months. That was the payment we were TOLD TO SEND IN! For the trial payments! Now they want $4800 in 15 days or we will be foreclosed on. This company seems to want foreclosures. They are not trying to help anyone stay in their homes! Nationstar mortgage is nothing but a corporate robber! Me, my wife, and our three children are facing being homeless because of the crooked practices of Nationstar.

Casey of buchanan, MI

4/14/10

Back in August of 2008, I had a family emergency. My mom was diagnosed with cancer of the brain. I then had to then get a flight form Charlotte, NC to Dallas, Texas where she was going to have surgery.The home in question is in Indian Trail, NC while I was gone for two months The home I had purchased through Centex then nationstar took over, I had left my two sons at the residence and they where ordered to leave because the property had been placed in foreclosure and sold. I was not notified or had anything in writing from this co. It all happened so fast and I had no knowledge of this until the day that it was sold and then it was my sons that told me about it. So what should I have done.

Robbie of Fort Towson, OK

4/13/10

My mortgage became default due to a corrupt attorney having influence over my Mothers estate which is now incarcerated.

Flagstar sold to Nationstar under default conditions. Being several months in default to sell through an

agent meant walking away with nothing after investing 75,000 down, at time of purchase. A short sale would give the same result.

I placed the home for sale on Zillow and Craigslist and had a buyer active duty prequalified U.S. Navy man. I paid for two home inspections resulting in 1,000.00. I asked for a payoff price from Nationstar, and the department head said I could not sell it unless I had a licensed real estate agent doing it through the MLS service.

She flat refused my doing the right thing to pay off my debt.

It shouldn't matter whether a rich relative pays my deb: or I find some other legal means to do so, this is unacceptable.

Kent of Oak Harbor, WA

4/2/10

My husband and I applied for the HAMP program in June 2009. At this time, we were not in default. We submitted all paperwork and received a contract from Nationstar stating what our trial period payments were going to be. We started the trial period payments in July 2009. These were due to end September 1, 2009. We were told from Nationstar that we would have our new mortgage documents within 30 days from the last payment, which would put us at October 2009. We called multiple times and were told they were behind due to having so many loan modifications coming in. Nationstar told us to "just keep making your payments. Everything is fine with your account."

In December 2009, we received a foreclosure noticed from Pelwell and Hannoy, Nationstar's attorneys, and from the Porter County Superior Court. I called Nationstar and they had no record of us being in foreclosure. After hours of conversations and multiple phone calls, they finally found where we were placed into foreclosure and told that they had "put a code into the computer to suspend all foreclosure action until a decision was made on our account". In December, another court document was delivered stating that Nationstar reported that we had not paid since March 2009, when in fact, I have all money order receipts showing that I have been paying $929.19 a month since July 2009, per the signed contract from Nationstar.

I called Nationstar and was told that everything was fine and that my modification was in underwriting and the paperwork would be mailed out by the end of the month. In January, we still had not heard anything back from Nationstar. When we received our tax statements, the numbers were all incorrect. I called asking why it showed that we had paid so little and the lady informed me that they "had messed up and placed the money we paid into a miscellaneous account instead of a suspense account" but that it would be corrected as of January's payment forward. This never happened. I had called several times after to check on the status of our loan modification and each time I was told it would be done shortly.

On March 11, 2010, I received a certified letter from the Porter County Sherrif's Office stating that our home was up for auction on April 21, 2010, and this document was dated February 23, 2010. I called Nationstar and the man stated that our loan modification was denied on March 6, 2010 because they did not have recent paystubs because the paystubs they had were from June 2009 when we started the modification process. Never once did anybody call or send a letter stating that they needed any further paperwork. When I asked the man why the foreclosure continued although we were in the loan modification process, he stated, "I'm not going to argue with you." Nationstar sent our account to their

attorneys in June 2009, the same month that we started the loan modification process. The documents were filed with the Sherrif's Office on February 23, 2010, two weeks before the decision on our account was even made.

As of today, I still have not received any notifications from Nationstar stating that we were even denied. Had I not called the day we got the Sheriff's Sale Notice, would never have known that we were even denied, especially for a lack of two papers that we were never informed of needing to resubmit. They have taken almost $10,000 from us (the monies we have paid since July 2009 that they did not apply to our home) along with several thousand in late fees and escrow advance fees because Nationstar is saying that they had no money from us to pay our homeowner's insurance, PMI, or property taxes. I have the loan modification documents, along with all court documents, and money order stubs showing that we have paid several thousand dollars to Nationstar. I have proof to back up everything in this complaint

Angela of Portage, IN

3/28/10

We bought our house 11 years ago Centex sold our mortgage to Nationstar we have never missed a payment and were never late on a payment. Well we refinanced to get in a fixed rate but when we did this they did not add in our taxes and ins. So we were almost a year behind in taxes I called and made arrangements to pay it off all of a sudden we get this letter from Natjonstar saying our pymts were going to be 2400 a month compared to our 1849 that we were paying well they went and pd the years taxes so I aske them what we could work out now mind u in minnesota u have 6 years b4 they would do anything to ye or put a tax lein on the house. I told them we could not afford 2400 a month and that it was crazy there reply to me was sorry we can't help you you are not late on the payments I said exactly and we didn't want to get behind that was the purpose of the phone call and trying to figure this out i even asked if we could pay off the taxes they paid they said yes and no they told me i had til aug 1to pay off other wise I could not pay it off.

So we missed a payment hoping they would help us out guess what they never did. And there web site is a joke they say on there how they are so willing to help you out and they don't. So then we get to the modification they sent me out 2 packets a week apart fromeach other so I called and asked what ones i should use they said the 1st one so I filled out all the paperwork and didn't hear anything so I called them they said they were missing pages they were pages that didnt ned signing then I wait and call back 2 wks later they then tell me i sent in the wrong packet and need to send in the 2nd one we had gotten, so i did that mind you when we got our packet the 1st one they wanted 3 payments one July 25th and one august 1 and 1 sept 1st we mailed in the july and august payment together then the sept one in sept and they told us we were approved and that we would get our final papers in sept well sept came and went and no papers

they would never call me I always had to call them they said just kepp sending in the payments we made 5 payments and they the last payment they sent back and said we were not approved because we would have aballoon payment at the end an that Obamas plan didn't call for that so we were denied since then there was a sherrif sale and nationstar put in a bid at 207,000 which they will never get we are upside down in the house and now we have to be out june 18th i am very devastated. I did all the things they told us to do and then they do this. Anybody who wants I am getting a hold of an attorney to file class action lawsuit I have read everyone of these complaints and Nationstar cant get a way with this.

Debra of St Paul, MN

3/23/10

I have a rental house that was vadalized by the renters in Oct 2009. I filed a claim with my insurance company for repairs. I hired a contractor to repair the damages. The check was made out to me and Nationstar. I sent it to Nationstar so that I could pay the contractor. I was given the wrong address and it went to a "lockbox", which I was not aware of.

4 weeks later, I contacted Nationstar who informed me it could take up to another 4 weeks to get it from the lockbox. I was to told to mail the check to Lewisville, Tx. I then talked to the Claim Loss Dept who said that also was the wrong address, the check needed to go to Springfield, OH. All this time, I am having to pay the contractor from my own pocket to get the house livable again so I can get new renters in. Because of this, I am not able to make the mortgage payment, thinking I will get the check soon. The check is returned to me for me to indorse it first. I endorse it and send it back. The time is now February and I am still waiting for the check from Nationstar. I finally contact them and am told they need some documents to be signed and sent back. I did that and waited.

2 weeks later, I called them and was told they needed yet another document signed and returned. In one day, I was on the phone for an hour and a half. I talked to six different people and was told six different things. Each time, I was told.."I don't know why they told you that". And that they were sorry. Here it is middle March and I still have not received a check from Nationstar.

Margie of Enid, OK

3/22/10
I had done a modification on my mortgage last year and thought my payment was 780 a month including escrow. January 1 heard from an attorney that they were taking me to court to take my condo away. I talked to Darrius H. and was told I didn't need to talk to anyone that I needed to send in 2600.00 and fill out modification papers. I just got another paper from the attorney that there is a court date of 3/25 to take my home.

I finally got a hold of Darrius and he said I wasn't approved for the one modification but they would do what they could in house and he would call me on friday (today) after reading the complaints on this site about them I am worried that I will lose my home next thursday. I am not sure what to do. I am not sleeping and worried if this happens that I could end up losing my job.

patricia of aurora, IL

3/19/10

GMAC sold my mortgage to Nation Star and everything was fine at first. Last year (2009) I fell one month behind and Nation Star contacted me about a loan modification under the Making Homes Affordable Program. My loan was $1,272.41/month and I was offered to pay $889/month under the trial loan modification program for the first 3 months. Then after the 3 month trial period they (NationStar) would review my account to see about modifying my loan to make it affordable for me.

They couldn't modify the loan but could offer me a forbearance. The forbearance was a 6 month payment plan that would allow me to pay $636.21 for 6 months. This sound like a wonderful plan until I

received a certified letter from a law office in Richmond, VA stating my property was set to go into foreclosure on January 19, 2010. They claim the forbearance would give them time to find a company to refinance my loan at a lower monthly rate. In the mean time I get letters daily stating I owe the balance of the loan while I was under the program. The amount is like $10,000 of the $139,000 I owe and I don't have.

So now the forbearance trial will be up in May 2010 and I do not know what to do. When I call NationStar I get transferred around from person to person. No one knows the answers to my questions. Some of the representatives are rude and many of times I have been on hold for so long the phone call is dropped. Then on March 18th I get another notice stating I am back in foreclosure and I have been making my payments. I really wish and want to stay in my home and need to know what I need to do keep it. Any advice you have would be greatly appreciated.

Evelyn of Newport News, VA

3/18/10

I was laid off from my job on 3/11/09. My loan at Flagstar Bank was sold to Nationstar Mortgage effective 10/01/2009. I had already been working on a loan modification with Flagstar since June of 2009. I have now been working on my loan modification with Nationstar since 10/01/2009. First they needed a couple of months to get all of my documentation transferred from Flagstar. Then I get the packet from them on 11/5/09 to send them all of the same stuff I sent to Flagstar when I started the loan modification in June.

Nationstar requested updated unemployment proof on 1/15/2010. I sent that the same day it was requested. It is now 3/7/2010, and I STILL do not have a loan modification. I have been selling my bonds to continue making my payment every month (I haven't missed a paymoat yet). I am still unemployed. I call every 2 weeks and am told the same thing - "it's in our underwriting department. They are working on it. No, we don't have an ETA of when it will be completed. No, there is nobody else you can speak to." I am NINE months into this and counting (5 months with Nationstar)!

Debi of Kent, WA

3/8/10
My husband and I bought a home in 2006 with GMAC Financing. We had a fixed percentage rate, and a monthly payment of $954 which I paid on time every month, with at least $100 paid extra every month (taxes and insurance included in payment). Our payment went down a little every year, to where it was $978 or so every month. Then, I get this letter from Nationstar Financing that they were taking over our loan. Probably two months after that, our payments went up to $1002.06 every month. I called them and they said that the taxes had to be caught up, etc, etc, etc, just like all the other complaints on this website.

We've tried dealing with them as far as getting help with our payments just like lots of other people here, my husband was laid off for 6 months, but the same happened to us as everyone else here.

My husband and I are two more unhappy customers. I thought customer service was first priority?

Melissa of Peck, ID

3/3/10
First of I had a remod, which they told me that the payments were $551 per month. They also put $9000 to the back of the loan and I paid the $551 for two months without any coupons or paperwork. Then they said I was not making the payments on time and charging for late and under paid fees. I had talked to them again and they told me they would work something else out and still no paper work and the keep raising the monthly payments which are now above $625.

And since then I have reduced my taxes with the homestead program, and gotten cheaper insurance, and they would not pay the insurance and Millville cancelled for no payment, now I can't get another insurance to pick it up because of past non payment. Now Nationstar is providing insurance for over $2400 per year and insuring my home for over $250000 when the home is only worth $70,000 at the most.

And told me I did not get insurance when I did have insurance with Millville Mutual for $75,000. They are trying to put a foreclosure on me, by messing up all the records and changing all the facts without informing me at all. I asked for the copies of the remod I signed but they never get back to me.

I ask for records of fees and such and never got any there either. I am in the verge of total breakdown, as I have a problem with my teenage daughter, and trying to deal with all my bills that wont cooperate with paying off. I need help before they destroy my life completely. I am in the verge of total breakdown, as I have a problem with my teenage daughter, and trying to deal with all my bills that wont cooperate with paying off. I need help before they destroy my life completely.

Herbert of Sayre, PA

3/2/10
There is something fishy about this company. They don't strive to help during this recession and layoffs.

Their website is not user friendly to make an online payment. They use services that will charge you a fee when you try. Supposedly during the time nationstar was selling my account to Cllimortgage, my last payment with them wasn't calculated. So a year later they decide to contact me and said that this payment hadn't been received and is in collections so I now owed 800 something.

I made a payment plan with this fool David, and sent 258.00; then in Nov 2009, my husband got laid off. I told the creep about it and he acted sympathetic, I told him that we would need to make another payment arrangement in Feb because I had to situated our lives in survival mode. He was not at all concerned about the recession and the layoffs, especially not ours. He kept on with the first agreement and said he would have to talk with his investors since he has left me countless messages in the past 2 weeks. I don't expect much from a punk-ass office b*tch so we got into it on the phone. I told him to go check with his pimps and get back with me. He changed his tone on the second call because my husband was ready to intervene.

When I called the billing office to find out if we could talk to a supervisor about this issue, she stated she had no information in regards to that payment in collections.

WHO IS RUNNING THAT CORPORATION! A bunch of interns with attitudes who still live in their parents basement.

I have a small account with them and cannot stand working with these sharks. They have misplaced a payment of ours in the past, and I suspect they have done it again for my January payment. This time I got serious and sent my payment by certified mail. The billing department has informed me that I only owe $6.00 for March and I am documenting this online to follow up on their inconsistencies that are costing consumers.

Ann of magnolia, TX

3/2/10

Fight for your homes

1. The Office of Financial Institutions is responsible for regulating and licensing mortgage loan companies and mortgage loan brokers in accordance with the provisions of KRS Chapter 286.8, the Mortgage Loan Company and Mortgage Loan Broker Act. 2. Nationstar Mortgage LLC, through its predecessor in interest, Centex Home Equity Company, LLC, was issued mortgage broker license number 617 in order to engage in the mortgage broker business in the Commonwealth of Kentucky through its principal office located at Highland Drive, Lewisville, Texas 75067.

3. Nationstar, through its predecessor in interest, was issued mortgage broker license number 794 in order to engage in the mortgage broker business in the Commonwealth of Kentucky at an office located at Corporate Campus Drive, Suite 2400, Louisville, Kentucky 40223.

4. Pursuant to KRS 286.8-170, OFI conducted examinations of Nationstar on July 10, 2006 in Lewisville, Texas and on July 17, 2006 in Louisville, Kentucky to determine whether the activities of Nationstar were in compliance with applicable statutes and regulations.

5. During the examination, the examiners noted a number of activities which the OFI alleged to be violations of KRS Chapter 286.8, among them being the following: Nationstar accepted information concerning loan applications by individuals in its employ, who at the time of contact, were not registered loan officers within the Commonwealth of Kentucky and which, if proven, would be in violation of KRS 286.8-255 and (RS 286.8-030(1); Nationstar failed to obtain approval from the Office of Financial Institutions prior to changing the name of its company in violation of KRS 286.8-036(4);

Nationstar failed to maintain required accounts, correspondence, memoranda, papers, books, data and other records prescribed by the OFI or required by federal law both at its principal office in Lewisville, Texas and its branch office in Louisville, Kentucky which, if proven, would be in violation of KRS 286.8-160. Specifically, pending loan files and foreclosure files were not produced at the principal office; turned-down, cancelled and withdrawn loan files were not kept at the principal office; the original invoices for appraisals were missing from many loan files at both the principal and branch office; only three months of closed loan files were maintained at the branch office;

Nationstar failed to disclose on good faith estimates the settlement service providers which it routinely uses or requires to be used, which, if proven would be in violation of 12 U.S.C. Section 3500.7(e) of RESPA; 2. Nationstar failed to mail required adverse action forms to borrowers whose applications were withdrawn, which allegations, if proven, would be in violation of 5 U.S.C. Section 202.9(a) of the Equal Credit Opportunity Act, Regulation B. Nationstar failed to include complete and accurate credit score information in at least three closed loan files which, if proven, would be a violation of 15 U.S.C. Section 2 12(c).

6. Following the completion of the above examinations, the Office of Financial Institutions, tendered to Nationstar Examination Reports dated March 23, 2007 (Re: License Number 617) and March 28, 2007 (Re: License Number 794) informing Nationstar of the alleged violations noted. Nationstar has denied that it is in violation of any applicable state or federal law with regard to the conduct of its business. Without

admitting liability, but to resolve this matter without further litigation, Nationstar has agreed to compromise and settle all claims arising from the Examination Reports in accordance with the terms set forth herein AGREEMENT AND ORDER

The Office of Financial Institutions and Nationstar Mortgage LLC f/k/a Centex Home Equity Company, LLC, in the interest of economically and efficiently resolving the issues raised in the foregoing Background and Factual Findings, agree as follows: 1. That in lieu of the imposition of any fine or penalty for the alleged violations set forth herein, the parties hereby agree that Nationstar shall make and tender a
voluntary monetary contribution to State Regulatory Agency, LLC, in a total amount equal to one hundred and five thousand dollars ($105,000), to support the Nationwide Mortgage Licensing System, jointly sponsored by the Conference of State Bank Supervisors and the American Association of Residential Mortgage Regulators, with said contribution being delivered to Bill Matthews, Nationwide Mortgage Licensing System, Connecticut Ave. NW, Fifth Floor, Washington, DC 20036-4306, within thirty (30) days of the date of execution of this agreement. A copy of this contribution check shall be simultaneously delivered to the Kentucky Office of Financial Institutions, Attention: William O., Capital Center Drive, Suite 200, Frankfort, Kentucky 40601. Additionally, Nationstar confirms that it has made refunds to customers,

reinstated and reduced interest rates and refunded fees in accordance with the agreement of the parties and pursuant to the Examination Report dated March 28, 2007.

2. Nationstar Mortgage LLC f/k/a Centex Home Equity Company, LLC hereby waives its right to demand a hearing concerning the issues herein in which it would be entitled to legal representation, to confront and cross examine witnesses for the Office of Financial Institutions; and to present evidence on its own behalf. Further, Nationstar Mortgage LLC Centex Home Equity Company, LLC consents to and acknowledges the jurisdiction of the Office of Financial Institutions over this matter and that this

Agreement is a matter of public record and may be disseminated as such.

3. Compliance by Nationstar with this Agreement and Settlement Order resolves any and all issues or allegations of violation of law which are within the jurisdiction of OFI and which occurred or arose prior to July 17, 2006, the final examination date here.

Commonwealth of Kentucky, KY

2/24/10

Waited for loan modification for months. Nationstar sent me a package of mod. papers, I sent it back with all of the documents they asked for. I think that was last July! Nationstar is so unorganized that no one has recieved the documents. I call and each time I get uhhhh did we send you a mod. packet? Oh yes...then I get a different mortgage payment number to pay each time!

SOMEBODY DO SOMETHING! Now instead of a mod. already in place, I have since been laid off and now they say...Oh Well we can't modify no! Get these people out of business!

Cynthia of Narberth, PA

2/ 1/10

I bought my house in 2004, This January and February have been very difficult on me financially (as a lot of others). I called Nationstar Mortgage and asked for a two month deferment - they will not do it. I feel I have been a good customer, I am only asking for a deferment not a free ride. You would think they would be more willing to help.

Jeniffer of South Wales, NY

2/9/10

My wife and I purchased our first home in May of 2007, the loan originally was through GMAC which was then sold to Nationstar in 2008

At closing our property taxes were $560 for the year and our mortgage payments were $688 a month. Nine months later we get a letter stating that our mortgage payments were being raised to just under $1300 due to an increase in property taxes.

What had happened was several residents filed a lawsuit on the county over the assessments and the state had ruled for the entire county to reassessed and reconiled, putting all current and future assessments and billing on hold until this was done.

What resulted was provisional tax bills with no exemptions and being two years behind, we even ended up paying reassessed tax bills for the house for years that we did not own it.

Four times We got letters from the county explaining the sitituation and corrected tax information, however, both GMAC and Nationstar absolutley refused to adjust the payments back to normal.

Not too long after I was laid off from work and Nationstar began working on modifications in hopes of allowing us to keep the house.

Nationstar has been working on these modifications since May of 2009 and we were just told that we either make too much money or not enough in order to qualify for any type of assistance.

To make things worse, in order to catch up on the property tax bills, the county issued provisional bills for two seperate years, with no exemptions. So now Nationstar thinks our property taxes our now $5000 a year.

Gregory of La Porte, IN

2/5/10

Back in July of '09 the did a restructure of my mortgage to try and reduce my payments. I signed a paper saying it would be 680.00 a month, around 100.00 a month less than it was before. Then got the first payment notice, stating I owed 870.00. I called and asked why, they said they escrowed the taxes and homeowners insurance into the payment. I never signed that!!! I carried my own insurance, always have, and was a year behind in taxes but would catch up at tax time. So we went until in october not being able to pay it, then the phone calls started, sometimes three to four a DAY!!!

I finally talked to a man named Jason, he strong armed me(with threats to foreclose) into taking what he called a Cash for keys, Deed in lie. He dangled that carrot in front of me, offered two months mortgage payment as bait and said to move out of my home and they would send the paperwork to sign and I would be free of the debt owed. Funny when I called and said I had rented a house, they stopped calling me at all, when I made attempts to reach this man named Jason, he wasn't available or only got voicemail.

Then when I tricked the operator into putting me through, he explained he had been transfered to another dept. and some woman had my account. I never did get to speak to her!!! I have not been able to get any response from them at all. I kep getting my regular monthly statements from them telling me how much I owe, and then today a couple show up at the door to serve foreclosure papers. I called the attorney and she said she would "LOOK" into it. Yeh right!! what happened to deed in lue and the cash for keys!!! Now I am out of my house, paying for rent and still according to the statements still racking up debt with them.

Scott of North Creek, NY

2/4/10

I've been dealing with this company since December 2007. I'm so disgusted and upset that there are companies out there that just don't give their clients the time and attention it's needed when it comes to a desperate situation of losing one's homes. I've spoken with all representatives, logged in date and time of whom I spoke to with no resolution. I've sent in my modification documents so many time and they keep telling me that I need to re submit them. they kept extending the trial period for the loan mod and now they claim that my payment will be higher beginning Jan 31, 2010

Ricardo of san luis, AZ

2/1/10

My mortgage had been with GMAC and was then sold to Nationstar. I started having trouble a few months ago. Several times Nationstar sent me notices that I had no insurance and that they were going to purchase some for me. This was not true, as I've had insurance from the same company since I bought the house. My insurance company faxed my policy to them at least twice.

I got my regular payment notice but see that it's for about $100 more than usual. I thought this was because Nationstar had bought insurance for me, so I sent in my normal payment amount. Then I start receiving late payment notices. I thought they had made a mistake, so I didn't pay much attention to them. Finally I called them, as they were sending more and more notices. I was told my insurance almost doubled, and that them paying it had depleted my escrow account. They added late charges to my November, December, and January payments.

being faxed. We left and came back. Same story. Told to come back next day. We did. Same story.

Called Nationstar they said there was a problem with underwriters they would call. The loan never went through. Then my husband was laid off. Now we don't qualify for refinance because he isn't working. So we did a modification, now after 4 months they told me my payment is now over $700 when it was originaly only $500. They say it is to cover all the back payments I owe from the modification and insurance. We could barely pay the $400 how do we pay $700. They don't seem to be able to come up with anything to help. If the original refinance had gone through we would have been fine.

Kathryn of Easley, SC

1/28/10
I have been laid off and my husbands job has cut their work hours. I phoned NS to start the LM they then told me that i did not qualify to take the modification because I had too much income. and not enough bills. Well they then told me I would have to make 3 trial payments of an amount HIGHER thank my orig. mortgage.

I asked them how I could make higher payments when I was having a problem making the payments at the amount they are now. They told me it was not their problem and that I would have to make the 3 payments I told them NO and to take me off the lm program as it was a JOKE! this was 4months ago. I have never been late and hopefully never will.

I still however receive calls from NS daily about my payments. I have spoken to person after person and they are aparently a bunch of idiots. I used to be with Centex home mortgages and was turned over to NS and HATE this company... They are not willing to work with you. In my opinion with so many people defaulting on their loans they should be a little nicer and willing to help the people who are current and are making the effor to pay their loans.

As soon as my husbands hours pick back up I WILL BE LEAVING NATIONSTAR MORTGAGE! I HATE THIS COMPANY! THEY ARE RUDE, DISRESPECTFUL AND DONT PRACTICE GOOD BUISNESS ETHICS!

Valerie of Goose Creek, SC

1/26/10

My story sounds very similar to the other complaints.It does seem like Nationstar is taking advantage of the Home Affordable program, and leaving desperate home owners out in the cold It seems they are abusing this program and taking all they can from it. I applied for a Modification in February 2009. My loan servicer was Flagstar. After many, calls they finally started on my modification, in August 2009. I never missed a payment, and always paid on time. I begged, and borrowed from everyone so I could make my payments until my Modification was approved. In August, I received a call, from the Modification Specialist, Jennifer M, that on September 1st I would start my 3 trial payments of $2203.01. The Modification Specialist told me not to make my August payment. When I received the paperwork, I signed it and sent my September payment.

Within 1 week, I received a letter from Flag star that my Mortgage was sold to Nation star, and as of October 1st I should send my payments to Nation star and that they would be honoring my

I got a notice saying I should call this number, get some help with my mortgage, talk to someone, etc., like someone on the other end of the line would actually be empathetic and helpful. Wrong! When I called, I was told I needed to send and additional $200 in February to get caught up. I said I didn't HAVE this, and she said they would add late charges for February. She also said, "I suggest you borrow the money from someone." I said, if I had someone to borrow this money from, I wouldn't be in this situation!

She also explained about the modification program, explaining how to sign up for it. But then she said, "You have to be caught up on all your payments before we can process this." I said I can't PAY this all at once, that's the problem, and she had no suggestions or much to say after that.

Yes, you'd think, as someone else said, that with the housing situation the way it is, they would be willing to work with people to make their payments and eliminate a toxic assest. Evidently, no. I could send in extra money during the month, but that was not asked of me. The didn't seem willing to make any arrangements with me. So now they are threatening to foreclose on me.

I can't believe all the complaints about this company. This is crazy! How can this company be allowed to do business like this? At least I don't feel as alone now. I sent a complaint e-mail but after reading all the complaints I'm not hopeful that anything will come of it. This had caused much emotional stress/distress, as I now fear they WILL foreclose on me. I have picked up extra hours at work (yes, at least I have a job) and now I'm in physical pain, as I have a bad knee that I can't afford to have surgery on.

Ronda of Rockford, IL

1/31/10

I refinanced my home with Centex, who turned the loan over to Nation Star. My daughter is making the payments since I and My spouse are on social security now. My daughter was behind on the payments. I called and talked to someone in the payment processing department. She gave me an amount that had to be paid to bring everything up to date. This was 11/30/2009. The amount was $6,904.07. I borrowed this amount and sent a certified check to them on 12/01/2009. This was to bring the account up to date through January 2010.

Later I received another statment stating that there were othe charges in total including escrow that amounted to $2860.09 to have everything up to date including January payment. I borrowed this amount and sent a personal check for this amount 1/3/2010. This check was cashed 1/11/2010. Now I receive another statement for that states to bring the account up to date is $2,149.73. I cant keep this up on a fixed income. I dont even understand why charges keep coming in if I pay the amount they ask to bring everything current. I will continue to make sure the original payment is made but no extra.

Michael of Saginaw, TX

1/29/10

My husband is unemployed and I am waiting on disability. Before he was laid off Nationstar offered us a deal where they would deduct 25% off our loan and refinance. We were given a new account # and told where to go to the laywer to sign papers. We went and were told there was a holdup in our papers

Modification. . I have a feeling Flag star and Nation star are affiliated. By the third week in September I had not received any info as to where to send my payment, account number, etc. I called Jennifer M and told her this. She told me to send the payment to her, and she would forward it on. I finally received information from Nation star along with a nasty letter that I was in default of my loan. I called them and told them I was in the middle of a Modification. They said they had no information about that, and that maybe the paperwork has been delayed.

They told me to call back in a month. I said, no, I will fax you all the paperwork. They agreed. I did so, and then called to verify they received everything. They said they did. Every month I make my payment. Nation star calls me and tells me they are going to foreclose because I am not making my contractual payments. I told them the amount I sent, the date, and that they cashed it. Miracle! They locate it. They say it was mistakenly posted to a suspense account. Every month I call to find out the status of the Modification. They give me a song and dance, and tell me to keep paying my trial payments until they get around to mine. They cannot tell me when this will be. So I went on line tonight to see where I can get some help.

Thinking maybe there is a Government regulatory entity. No Luck. I did find this web-site. From what I am reading from the other posts, there is clearly a pattern of bad business practices. These people not only have the exact scenario as I do, their situation has now gone much further. I am at a loss as to what to do, or who to call. If anyone has any advice as to who we can go to for assistance in this matter, it would be greatly appreciated.

Janice of WOODINVILLE, WA

1/24/10

My husband and I have been working with NationStar since July of 09 on a loan modification. When we made 3 trial payments our new modification payment was supposed to automatically take effect Nov. 09. It obviously did not. They give us one excuse to another as to what is happening with our account. We continued to get letters, saying we were in default ect, and then in Dec 09 we got a letter from attorneys' Friedman and Macfayden stating our mortgage has been sent to foreclosure. At this point we paniced but we were again assured from NationStar that everything was fine but from now on our payments had to be made via moneygram. We send in our 4th trial payment in Dec and the loan was supposed to be processed by Jan. 4th. Obviously that did not happen again. This time no one at NationStar could tell us why. Then we see a notice in our local paper that our house was going to be auctioned off on the courthouse steps on Jan. 28 2010.

Naturally I begin to flip out on anyone and everyone I can talk to at NationStar and got a gentleman by the name of Carlos at ext. 2120 to call the attorneys and post pone the auction. Now they needed to send us another set, the third one, of loan modification documents. We sent them back again. Our attorney called them and it was stated to her that we did not need to make any payments until Feb. 1, 2010 and we had $1900.00 in "suspense". Now they are saying we need to send them another trial payment and here it is the 22nd of Jan. Legally they can still try and auction my house on the 28th because they have done all the legal process and they want me to send them all of my money. No one will give me anything in writing and I don't know what to do. Has everyone read all the complaints about NationStar??? I have found court documents where they were investigated and they paid Kentucky $105,000.00 to stop their investigation.

Are you kidding me!? 70% of NationStar's monies is in FannieMae backed loans. So, in other words,

they can take our "trial payments" every month, auction off the house and get that money and then collect the rest from FannieMae and they are out NOTHING!! They are making bank!! I want to know why no one has done nothing about this!?

Rachael of Bedford, VA

1/22/10

They offered us a Temp Contract for the Let's Make Homes Affordable Government Program, and we complied with everything, made our 3 trail period payments, and was told after 3rd payment, we would receive our new contract and monthly mortgage amount, and 4 months later, and over a 1000 calls to them, they are breaching there Contract, and going though with Selling our House Today. Mental Stress, and the FACT THAT WE ARE LOSING OUR HOUSE, after completing there Contract.

Tracey of Saugus, CA

1/22/10

Originally had a loan through Flagstar who sold the loan to Nationstar during a modification. Flagstar claims that the modification would transfer. Nationstar said that nothing transferred to them. I began the process with them 2 months ago and after 19 international phone calls later, I am told that I am late and that I need to start the process all over again. They claim never to get payments on time and that they don't receive mail that was confirmed being signed for. This is a lousy company!!!!!!!!!!!! Flagstar wasn't great, but to sell my loan to this group of criminals should be illegal.

Mike of APO AE, NY

1/20/10

My nightmare began in June of 2009. I lost my job and immediately tried to refinance my mortgage with Flagstar Bank hoping to lower my payment. After paying $400.00 to get my loans appraised the value somehow decreased by $21,000 in one year(using their appraiser of course)!! So we were of course denied, and began our only other option to modify our loan. After sending in all required paperwork and waiting, calling, waiting, calling - our loan was sold to Nationstar Mortgage. We were told right away that everything submitted would transfer over and the modification process would as well.

At this point we stopped sending in payments awaiting our trial period to begin.(after 3 trial payments a new loan with a lower interest rate depending on your income will conclude your modification) Finally I got in touch with Nationstar and they had no clue that we were in the modification process at all. We had to start all over!! Not to mention we were now 5 months behind on payments. We were recieving notifications that we were defaulting on our loan, phone calls, we're heading towards foreclosure. The nationstar representative seemed helpful and has reassured my family that as long as we send in our three trial payments that our loan will be modified to help us stay in our home. We have now sent in two of the three payments and after reading about this company are terrified of losing our home. We find out Feb. whether this will help us or if we'll be out on the streets. I will keep you all posted...

even though I paid the full amt. For the sake of arguing again I paid the extra $10 in hopes of finally getting the mess resolved once & for all. This still did not fix the issue.

Per the last person I spoke with (Randy on 1/5/10)he stated my acct as messed up from as far back at 6/2009. My last complaint started 12/7/09 & an adjustment was put in. It is now 1/8/10 & it still has not been adjusted to fix the error. As you can see this is way past the 5 business days. I am trying hard to get my credit in good standing again so I can apply for a new mortgage with a different company, but I feel that I am a victim here & they are keeping my credit looking bad so I have no option but to stay with them. I feel that someone needs to take action against this company as they are taking advantage of people rather than helping them. I hope to soon get away from Nationstar. In the meantime I request that their unfair business practices be looked into. Thank you!

Angela of Pelham, NC

1/9/10
First off they received my payment and took the cash from my account and then in there system showed I did not make a payment after many many phone calls later that was finally fixed then after that I find out that I am in delinquency due to I was on a trial payment program as they tried to modify my loan after they decided it would make my payment go up and I was taken off the trials they said I owed the difference between the trial payments and the actual payment.

They NEVER informed of this I only found out because my account was now in the delinquent status so I paid them $661 dollars (the amount they said I needed to pay to get it out of delinquent) and they told me my account was now current then last night I get a call saying I owe another 300 due to they are charging me a late fee for the months that I paid THEIR trial payment!

It makes no sense they do not know what they are doing over there nor was I aware of any of this when they put me on a trial payment and now I am suffering due to them. Nationstar is the worst Mrtg company I have ever dealt with! GMAC sold my loan to them! UGH I have NEVER been late on any payment EVER either!

Lindsey of Midlothian, VA

1/7/10

My mortg. was sold to nationstar by GMAC 12-01-08 My payments toGMAC was always on time .Nationstar has refused to send me any kind of statment concerning my mortg.Itried online statment viewing but found it impossible.Its like they dont want me toknow.Calling nationstar is futile.

trenton of bayminette, AL

1/4/10

I am having the same problem as the others I have read about. I had a loan with Flag Star Bank in Michigan. It was in the middle of a modification when FS sold it to Nation Star. It has been two months of hell, harrasing phone calls, letters say I am late with payments and late fees. I have never been late with on my payment in 13 years. The company doesn't have any idea of hwat they are doing and need to

Christopher of Flushing, MI

1/20/10
Our Acct. was sold from Flagstar to Nation Star 3 months ago. My husband lost his job in June 2009. He was self employed & we get no unemployment benefits. We have applied for loan modification in August , 2009 .I sent 4 sets of forms to Flagstar & was told it would be 6 months. Then to Nationstar . I sent 2 sets of forms for a L.M.

we get calls at least 7 times a day. the phone does'nt even complete 1 full ring & they hang up. When it rings long enough to answer it, they ask why we called & ask what we were needing. My husband talked to them the other day & he asked them about our modification & they told him they had all the forms they needed, but had not started processing them.

Then today [1-11-10] they called told me they needed 3 forms...which I have sent them twice. I told them I sent them 3 weeks ago & they told me they did'nt have them....they needed them faxed! They always ask 'why are you not paying your payment?' I got tired of telling them, over & over so I said 'NO JOB...NO MONEY!' I explained to them their is no jobs within 75 miles of where we live. They seem to be giving everyone a shafting. Something needs to be done about them!

We were told as long as we had our forms in, they could not foreclose on us...but we got 4 threatening letters in 1 day...not to mention 1 everyday. They'd save a lot on just postage if they would do their job & go through with the help they're offering. I would love to get out from under this bunch of crooks. I do not see the light at the end of the tunnel. I called ' Making Homes Affordable' & they seem to be trying to help. I was told that Nationstar was giving a lot of people the runaround. Someone PLEASE shut them down before more people lose their homes!

Tammy of Spruce Pine, NC

1/12/10

We refinanced our loan in with Centax who is now owned by Nationstar. My husband became totally disabled 3 mnths after we had the loan.During the loan process we were told that we had to purchase disability Insurance in order to get the loan, we did. Well after waiting for SSD payments and then I became disbaled in 2003, we found out that the insurance company that was though them were only making 3/4 of our payments. Now a year later we have interest, penalities, etc. and now they take our oland and we have nothing.

Karen of Saratoga, NY

1/10/10

I fell a month behind on my mortgage due to my husband's loss of employment earlier this year. From June-September I paid a payment and 1/4 to Nationstar to catch up my account (they do offer this plan). Since I caught up they have had my account messed up each month. Each month they put my payment into a suspense account then it gets applied who knows where, but due to their error they continue to show me behind. Each month I have to call & they have to put in for adjustments (which they state can take up to 5 business days, what a joke)to get my account straight. In Nov they even said I was $10 short

be closed down. I ma still trying to find out if the have my payments figured out. They could have a bad affect on my credit if they don't get it straightened out. I wish someone could help!

Pete of ortonville , MI

12/30/09
I was with GMAC the give it to nationstar in March 2009.At which time I was going though a hardship.Never understanding why this happen. trying to work with nationstar has made me sick. with all the calls I made and all the reps. I tryed to work with. They never told me they would not refin though fannie mea.A rep. my the name of Kelly at nationstar. They give it to a atty's office which i did not know. when speaking with the reps. from nationstar,I have dates and times and names of all the reps

I spoke to at nationstar. I am a lay person But, i got a life lesson.I had to get an atty because they are going to sell my house on 1-15-2010 which i have to work fast an do what the atty. told us to do. I feel there is something going on with Nationstar after reading all the stories It is not just happening to a few people. i was never tolded about thier website, a hardship letter. they would not give me a copy of the paper work that gmac gieve them.i worked in an office for over 18 years and i would never treat people like this. i have been in this home from 1974. yes we did have a hardship. yes we did get behind.

But, I feel there is something going on with Nationstar for them to do this with so many people. I tryed when I first got the letter from nationstar in march 2009 to refin. but i got all the other companies that wanted money up front before they would help. which I could not come up with $3,000.00 to $4,000.00. we only have 1 paycheck coming in. nationstar stated we make to much money. the last person I spoke to was kelly she said no she would not put though a refin. would not give a reason.

Nationstar is out there taking down people. why? I got my state rep involded. after coming across this site. i will be printing out the stories and faxing them to her to show her I am not the only one going though this. we have to work togeither.i will be asking my atty to review the stories to see if she can do anything.I feel nationstar wants houses why I have to find out why. If anyone wants to contact me I am not going to let this go. it is my home, letter taking my home 1-16-2010.cost me money I do not have i had to retain an atty. i cannot sleep or eat over this my husband and i are not getting along. the stress is so much all i do is cry.there is something going on with nationstar

Susan of bellingham, MA

12/26/09

they are scammings stating I failed to pay taxes on my home, I have proof I paid the taxes, they claim I owe late fees, when in fact, I send them a payment every two weeks they put my payment in a suspense account then after the second payment comes which makes the total payment they wait ten days before they release the funds into my loan which causes my account to be late and interest fees and late fees kick in If any one else is having the same problems please contact me to start a first class action lawsuit and contact their attorney general of their state by email, federal trade commission, Better Business Bureau of Texas, and the state they live in and the white house of the United States of America, then send me all copies of each to my email address, my phone number and email address is available.

James of North Augusta, SC

12/22/09

Back in sept of 08 I filed for a loan modification and put up 1295.00 dollars to set up an escrow account to cover my taxes and insurance I recieved a packet where I had to get it notorized and fax it back within a few days they never set up the escrow account and now I am in bankruptcy and they say that they cannot set up an escrow account because I am in bankruptcy so not only am I out 1295.00 I am stuck trying to come up with 3500.00 for taxes which I dont have every time I speak with someone they say let me have my manager look at this and we will get back to you it has been over 3 months since I have been trying to resolve this situation with no luck I believe they screwed up and are using the bankruptcy to cover their mistake.

James of Crowley, TX

12/15/09

We are working with a customer whose Flagstar loan was sold to Nationstar in September, 2009. Nationstar is still not reporting the mortgage to the credit bureau, and we are working on a refinance.

3 weeks ago, we faxed a request for verification of mortgage. After no response, we were told to consult the website, and were told that Nationstar required certified funds (no company check, or credit card over the phone, but a money order or cashier's check) for $25 to process the request within 3-5 days, or it could be faxed back in 48 hours or less for $35.

We purchased a money order and sent it via FedEx overnight delivery. It was signed for on 12/7/09 at 8:27am. On 12/8/09, we were told they had not received it. On 12/10/09, we were told it was received on 12/9/09, and that it would be at least 3 days from when it was logged in at the right department. Now today, 12/14/09, we are being told that we will have it on Wednesday, 12/16/09. That is 8 business days. We spent $35 for a money order and $30 for FedEx.

This weekend I had an email from another customer whose loan had been sold to Nationstar, and she was speechless at the thought that she could not pay online but had to use WESTERN UNION to pay (and pay a fee to both Western Union and Nationstar). She has impeccable credit, and had collection calls from Nationstar on the 3rd of this month for her December 1, 2009 payment.

I am appalled at this company. I thought the bad seeds had been weeded out of this industry, it is very disheartening that companies like this still exist.

Jenni of Urbandale, IA

12/14/09

This mortgage company is absolutely pathetic and has the most inept, unprofessional, and unhelpful employees. We have had this company for about two years (our mortgage was sold to them) and have had nothing but problems since day one. It started from the very first month when they LOST our first month's payment. We had to cancel the check (which was sent electronically so there should have been no way for them to lose it) and send them a new one, plus the amount to cover the late payment and our bank's canceled check fee, at our expense.

In fact this company has done everything in its power to hold on to the funds. After having 2 inspectors come to my home, one I paid for and the other supplied by Nationstar, their inspector informed the company that 66% of the repairs had been accomplished. Only 1/3 of the proceeds have been distributed.

I made a request to receive the remaining funds and was informed that $11,000 had been mailed on the 12th of November. I called the company 1 week later and was told that a check was mailed on the 13th of November. As of today, December 2nd I have not received this check. I do not believe that it was mailed out at all. I have received no satisfactory answer to believe that a check was actually mailed. I believe that the company or some person(s) in the company has misappropriated these funds and Nationstar has taken a lackadaisical attitude to the missing funds. I on the other hand have obligated my personal funds and am in sever financial straits because of this antihomeowner approach of Nationstar.

I find it reprehensible that their accounting system is so lacking that it looses track of these funds and have NO WAY of verifying where it went or who processed it.

This is extremely irresponsible

Cynthia of Baton Rouge, LA

12/2/09

This all started in February of 2009, I was let go from my job due to workforce reduction. Step 1 was to call my mortgage company (Flagstar) and let them know that I lost my job and get the process started to give me and my family a chance to get back on our feet. The process started in February 2009 and after jumping through all their hoops and giving them all the financial documents they needed and 7 months to look everything over, I was granted a forbearance. And most importantly I never ever, even when i was out of work missed a single payment to Flagstar during their time of review. I returned the forbearance documents as prompted, and the forebearance was to go into effect for October, November, and December of 2009, where i would have NO PAYMENTS for these 3 months and would resume payment on January 2010.

About Two weeks after the agreement was settled, I recieved the letter from flagstar stating my mortgage had been sold/bought by Nationstar and that everything would remain the same and that they would honor all of flagstars documents. Where it stands today is I have not paid my mortgage for October, November, and December. Nationstar is threatening and harrasing on the phone with me and I have had enough of these jerks. I have done everything in my power from faxin and spending countless hours on the phone with these clowns, and nothing is working. I have all the documents including my forbearance agreement. I want out of this mortgage nightmare with these people. They have caused me nothing but stress and worry, and not to mention they have ruined my credit. If anyone can give me some advice or insight on this matter I would certainly appreciate it.

John of Middleburg, FL

12/2/09

They purchased my mortgage 2 months ago. Two days after purchasing my mortgage they sent me a bill requesting a mortgage payment. I had made my normal payment 5 days earlier to my prior mortgage

This last year has been the worst. After losing one of our household incomes due to illness, we attempted to negotiate a loan modification. My very first phone call to their modification department left me in tears. The woman I dealt with was so rude, insinuating that I was not sick enough to be out of work because I was not collecting disability. After that, my husband made all calls regarding a modification.

After over two months of negotiating and multiple phone calls, they granted us a one-year forebearance, which is about to expire leaving us in the exact same situation we were in a year ago.

Additionally, in this year, they have misapplied two of our payments, and neglected to fax me paperwork that I required for tax purposes. I had to call three times before they finally managed to do it correctly.

This company is awfull I cannot even begin to describe how much stress my husband and I have had to endure simply because our mortgage was originally sold to this place. It should be very telling about how bad this company is that the very next link after their website when Googling their name is a site listing the hundreds of complaints about them. Can we say "class action lawsuit?"

Autumn of Saugus, CA

12/9/09

Nationstar cannot figure out how to do automatic payments of mortgages. They purchased my mortgage from Flagstar, where autopay worked like clockwork as it should. But Nationstar can't seem to get it done in less than 3 months. It is not rocket science!

I have called, written by mail, emailed & faxed numerous times, and it still isn't set up. Then they want to charge you a $15 convenience fee to pay by phone, despite the fact that is their failure to process payments that resulted in needing to pay by phone. When I complained, and asked for a supervisor, they said they would waive the fee. But then they took the fee out of my bank account anyway.

Marcia of Beverly Hills, MI

12/7/09

My mortgage was sold to Nationstar in January 2009 . From the first month they have been hard to work with . I entered a Forbearace Agreement with them in June 09 because lost of income , Now I find out that the outcome of the forbearance has done more harm than help . Nationstar is demanding the back payments within 30 days My home is now being foreclosed . I feel like I was set up by Nationstar . As soon as I get out of this hole I would like to refinance with another leader .

Mike of Houston, TX

12/7/09

After jumping through the considerable hoops that are required by this company to return my insurance proceeds so that I could get my home repaired, the company has been less than helpful in assisting me.

holder. Next month they sent me two bills.

The website has me at a higher interest rate than that negotiated with my previous mortgage holder. The website has me listed as owing late payment fees even though I have never missed a payment. My current payment is due Dec 1st and I have called 3 times telling them to send me my statement and bill. They have not sent it.

My payment will be late and they are threatening to charge me penalties. They are operating a scam business designed to extract penalties and higher interest.

Anthony of Greenville, NC

11/24/09
These guys are criminals. My home loan was sold to Nationstar Mortgage last year. I have never missed a payment and I was generally satisfied with my payment and my interest rate. This quarter I got a new bill with a new payment that reflected a $400 increase! My rate remained the same but the payment was $400 higher.

Of course I call immediately. None of the lower level C/S reps could tell me what had happened. The kept on saying that GMAC never collected the correct amount of escrow and that my taxes were going unpaid. They needed an extra $400 per month to catch up. "that's why the government gave us the loan, because GMAC was not doing the right thing" What a (lie)-- my taxes are paid in full each quarter. The town would never let me get behind. Losers.

So finally arguing with 3 different pin heads I get a manager on the line who basically told me that they wanted to an extra two months of taxes and insurance in escrow. He kept on telling me that GMAC had neglected to do that and that they were just trying to fix the problem. I highly doubt that GMAC would overlook this type of thing. I am sure that at the closing table I paid everything that I needed to close that loan. I told them that I could not come up with $400 and that since I am not in default in any way that I would keep paying the correct amount.

They can pay my taxes with the money that I deposited each month. That was not good enough for them. They wanted me to re-fi or do a loan mod. No! I can make my payments! I do not need a re-fi or a loan mod. They are just trying to sell services. Stay away from this group! I am contacting the attorney General of NJ and also NJ banking authority. This is extortion nothing less. ANY NJ LAWYERS OUT THERE WANT TO SUE A MAJOR MORTGAGE BANK JUST CALL ME. These people have to be stopped.

Paul of Mainwan, NJ

11/18/09

When I got a loan in 2002. I thought I was getting a fix loan. Instead I got ajustible loan which was my fault. I ask NationStar can I chang it. Which was a year and some months later. They said I will have to fill out a loan application. It came back declined, my house note jump $542 to $633 - $723 - $833. NationStar wrote me and and said my house note was going to be $1286. My house value is only $67000 and I owe $53000. I orignally went to them with Good credit. But 2 daughter in college, Divorced. Paying fo their vehicle, Taking care of my granddaughter while her mother was in college,

giving allowances, tuition, room and board and insurance. I trying to consolidate my bills and get my house note down. They said I came to the right place and the would gladly help me with my situation. I am only asking some loan or mortgage company to help me lower my mortgage payment. I am not asking any one to give me anything. I got myself in this mess, just someone who is willing to work with me in getting me out of it, meaning a lower payment and not at 16% interest

Curtis of Jackson, MS

11/14/09

nationstar has made us take out a loan of 3500 dollars cause they refused our house payment and keep telling us they are gonna foreclose on us now my wife just had emergency surgery and they still wont work with us and they got our credit all messed up so if anyone out there can help us let us know please

kelvin of Trego, WI

11/6/09

My wife and I applied for a loan modification with Nationpoint in April 2009. After a month and for the next 4 months Nationpoint denied receiving it. Then, in September, we got a denial for a modification. They tell us to reapply. We did so. I told them I had no problem with the principal I was responsible for. I only wanted them to reduce the interest rate by a couple of points (from 7.25). 57% of our income is used for mortgage, taxes & insurance. They again denied us because, they say, we pay our bills on time. I recently heard Nationpoint is owned by Bank of America. Didn't they receive billions of "bailout money" to help people out? This uncompassionate company is run by a bunch of blood sucking leeches.

Joel of La Mirada, CA

10/30/09
Two months ago my mortgage was sold from Flagstar to Nationstar. We have never missed a payment with Flagstar. Our mortgage would come out like clockwork on the 15th of every month. The first statement that we got from Nationstar was incorrect. It doubled our mortgage payment.

After contacting Nationstar, I was told that it was a software glitch and it had happened to everyone. It was a great first impression. I paid my first month with them while I had them on the phone. The next month came around and we had a mysterious late fee on our account. I called again and was told that the late fee would be taken care of. It was not. Also, the next payment that was made over the phone with one of their representatives was input into their computer with a mistake for one of the numbers in our checking account.

Of course, the bank returned the check. With no notification that the check was returned, my wife got a very threatening phone call saying that if we did not send them a money gram they were going to foreclose on our house. We did not send the money gram. They will not accept our payment in any other form. They also said that we were a month behind on our payment because of the initial bill which was doubled because of a software glitch.

I am actively seeking to refinance with any company other than Nationstar. I will settle for the same

10/27/09

NationStar first alleged that I didn't have insurance - ok I can deal with that. Then that I missed payments - I can't deal with that! Now - they say that there are reversals - what is that? Then that we have paid by check - never.. Then that as of a certain date that they would no longer be data from phone conversation - in other words they were deleting conversations. Who is this place and what are they trying to do? We should start a class action against these bad bankers.

curt of Pierre, SD

10/16/09

my account was transfered from GMAC to NationStar. The agreement I had with GMAC was for a fixed loan. On septemebr 09, NationStar sent me later stating that by interest had increased. When I called I told them that I wanted the same RATE than what I had from GMAC... They now claim that they did not receive the remode from GMAC. I will need to it myself. When I asked them whether I had to re-apply for a re-mod, they immediatly discussed selling my propety. I need to wait and see how they react to my mailing them all the needed information

Rita of Cheverly, MD

10/8/09

Nationstar Mortgage does not acknowledge receipt of any payment on the statement or on the website. When I sent in a principal payment they applied it as a partial payment of the next month and did not acknowledge receipt of the payment anywhere. I had to call them to find out what happened to it.

Melinda of Torrance, CA

9/23/09

Learned that my mortgage has recently been sold to Nationstar Mortgage by Flagstar Bank when I inquired about refinancing my loan. Flagstar advised that the mortgage had been sold and they could not do the refi. They told me to contact Nationstar directly. When I contacted them, the service was absolutely appalling. Not only did the customer service representative shout and reprimand me when I could not give him an account number that corresponded with what was in their system, he was awfully rude.

I honestly have very low expectations about how this is going to progress going forward. After being a customer with Flagstar for over 2 years, paying consistently on time since the inception of the loan, I would have expected better service than this. In addition, the on-line complaints about Northstar mortgage do not give me any comfort.

Y of Atlanta , GA

9/18/09

interest rates. I want out of the Nationstar system before they ruin our credit. There has to be something that I can legally do.

Ryan of Olathe, KS

10/27/09
august 2008, started to suffer some financial problems. had gmac mortgage until jan 2009 when gmac sold to nationstar. contacted nationstar in late feb 2009 about "loan modification", was advised that info. would be sent to me. march 2009 received info. and completed all required, set as instructed to nationstar.

june 2009, had not heard from anyone, i called and spoke to customer serv. rep. stated that they had no information about my request! i asked to speak with "manager" was not allowed! was advised that "someone" would get back to me! after several letters to nationstar, july 2009 i received a package with instructions for apply for "loan modification" submitted with "first payment" started to get phone calls that mortgage had not been paid! i advised customer serv rep that i had paid under loan mod. plan.

i again sent letters to loan dept., pres. of bank and research analyst dept. in sept. 2009 requesting assistance with loan! received a letter from emily neal, research analyst asking me to provide "all the required" form and was again provided another list of paperwork needed! within two weeks all was sent/faxed as per instructions. oct 20, 2009 received a letter from emily neal of nationstar, states that since i had not followed up with request to submit information to be considered for "loan modification" a second deadline was given to me of nov. 3, 2009.

on oct 23, 2009 i again faxed all the required to two seperate fax numbers given to me, i also e-mailed emily neal and sent a hard copy attention to her by certified/return receipt it seems to me that nationstar has done all they could do to prevent giving me the oppertunity to qualify for the "loan modification program" financies have got so bad with me and my wife that i have quit paying credit cards and have only enough monies to pay the mortgage, utilities and groceries!

i have months of sleepless nights wondering why nationstar will not address/work with us with this matter! have considered foreclosure, walking away from home! not able to obtain a second job due to some health problems! my wife is looking for second job, but she works all day from 6am to 6pm, will look for holiday help at malls!

felix of san antonio, TX

10/27/09

we have fallen one month behind in our mortgage payment due to an 70% loss in our annual income. we have asked nationstar to please let us change our due date until the end of the month or could we possibly remove the pmi of $81 a month, which makes no sense to me at all. they are not willing to work with us. they call us with no problem when we fall behind but once we are caught up, we cannot get ahold of anybody

sheri of fort wayne, IN

I was with GMAC mortgage for many years and suddenly get a letter in January 2009 that I am now with Nationstar mortgage. I had lost my job 8-08-08 and was working closely with GMAC on my payments because I got behind and was certain I had it down to the penny. When I got my next statement from Nationstar it was quite a bit different.

I called and they told me all these things that completely confused me and that is where my nightmare has started. They failed to pay my homeowners insurance, my property tax which was all part of what GMAC had always done for me and when I got 3 months behind they recorded it in the county recorder of my default and pending foreclosure which I found out through a local real estate agent. The recording stated that I had not paid one payment to Nationstar since January 2009 which was an outright lie.

I am both frustrated and scared to trust anything they say but I am determined in one way or another to keep my house. I can't believe that no one can do anything about this situation. I am a single mom on unemployment and all they have told me this year is that they cannot help me until I get a job. I never realized until I got onto this site that others were going through the same type of thing with this company. Is there no help out there for us?

Dorothy of Sparks, NV

9/13/09

I never had any problems with GMAC when I was with them. Ever since Nation Star has the loan I have had multiple problems. First off I want to state that I have never been late or ever missed any payments, EVER! Nation Star offered half of the services that GMAC did and they are more expensive for all the rest.

the latest is now the home insurance on my hose. It is full force and has not changed and all the payments are taken oout of the escrow. This has not changed. I contacted my insurance carrier and they contacted my provider and Nation Star to give them the proper information.
Today I received a very threatening letter that "to protect THEIR interest THEY are going to obtain insurance for me.

I called and they want me to do their work for them by getting all the paperwork and faxing it to them, I informed them that my insurance company would be doing that. I was told that they don't always get all the info they need from the insurance carriers and if they don't get it all they won't apply it and I still will be subject to this hell that Nation Star likes to dish out.

I am not going to continue to deal with a company with much incompetence in dealing with their own customers and to do the job. I never asked for them and if they are going to buy my loan then they should do the job better and make it easier for me. I have nothing but false allegations and threats from Nation Star, their telephone IVR system is a mess and you can never speak to anyone above a rep who answers the phone.

They don't provide telephone numbers with the threatening letters so that you can not call them to complain of the lousy job they are doing again and again. I am filing with the Better Business Bureau, state officials, and I will try to remortgage with another company asap.

Michael of Longmeadow, MA

9/11/09

nationstar bought our mortgage from GMAC and did not offer half the services and now a year latere im getting letters saying that i have no hazard insurance.... It seems like they can play by their own rules when its good for them and to get someone who knows what to do or knows what they are doing would be great ... now they are ssying im 4 months behind in a letter sent out in july but heade: dated Sept 2009... unbelievable there should have been a law for mortgage buyouts if you dont offer the same services then you cant buy the loan this is the 4th problem in less then a year.... never had a problem with GMAC... dont know what I owe what insurance I have or who theyare paying on mysehalf.

Daniel of Milford , PA

8/14/09

When Ditech sold our mortgage, our world fell apart. We began with an attempt to contact Nationstar for a loan modification. My health issues took me out of the work force. We were told what documents were needed and how to send them to Nationstar. Those documents were readied and I faxed all (eight) pages to Nationstar. My fax machine printed the confirmation "sent,OK". Several months passed and we were close to losing our home. We contacted Nationstar and we were advised our loan modification process was never started because our necessary documents never arrived. I explained that I had a fax confirmation and I sent the documents months before. Nationstar advised us at that time to re-send the documents. I was so frustrated that I contacted FHA and they led us to another government entity. It appeared whatever and whomever we contacted that Nationstar was always contacting us with phone calls about late payments.

We are still in the house and Nationstar sends us various faux ways to modify our loan. However, there are stipulations in their programs that make it relatively impossible for any type of loan modification. So, we are trying to sell and every payment is an act of God. Never in my 50 year life of dealing with people have I ever dealt with people like those at Nationstar. These folks are truely inept, living on the edge of ethics and law. I totally agree, there should be a class action suit against Nationstar.

Guy of Jackson, SC

8/3/09
I contacted NationStar in December of 2008. I wanted a loan modification. I had already contacted Fannie Mae who had told me I was eligible for 'an early workout program' or 'refinance streamline'. When I spoke to NationStar I mentioned my contact with Fannie Mae. I was given the name of the Loan Modification Team Leader and his direct phone number. A Mr. Brandon A is the Manager for the Team and Ron Thomas is the VP in Charge.

I contacted them again in March and got nowhere. I went to HUD counselors to be sure everything was being documented. A person in the Loan Modification Team (Eric) spoke to us on the phone and said I was to fax them a package of items including a hardship letter. I faxed the package and sent it to them Fed EX with Signature required to the Loan Modification team. It was signed for and received by the Loan Modification team. I was to wait 60 days to get an answer. I did, and called them back and was stone-walled.

Put me in dire finacial straights, losing my home. I am disabled and distraught. I would like to see a lawyer resolve this on a contingency basis

Marlene of Springfield, VT

6/15/09
Read letter posted on your site from Paul of Bellingham MA. I had exact same issue. Same program, same dates same terms. Same problem..."program cancelled" I told them to provide it in writing because we signed a detailed contractual agreement with them. Paul did too. I called them sent faxes, letters etc, demanding they provide documentation in writing. I spoke to about eight people demanding the next superior each time. They eventually agreed to meet the terms of the SMP as per the contract. I demanded they send me something in writing which I just received.

Lost work time-- 4 days total since dealing with Nationstar and their SMP. They also claimed to have lost a payment but I sent it priority with tracking and copied all documents including the checks sent. The stress of having a problem with a company that is supposed to be helping has been unreasl.

Chuck of Outsidephilly, PA

6/4/09

After falling behind on my mortgage payments, Nationstar Mortgage (which is my lender at this time) offered me a Streamlined Modification Program plan.

They asked for documentation, which I provided.

They then sent me an offer to lower my monthly payment and my interest rate. They added 15 years to my mortgage (I only have 25 years remaining and they offered a 40 year loan modification.

The stipulation was to make three payments, March, April and May.

If I made these payments, the loan documents would automatically be modified and my first payment would be due (for the new, modified loan) on June 1, 2009.

I sent all of the payments as requested and even paid UPS for fast delivery to ensure all payments were on-time (including my new modified "first payment", which was due June 1).

On June 1st, I called Nationstar (which I did after sending each of my payments, only to receive voicemail, which I left a message that "my payment has been mailed") to ask when I would receive a "new mortgage statement" because I still have not receive a revised statement that shows the new interest rate and escrow payment (this was all outlined on the loan modification papers, but I figured I would receive a regular statement.

Instead, on June 1, 2009, I received a letter from Nationstar Mortgage stating that I had 35 days (from the letter date), to pay all outstating payments (the months that I am behind) or they will begin the foreclosure process after July 1, 2009.

Instead of hearing "everything is fine" (as I heard after the first month when I received the foreclosure

notice and called Dirrik)I heard; "that program has been canceled and you have to apply for a new modification program".

I couldn't believe what I was hearing!

After making the 3 trial payments as well as my "first payment" for the modified loan, I was told that I was no longer in a modified loan and would have to send them the financials again so they could see what program I qualified for.

I looked up the SMP (Streamlined Modification Program) and found that it was replaced by another program, AFTER they offered and I accepted this program.

At no time during the trial period, did Nationstar inform me that "there was a problem".

After my first payment, I called at the end of March, or early April and asked why I was receiving the old statements that only showed a partial payment as well as had late fees.

I was told that that was normal and to disregard everything I recieve because I'm in the SMP and it will be modified after the 3 payments.

Just keep sending the trial payments.

I have no idea what to do at this point.

I have everything documented, copies of the modification agreement, the three payments as well as the first payment for June first. I even have the UPS tracking info to show I was not late.

Instead, they said "what part of this don't you understand".

Help!

Paul of Bellingham, MA

6/3/09
i had 20k dollar tornado damage to my property 5/2008. My insurance company came out, sent me a check and made it out to nationstar. I was told that i would get 3 checks sent to me. (1/3) to start (1/3) midway and final at completion of job. TODAY IT IS MAY 2009 and i still have not recieved my final check.

My husband and I call daily. we get passed from person to person. We keep getting the same answer...there is not a field agent in my area to do a final inspection..but they keep assuring us they will find one. Meanwhile, ive had a contractor threaten to put a lien against my home and i drained my savings account to zero to pay him off just to keep from this happening.

Surely someone out there can direct me to someone who can help me get my money. better yet they should be paying me interest or something. i have no money to hire an attorney "obviously". because of this long drawn out situation i am now behind on my house payment because i no longer have a savings account to fall back on.

serena of Leonard , TX

5/27/09

Nation Star Mortgage made changes to my payment under false pretenses. They told me several different stories as to how they came about the reason. Nation Star tolde me my taxes went up when in fact they hadnt, I received a new tax bill prior to thier assumption. After I called them on it I was told they were going on last years which wasnt true either. Then I was told that it was a guesstimate even though prior I was told they were told by the stet that they went up.

They havent fixed it yet and we are being over charged each month and it is putting us in a financial hardship. they want to offer sloan mod but it wouldnt fix thier mistake. They also are telling me we have to start paying more each month a cushion other than our PITI. They keep telling they are looking into it but its been about a month and nothing. We do not have 900 a month to pay them so its very hard and we are accumilating late fees because of thier negligience.

candiss of romulus, MI

5/26/09

In April 2007 I was having some financial troubles due to divorce and was contacted by Nationstar about refinance my home. My credit wasn't good and they said no problem. They would sign me to a ARM with a high interest rate, and if I made all my payments on time for a period of one year, they would rework my loan without having to reappraise my house and no additional closing costs. After making all the payments on time for the year, Nationstar told me they have no such program and I would have to refinance again and pay all the costs again. The housing market dropped making refinancing impossible. They are not even willing to modify my loan in any way. Foreclosure is imminent.

Mark of Reno, NV

4/16/09

Back in may9,2008 I lost my job with a mortgage company I bought my house from nation star in 2000 when I lost my job I called to see if they would work with me and get me off this arm loan I was on that on unemployment I couldnt pay no 1200 a month if they would except 600 a month they said no and I would loose my house well Jan.5 2009 they put my house in sherriff sale and bought it back on Jan.6 2009. Icalled up ther to tell them I have a job and see if they would work with me now they said no get out. I would be hearing from a REO realtor telling me how long I have to get out you would think they would take 600 a month instead of kicking me out on the streets well im still in the house and its 4-10-2009 they still havent sent me nothing to tell me how long untill I have to get out.

Lisa of Mason, OH

4/11/09

that my escrow is going to be short. Nothing has changed in my house insurance or taxes. I was current with GMAC.

Then Nationstar changed my payments by $88.99 more. I called company that does the biweekly plan and seads it to Nationstar. I asked what my bi-weekly payments would be. The person who was assisting me had no idea that the payments had changed. Nationstar never informed them of the changes. So know I have to pay an extra 88.99 for this month or they will hit me with a late charge. I know the company does not do the biweekly draft. But that is how my loan was set up with GMAC and I intend to keep it that way. It seems that they are doing everything to make me drop my biweekly plan. Also when I spoke to the person in the escrow department she was saying that they needed a two month padding. Thats not how it was at GMAC.

Julie of Rutland, MA

2/24/09

I had a mortgage with Nationstar and began having financial trouble I tried for almost a year to sell. I work extremely hard with my realtor to make a sale. I was able to get someone who was interested but it would have required a short sale. Nationstar refused to even consider it and told me they want me to suffer and to pay for my mistakes. They will be foreclosing on me. And they did.

Now almost two years later they are continuing to call and harass me threatening me.. saying they will not go away and they are going to send someone to my work if I dont give them my new address. They are now calling and harassing my employer. I dont know what it is they are expecting from me. This is NOT a company that should be in business. They are extremely unprofessional. I have been in tears after talking to managers there. They tell me what a horrible person I am and they will not let me get away with walking away from my responsibilities.... they are horrible!!!!!

Kate of Amherst, NH

1/29/09

My father has spoken several times Chandra at Nation Star Mortgage LLC and they have refused to help my dad in anyway he has a mortgage with them and has had it for several years and every time he asked to see if they can even remotely help they have always laughed at him and say they have not been applying his payments to his loan what so ever because needs to pay them more money.

George of Pendleton, IN

12/31/08
I originaly was approached by a centex home equity corp that in all there kindness offered to refinance my home so i may gain some equity to loan brother and family monies to purchase home.

So my brother sets up a meeting where i was assured a 6.14 loan fixed at 30 years witch was going rate of te times. So upon agreeing they informed me due my busy schedule they could have a signing team and notary come to my office and sign in a matter of minutes.

On 12/30, I was left go from my 150k position as a sr. project manager due to economic turndown. The company called it a RIF (reduction in force). Since that time - knowing I was not going to find a position quickly - I called nationstar mortgage, who hold my mortgage. I explained that I would be seeing an issue soon and need to begin talking to someone should that occur. I completed the checklist and forwarded copies of unemployment information etc.

Since Jan 2009, I have called 22 times, left email messages on the web site and searched for other means to get their attention that I want to work with them to resolve future issues. I even sold my only tractor and other items to make the payment so I can keep my home.. yet I call, mention my situation to the customer service people. and they transfer me to a person that has left the company?? There have been several professional people I spoke to.. that took the ball and attempted to get in touch with the right people via email.

Now, I am in that OMG state... and do not know what to do. I certainly can not make a 1600 payment on 200 a week. in fact, If I make even a close payment in the next 2 day (which I will) that leaves me with 5 dollars for 2 weeks. I mentioned if they do not have the staff - hire me.. an MBA with 30 yrs experience. I will be happy to work to get people like me un-scared....

At this point, there is a real potential I can not make full payments... and may loose everything in a matter of months....

William of Murrells Inlet, SC

3/27/09

We were told that our present mortgage company was going to write off $15,000, pay all closing costs and we would lower the interest but 3 1/2 points. The paperwork says we are to pay the closing costs. They failed to contact us and let us know the appraisor wasn't coming out the first time and then called to ask if he came out a second time which we didn't know about, but he did come the third time. We have already paid for the appraisal and haven't heard on that yet. Our attorney says not to do this due to Nationstars history of false promises and numerous complaints. Why does the government allow these companies to operate? Are we out the $350 for the appraisal now? Probably. We will of course tell them to forget it now, before anything else happens to us, like all the complaints I have read. Can they be sued for false truth in lending practices?

So far a loss of the fees for appraisal, loss of time waiting for the appraisor to show, and now we don't trust anyone to refinance our loan. Also, it probably affected my husbands credit score.

Lillian of Galveston, IN

3/24/09

Back in December I was bought out from my previous Mortgage company GMAC. I was sold to Nationstar. Since then I have had nothing but total stress from this company. I am on the bi-weekly payment plan originally from GMAC, They said that they would honor this plan in the paper work that I recieved when I was originally bought out; however they called me constantly at work looking for payment because it was still going through GMAC. They seem to be getting the funds now, When I look at my statement it says that GMAC is still drafting the funds. On top of this I recieved a letter stating

So on the day of signing that had been schedueld on the last possible day offer of loan would be valid this also happened to be a day we at the office where extremly overloaded and had made loan agent aware of this.

So team shows I am able to give a good glancing over the documents witch seemed in order. 6.14 at 30 fixed now the over all costs had gone up over a 100 % from 4995.00 to over 11,000 dollars but with this being good for my brothers family and my having obligations in other places i remarked upon the increase and marked a document during signing , the complaints where to no avail in that at 12:00 that day my terms where up for renegotiation and signing time of course was 1:00 in afternoon.

So as we moved on i had questions about different figures i saw in docs and all questions where feilded with the loan is 30 yr fixed at 6.14 and that there is a lot of legal mumbo jumbo that in the end says 6.14 at 30 yrs.

Well come 3 yrs later when i am notified about rate increase to 7.75 on an interest only loan I sb out had a stroke . in going back and looking at documents that signing team sent me 2 weeks after signing i must admit that they had spelled out the adjustible loan and the interest only .

There only mistakes where that no one took time to transfer my signature onto all of these docs. in that there where only 40% of documents that had my signature on them and during signing i either initialed or signed all pages low and behold the ones without signature where the papers that signified loan parameters that where non existent in the original signing
So regardless at this time i stzaart making exorbanent payments to Nationstar also known as centex that totaled over 3,000 a month in the begining and even higher as rate went up agai. Duringthis fiasco in was in a terrible accident putting me out of work for a yr with the possibility of never returning. At the same time my father was placed in a series of nursing homes due my inability to walk let alone care for him . these are homes that klaser only would pay for a week or two leaving me responsable for remainder.

this went on for a year until i was finaly making funeral arangements and had returned to work.

It was twoo weeks after my fathers funeral that i was notified that the rates would increase yet again after 1 and 1/4 years of steady payments at increased rates. needless to say at one point i was faced with decision of wich bills to forgo and wheh to pay if i where to keep mortgage company happy.

so this is what i had done falling behind on my home owners association dues and borrowing for funeral expenses and so on when all the sudden it had become to much to couldnt do it any more so i called my mortgage handler and let him know i was done that i was walking. No more than two minutes passed and he was returning my call asking me to hold on we could wrk somthing out. So after negotiating a fee of 2600 hundred dollars he had been able to lower my mortgage back to original 6.14 and push all late and charges to back of loan.

and in six months we would revisit.

Now keep in mind i had inquried many times on help or modification yet to no avail! Until i called saying im done!!
My thouhts are that upon review they saw that I was capable of paying more than doubls at one point my original mortgage costs. and thought i was great candidate to sucker again once upon his feet.

So i start with new payments but am forced to pay rather than at begining of month the end of month right before 30 day late due the fact that i am still trying to catch up on all payments that had been set aside while paying exorbinate rates.

Well no sooner does the presidsn announce bail out than am i notified of rate increase after only 5 months of restructured contract.
Well at this point regardless of mortgage i had a serious problem with home owners association in that they had sent me to collections as I had most paid them for 4 months during the hight of my mortgae costs.so upon going to collections and interest and lawyer fees being attatched the bill neared 8,000 dollars. so as i try to resolve and settle with them but am ignored as lien is filede on my house to force sale. i have now ignored mortgage company for 2 months in that i cant afford thje increase so i am on track with paying off other loans and funeral and nursing costs.

I finally get my homeowners association to agree to being payed by mortgage co. if i can restructure my loan so now i start contacting mortgage company whom i am told tghat they can probably work with me on all levels of problems in lates home owners asseiation and bringing rate down to reasonable amount.

Yet after notifying HO i contact mortgage company to find that they cant work with me due to time frame and that they would require a large payment in good faith of 3000 dollars that i wouldnt be able to obtain until after my next paydaywitejh was of course was to late in that they had to have it that day,now call me paranoid but at this point I have zero confidence in there motives and keeping any promises they are to make.so even if i had it i am not sure i would send it without somthining in writing.

regardless i didnt have it and when i bring up bail out or program by gov they have no knowledge nor do they have any help in finding any info.
There big fix for me at this point is to have a short sale.
Anotherwards anounce to them i intend to short sell and upon doing so they have control over accepting offer or not .
I am not sure that they have any reason to want this control but it sure did leave big window for any offer i obtain to be refused yet now that i have made initial move in short sale that they could accept an offer of there choosing and possible orgin. Like i said i dont know that they have an angle here but these days i wouldat put it past them.

So now that they are unwilling to work with me and they and myself have allowed to get to the end of time frame that there was a possible fix I guess i have two choices look for a buyer in short sale so mortgage company wont track me down for there losses on property or walk away and accept the losses at auction that mortgage company holds and charge back to me

Monty of Rohnert Park, CA

12/5/08

Had anadjustable loan with them. Tried to refinance when the rate went up, they denied me, but took exactly 90 days so they could charge me prepayment penalty if I went somewhere else. Which I did, they tried to get me back then with a fixed loan and their actual closing costs were 300 % of my actual loan. Their message to me was I need to pay money whether I stay with them or leave them. They deceived me, tried to lock me in my adjustable and run me through foreclosure, they took advantage of their situation. Tried to talk to them, they offered to repay half of the penalty only, and last time I sent a letter they totally ignored me and sent me back an answer from a different company pretending they do

lead me on for so long. I don't want anyone else to be taken advantage of or treated as I have. On 7/17/08 received call from Holly F., (FHA Operations manager) advising she was sorry and explaining that the group that was handling my FHA refinance request was inexperienced. Now, after over 2 months and I received a call to be told that.

I can't begin to express the emotional stress and frustration I have endured during this whole entire ordeal, but I have never once been disrepectful to anyone I have dealt with. The economic damage that has resulted is this has caused me to become late with my mortgage payment for June which in turn damages my credit score. I worked with credit repair agency to put myself in position to better my credit score in order to get the best interest rate so I could refinance my home and eliminate some of my debt. This is totally destroying all that I worked to accomplish. And this senseless delay and incompentence has caused me to miss out on other possible refinance opportunities.

Michael of Richmond, VA

7/17/08

Two weeks ago we try to pay off a home loan we had with Nationstar Mortgage who had evidently bought the original loan from Centex.) After receiving a call that we were overdue, I spoke with several different service representatives all of whom told me that they had not received the check. I finally spoke with a supervisor (Chandra) who told me that they had sent the check back to us because anything over $5000 had to be a certified bank check and that we would not have included our Prepayment Penalty. I told her that we did not have a prepayment penalty. Knowing that we would pay off this loan early, we had specifically asked that question (I had my notes used during the interview) and had been told no. She told me that there was such a penalty. I asked to speak to the Customer Service Dept. Manager.

Mr. Derek Taylor took my call. He once again told me that all their mortgages had a prepayment penalty and that if I looked through my contract I'd find it. I once more explained that we had questioned the agent about this and he had assured us there would be no prepayment penalty. He said that he could not take my word for it and that he could go by nothing other than the contract. When asked if I could speak to his supervisor he informed me that he was the only one who could help me. Then, he said he would review my contract and get back to me within three business days which would be on Monday, April 8th. Needless to say, he has not returned my calls. Since then I have sent an email to the customer service representative but have yet to receive a reply.

My husband and I have since reviewed the contract and did find a prepenalty clause ... one that states that there MAY be a prepenalty fee and that we are to discuss that with our agent...
which of course we did. In all probability, we might have signed that paper feeling we had done our part in our negotiations.

Another complaint that we had against the company was that we have never received our home appraisal documents. Again, I have to admit that after I sent a letter requesting it (within the thirty days as per our contract) and several phone calls, I did let the matter die... Thinking back on it now, I should have realized then that we were dealing with a company that was going to be a problem.

Please be very careful dealing with this company. They are obviously one of those mortgage companies that are practicing deceitful tactics and ploys in order to get your business.

not know me nor my file.

When I refinanced my house I wanted some extra cash to remodel the house. Did not plan of penalty, as a result half my house is remodeled, the other half is still pending with damages needing to be repaired, apparent mold, unhealthy situation affecting our health, and a lot of anxiety, a stressful family situation.

Andr of North Tustin, CA

11/22/08
I am taking this opportunity to share my discontent with the company and the representatives I have worked with over the past 2 months. They have shown absolutely no professionalism, courtesy or customer service skills. I have been in the process of trying to secure/finalize a FHA loan for well over 2 months. Sadly I have received very little status and NO direction as to what can be done to help complete this process. I have supplied any and everything I was requested and I feel I am no closer now than when I 1st applied for the loan. My loan officer that prequalified me was Matt D. who has since totally abandoned me. Left voice mail message on 5/30/08 @12:57pm requesting status and assistance and never received any reply at all.

Contacted office on 6/3 and spoke with Kemo, requested he have Matts manager call me and never called. The processor handling my case was Chelsea Giles and she did a horrible job as she was in process of moving to new job within the company, so she provided no movement or updates on my loan. Next I was passed to Alisha G., who worked to get all necessary paperwork and get it into underwriter's hands. My problem with her is she gathered info and then went on a vacation from 6/19-6/24 and I could not receive any updates. I was forced to wait until 6/24 to receive the following: "the sales manager has the file right now, so I am not sure what the status is" and this is my latest upoate. I have had a couple of refinances, but never did one referred by the Lending Tree. This is truly the worst experience I or anyone could go through.

On 6/27/08 received call from Brian, the area manager and he spoke as though we would be setting closing date on Monday the June 30th, received no call and left message for Brian that has not been returned to this date. I then contacted Alisha G. Sr. Processor on Monday, June 30, 2008 1:51 PM and this is what she wrote back: " The file has to be reviewed by our underwriter her, once they have given the ok we will send it to our investor. The investor will then review it and make sure they have everything they need. This process could be another week or two before we can close."

I then sent following on 6/30/08 @ 2:14: "Is it possible for me to get clear, concise accurate information so I will know what is actually going on with this loan. Brian has stepped in and I am still receiving conflicting information on this loan. And now I am being told we are looking at another week or two, that is unacceptable. Please have Brian call me asap." Alisha's reply on 6/30 @ 4:12: "I just got your file back from the underwriter and they are not letting it go because the student loan isn't 1 year out and FHA requires it to be deferred for 1 year. You also need to make your June payment", and this is the last update or contact I have had. All this delay has caused me to be late on my June payment, which will affect my credit score if I try to work with someone else and then there is the time I have lost and the $495.00 I could lose.

Also, I had requested deferment for 1 year on my student loan and had it approved, but due to the handling of my file, the original deferment is outside of FHA guidelines and I have been requested to request additional month or two to provide the year deferment again. I just really wish that the company would have been more honest and upfront with me about whether loan would go through or not and not

Besides the fact that we are paying the prepenalty payment (only $155.99) we have not really sufferred any real damages. It is more the principal of being treated in such a manner that is so irksome and also the chagrin of having been so stupid to believe that we were being careful consumers dealing with reputable agents.

Anne of No. Carver, MA

4/9/08

My husband and I refinanced with Nationstar in Feb 2004. At that time our credit was a little shaky and we were told in order to fix it, we could get an adjustable rate mortgage and with in 2 years refinance. Our mortgage loan originator, Joseph Conway, at the time advised us that at no given time could our rate go up more than 1% in years time.

This past year we have had several financial difficulties due to the economy. My husbands job fluctuated in pay for several months and we fell behind. We made several attempts to make a mortgage payment in a half to Nationstar to save our house, but we were informed 4 weeks ago that our first mortgage was going adjustable in July and our mortgage payment would go up more than $400.00 our rate from 7% to now 10.55%.

I called Nationstars' Fannie MA refinance division in hopes that they may be able to help with the ARM problem. The first person I spoke to about refinancing call me back several days after putting in paperwork and tole me that there was nothing they could do, that my husbands score was 7 points away from refinancing and they could not help. I got a call about a week later from a woman named Ebony who also said she was from Nationstar's refinance department. I told her that we had already spoken to someone and they had told me that they could not help us. She explained to me that she was from ANOTHER refinance department within Nationstar and she really thought she could help.

I told her that if they could not refinance us we would most definitely have to let the house go to foreclosure. She contacted me for several days to get information, and they one day I received a voice mail stating that she could not help, but that we needed to make the mortgage payments for another year before they could help us. At this point our house is heading into their legal office and will be going to foreclosure. I am amazed at how many lenders have done this sort of thing to people and I can see right now why foreclosures are at an all time high. The bank would rather sit on a house that they are not going to be able to sell rather than help the homeowner make things work.

We are losing our home.

Kristen of Pittsfield, NH

6/24/07

We were looking to refinance a double wide (14,000 owed). Funds were going to college and remodel. We were preapproved, even with a 4 yr old bankruptcy. Underwriters approved loan, title search was

done, we paid 350.00 for appraisal. We were then told as a formality loan application needed a V.P. signature and paperwork was Fed-Exed to Dallas and back. In the beginning our credit score was 616 and dropped to 608 searching for terms. We were called by Brian and told loan was denied for 30 days, to allow our score to come up 12 points. Yea right!. We were lied to and information was misrepresented. I have spoken to V.P. of Nationstar about resolution (refund of 350.00), we'll see what happens.

We have since declined offers thinking we had been approved, we are physically out 350.00. Due to our credit score being lowered by searching options we will now have to wait many months for our score to go up to qualify for another loan. This will now impair our ability to prepare for our son to attend college. This is not to mention the stress and mental anguish of being scammed in such a way.

Sheila of Shawsville, VA

1/19/07

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Nationstar Mortgage - Maryland, Hollywood

Predatory Practices

We refinanced in August 2007. We had a six-doc, 3yr arm, 8.67% loan, 80%LTV. We were told in six months we could refi again and get into a more affordable loan (lower % rate), credit score would be better, (as we are self -employed). We thought were dealing with reputable lenders, as opposed...

Videos

ATM Skimming

SunTrust Doctor Mortgage
100% Doctor Mortgage - Low Rates
For Physicians & Residents

The VA Loan Program
Get a Quote in 2 Minutes! VA Loans up to $729,000 with $0 Down.

Loan Modifications
Get pre-approved in 1 minute for a Loan Modification - Save your home!

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1.
HDFC Bank Personal Loans
Poor and irresponsive agents of HDFC Bank
Delay in Loan

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You will get minimal help from customer service

3.
Flexible Id Whole
Losing Site Scammer

4.
MyScratch.com
Misleadings of Members

5.
Provident
Never Received Item Ordered

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Smartphones As Babysitters?

Consumer United States Mortgage Companies

Nationstar Mortgage
Irby
Terrible everything

Nationstar mortgage purchased my home loan in August 2006. They have yet to properly account for my payments. I have submitted a complaint to my State Attorney General.

I believe that Nationstar is committing fraud on a large scale basis. The fact that this website exists is evidence...

Consumers United States Mortgage Companies

Nationstar Mortgage - Texas, Dallas
[redacted]
modification issues

Bowers had company offers high modification loans such as 11.99 interest rate and our payment went from 1, 630.80 to 2286.00. Nationstar is part of the Hope program sponsor by the bailout for the fedaral government and our ripping people off instead because the government is not ever seeing this...

Consumer United States Mortgage Companies

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VA Loans up to $729,000. $0 Down. Veterans, Learn More & Apply Online

3.62% Refinance Rates
$150,000 Mortgage From $662/Month. No Credit Check Needed. APR 3.105%

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Bad Credit Loans
Fast Application Bankruptcy OK Loans up to $25,000 Apply Now

AdChoices

Nationstar Mortgage
Users/Cheats/Crooks

To anyone who is having issues with Nationstar Mortgage or by the above DBA-Names above, please contact me. I'm sure of of our stories are the same. This company is BAD. I've got my State Congressman and his office involved. I've got Nationstar Department Heads email addresses/phone...

Consumer United States Mortgage Companies

Nationstar Mortgage - Texas
RALPH WALLACE
Fraud/False business practices

Nationstar has told me I qualify for the HAMP program...I made all the payments on time and sent all paper work needed...They talked me out after six months of perfect payments...Said government did it due to incomplete paperwork...This happened because I just put 31000 dollars into my home and...

Consumer United States Mortgage Companies

Nationstar Mortgage - Texas, Lewisville?
[redacted]
predatory lending practices

Nationstar mortgage's deceptive lending practices, loan modifications, and customer service scams can be seen all over the internet. I am just one of many who personally suffered, and are losing my home due to this "loan modification" scam, adding unnecessary insecurity, late...

Many Videos

Ads by Google
Bad Credit Loans
Home Loans Lenders
Mortgage Refinance

Click Marketing
[redacted]

Picking Up Non-Humans is Forbidden

More Messages

[illegible] United States [illegible]

Nationstar Mortgage - Florida, Pensacola

[illegible]

High Fees

I had a mortgage with Regster Bank that was just recently sold to Nationstar Mortgage LLC. While attempting to pay it online, I discovered that Nationstar charges for me paying on my loan in any other way than US mail mail or automated payment! Web pay is $6.95 and phone pay is $9.95!!! Ridiculous....

[illegible] United States Mortgage Companies

Nationstar Mortgage

[illegible]

Deceitful Practice

First, is there anyone out here who knows how or is willing to file a class action suit against this company?

In February I recieved a call from Nationstar telling I qualified for a HSA. I had never heard of it but it sounded good. I received the paperwork and called to verify...

[illegible] [illegible] [illegible]

Nationstar Mortgage - Virginia

[illegible]

Horrible company

Last year my loan was sold to Nationstar by GMAC. They have to be the most terrible mortgage company I have dealt with.
Just yesterday I received a delinquency notice dated July 24, 2009 and the first line of the letter was: "Our records indicate that your monthly mortgage installment...

[illegible] United States [illegible]

Nationstar Mortgage - Mississippi

[illegible]

SCAM

Gmac sold our mortgage to Nationstar and everything was fine. Shortly after this transaction my husband lost his job...Nationstar contacted us about a loan modification. I would listen to my husband tell me the options of paying a note for three months that were about $500.00 a month lower than...

[illegible] United States Mortgage Companies

Nationstar Mortgage - Texas

[illegible]

Purchased our Loan

It is important that the word get out about this company, especially to homeowners whose mortgages are purchased by Nationstar. We received word that our mortgage was sold from our old company approximately 15 days prior to the transfer. The letter instructed us to send payments to Nationstar...

[illegible] United States [illegible]

Nationstar Mortgage - Arizona

[illegible]

fraud in escrow dept.

This company is a nightmare since GMAC sold us to them. They tried to rip us off in the beginng, by charging us an extra month of mortgage; now they are charging us for forced placed ins. & ins. for the falling yr. & trying to force pay our own private ins. all of the same time we're charging...

[illegible] United States [illegible]

Nationstar Mortgage - Nebraska

[illegible]

harassment false notices

OUR MORTGAGE WAS SOLD TO THIS company by GMAC who we had for many years with no trouble. We constantly get past due statements from them when we have paid them and on time on line and the funds are there with them. Now they say they don't have money in escrow for our taxes and they have...

[illegible] United States [illegible]

Nationstar Mortgage - Georgia

[illegible]

Seriously bad mortgage co

Last week received notice from Nationstar that my homeowners insurance has not been paid--WRONG!!! GMAC sold my loan to Nationstar and this mortgage company is the worst company I have ever seen. Now today I got a notice saying that I are delinquent for July through September. Hell, August &...

[illegible] United States [illegible]

Nationstar Mortgage - Arizona

[illegible]

Fraud

Nationstar Mortgage makes you believe that you are in HAMP , was sending documents since beginning of August. I was sending documents that they were requesting and sometimes I already las there and sent over night had signature confirmation, they have stringed us along thinking we were going to...

[illegible] United States Mortgage Companies

Nationstar Mortgage - New York

[illegible]

Scamming americans

We might have our home because of this mortgage company. I kept getting letters in the mail saying I was behind on payments and when I would call no one could give me a straight answer! One person would say it was an error or not to worry then another would be rude and stated I was 3 months...

[illegible] United States Mortgage Companies

Nationstar Mortgage

[illegible]

Crooked Company

We have had several problems with Nationstar but this latest one takes the cake. Due to the economy we had no choice but to ask for a loan modification until we could get back on our feet and get things straightened out. And at first that seemed to be the ticket. The agent told us at first that...

[illegible] United States Mortgage Companies

Nationstar Mortgage

[illegible]

Former employee spills secrets

I am a former employee of Nationstar Mortgage. I resigned of my own will and was not fired. Therefore, I'm not harboring any grudge against anybody. But, I do want to warn everyone out there that this company has continued to practice inappropriate lending standards even after the mudgeye...

[illegible] United States Products & Services

Nationstar Mortgage

[illegible]

File a complaint with BBB

My husband and I have been having issues since our mortgage was sold to

Nationstar, I'm filing a complaint with BBB and suggest everyone else does, too....

Connecticut United States Mortgage Complaints

Nationstar Mortgage - Oregon

[redacted]

Shady business practices

Last year, Flagstar sold my mortgage to NationStar (had always made timely payments with Flagstar and I have excellent credit. Once NationStar got my mortgage, however, they immediately started treating me like a deadbeat. They would call and harass me monthly about my payments--be low the...

Connecticut United States Mortgage Complaints

yelp

Nationstar Mortgage

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Accepts Credit Cards: No

10 reviews for Nationstar Mortgage

All Reviews

P
Quincy, MA
11/9/2011

My mortgage was sold to Nationstar by CitiMortgage and I will never use Citi for any thing ever again because they sent me to these morons.

They are awful, they never know what they're talking about, never have a supervisor or manager to talk to, they'll transfer you and you'd be disconnected, they call you from private numbers trying to get you to refinance, if you dont answer they just hang up and try again later. I told them FOUR TIMES to stop calling me, but they still do and claim ignorance "Im sorry sir, but you're on my list"

If you need a mortgage and they are an option you're considering, grab the children and run for your life.

Eric L
Berkeley, CA
10/31/2011

Ditto to the other one star comments. My loan was transferred from BOA to Nationstar apparently in September without notice to me. I paid BOA, who never cashed the check but did acknowledge they received it. They never passed it on to Nationstar, who said I was late on my loan. BOA gave me the runaround about what I should do. I had to stop payment on the BOA check (for a fee that they will not pay of course) and pay Nationstar directly. Nationstar did not know my account details, but did know I needed to pay them somehow. I said, "hey, you owe me for the flight to Hawaii last month, I will send you the proof later too." Jerks, preparing to refinance.

T
Temple S

Los Angeles, CA
4/5/2011

1 Star

With all the issues I've been having with these clowns, I think it's only fair that the CEO of Nationstar flies out to CA and let's me punch him in his face.
First step this dump needs to do is stop hiring hoodrats for customer service positions. I can't believe how dumb some of these CSRs have been.
Second and final step is they should find another industry to work in b/c loan servicing is obviously too complicated for them.

CEO
Jeff F
Chicago, IL
12/3/2010

I am like the other reviewers here, my mortgage was transferred from Citimortgage to Nationstar 11/1/2010 and the whole experience has been HORRIBLE! DO NOT do business with them and I look forward to the day that I do not have to deal with these incompetent people. Again stay away from Nationstar. I am in the process of contacting the States Attorney in IL and TX to file a formal complaint. I have found these email addresses of managers that you can send a message to but of course I didn't hear back from them:

CustomerRelationsOffic.
Ben.Fountain@nationsta.
Aaron.Arends@nationsta.

Lesley S
San Antonio, TX
9/27/2011

I also wish I didn't even have to give this company even one star. My loan was sold to Nationstar from Flagstar in Sept of 2011 and I paid them my first payment due on Sept 1st electronically through my bank on August 30th. Then I find out on Sept 19th that they had no record of receiving it even though my bank called them and told them they sent an electronic pymt to them. We had to fax over a bank statement showing proof it was taken out of our acct and it wasn't posted to my account until Sept 26th, almost a month after my bank made the transfer! I'm also not happy with them charging a fee every month to use their online payment service. My last 2 mortgage companies didn't do that. It's ridiculous! People I've talked to there seem so incompetent too! Plan to refinance ASAP!

Debi F
Campbell, CA
2/21/2011

Feb. 2011 payment sent timely and my check cashed by Nationstar and taken from my acct on 2/8/11. Got two automated calls from them beginning 17th, called them and they stated they never got my Feb. 2011 payment. Faxed them proof of delivery, my cashed check front and back and copy of my banks statement showing check

cashed (and their stamp FEDERAL RESERVE on back). Am Still receiving automated phone calls (even on Sunday). Called them again, Sunday, best they can do is set the automated calls out one week, while they search for the check. I suggested they call their bank instead of calling me.

Las Vegas, NV

12/24/2010

My mortgage loan was recently transferred from Suntrust to Nationstar. Instead of my monthly regular payment of $933.18, they asked me to pay more than $14,400.00 for my first payment. In the letter, it stated that they have already sent a payment coupon prior to this, which I never received in the mail. When I talked to their rep a week ago, the rep from Nationstar promised me that my payment would be the same as before.

Colorado Springs, CO

11/19/2010

Like Steve R, my mortgage was recently transferred, and it's not gone well. Fees for online payments, late fees despite no late payments, madcaniing automated phone system. Avoid if possible. More at http://oinkety.com/?p=...

Woodland Hills, CA

1/8/2011

Wish I didn't even have to give this place 1 star. Let me start by saying that I did not choose Nationstar, my loan was switched over from Citi to NationStar (any of you who have a mortgage know how your loan will be bought/sold from time to time). I was contacted by a Nationstar rep and was informed that if I had auto-payment on my Citi account, I should set up auto-pay with Nationstar. I did this. Turns out, my auto-pay did roll over from Citi. Next thing I know, my bank statement is showing that my account has been debited TWICE, leaving me with no money to pay my other monthly bills. (I should also mention that this was December 2, so this also made buying holiday gifts difficult and I ended up having to pull from savings.)

I logged in online to see what the problem could be and my account hadn't even been updated since Nov 1 (when my mortgage was first turned over to them), so these two payments were not even showing. I contacted Nationstar to have them simply remove the duplicate payment...not so simple afterall. This place outsources their payment system to Western Union, so they virtually have no control over the matter. This was after spending 40 minutes on the phone and being passed between about 5 different customer service reps...one of which apparently picked up the wrong line and was viewing someone else's account because the info he was providing me was completely not mine! Overall, they were completely unsympathetic to my situation. Finally, I got one guy who said they would cut a check immediately and overnight it. I forgot to get this guy's name and that was a huge mistake because when I called back the next day to check in on the status, there was no record of a check being cut. The woman I got this time said that if they do that, it takes about a week to process, but she'd rush it through for me.

Well, a week passes and no check. I'm fed up at this point, so I contact Bank of America (which, had I know, would've just done this from the beginning). They removed the charge within a day...It is now Dec 28. THEN, on Dec 27, I get a check in the mail from Nationstar that was cut on Dec 18. Looks like they never cut the check until Bank of America contacted them.

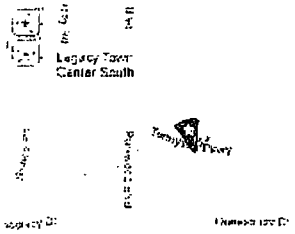
So that's my experience with this horrible, horrible company. Like I said, my loan was moved to this company and it is out of my control. But if you are looking for a new loan, AVOID NATIONSTAR!!!!!!

San Francisco, CA

9/29/2010

I had the horrible misfortune of my mortgage servicing being transfered to nationstar.....just had my first customer service call, with a total asshole who made no effort to help me, and of course, told me I could not speak to his supervisor. now I'm looking on the web & see sites devoted to how they screw people - not surprised. I didn't have the choice of who serviced my loan...but if you do, do yourself a favor dont even talk to these guys...

( )



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NON COMPLIANCE FNMA SVC 09-36

Author: Keith Cabaniss Date: 2011-11-12 11:21:02

VERIFIED COMPLAINT FOR WRONGFUL FORECLOSURE
AND JURY DEMAND

Introduction: This complaint alleges inter alia that Nationstar Mortgage wrongfully foreclosed on real property commonly known as 81 Greystone Trial, Black Hawk, Colorado, 80422. Specifically, Nationstar repeatedly and falsely told Plaintiff that his loan modification was either in-process or had been approved, failed to inform plaintiff that his loan-modification application had been denied, and that this failure prevents plaintiff from exercising legal rights, including but not limited to, Chapter 13 bankruptcy, that would have allowed him to retain title to his home, which he largely built with his own hands.

Plaintiff, Keith Cabaniss, pro se, for his complaint against Nationstar Mortgage, swears and affirms that:

1. Defendant, Nationstar Mortgage, is a national mortgage lender that has transacted business in the state of Colorado.

2. Plaintiff, Keita Cabaniss, is an individual who resides in, and previously owned and occupied real property located in Gilpin County, Colorado.

3. The real property that Cabaniss previously owned has a common street address of 81 Greystone Trail, Black Hawk, Colorado, 80422 (the "Home").

4. The Home is known as parcel no. 1711-031-01-213, in the public records of Gilpin County, Colorado.

5. The legal description of the Home is:

S: 3 T: 25 R: 72W Subd: LA CHULA VISTA RANCH Block: 002 Lot: 013A

Author: Keith Cabaniss Date: 2011-11-12 11:10:58

VERIFIED COMPLAINT FOR WRONGFUL FORECLOSURE
AND JURY DEMAND

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Plaintiff, Keith Cabaniss, pro se, for his complaint against Nationstar Mortgage, swears and affirms that:

1. Defendant, Nationstar Mortgage, is a national mortgage lender that has transacted business

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in the state of Colorado.

2. Plaintiff, Keith Cabaniss, is an individual who resides in, and previously owned and occupied real property located in Gilpin County, Colorado.

3. The real property that Cabaniss previously owned has a common street address of 81 Greystone Trail, Black Hawk, Colorado, 80422 (the "Home").

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S: 3 T: 25 R: 72W Subd: LA CHULA VISTA RANCH Block: 002 Lot: 013A

NATIONSTAR MORTGAGE FRAUD NON-COMPLIANCE

Author: Keith Cabaniss Date: 2011-11-12 11:19:18

NON COMPLIANCE FANNIE MAE SVC 09-36.

VERIFIED COMPLAINT FOR WRONGFUL FORECLOSURE
AND JURY DEMAND

Introduction: This complaint alleges inter alia that Nationstar Mortgage wrongfully foreclosed on real property commonly known as 81 Greystone Trial, Black Hawk, Colorado, 80422. Specifically, Nationstar repeatedly and falsely told Plaintiff that his loan modification was either in-process or had been approved, failed to inform plaintiff that his loan-modification application had been denied, and that this failure prevents plaintiff from exercising legal rights, including but not limited to, Chapter 13 bankruptcy, that would have allowed him to retain title to his home, which he largely built with his own hands.

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S: 3 T: 25 R: 72W Subd: LA CHULA VISTA RANCH Block: 002 Lot: 013A

Overly Agressive Collections

Author: Greg Date: 2011-11-06 12:54:38

I have not been late on a payment in 10 years, this outfit bought my mortgage and now they call me to try to collect their payment BEFORE it is due! Can you believe it? Payment is due on the 15th, but not late until the end of the month, they call me on the 16th wanting to know when they are going to get their payment. They called three times last month, and we have never been late on a payment with them or any other creditor for 10 years. I wish their kind of aggressive collection was illegal.

Nationstar Mortgage -HORRIBLE CUST. SERV

Author: Stacy S Date: 2011-11-02 16:16:16

It can go back over a year, but lets just start with today...Called looking for answer on our modification loan. Refused to listen to what I was saying. Told me I WORKED for HIM and when I asked for a supervisor, was told "NO, that's NOT how things work around here." Then, put me on hold for several minutes, came back and asked "NOW are you ready to talk to ME?" I said no and asked for a supervisor again, and then he hung up on me.

Nation Star Tips Last Try

Author: VM Sehv Date: 2011-10-24 11:42:16

Pay online, fill out the insurance information form they send, if insurance is cancelled then pay the insurance company directly, then call and complain to Nationstar - the insurance department, ask if you are marked non-escrow, have them fix that. If they won't - call and complain to your insurance company - have them contact Nationstar. If this fails contact the following people: Attorney General for you state and the country, Real Estate Authorities in your area, consumer groups, senators and representatives - state and local, governor of your state, President of the United States, carbon copy all letters to the CEO of Nationstar, the local and national media. Good luck!

Tips Continued

Author: VM Sehv Date: 2011-10-24 11:34:02

Pay Online

If your insurance is cancelled, pay the insurance company directly
Then call and complain to Nationstar
Ask if you're marked as non-escrow, have them fix it
If they don't, call your insurance company and complain - have them contact Nationstar

No luck with that contact the following people/agencies:

Attorney General of your state and the country
Governor of your state
President of the United States
Real Estate Authorities in your state
Your senators and representatives - state and local
Carbon Copy these letters to the CEO of Nationstar
The local and national media

Good Luck!

Tips for Dealing with Nationstar

Author: VM Sehy Date: 2011-10-24 11:22:31

Nationstar bought the mortgage for our house in Salt Lake City and immediately began their usual bag of tricks. They didn't receive our payment. We aren't insured. Here's how to deal with them as long as you're still on their good side. (If you are not, they've marked you as a deadbeat and will refuse to talk to you. I will cover that in the second half of this message.)

Pay Online - a good bank will reverse the fee - even if they don't, this is cheaper than a legal battle

Fill out their insurance information form - not doing so gets you marked as non-escrow in their system

If your insurance is cancelled, make the payment yourself to the insurance company directly

After that, call and complain to Nationstar. You'll want the Insurance Dept. They make that payment. (Escrow just collects the money.)

Check with them to make sure they haven't marked you as non-escrow. They should switch this over if it's incorrect.

My husband asked them if they were prepared to make him whole in the event of a loss. (Our insurance has been cancelled.) This means, would they cover the house had something happened to it. Would they cover his loss of wages should that be related to the event. This seemed to get their attention. You have to make it their problem financially

If they still won't fix it, contact your insurance company and have them talk to Nationstar.

Make sure your payments are always current. Their business model is based on assuming people are deadbeats, taking the house then collecting fees for selling the mortgage back to the government. They went out of business once because this is a poor model. Their second go involves having some mortgages that actually get paid. If you're one of these, keep it that way.

So you've been labeled a dead beat. Follow the steps below. Hope they work, but I haven't had to do them yet.

First, contact attorney general in your state. Explain the issue in legal terms and back up with documentation.

Contact the Real Estate Authorities in your state. Find out who prosecutes real estate fraud. Make a complaint.

Complain to consumer groups.

Write your Senators and Representatives. Do it both for the state and federal levels.

Write the governor of your state

Send a letter with carbon copies to the CEO of Nationstar.

Contact the local and national media. Here you can probably use an emotional angle. They love that stuff. Hard luck stories.

Contact the attorney general of the United States of America.

Contact the President of the United States.

Make your voice be heard. The more people who do this, the harder it becomes for those who should be fighting for us, to ignore us. Not every single customer of Nationstar can be a deadbeat. If that were case, then our dear federal and state representatives should be asking themselves what kind of company makes that their business model? Not one, that means people well, that's for sure. And not one that will remain in business for long. That alone, should make people run and let the company go under not keep loaning them money.

General Tips That Will Help:

State your case with an even voice tone. No emotion.

Be concise. Straight to the issue. Avoid tangents. (It may help to write out what you wish to say.)

It may also help to state your case in legal terms versus a plain complaint. See if they've committed fraud or some other illegal act and prove it.

Keep all paperwork. Print statements of the online transactions if possible. Keep them in a file where you can easily find them. You may need copies of this stuff later to prove your point.

Don't let up. Continue to be a thorn in the side until they don't want to hear from you anymore and fix your issue.

Waste their customer service time. It costs them money.

Hope these tips help. Good luck getting your problem with this company fixed!

REPORT THEM TO THEIR LICENSER

Author: VS Date: 2011-09-20 23:31:00

YOU MUST REPORT THEM WHERE THEY GET THEIR LICENSE. IN TEXAS IT IS The Texas Department of Savings and Mortgage Lending. http://www.sml.texas.gov/

THANK YOU, NATION STAR!

Author: Nadine R Date: 2011-09-04 12:05:57

We were bought out by Nation Star after being with EMC for a number of years. We got behind on our payments when I got in a payback situation with Social Security, but we continued to make payments from that point on. I called Nation Star and they went to work. I applied for Loan Mod with the government but didn't qualify, but not to worry, Nation Star would do the loan modification. I went from a 7.5% 30 year fixed to a 5% 30 year loan at no charge. A lower monthly payment, up to date. Nation Star helped us out so much! We are so happy to be current again and not have that $100 dollar past due hanging over our heads. I personally was very impressed with Susan, who worked her buts off to get it all done for us. I love Nation Star!

< Start < Prev 1 2 3 4 5 6 7 8 Next > End >>

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Archive for the 'NationStar Mortgage' Category

« Older Entries

Keller Texas NationStar Mortgage Complaint

Monday, November 21st, 2011

Horrible, different stories on the same day, lies, misleading information, horrible modifications…just a nightmare from the start

Posted in NationStar Mortgage | No Comments »

Penn Valley California NationStar Mortgage Complaint

Wednesday, November 16th, 2011

American Gen. the investor is using Nationstar Mortgage after Morequity sold loan. Nationstar charges late charges even if you are not late, says you are past due on statements, and does not update their statement or website whne you make a payment. They are the worst mortgage company I have ever had in my life. I wish they never got to handle my loan, but I unfortunately had no say so in who my loan was sold to.

Posted in NationStar Mortgage | No Comments »

Austin Texas NationStar Mortgage Complaint

Tuesday, October 11th, 2011

I tried talking with the lender several times during 2004 about my mortgage payments being way too high. I was a single parent on a fixed income and as a subsequence of a lawsuit by my former husband I lost my job and therefore had no steady income for several months. I originally applied for a refinance with BankOne but then received loan papers from NationStar with a completely type of loan.

Posted in NationStar Mortgage | No Comments »

Fort-Myers Florida NationStar Mortgage Complaint

Friday, September 2nd, 2011

Consider that we bought the house in 2004 where between the 20% down and the closing cost we spent $62,000 cash. We feel like Nationstar and Citmortgage really abuse us. First, Citimortgage puts us on forbearance for 6 payments within six months, and then we will be qualified for a modification. At this time, we where paying half of the regular mortgage price $888.63. Even with the government plan we were told that we where not qualified for a modification. After we continue to pay the forbearance for 11 months, they told us that we were qualified for a modification. At this time instead of bringing the price of the house down, they add $28,000 on the mortgage. We were told by Citimortgage that if we sign, they would forget the $28,000 and the interest rate would be deducted. We did not know what happened to us at this time we stated to pay, but nothing happened. We wrote many letters and conversed with

citimortgage. Instead of dealing we use Citimortgage transfer the mortgage to Nationstar and telling us that Nationstar will take care of our problems. Nationstar told us that they couldn't do anything about it. After a while, we asked Nationstar for a modification; they denied us, and told us that it is either that we do Did in-Lieu", return the key and rent with them or short term sell. Our house for short term sell while we have been faithful to them paying our mortgage every month and we will be homeless after handing $62,000 cash and pay 7 years of mortgage. Nation star refuse to negotiate with us. We would like to request a "Quiet Title" on our house before the closing of the short term sell. In addition, we will like to do a moratorium so if the house is sold we will not have double pain

Posted in NationStar Mortgage | No Comments »

Portland Oregon NationStar Mortgage Complaint

Saturday, August 20th, 2011

MERS is all over my documents, citimortgage claimed to own my mortgage but could\'t prove it, now NationStar is threatening foreclosure Sept 9.

Posted in NationStar Mortgage | No Comments »

Banning California NationStar Mortgage Complaint

Thursday, May 26th, 2011

Nationstar Mortgage \"claims\" they have purchased my loan from the previous lender, Citibank. I have asked for proof of ownership, original documentation, payment history, and all relevent documents. I have recieved nothing but incomplete information from numerous employees and I am now working on the third attempt to modify. I am completely disgusted with this lender.

Posted in NationStar Mortgage | No Comments »

Temple Hills Maryland NationStar Mortgage Complaint

Sunday, May 1st, 2011

I am in process of modification, however my lender has stop communicating with us, and we are not certain if we are accepted or denied. In addition, we haven\'t received any literature via mail for Nationstar

Posted in NationStar Mortgage | No Comments »

Tulsa Oklahoma NationStar Mortgage Complaint

Thursday, April 21st, 2011

Mercury Mortgage sold my mortgage to GMAC who then sold it to Nationstar.

Posted in NationStar Mortgage | No Comments »

Colorado NationStar Mortgage Complaint

Saturday, April 16th, 2011

VERIFIED COMPLAINT FOR WRONGFUL FORECLOSURE
AND JURY DEMAND

Introduction: This complaint alleges inter alia that Nationstar Mortgage wrongfully foreclosed on real property commonly known as 81 Greystone Trial, Black Hawk, Colorado, 80422. Specifically, Nationstar repeatedly and falsely told Plaintiff that his loan modification was either in-process or had been approved, failed to inform plaintiff that his loan-modification application had been denied, and that this failure prevents plaintiff from exercising legal rights, including but not limited to, Chapter 13 bankruptcy, that would have allowed him to retain title to his home, which he largely built with his own hands.

Plaintiff, Keith Cabaniss, pro se, for his complaint against Nationstar Mortgage, swears and affirms that:

1. Defendant, Nationstar Mortgage, is a national mortgage lender that has transacted business in the state of Colorado.

2. Plaintiff, Keith Cabaniss, is an individual who resides in, and previously owned and occupied real property located in Gilpin County, Colorado.

3. The real property that Cabaniss previously owned has a common street address of 81 Greystone Trail, Black Hawk, Colorado, 80422 (the "Home").

21. Thereafter, Nationstar called Cabaniss and informed him that SMP had been cancelled, and Cabaniss would instead enter a Trial Period Plan under the Home Affordable Modification Program ("HAMP").

22. Cabaniss entered HAMP in August 2009.

23. HAMP requires that applicants complete a three month trial period by making the payments that would be required under a proposed modified loan terms. If a HAMP participant makes these required trial-period payments, the participant's loan may be modified to reflect the trial-period's payment terms.

24. Cabaniss timely made his August and September payments under HAMP.

25. Cabaniss pre-paid his October HAMP payment with his September payment.

26. In September of 2009, Cabaniss called Nationstar to ensure that it had received his August, September, and October HAMP payments.

27. By timely making his August, September, and October payments to Nationstar, Cabaniss successfully completed the HAMP trial period.

29. Nationstar confirmed to Cabainss that (a) it had received his August, September, and October HAMP payments; and (b) it was sending his plan to another Nationstar department to draft new loan documents for Cabaniss' new and modified HAMP loan.

30. Cabaniss' HAMP loan-modification application was denied on or about Septmber 28, 2009.

31. On or shordy after Cabaniss' HAMP application was denied, Nationstar knew that Cabaniss' HAMP application had been denied.

32. Nationstar did not notify Cabaniss that his HAMP application had been denied.

33. Nationstar was required to notify Cabaniss that his Hamp application had been denied.

34. Cabaniss did not receive new HAMP loan documents from Nationstar.

35. Cabaniss did not make further payments to Nationstar while he was waiting to receive his new HAMP loan documents.

36. Nationstar consistently told Cabaniss that his new, modified, HAMP loan documents were in progress. The communications between Cabaniss and Nationstar, include, but are not limited to the following communications:

a. Cabaniss called Nationstar on December 10, 2009, and informed it that he had not yet received any new, modified, HAMP loan documents. Nationstar informed Cabaniss that it was \"still working to prepare new loan documents, could take another month.\"

b. Cabaniss called Nationstar again on January 26, 2010. He informed Nationstar that he still had not received the new, new, modified HAMP loan documents. Nationstar told Cabaniss that "everything is ok."

c. At the time Nationstar made the statements in the immediately preceding paragraphs (a) and (b) to Cabaniss, Nationstar knew that these statements were false.

37. On or about four days after the January, 26, 2010, telephone conversation in which Nationstar told Cabaniss that "everything is OK," Nationstar set a sale date for the Foreclosure.

38. The Gilpin County Public Trustee held a Public Trustee's sale of the Home on February 25, 2010 (the "Foreclosure Sale").

39. February 26, 2010, was the last date on which Nationstar could schedule the Foreclose Sale without having to file a new action to request a Public Trustee Sale of the Home.

40. At the time of the Foreclosure Sale, Cabaniss had no notice that Nationstar intended to continue with the Foreclosure.

41. Prior to the Foreclosure Sale, Nationstar provided no notice to Cabaniss that Nationstar had set the Foreclosure Sale, or that Nationstar otherwise intended to proceed with the Foreclosure.

42. Cabaniss learned of the Foreclosure Sale on March 3, 2010, when he discovered a notice that Phil Heter, a Denver-based repossession/eviction processor and REO broker, that Fannie Mae now owned the Home.

43. If Cabaniss had had notice of the Foreclosure Sale, he would have been able to exercise legal rights, filing a chapter 13 bankruptcy petition, which would have allowed Cabaniss to prevent the Foreclosure Sale and keep the Home by restructuring his debts and becoming current on the restructured Note over time.

44. After Cabaniss learned of the Foreclosure sale, he again called Nationstar. On March 9, 2010, Cabaniss spoke with Thomas Brown of Nationstar. Cabaniss asked Mr. Brown to have Nationstar rescind the Foreclosure Sale because Nationstar had (a) failed to provide Cabaniss with any notice that it was proceeding with the Foreclosure Sale and (b) had made multiple misrepresentations to Cabaniss regarding the status of his HAMP modification and of his Note to Nationstar.

45. Brown and Cabaniss went through Nationstar's records of the communications between Cabaniss and Nationstar.

46. Brown stated that Nationstar's records of its communications with Cabaniss comported with Cabaniss' own records of these communications, which are reflected in the preceding paragraphs of this Complaint. Brown also confirmed that Nationstar had not notified Cabaniss of the Foreclosure Sale or of that Cabaniss' HAMP application had been denied.

47. Despite his concurrence with the facts as Cabaniss presented them, Brown and Nationstar refused to rescind the Foreclosure Sale. More specifically:

a. Cabaniss asked Brown, "What Happened?"

b. Brown responded, \"Something transpired.\"

c. In response to further questions from Cabaniss, Brown would not reveal what transpired, refused to rescind the Foreclosure Sale, stated that he was going to terminate the telephone call, and then hung up.

48. On May 17th, Cabaniss held a conference call with Geraldo Hernandez of Nationstar and Jeff Plaine of Money Management (a HUD-certified loan counselor).

49. During this May 17th conference call, Hernandez again affirmed that:

a. Nationstar's records of its communications comported with Cabaniss' own records of these communications, which are reflected in the preceding paragraphs of this Complaint;

b. Nationstar did not notify Cabaniss that his HAMP loan-modification application had been denied.

c. Nationstar did not notify Cabaniss of the Foreclosure Sale date or that Nationstar was proceeding with the Foreclosure Sale.

50. On May 20, 2010, Cabaniss spoke via telephone with Chelsea of Nationstar Mortgage's legal compliance department in Dallas, TX. He asked why Nationstar proceeded with the Foreclosure Sale despite having informed Cabaniss that "everything is OK."

a. Chelsea responded that there had been a \"miscommunication between [Nationstar's] Loss Mitigation and HAMP department[s].\"

b. Thereafter, Cabaniss asked Chelsea \"Why am I being held accountable for miscommunication within Nationstar?\"

c. Chelsea responded, "There is no explanation.\"

Posted in NationStar Mortgage | No Comments »

Springtown Texas NationStar Mortgage Complaint

Thursday, April 14th, 2011

Had forclosure set but invoced Chapter 13. I make my Payment every Month on time. Nationstart now is getting relief of stay and is saying that i\'am behind in my Mortgage due to me not paying 2700 a Month. I was never notified of the Change. Never got any Yearly Escrow Statements nor did i ever receive my Closing Paperwork

Posted in NationStar Mortgage | No Comments »

Archive for the 'NationStar Mortgage' Category

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BANNING California NationStar Mortgage Complaint

Monday, March 14th, 2011

OUR MORTGAGOR WAS INITIALLY FLAGSTAR BANK WHEN WE GOT BEHIND THEY REFERRED US TO HAMP. WE BEGIN MAKING PAYMENTS TO HAMP. SOON AFTER OUR MORTGAGE WAS SOLD TO NATIONSTAR. WE BEGAN MAKING PAYMENTS TO NATIONSTAR. IN OCTOBER 2010. IN DECEMBER 2010 THEY RETURNED OUR CHECKED STATING THE AMOUNT WAS INSUFFICIENT TO COVER OUR DEBT AND SOLD OUR HOME ON DECEMBER 31, 2010. THE FIRST NOTICE WE HAD THAT THE HOME WAS SOLD WAS WHEN THE PROPERTY MANAGEMENT COMPANY NOTIFIED US TO GET OUR.

Posted in NationStar Mortgage | No Comments »

EXHIBIT

24

Limiting Abuse and Opportunism by Mortgage Servicers

Kurt Eggert
Chapman University School of Law

Abstract

This article discusses the opportunistic and abusive behavior of some servicers of residential mortgages toward the borrowers whose loans they service. Such abuse includes claiming that borrowers are in default and attempting to foreclose even when payments are current, charging borrowers unwarranted late fees and other kinds of fees, force-placing insurance even when borrowers already have a policy, and mishandling escrow funds.

The causes of such practices and the market forces that can rein them in are discussed. A case study of one mortgage servicer describes its unfair treatment of borrowers and the reforms imposed by federal regulators and other market participants. Both regulatory agencies and ratings agencies appear to have increased their scrutiny of servicers' behavior, and states have passed new legislation to limit abuse. The article concludes with a discussion of proposals for further reform should these steps prove inadequate.

Keywords: Mortgage servicers; Securitization; Subprime and predatory lending

Introduction

Since a growing number of residential loans are packaged and sold on Wall Street, securitization—defined by Shenker and Colletta (1991) as the process of creating liquid, tradable securities by selling interests in a pool of less liquid assets such as residential mortgages—has become an integral part of our mortgage banking system. As securitization increases, so too does the need to protect borrowers whose loans are securitized from opportunism by the commercial participants in the securitization process. This article focuses on

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EXHIBIT

25

2011-05-02-01

The Supreme Court of South Carolina

Re: Mortgage Foreclosure Actions

ADMINISTRATIVE ORDER

On May 22, 2009, I issued an Administrative Order (Order No. 2009-05-22-01) applicable to mortgage foreclosure actions subject to the Home Affordable Modification Program ("HMP") instituted by the United States Treasury Department ("Treasury"). The program applied to residential loans owned, securitized or guaranteed by the Federal National Mortgage Association (Fannie Mae) or the Federal Home Loan Mortgage Corporation (Freddie Mac).

Subsequently, Treasury issued, by directive, additional guidance to servicers for adoption and implementation of the HMP for residential mortgage loans that are not owned, securitized or guaranteed by Fannie Mae or Freddie Mac. However, the HMP is only applicable to such loans if the lender or servicer has agreed to participate in the HMP. Not all lenders or servicers have so agreed.

Since imposition of my prior order, the number of foreclosure actions filed in this State have continued to increase. The trial courts having jurisdiction over such actions have reported to this Court difficulty in making final disposition of these actions as a result of failed or delayed loss mitigation efforts between lender-servicers and mortgagor-debtors. As a result, the number of unresolved foreclosure actions has increased, with a resulting burden on the resources of the Court before which the action is pending.

The courts have reported that these failures are the result of a breakdown of loss mitigation efforts that all parties find to be in their best interests, if possible. The trial courts report that such breakdowns are largely the result of difficulty in communication between lender-servicers and debtors, and the fact that foreclosure actions are proceeding to conclusion without regard to ongoing loss mitigation efforts by the parties.

I further take judicial notice of the actions of courts in other jurisdictions describing a similar breakdown in the efforts of parties to foreclosure actions to reach a resolution of defaults in payment of mortgage loans.

Therefore, based on the foregoing, and in order to insure that eligible homeowners and lender-servicers have been afforded the benefits of loan modification or other loss mitigation where possible, and to insure that the procedures for handling issues relating to such efforts are handled uniformly throughout the State, so that mortgage foreclosure actions are not unnecessarily dismissed, delayed or inappropriately concluded while loan modification or other loss mitigation efforts are being pursued, it is ordered as follows:

A. Definitions:

For the purposes of this administrative order, the following definitions shall apply:

(1) "Mortgagor" shall include every owner, mortgagor, and debtor under the note and mortgage at issue.

(2) "Mortgagee" shall include the owner and holder of the note and mortgage, any party acting on behalf of the owner and holder of the note and mortgage for the purpose of receiving payments, dealing with the mortgagor, or administering the loan evidenced by the note and mortgage, and any party seeking foreclosure of the subject mortgage, or otherwise acting as the agent of the owner and holder of the note in connection with the loan or the foreclosure of the note and mortgage, except for the mortgagee's attorney.

(3) "Owner-Occupied dwelling" is defined as mortgaged real property that is the principal residence of any mortgagor.

(4) "Court" shall include any judicial officer having jurisdiction over the foreclosure action, including any Circuit Court Judge, Master-In-Equity or Special Referee.

(5) "Foreclosure intervention" shall include any policy, process or procedure employed by a Mortgagee for the purpose of seeking a resolution of a foreclosure action by loan modification or other means of loss mitigation.

B. Procedure in Foreclosure Actions:

The terms and conditions of this order shall apply to all mortgage foreclosure proceedings concerning Owner-Occupied dwellings in this State.

(1) Actions pending on May 9, 2011.

In all mortgage foreclosure actions pending on May 9, 2011, before any merits hearing in the case, or if an order of foreclosure has been entered, before any foreclosure sale, the Mortgagee shall, through its attorney of record, file with the court and serve upon every Mortgagor a notice of the Mortgagor's right to foreclosure intervention. All proceedings in the foreclosure action shall be stayed until completion of such foreclosure intervention.

No foreclosure hearing or foreclosure sale may be held in the foreclosure action until the Mortgagee's attorney certifies the following:

(a) that the Mortgagor has been served with a notice of the Mortgagor's right to foreclosure intervention for the purpose of seeking a resolution of the foreclosure action by loan modification or other means of loss mitigation;

(b) that the Mortgagee, or its designated agent, has received and examined all documents and records required to be submitted by the Mortgagor to evaluate eligibility for foreclosure intervention;

(c) that the Mortgagor has been afforded a full and fair opportunity to submit any other information or data pertaining to the Mortgagor's loan or personal circumstances for consideration by the Mortgagee;

(d) that after completion of the foreclosure intervention process, the Mortgagor does not qualify for loan modification or other means of loss mitigation, in accordance with any standards, rules

or guidelines applicable to the mortgage loan, and the parties have been unable to reach any other agreement concerning the foreclosure process; and,

(e) that notice of the denial of loan modification or other means of loss mitigation has been served on the Mortgagor by mailing such notice to all known addresses of the Mortgagor; provided, that such notice shall also state that the Mortgagor has 30 days from the date of mailing of notice of denial of relief to file and serve an answer or other response to the Mortgagee's summons and complaint.

If within thirty days after having been served with notice of the Mortgagor's rights, the Mortgagor has failed, refused, or voluntarily elected not to participate in any foreclosure intervention process, the Mortgagee, through its attorney, shall certify that fact to the Court, and the foreclosure action may proceed.

(2) Actions filed after May 9, 2011.

In all mortgage foreclosure actions filed after May 9, 2011, the Mortgagee's attorney shall serve on the Mortgagor, along with the summons and complaint, a notice of the Mortgagor's right to foreclosure intervention.

No foreclosure hearing may be held in the foreclosure action until the Mortgagee's attorney certifies that the Mortgagee has complied with the requirements of paragraphs B (1) (a) through (e) above.

If within thirty days after having been served with notice of the Mortgagor's rights, the Mortgagor has failed, refused, or voluntarily elected not to participate in any foreclosure intervention process, the Mortgagee, through its attorney, shall certify that fact to the Court, and the foreclosure action may proceed.

C. General Conditions.

Throughout the foreclosure intervention process and the foreclosure action, the Mortgagee shall communicate with and otherwise deal with the Mortgagor through the Mortgagee's attorney, and the Mortgagor shall have the right to deal with the Mortgagee through the Mortgagee's attorney. This includes, without limitation, submission of all required information, negotiations, and consummation of any loan modification or other loss mitigation agreement. If the Mortgagor is represented by an attorney, then the Mortgagee shall communicate with and otherwise deal with the Mortgagor through the Mortgagor's attorney.

No document, statement or evidence of any kind shared, released or exchanged exclusively for purposes of foreclosure intervention pursuant to this order shall be admissible as evidence in any subsequent proceeding. The provisions of Rule 8 of the Court Annexed Alternative Dispute Resolution Rules ("ADR Rules") shall apply to all such documents, statements or evidence, as well as to all discussions, disclosures and negotiations occurring in any foreclosure intervention process.

A Mortgagee's attorney, by proceeding with a foreclosure, represents to the Court that the Mortgagee has fully complied with all provisions of this Order.

In the event that the Mortgagor and Mortgagee agree on any loan modification or other loss mitigation plan ("Agreement"), such Agreement shall be reduced to writing, executed by the Mortgagor and Mortgagee, and served on all parties in the case. Any pending case shall be stayed, and no hearing or foreclosure sale held for 90 days following the entry of any

Agreement, unless the Mortgagor shall not comply with the terms of the Agreement.

Upon any failure by Mortgagor to comply with the terms of the Agreement before the expiration of 90 days from the date of the Agreement, the Mortgagee, through its attorney, shall file and serve on all parties a "Notice of Breach of Agreement". Upon filing and service of such notice, the foreclosure action may proceed in the ordinary course.

If the Mortgagor shall be in compliance with the terms of the Agreement after 90 days, the Mortgagee's attorney shall promptly file a notice of dismissal of the action without prejudice, and the case will be dismissed. Such notice of dismissal shall be served on all parties to the action.

The Court having jurisdiction over the foreclosure action shall hear and determine any dispute concerning any party's compliance with this order, including without limitation, the failure of any party to act in good faith in complying with the terms of this order. In the event the Court determines that any party to the foreclosure action, or their acting agent, has failed to comply with the terms of this order, or has not attempted to reach an agreement for foreclosure intervention in good faith, the Court may, in its discretion, impose such sanctions as it determines to be reasonable and just under the circumstances, including without limitation, the assessment of reasonable attorneys' fees and costs against the culpable party.

The Court having jurisdiction over the action shall have the authority, and may in its discretion, order the parties to submit to mediation. In such event, the mediation shall proceed in accordance with the ADR Rules.

This order remains in effect unless amended or rescinded by the Chief Justice.

IT IS SO ORDERED.

s/Jean H. Toal
Jean H. Toal
Chief Justice of South Carolina

Columbia, South Carolina
May 2, 2011

EXHIBIT

26

STATE OF FLORIDA

BILL McCOLLUM
ATTORNEY GENERAL

October 12, 2010

Mr. Brian Moynihan
President, Chief Executive Officer and Director
Bank of America Corporation
100 N. Tryon Street
Charlotte, NC 28255

Dear Mr. Moynihan:

As Attorney General of the State of Florida, I am writing you to express my concern for Florida's economic future and the credibility of Florida's judicial foreclosure system as a result of the actions of your company – actions that have affected the integrity of title to real property for Florida's homeowners as well as the foreclosure process in Florida.

I was distressed to learn from media reports that your company may have engaged in filing faulty affidavits in foreclosure cases in Florida courts with regard to ownership of promissory notes and affidavits that attested to personal knowledge of facts when, in fact, the affiant had no such personal knowledge. The net effect of these actions, among other things, has been to cast a shadow on the title to these properties which is of such proportions that at least one major title company is now refusing to write title insurance on foreclosed properties. Even more disturbing is that some of these foreclosed properties have already been sold and resold, and now their titles are in question, which may substantially slow the economic recovery for the citizens of Florida.

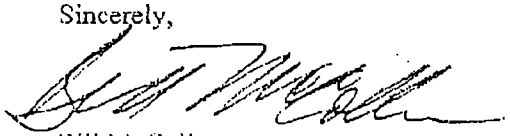
All of this has been compounded by the impact of the recently announced moratoria on foreclosures by several mortgage servicers and the plethora of private litigation that has already commenced. In my view, the moratoria and the private litigation are counterproductive to obtaining the swift solution necessary to address this serious problem facing Florida's already fragile economy.

I am requesting that you come to Tallahassee to meet with me as soon as possible to discuss ways to promptly and effectively redeem the integrity of the foreclosure process and ensure the marketability of real estate titles in Florida. I realize that correcting the

faulty affidavits and reopening many of the foreclosure cases may take many months, even years given the state of our overburdened court system. Florida cannot wait that long to correct the linchpin of our economic recovery – clearing the foreclosure backlog. I look forward to our discussion and trust you will assist us in our efforts to come up with a creative solution to restore Floridians' faith in the judicial foreclosure process as well as maintaining the viability and marketability of real property titles in Florida.

I look forward to meeting with you.

Sincerely,



Bill McCollum

EXHIBIT

27

December 19, 2011

Sent Via U.S. Standard Mail and Facsimile: (803) 734-4286

John T. Smith
Department of Consumer Affairs
3600 Forest Drive, 3rd Floor
P.O. Box 5757
Columbia, South Carolina 29250-5757

RE: Complaint Activity No. 1060983
Consumer: Melissa Marks
Loan No. 596566959

Dear Mr. Smith,

We are in receipt of your supplementary correspondence dated December 1, 2011 regarding Ms. Marks' concerns with her account.

As previously advised, we send our sincerest apology to Ms. Marks for any inconvenience or miscommunication that she may have experienced while working with Nationstar Mortgage LLC ("Nationstar"). However, Nationstar Mortgage does not provide contractual statements or online access to customers that have been involved in bankruptcy unless the debt was reaffirmed. Should Ms. Marks have documentation substantiating that the debt was reaffirmed, she may submit it to our Bankruptcy Department via facsimile at (972) 315-7759.

Since the debt has not been reaffirmed through the Bankruptcy court, Nationstar Mortgage has agreed to send a payment coupon booklet in lieu of contractual statements. Our records indicate Ms. Marks was provided this booklet on November 8, 2011 via standard mail so that she may continue to remit monthly payments.

Please note that in order to comply with current bankruptcy guidelines, we ask that all future correspondence from Ms. Marks be directed as follows:

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

Email: Bankruptcy.Department@Nationstarmail.com
Phone: (800) 776-7751
Fax: (972) 353-6545

At Nationstar, our customers' business and total satisfaction are very important. Should Ms. Marks have any questions regarding the account, our Customer Service Department is available Monday through Thursday, 8:00 a.m. to 8:00 p.m. CDT, and 8:00 a.m. to 5:00 p.m. CDT, on Friday. The toll-free number is 1-888-480-2432.

Sincerely,

Lauren Summerville
Compliance Specialist
Nationstar Mortgage, LLC
350 Highland Drive
Lewisville, TX 75067
Office 469-549-3366
Phone: 972-956-6403
Fax: 972-966-4520
Lauren.Summerville@nationstarmail.com

cc: Ms. Marks

If this debt is in or has been discharged in a bankruptcy proceeding, be advised this communication is not an attempt to collect a debt against you and any information obtained or given will be for informational purposes.

November 8, 2011

Sent Via U.S. Standard Mail and Facsimile (803) 734-1286

John T. Smith
Department of Consumer Affairs
3600 Forest Drive, 3rd Floor
P.O. Box 5757
Columbia, South Carolina 29250-5757

RE: Complaint Activity No. 1060983
Consumer: Melissa Marks
Loan No. 5965666959

Dear Mr. Smith,

We are in receipt of your letter dated October 25, 2011 in which you brought to our attention the above referenced consumer's complaint. We thank you for bringing this matter to our attention and for allowing Nationstar Mortgage the opportunity to research the claims cited and provide a response.

First and foremost, we send our sincerest apology to Ms. Marks for any inconvenience or miscommunication that she may have experienced while working with Nationstar Mortgage LLC ("Nationstar"). It is our goal to provide exceptional service to each customer, and we truly apologize if she has received anything less.

Please be advised Nationstar Mortgage does not provide contractual statements or online access to customers that have been involved in bankruptcy unless the debt was reaffirmed. Should Ms. Marks have documentation substantiating that the debt was reaffirmed, she may submit it to our Bankruptcy Department via facsimile at (972) 315-7759.

Since the debt has not been reaffirmed through the Bankruptcy court, Nationstar Mortgage has agreed to send a payment coupon booklet in lieu of contractual statements. Our records indicate Ms. Marks was provided this booklet on November 8, 2011 via standard mail so that she may continue to remit monthly payments.

Please note that in order to comply with current bankruptcy guidelines, we ask that all future correspondence from Ms. Marks be directed as follows:

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

Email: Bankruptcy.Department@Nationstarmail.com
Phone: (800) 776-7751
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At Nationstar, our customers' business and total satisfaction are very important. Our Customer Service Department is available Monday through Thursday, 8:00 a.m. to 8:00 p.m. CDT, and 8:00 a.m. to 5:00 p.m. CDT, on Friday. The toll-free number is 1-888-480-2432

We thank you for bringing this matter to our attention. We trust that the information provided has satisfied your request. Should you have any questions, please do not hesitate to contact me directly.

Sincerely,

Lauren Summerville
Compliance Specialist
Nationstar Mortgage, LLC.
350 Highland Drive
Lewisville, TX 75067
Office 469-549-1366
Phone: 972-956-6403
Fax: 972-966-4520
Lauren.Summerville@nationstarmail.com

cc: Ms. Marks

If this debt is in or has been discharged in a bankruptcy proceeding, be advised this communication is not an attempt to collect a debt against you and any information obtained or given will be for informational purposes.

LOAN NUMBER	UNPAID PRINCIPAL	PROPERTY ADDRESS:	MAILING ADDRESS
586566959	72,367.18	209 PRESIDENTIAL CT	209 PRESIDENTIAL CT
Borrower 1:	MARISSA MARKS		
Borrower 2:		ROUND O, SC 29474	ROUND O, SC 29474

TRANSACTION NBR	DATE	CODE	DESCRIPTION	AMOUNT	AMOUNT APPLIED TO PRINCIPAL	INTEREST	ESCROW	FEE	PAID	NEXT DUE	AFTER TRANSACTION PRINCIPAL	ESCROW
74	12/14/2011	6031	COUNTY TAX DISBURSED	664.61-	.00	.00	664.61-	.00		1/12	72367.18	.00
73	11/29/2011	6074	BORR PAID MI ADVANCE	55.10-	.00	.00	55.10-	.00		1/12	72367.18	.00
72	11/28/2011	02	PAYMENT	701.09	83.00	422.61	195.46	.00		1/12	72367.18	.00
71	10/27/2011	02	PAYMENT	701.09	82.52	423.11	195.46	.00		12/11	72450.18	748.94
70	10/25/2011	6074	BORR PAID MI ADVANCE	55.10-	.00	.00	55.10-	.00		11/11	72532.70	553.48
69	9/26/2011	6074	BORR PAID MI ADVANCE	55.10-	.00	.00	55.10-	.00		11/11	72532.70	608.58
68	9/24/2011	02	PAYMENT	701.09	82.04	423.59	195.46	.00		11/11	72532.70	663.68
67	9/13/2011	6050	HAZARD SPR DISBURSED	1019.72-	.00	.00	1019.72-	.00		10/11	72614.74	468.22
66	8/25/2011	02	PAYMENT	701.09	81.57	424.06	195.46	.00		10/11	72614.74	1487.94
65	8/25/2011	6074	BORR PAID MI ADVANCE	55.10-	.00	.00	55.10-	.00		9/11	72696.31	1292.48
64	7/27/2011	02	PAYMENT	701.09	81.10	424.53	195.46	.00		9/11	72696.31	1347.58
63	7/27/2011	6074	BORR PAID MI ADVANCE	55.10-	.00	.00	55.10-	.00		8/11	72777.41	1152.12
62	6/26/2011	02	PAYMENT	701.09	80.62	425.01	195.46	.00		8/11	72777.41	1207.22
61	6/24/2011	6074	BORR PAID MI ADVANCE	55.10-	.00	.00	55.10-	.00		7/11	72858.03	1011.76
60	5/23/2011	02	PAYMENT	701.09	80.16	425.47	195.46	.00		7/11	72858.03	1066.86
59	5/24/2011	6074	BORR PAID MI ADVANCE	55.10-	.00	.00	55.10-	.00		6/11	72938.19	871.40
58	4/27/2011	02	PAYMENT	701.09	79.69	426.94	195.46	.00		6/11	72938.19	926.50
57	4/27/2011	6074	BORR PAID MI ADVANCE	55.10-	.00	.00	55.10-	.00		5/11	73017.88	731.04
56	3/26/2011	02	PAYMENT	701.09	79.23	426.40	195.46	.00		5/11	73017.88	786.14
55	3/23/2011	6074	BORR PAID MI ADVANCE	55.10-	.00	.00	55.10-	.00		4/11	73097.11	590.68
54	2/26/2011	02	PAYMENT	721.34	78.77	426.86	215.71	.00		4/11	73097.11	645.78
53	2/22/2011	6074	BORR PAID MI ADVANCE	55.10-	.00	.00	55.10-	.00		3/11	73175.88	430.07
52	1/20/2011	02	PAYMENT	721.34	78.31	427.32	215.71	.00		3/11	73175.88	485.17

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LOAN NUMBER: 1596566959 CONTINUED

TRANSACTION NBR	DATE	CODE	DESCRIPTION	AMOUNT	AMOUNT APPLIED TO PRINCIPAL	INTEREST	ESCROW	FEE	PAID	NEXT DUE	AFTER TRANSACTION PRINCIPAL	ESCROW
51	1/24/2011	6074	BORR PAID MI ADVANCE	55.10-	.00	.00	55.10-	.00		2/11	73254.19	169.46
50	12/30/2010	02	PAYMENT	721.34	77.86	427.77	215.71	.00		2/11	73254.19	324.56
49	12/28/2010	6074	BORR PAID MI ADVANCE	55.10-	.00	.00	55.10-	.00		1/11	73332.05	108.85
48	12/16/2010	6031	COUNTY TAX DISBURSED	664.54-	.00	.00	664.54-	.00		1/11	73332.05	163.95
47	11/24/2010	6074	BORR PAID MI ADVANCE	55.10-	.00	.00	55.10-	.00		1/11	73332.05	828.49
46	11/19/2010	02	PAYMENT	721.34	77.41	428.22	215.71	.00		1/11	73332.05	883.59
45	10/25/2010	6074	BORR PAID MI ADVANCE	55.10-	.00	.00	55.10-	.00		12/10	73409.46	667.88
44	10/22/2010	02	PAYMENT	721.34	76.96	428.67	215.71	.00		12/10	73409.46	722.98
43	9/28/2010	6074	BORR PAID MI ADVANCE	55.10-	.00	.00	55.10-	.00		11/10	73486.42	507.27
42	9/24/2010	02	PAYMENT	721.34	76.51	429.12	215.71	.00		11/10	73486.42	562.37
41	9/13/2010	6050	HAZARD SFR DISBURSED	1019.72-	.00	.00	1019.72-	.00		10/10	73562.93	346.66
40	8/26/2010	6074	BORR PAID MI ADVANCE	55.10-	.00	.00	55.10-	.00		10/10	73562.93	1366.38
39	8/23/2010	02	PAYMENT	721.34	76.07	429.56	215.71	.00		10/10	73562.93	1421.48
38	7/29/2010	02	PAYMENT	721.34	75.63	430.00	215.71	.00		9/10	73639.00	1205.77
37	7/23/2010	6074	BORR PAID MI ADVANCE	55.10-	.00	.00	55.10-	.00		8/10	73714.63	990.06
36	6/28/2010	6074	BORR PAID MI ADVANCE	55.10-	.00	.00	55.10-	.00		8/10	73714.63	1045.16
35	6/17/2010	02	PAYMENT	721.34	75.19	430.44	215.71	.00		8/10	73714.63	1100.26
34	5/25/2010	6074	BORR PAID MI ADVANCE	55.10-	.00	.00	55.10-	.00		7/10	73789.82	884.55
33	5/21/2010	02	PAYMENT	721.34	74.75	430.88	215.71	.00		7/10	73789.82	939.65
32	4/28/2010	6074	BORR PAID MI ADVANCE	55.10-	.00	.00	55.10-	.00		6/10	73864.57	721.94
31	4/23/2010	02	PAYMENT	721.34	74.32	431.31	215.71	.00		6/10	73864.57	779.04
30	3/31/2010	11	PRINCIPAL PAYMENT	25.17	25.17	.00	.00	.00		5/10	73938.89	563.00
29	3/31/2010	2624	SUSPENSE ADJUSTMENT	25.17-	.00	.00	.00	.00		5/10	73964.06	563.00
28	3/29/2010	6074	BORR PAID MI ADVANCE	55.10-	.00	.00	55.10-	.00		5/10	73964.06	563.00
27	3/29/2010	1324	PMT- SUSP	25.17	.00	.00	.00	.00		5/10	73964.06	618.10

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NO. 3792
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LLSUM499A

Nationstar Mortgage LLC
PAYMENT HISTORY TRANSACTION REPORT

PAGE: 3
12/19/11 10:07:50

LOAN NUMBER: 596566959 CONTINUED

TRANSACTION NBR	DATE	CODE	DESCRIPTION	AMOUNT	AMOUNT APPLIED TO PRINCIPAL	INTEREST	ESCROW	FEES	PAID	NEXT DUE	AFTER TRANSACTION PRINCIPAL	ESCROW
26	3/29/2010	02	PAYMENT	721.04	71.04	431.89	215.71	.00		5/10	73964.06	618.43
25	2/26/2010	02	PAYMENT	746.51	73.02	432.31	240.88	.00		4/10	74037.80	402.72
24	2/24/2010	6074	BORR PAID MI ADVANCE	55.10-	.00	.00	55.10-	.00		3/10	74111.12	161.84
23	1/26/2010	1919	RECOVER ESCROW ADVANCE	23.94-	.00	.00	23.94-	.00		3/10	74111.12	216.94
22	1/26/2010	02	PAYMENT	746.51	72.89	432.74	240.88	.00		3/10	74111.12	240.88
21	1/26/2010	6074	BORR PAID MI ADVANCE	55.10-	.00	.00	55.10-	.00		2/10	74184.01	.00
20	1/26/2010	1974	BORR PAID MI ADVANCE	23.94	.00	.00	23.94	.00		2/10	74184.01	55.10
19	12/30/2009	6074	BORR PAID MI ADVANCE	55.10-	.00	.00	55.10-	.00		2/10	74184.01	31.16
18	12/18/2009	1919	RECOVER ESCROW ADVANCE	154.62-	.00	.00	154.62-	.00		2/10	74184.01	86.26
17	12/18/2009	02	PAYMENT	746.51	72.47	433.16	240.88	.00		2/10	74184.01	240.88
16	12/14/2009	6031	COUNTY TAX DISBURSED	686.51-	.00	.00	686.51-	.00		1/10	74256.48	.00
15	12/14/2009	1931	COUNTY TAX ADVANCE	154.62	.00	.00	154.62	.00		1/10	74256.48	686.51
14	12/01/2009	6974	BORR PAID MI ADVANCE	55.10-	.00	.00	55.10-	.00		1/10	74256.48	531.89
13	11/20/2009	02	PAYMENT	746.51	72.05	433.58	240.88	.00		1/10	74256.48	586.99
12	10/23/2009	02	PAYMENT	746.51	71.63	434.00	240.88	.00		12/09	74328.53	346.11
11	10/01/2009	2591	ESCRON NOCASH ADJ	105.23	.00	.00	105.23	.00		11/09	74400.16	105.23
10	10/01/2009	8101	NEW LOAN BALANCE	74400.16-	74400.16-	.00	.00	.00		11/09	74400.16	.00
TOTAL AMOUNTS: CORPORATE ADVANCE TOTALS:					72367.18-	11138.57	2[illegible]7.69					

**** END OF REPORT ****

DEC. 19. 2011 9:48AM

Date DECEMBER 15, 2011 Complaint No. 11-04675-B2

The business you complained against has notified us that the following adjustment has been or is being made:

(a) Account closed and/or balance canceled: _____
(b) Amount of cash refund: _____
(c) Contract canceled: _____
(d) Satisfactory repairs: _____
(e) Merchandise replacement: _____
(f) Other: PLEASE SEE THE ENCLOSED REPLY TO YOUR COMPLAINT.

Unless we hear to the contrary, your file will be closed.
You may call 1-800-922-1594 (In State Only) or 803-734-4200.

JOHN SMITH
Consumer Services Division
SC Department of Consumer Affairs

EXHIBIT

28

EDITION: U.S.
CA Canada US United States UK United Kingdom

- Deficit
- Occupy Wall Street
- Bankruptcy
- Housing Crisis

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November 23, 2011

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L. Randall Wray

Professor of Economics and Research Director of the Center for Full Employment and Price Stability, University of Missouri–Kansas City

Posted: February 16, 2011 03:00 PM
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New York's U.S. Bankruptcy Court Rules MERS's

Business Model Is Illegal

Read More: Mers , MERS Mortgages , Mortgage Crisis , Mortgages , Robo-Signers , Business News

United States Bankruptcy Judge Robert Grossman has ruled that MERS's business practices are unlawful. He explicitly acknowledged that this ruling sets a precedent that has far-reaching implications for half of the mortgages in this country. MERS is dead. The banks are in big trouble. And all foreclosures should be stopped immediately while the legislative branch comes up with a solution.

For some weeks I have been arguing that MERS is perpetrating foreclosure fraud all across the nation. Its business model makes it impossible to legally foreclose on any mortgaged property registered within its system -- which includes half of the outstanding mortgages in the US. MERS was a fraud from day one, whose purpose was to evade property recording fees and to subvert five centuries of property law. Its chickens have come home to roost.

Wall Street wanted to transform America's housing sector into the world's biggest casino and needed to undermine property rights to make it easier to run the scam. The payoffs were bigger for lenders who could induce homeowners to take mortgages they could not possibly afford. The mortgages were packaged into securities sold-on to patsy investors who were defrauded by the "reps and warranties" falsely certifying the securities as backed by top grade loans. In fact the securities were not backed by mortgages, and in any case the mortgages were sure to go bad. Given that homeowners would default, the Wall Street banks that serviced the mortgages needed a foreclosure steamroller to quickly and cheaply throw families out of the homes so that they could be resold to serve as purported collateral for yet more gambling bets. MERS -- the industry's creation -- stepped up to the plate to facilitate the fraud. The judge has ruled that its practices are illegal. MERS and the banks lose; investors and homeowners win.

Here's MERS's business model in brief. Real estate property sales and mortgages are supposed to be recorded in local recording offices, with fees paid. With the rise of securitization, each mortgage might be sold a dozen times before it came to rest as the collateral behind a mortgage backed security (MBS), and each of those sales would need to be recorded. MERS was created to bypass public recording; it would be listed in the county records as the "mortgagee of record" and the "nominee" of the holder of mortgage. Members of MERS could then transfer the mortgage from one to another without all the trouble of changing the local records, simply by (voluntarily) recording transactions on MERS's registry.

A mortgage has two parts, the "note" and the "security" (not to be confused with the MBS) or "deed of trust" that is usually just called the "mortgage". The idea behind MERS was that the "note" would be transferred from seller to purchaser, but the "mortgage" would be held by MERS. In fact, MERS recommended that the "note" be held by the mortgage servicer to facilitate foreclosures, but in practice it seems that the notes were often lost or destroyed (which is why all those Burger King Kids were hired to Robo-sign "lost note affidavits").

At each transfer, the note and mortgage are supposed to be "assigned" to the new owner; MERS claimed that because it was the "mortgagee of record" and the "nominee" of both parties to every transaction, there was no need to assign the "mortgage" until foreclosure. And it argued that since the old adage is that the "mortgage follows the note" and that both parties intended to assign the notes (even if they did not get around to doing it), then the Bankruptcy Court should rule that the assignments did take place in some sort of "virtual reality" so that there is a clear chain of title that allows the servicers to foreclose.

The Judge rejected every aspect of MERS's argument. The Court rejected the claim that MERS could be both holder of the mortgage as well as nominee of the "true" owner. It also found that "mortgagee of record" is a vague term that does not give one legal standing as mortgagee. Hence, at best, MERS is only a nominee. It rejected MERS's claim that as nominee it can assign notes or mortgages – a nominee has limited rights and those most certainly do not include the right to transfer ownership unless there is specific written instruction to do so. In scarcely veiled anger, the Judge wrote:

"According to MERS, the principal/agent relationship among itself and its members is created by the MERS rules of membership and terms and conditions, as well as the Mortgage itself. However, none of the documents expressly creates an agency relationship or even mentions the word "agency." MERS would have this Court cobble together the documents and draw inferences from the words contained in those documents."

Judge Grossman rejected MERS's arguments, saying that mere membership in MERS does not provide "agency" rights to MERS, and agreeing with the Supreme Court of Kansas that ruled "The parties appear to have defined the word [nominee] in much the same way that the blind men of Indian legend described an elephant -- their description depended on which part they were touching at any given time."

He went on to disparage MERS's claim that since in legal theory the "mortgage follows the note", the Court should overlook the fact that MERS separated them. He stopped just short of saying that by separating them, MERS has irretrievably destroyed the clear chain of title, although he hinted that a future ruling could come to that conclusion:

> "MERS argues that notes and mortgages processed through the MERS System are never "separated" because beneficial ownership of the notes and mortgages are always held by the same entity. The Court will not address that issue in this Decision, but leaves open the issue as to whether mortgages processed through the MERS system are properly perfected and valid liens. See Carpenter v. Longan, 83 U.S. at 274 (finding that an assignment of the mortgage without the note is a nullity); Landmark Nat'l Bank v. Kesler, 216 P.3d 158, 166-67 (Kan. 2009) ("[I]n the event that a mortgage loan somehow separates interests of the note and the deed of trust, with the deed of trust lying with some independent entity, the mortgage may become unenforceable")."

That would mean not only the end of MERS, but also the end of the banks holding unenforceable mortgages because they were not, and cannot be, "perfected". MERS and the banks screwed up big time, and there is no "do over" -- there is no valid lien on the property, so owners have got their homes free and clear.

There have been numerous court rulings against MERS -- including decisions made by state supreme courts. What is significant about the US Bankruptcy Court of New York's ruling is that the judge specifically set out to examine the legality of MERS's business model. As the judge argued in the decision, "The Court believes this analysis is necessary for the precedential effect it will have on other cases pending before this Court". In the scathing opinion, Judge Grossman variously labeled MERS's positions as "stunningly inconsistent" with the facts, "absurd, at best", and "not supported by the law". The ruling is a complete repudiation of every argument MERS has made about the legality of its procedures.

What is particularly ironic is that MERS actually forced the judge to undertake the examination of its business model. The case before the judge involved a foreclosed homeowner who had already lost in state court. The homeowner then approached the US Bankruptcy Court to argue that the foreclosing bank did not have legal standing because of MERS's business practices. However, by the "Rooker-Feldman" doctrine (or res judicata), the US Bankruptcy Court is prohibited from "looking behind" the state court's decision to determine the issue of legal standing. Hence, Judge Grossman ruled in the bank's favor on that particular issue.

Yet, MERS's high priced lawyers wanted to push the issue and asked for the Judge to rule in favor of MERS's practices, too. So while MERS won the little battle over one foreclosed home, it lost the war against the nation's homeowners. The Judge ruled against MERS on every single issue of importance. And it was MERS's stupid arrogance that brought it down.

As I predicted two weeks ago, MERS would be dead within weeks. Judge Grossman has driven the final stake through its black heart. The half of America's homeowners whose mortgages are registered at MERS have been handed a "get out of jail free" card. Wall Street has no right to foreclose on their property. The tide has turned. It won't be easy, but homeowners in those states with judicial foreclosures now have Judge Grossman on their side. Those in the other states (just over half) will have a tougher time because they can lose their home before they ever get to court. But the law is still on their side – foreclosure by members of MERS is theft – so class action lawsuits may be the way to go.

MERS is dead, but can the banks survive? There are two separate issues. First, there are the "reps and warranties" given by the mortgage securitizers (Wall Street investment banks) to the investors (pension funds, GSEs, PIMCO, and so on). We now know that a quarter to a third of the mortgages bundled to serve as backing for the securities did not meet stated quality. Worse, we also know that the banks knew this -- they hired third parties to undertake "due diligence" to check quality. This was not done to protect the investors, rather, the purpose was to strengthen the bargaining position of the securitizers, who were able to reduce the prices paid for the mortgages. Now, the investors are suing the banks for restitution—forcing them to cover the losses and buy-back the bad mortgages at original price. To add insult to injury, even the NYFed is suing them. That is a lot like having your parents sue you for their inadequate parental oversight of your behavior.

The second issue is that the mortgages backing the securities were supposed to be placed in Trusts (affiliates of the securitizing banks), with the Trustee certifying not only that the mortgages met the reps and warranties but also that the documents were up to snuff and safely locked away. We know they were not. As mentioned above, MERS told the servicers to hold the notes, and many or most of them were destroyed or lost. Further, the notes were separated from the mortgages -- making them null and void. In any case, they are not at the Trusts. This means the MBSs are not backed by mortgages, meaning the MBSs are unsecured debt. MERS's business model ensures that. So, again, the banks must take back the fraudulent securities -- paying off the investors.

What can Wall Street do? Well, I suppose the "help wanted" signs are already up at MERS and Wall Street banks: "Needed: Burger King Kids to Robo-sign forged quasi-professional-looking docs". The problem is that even with tens of thousands of Robo-Kids, Wall Street will not be able to pull off a vast criminal conspiracy on the necessary scale. Think about it: 60 million mortgages, each sold ten times, means 600 million transactions and assignments that have to be forged. MERS's documentation was notoriously sloppy, relying on voluntary recording by members. The Robo-Kids would have to go back through a decade of records to manufacture a paper trail that would convince now-skeptical judges that there is a clear chain of title from the first recording in the public record through to the foreclosure. It ain't going to happen.

The only other hope is that Wall Street can call in its campaign contribution chips and get Congress to retroactively legalize fraud. That is what they do in those dictatorships that protestors are now bringing down in the Middle East. Is Washington willing to take that risk, just to please its Wall Street benefactors?

The court document is available here. It is terrific reading.

This post originally appeared at Benzinga.

PHOTO GALLERIES

- Students Pepper-Sprayed

- Black Friday Deals

- 13 Job Boosters

UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF NEW YORK

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In re:

Case No. 810-77338-reg

FERREL L. AGARD,

Chapter 7

Debtor.

----------x

MEMORANDUM DECISION

Before the Court is a motion (the "Motion") seeking relief from the automatic stay pursuant to 11 U.S.C. § 362(d)(1) and (2), to foreclose on a secured interest in the Debtor's real property located in Westbury, New York (the "Property"). The movant is Select Portfolio Servicing, Inc. ("Select Portfolio" or "Movant"), as servicer for U.S. Bank National Association, as Trustee for First Franklin Mortgage Loan Trust 2006-FF12, Mortgage Pass-Through Certificates, Series 2006-FF12 ("U.S. Bank"). The Debtor filed limited opposition to the Motion contesting the Movant's standing to seek relief from stay. The Debtor argues that the only interest U.S. Bank holds in the underlying mortgage was received by way of an assignment from the Mortgage Electronic Registration System a/k/a MERS, as a "nominee" for the original lender. The Debtor's argument raises a fundamental question as to whether MERS had the legal authority to assign a valid and enforceable interest in the subject mortgage. Because U.S. Bank's rights can be no greater than the rights as transferred by its assignor – MERS – the Debtor argues that the Movant, acting on behalf of U.S. Bank, has failed to establish that it holds an enforceable right against the Property.[1] The Movant's initial response to the Debtor's opposition was that MERS's authority to assign the mortgage to U.S. Bank is derived from the mortgage itself which allegedly grants to MERS its status as both "nominee" of the mortgagee and "mortgagee of record." The Movant later supplemented its papers taking the position that U.S. Bank is a creditor with standing to seek relief from stay by virtue of a judgment of foreclosure and sale entered in its favor by the state court prior to the filing of the bankruptcy. The Movant argues that the judgment of foreclosure is a final adjudication as to U.S. Bank's status as a secured creditor and therefore the *Rooker-Feldman* doctrine prohibits this Court from looking behind the judgment and questioning whether U.S. Bank has proper standing before this Court by virtue of a valid assignment of the mortgage from MERS.

The Court received extensive briefing and oral argument from MERS, as an intervenor in these proceedings which go beyond the arguments presented by the Movant. In addition to the rights created by the mortgage documents themselves, MERS argues that the terms of its membership agreement with the original lender and its successors in interest, as well as New York state agency laws, give MERS the authority to assign the mortgage. MERS argues that it holds legal title to mortgages for its member/lenders as both "nominee" and "mortgagee of

[1] The Debtor also questions whether Select Portfolio has the authority and the standing to seek relief from the automatic stay. The Movant argues that Select Portfolio has standing to bring the Motion based upon its status as "servicer" of the Mortgage, and attaches an affidavit of a vice president of Select Portfolio attesting to that servicing relationship. Caselaw has established that a mortgage servicer has standing to seek relief from the automatic stay as a party in interest. *See, e.g., Greer v. O'Dell*, 305 F.3d 1297 (11th Cir. 2002); *In re Woodberry*, 383 B.R. 373 (Bankr. D.S.C. 2008). This presumes, however, that the lender for whom the servicer acts validly holds the subject note and mortgage. Thus, this Decision will focus on whether U.S. Bank validly holds the subject note and mortgage.

record." As such, it argues that any member/lender which holds a note secured by real property, that assigns that note to another member by way of entry into the MERS database, need not also assign the mortgage because legal title to the mortgage remains in the name of MERS, as agent for any member/lender which holds the corresponding note. MERS's position is that if a MERS member directs it to provide a written assignment of the mortgage, MERS has the legal authority, as an agent for each of its members, to assign mortgages to the member/lender currently holding the note as reflected in the MERS database.

For the reasons that follow, the Debtor's objection to the Motion is overruled and the Motion is granted. The Debtor's objection is overruled by application of either the *Rooker-Feldman* doctrine, or *res judicata*. Under those doctrines, this Court must accept the state court judgment of foreclosure as evidence of U.S. Bank's status as a creditor secured by the Property. Such status is sufficient to establish the Movant's standing to seek relief from the automatic stay. The Motion is granted on the merits because the Movant has shown, and the Debtor has not disputed, sufficient basis to lift the stay under Section 362(d).

Although the Court is constrained in this case to give full force and effect to the state court judgment of foreclosure, there are numerous other cases before this Court which present identical issues with respect to MERS and in which there have been no prior dispositive state court decisions. This Court has deferred rulings on dozens of other motions for relief from stay pending the resolution of the issue of whether an entity which acquires its interests in a mortgage by way of assignment from MERS, as nominee, is a valid secured creditor with standing to seek relief from the automatic stay. It is for this reason that the Court's decision in this matter will address the issue of whether the Movant has established standing in this case notwithstanding the

existence of the foreclosure judgment. The Court believes this analysis is necessary for the precedential effect it will have on other cases pending before this Court.

The Court recognizes that an adverse ruling regarding MERS's authority to assign mortgages or act on behalf of its member/lenders could have a significant impact on MERS and upon the lenders which do business with MERS throughout the United States. However, the Court must resolve the instant matter by applying the laws as they exist today. It is up to the legislative branch, if it chooses, to amend the current statutes to confer upon MERS the requisite authority to assign mortgages under its current business practices. MERS and its partners made the decision to create and operate under a business model that was designed in large part to avoid the requirements of the traditional mortgage recording process. This Court does not accept the argument that because MERS may be involved with 50% of all residential mortgages in the country, that is reason enough for this Court to turn a blind eye to the fact that this process does not comply with the law.

Facts

Procedural Background

On September 20, 2010, the Debtor filed for relief under Chapter 7 of the Bankruptcy Code. In Schedule A to the petition, the Debtor lists a joint ownership interest in the Property described as follows:

> A "[s]ingle family home owned with son, deed in son's name since 2007; used as primary residence . . .. Debtor was on original deed and is liable on the mortgage, therefore has equitable title. Debtor is in default of the mortgage with a principal balance of over $450,000.00. The house is worth approximately $350,000. A

foreclosure sale was scheduled 9/21/10."

According to Schedule D, the Property is valued at $350,000 and is encumbered by a mortgage in the amount of $536,920.67 held by "SPS Select Portfolio Servicing."

On October 14, 2010, the Movant filed the Motion seeking relief from the automatic stay pursuant to 11 U.S.C. §362(d) to foreclose on the Property. The Motion does not state that a foreclosure proceeding had been commenced or that a judgment of foreclosure was granted prior to the filing of the bankruptcy petition. Nor does it mention that the Debtor holds only equitable title and does not hold legal title to the Property. Instead, Movant alleges that U.S. Bank is the "holder" of the Mortgage; that the last mortgage payment it received from the Debtor was applied to the July, 2008 payment; and that the Debtor has failed to make any post-petition payments to the Movant. Movant also asserts that as of September 24, 2010, the total indebtedness on the Note and Mortgage was $542,902.33 and the Debtor lists the value of the Property at $350,000 in its schedules. On that basis, Movant seeks entry of an order vacating the stay pursuant to 11 U.S.C. § 362(d)(1) and (d)(2).

Annexed to the Motion are copies of the following documents:

- Adjustable Rate Note, dated June 9, 2006, executed by the Debtor as borrower and listing First Franklin a Division of Na. City Bank of In. ("First Franklin") as the lender ("Note");
- Balloon Note Addendum to the Note, dated June 9, 2006;
- Mortgage, dated June 9, 2006 executed by the Debtor and listing First Franklin as lender, and MERS as nominee for First Franklin and First Franklin's successors and assigns ("Mortgage");
- Adjustable Rate and Balloon Rider, dated June 9, 2006;
- Addendum to Promissory Note and Security Agreement executed by the Debtor; and

- Assignment of Mortgage, dated February 1, 2008, listing MERS as nominee for First Franklin as assignor, and the Movant, U.S. Bank National Association, as Trustee for First Franklin Mortgage Loan Trust 2006- FF12, Mortgage Pass-through Certificates, Series 2006-FF12, as assignee ("Assignment of Mortgage").

The Arguments of the Parties

On October 27, 2010, the Debtor filed "limited opposition" to the Motion, alleging that the Movant lacks standing to seek the relief requested because MERS, the purported assignor to the Movant, did not have authority to assign the Mortgage and therefore the Movant cannot establish that it is a bona fide holder of a valid secured interest in the Property.

The Movant responded to the Debtor's limited opposition regarding MERS's authority to assign by referring to the provisions of the Mortgage which purport to create a "nominee" relationship between MERS and First Franklin. In conclusory fashion, the Movant states that it therefore follows that MERS's standing to assign is based upon its nominee status.

On November 15, 2010, a hearing was held and the Court gave both the Debtor and Movant the opportunity to file supplemental briefs on the issues raised by the Debtor's limited opposition.

On December 8, 2010, the Movant filed a memorandum of law in support of the Motion arguing that this Court lacks jurisdiction to adjudicate the issue of whether MERS had authority to assign the Mortgage, and even assuming the Court did have jurisdiction to decide this issue, under New York law the MERS assignment was valid. In support of its jurisdictional argument, the Movant advises the Court (for the first time) that a Judgement of Foreclosure and Sale ("Judgment of Foreclosure") was entered by the state court in favor of the Movant on November 24, 2008, and any judicial review of the Judgment of Foreclosure is barred by the doctrines of

res judicata, *Rooker-Feldman*, and judicial estoppel.[2] The Movant argues that the Debtor had a full and fair opportunity to litigate these issues in state court, but chose to default, and cannot now challenge the state court's adjudication as to the Movant's status as a secured creditor or holder of the Note and Mortgage, or its standing to seek relief from the automatic stay in this Court. The Movant also notes that the Debtor admits in her petition and schedules that she is liable on the Mortgage, that it was in default and the subject of a foreclosure sale, and thus judicial estoppel bars her arguments to the contrary.

In addition to its preclusion arguments, on the underlying merits of its position the Movant cites to caselaw holding that MERS assignments similar to the assignment in this case, are valid and enforceable. *See U.S. Bank, N.A. v. Flynn*, 897 N.Y.S. 2d 855, 858 (N.Y. Sup. Ct. 2010); *Kiah v. Aurora Loan Services, LLC*, 2010 U.S. Dist. LEXIS 121252, at *1 (D. Mass. Nov. 16, 2010); *Perry v. Nat'l Default Servicing Corp.*, 2010 U.S. Dist. LEXIS 92907, at *1 (Dist. N.D. Cal. Aug. 20, 2010). It is the Movant's position that the provisions of the Mortgage grant to MERS the right to assign the Mortgage as "nominee," or agent, on behalf of the lender, First Franklin. Specifically, Movant relies on the recitations of the Mortgage pursuant to which the "Borrower" acknowledges that MERS holds bare legal title to the Mortgage, but has the right "(A) to exercise any or all those rights, including, but not limited to, the right to foreclose and

[2] The Judgment of Foreclosure names the Debtor and an individual, Shelly English, as defendants. Shelly English is the Debtor's daughter-in-law. At a hearing held on December 13, 2010, the Debtor's counsel stated that he "believed" the Debtor transferred title to the Property to her son, Leroy English, in 2007. This is consistent with information provided by the Debtor in her petition and schedules. Leroy English, however, was not named in the foreclosure action. No one in this case has addressed the issue of whether the proper parties were named in the foreclosure action. However, absent an argument to the contrary, this Court can only presume that the Judgment of Foreclosure is a binding final judgment by a court of competent jurisdiction.

sell the Property; and (B) to take any action required of Lender including, but not limited to, releasing and canceling [the Mortgage]." In addition, the Movant argues that MERS's status as a "mortgagee" and thus its authority to assign the Mortgage is supported by the New York Real Property Actions and Proceedings Law ("RPAPL") and New York Real Property Law ("RPL"). Movant cites to RPAPL § 1921-a which allows a "mortgagee" to execute and deliver partial releases of lien, and argues that MERS falls within the definition of "mortgagee" which includes the "current holder of the mortgage of record . . . or . . . their . . . agents, successors or assigns." N.Y. Real Prop. Acts. Law § 1921(9)(a) (McKinney 2011). Although the definition of "mortgagee" cited to by the Movant only applies to RPAPL § 1921, Movant argues that it is a "mortgagee" vested with the authority to execute and deliver a loan payoff statement; execute and deliver a discharge of mortgage and assign a mortgage pursuant to RPL §§ 274 and 275.

In addition to its status as "mortgagee," Movant also argues that the assignment is valid because MERS is an "agent" of each of its member banks under the general laws of agency in New York, *see* N.Y. Gen. Oblig. Law § 5-1501(1) (McKinney 2011),[3] and public policy requires the liberal interpretation and judicial recognition of the principal-agent relationship. *See Arens v. Shainswitt*, 37 A.D.2d 274 (N.Y. App. Div. 1971), *aff'd* 29 N.Y.2d 663 (1971). In the instant case, Movant argues, the Mortgage appoints MERS as "nominee," read "agent," for the original

[3] Movant cites to New York General Obligations Law for the proposition that "an agency agreement may take any form 'desired by the parties concerned.'" The direct quote "desired by the parties concerned" seems to be attributed to the General Obligations Law citation, however, the Court could find no such language in the current version of § 5-1501(1). That provision, rather, defines an agent as "a person granted authority to act as attorney-in-fact for the principal *under a power of attorney*, and includes the original agent and any co-agent or successor agent. Unless the context indicates otherwise, an 'agent' designated in a power of attorney shall mean 'attorney-in-fact' for the purposes of this title. An agent acting under a power of attorney has a fiduciary relationship with the principal." N.Y. Gen. Oblig. Law § 5-1501(1) (McKinney 2011) (emphasis added).

lender and the original lender's successors and assigns. As nominee/agent for the lender, *and* as mortgagee of record, Movant argues MERS had the authority to assign the Mortgage to the Movant, U.S. Bank, "in accordance with the principal's instruction to its nominee MERS, to assign the mortgage lien to U.S. Bank . . . ."

Finally, Movant argues that even absent a legally enforceable assignment of the Mortgage, it is entitled to enforce the lien because U.S. Bank holds the Note. The Movant argues that if it can establish that U.S. Bank is the legal holder the Note, the Mortgage by operation of law passes to the Movant because the Note and the Mortgage are deemed to be inseparable. *See In re Conde-Dedonato*, 391 B.R. 247 (Bankr. E.D.N.Y. 2008). The Movant represents, but has not proven, that U.S. Bank is the rightful holder of the Note, and further argues that the assignment of the Note has to this point not been contested in this proceeding.

MERS moved to intervene in this matter pursuant to Fed. R. Bankr. P. 7024 because:

> 12. The Court's determination of the MERS Issue directly affects the business model of MERS. Additionally, approximately 50% of all consumer mortgages in the United States are held in the name of MERS, as the mortgagee of record.
>
> 13. The Court's determination of the MERS Issue will have a significant impact on MERS as well as the mortgage industry in New York and the United States.
>
> 14. MERS has a direct financial stake in the outcome of this contested matter, and any determination of the MERS Issue has a direct impact on MERS.

(Motion to Intervene, ¶¶12-14).

Permission to intervene was granted at a hearing held on December 13, 2010.

In addition to adopting the arguments asserted by the Movant, MERS strenuously defends its authority to act as mortgagee pursuant to the procedures for processing this and other mortgages under the MERS "system." First, MERS points out that the Mortgage itself

designates MERS as the "nominee" for the original lender, First Franklin, and its successors and assigns. In addition, the lender designates, and the Debtor agrees to recognize, MERS "as the mortgagee of record and as nominee for 'Lender and Lender's successors and assigns'" and as such the Debtor "expressly agreed without qualification that MERS had the right to foreclose upon the premises as well as exercise any and all rights as nominee for the Lender." (MERS Memorandum of Law at 7). These designations as "nominee," and "mortgagee of record," and the Debtor's recognition thereof, it argues, leads to the conclusion that MERS was authorized as a matter of law to assign the Mortgage to U.S. Bank.

Although MERS believes that the mortgage documents alone provide it with authority to effectuate the assignment at issue, they also urge the Court to broaden its analysis and read the documents in the context of the overall "MERS System." According to MERS, each participating bank/lender agrees to be bound by the terms of a membership agreement pursuant to which the member appoints MERS to act as its authorized agent with authority to, among other things, hold legal title to mortgages and as a result, MERS is empowered to execute assignments of mortgage on behalf of all its member banks. In this particular case, MERS maintains that as a member of MERS and pursuant to the MERS membership agreement, the loan originator in this case, First Franklin, appointed MERS "to act as its agent to hold the Mortgage as nominee on First Franklin's behalf, and on behalf of First Franklin's successors and assigns." MERS explains that subsequent to the mortgage's inception, First Franklin assigned the Note to Aurora Bank FSB f/k/a Lehman Brothers Bank ("Aurora"), another MERS member. According to MERS, note assignments among MERS members are tracked via self-effectuated and self-monitored computer entries into the MERS database. As a MERS member, by

operation of the MERS membership rules, Aurora is deemed to have appointed MERS to act as its agent to hold the Mortgage as nominee. Aurora subsequently assigned the Note to U.S. Bank, also a MERS member. By operation of the MERS membership agreement, U.S. Bank is deemed to have appointed MERS to act as its agent to hold the Mortgage as nominee. Then, according to MERS, "U.S. Bank, as the holder of the note, under the MERS Membership Rules, chose to instruct MERS to assign the Mortgage to U.S. Bank prior to commencing the foreclosure proceedings by U.S. Bank." (Affirmation of William C. Hultman, ¶12).

MERS argues that the express terms of the mortgage coupled with the provisions of the MERS membership agreement, is "more than sufficient to create an agency relationship between MERS and lender and the lender's successors in interest" under New York law and as a result establish MERS's authority to assign the Mortgage. (MERS Memorandum of Law at 7).

On December 20, 2010, the Debtor filed supplemental opposition to the Motion. The Debtor argues that the *Rooker-Feldman* doctrine should not preclude judicial review in this case because the Debtor's objection to the Motion raises issues that could not have been raised in the state court foreclosure action, namely the validity of the assignment and standing to lift the stay. The Debtor also argues that the *Rooker-Feldman* doctrine does not apply because the Judgment of Foreclosure was entered by default. Finally, she also argues that the bankruptcy court can review matters "which are void or fraudulent on its face." *See In re Ward*, 423 B.R. 22 (Bankr. E.D.N.Y. 2010). The Debtor says that she is "alleging questionable, even possibly fraudulent conduct by MERS in regards to transferring notes and lifting the stay." (Debtor's Supplemental Opposition at 3).

The Movant filed supplemental papers on December 23, 2010 arguing that the Motion is

moot because the Property is no longer an asset of the estate as a result of the Chapter 7 Trustee's "report of no distribution," and as such, the Section 362(a) automatic stay was dissolved upon the entry of a discharge on December 14, 2010. *See Brooks v. Bank of New York Mellon*, No. DKC 09-1408, 2009 WL 3379928, at *2 (D. Md. Oct. 16, 2009); *Riggs Nat'l Bank of Washington, D.C. v. Perry*, 729 F.2d 982, 986 (4th Cir. 1984).

The Movant also maintains that *Rooker-Feldman does* apply to default judgments because that doctrine does not require that the prior judgment be a judgment "on the merits." *Charchenko v. City of Stillwater*, 47 F.3d 981, 983 n.1 (8th Cir. 1995); *see also Kafele v. Lerner, Sampson & Rothfuss, L.P.A.*, No. 04-3659, 2005 WL 3528921, at *2-3 (6th Cir. Dec. 22, 2005); *In re Dahlgren*, No. 09-18982, 2010 WL 5287400, at *1 (D.N.J. Dec. 17, 2010). The Movant points out that the Debtor seems to be confusing the *Rooker-Feldman* doctrine with issue and claim preclusion and that the Debtor has misapplied Chief Judge Craig's ruling in *In re Ward*.

Discussion

As a threshold matter, this Court will address the Movant's argument that this Motion has been mooted by the entry of the discharge order.

Effect of the Chapter 7 discharge on the automatic stay

Section 362(c) provides that:

> Except as provided in subsections (d), (e), (f), and (h) of this section--
>
> (1) the stay of an act *against property of the estate* under subsection (a) of this section continues until such property is no longer property of the estate;

(2) the stay of *any other act* under subsection (a) of this section continues until the earliest of--

(A) the time the case is closed;

(B) the time the case is dismissed; or

(C) if the case is a case under chapter 7 of this title concerning an individual or a case under chapter 9, 11, 12, or 13 of this title, *the time a discharge is granted or denied*;

11 U.S.C. § 362(c) (emphasis added).

Pursuant to Section 362(c)(1), the automatic stay which protects "property of the estate," as opposed to property of the debtor, continues until the property is no longer property of the estate regardless of the entry of the discharge. The provision of the statute relied upon by the Movant for the proposition that the automatic stay terminates upon the entry of a discharge, relates only to the stay of "any other act under subsection(a)," *i.e.*, an act against property that is *not* property of the estate, *i.e.*, is property "of the debtor." The relationship between property of the estate and property of the debtor is succinctly stated as follows:

> Property of the estate consists of all property of the debtor as of the date of the filing of the petition. 11 U.S.C. § 541. It remains property of the estate until it has been exempted by the debtor under § 522, abandoned by the trustee under § 554(a), or sold by the trustee under § 363. If property of the estate is not claimed exempt, sold, or abandoned by the trustee, it is abandoned to the debtor at the time the case is closed if the property was scheduled under § 521(1). If the property is not scheduled by the debtor and is not otherwise administered, it remains property of the estate even after the case has been closed.
>
> If the property in question is property of the estate, it remains subject to the automatic stay until it becomes property of the debtor and until the earlier of the time the case was closed, the case is dismissed, or a discharge is granted or denied in a chapter 7 case.

In re Pullman, 319 B.R. 443, 445 (Bankr. E.D. Va. 2004).

Movant's position seems to be that the Chapter 7 Trustee's filing of a "report of no distribution," otherwise known as a "no asset report," effectuated an abandonment of the real property at issue in this case, and therefore the Property has reverted back to the Debtor. However, Movant fails to cite the relevant statute. Section 554(c) provides that "[u]nless the court orders otherwise, any property scheduled under section 521(1) of this title not otherwise administered *at the time of the closing* of a case is abandoned to the debtor and administered for purposes of section 350 of this title." 11 U.S.C. § 554(c) (emphasis added); Fed. R. Bankr. P. 6007. Cases interpreting Section 554(c) hold that the filing of a report of no distribution does not effectuate an abandonment of estate property. *See, e.g., In re Israel*, 112 B.R. 481, 482 n.3 (Bankr. D. Conn. 1990) ("The filing of a no-asset report does not close a case and therefore does not constitute an abandonment of property of the estate.") (citing *e.g., Zlogar v. Internal Revenue Serv. (In re Zlogar)*, 101 B.R. 1, 3 n.3 (Bankr. N.D. Ill. 1989); *Schwaber v. Reed (In re Reed)*, 89 B.R. 100, 104 (Bankr. C.D. Cal. 1988); 11 U.S.C. § 554(c)).

Because the real property at issue in this case has not been abandoned it remains property of the estate subject to Section 362(a) unless and until relief is granted under Section 362(d).

***Rooker-Feldman and res judicata*[4]**

The Movant argues that U.S. Bank's status as a secured creditor, which is the basis for its standing in this case, already has been determined by the state court and that determination cannot be revisited here. The Movant relies on both the *Rooker-Feldman* doctrine and *res*

[4] Because the Debtor's objection is overruled under *Rooker-Feldman* and *res judicata*, the Court will not address the merits of the Movant's judicial estoppel arguments.

judicata principles to support this position.

The *Rooker-Feldman* doctrine is derived from two Supreme Court cases, *Rooker v. Fidelity Trust Co.*, 263 U.S. 413 (1923), and *D.C. Court of Appeals v. Feldman*, 460 U.S. 462 (1983), which together stand for the proposition that lower federal courts lack subject matter jurisdiction to sit in direct appellate review of state court judgments. The *Rooker-Feldman* doctrine is a narrow jurisdictional doctrine which is distinct from federal preclusion doctrines. *See McKithen v. Brown*, 481 F.3d 89, 96-97 (2d Cir. 2007) (citing *Exxon Mobil Corp. v. Saudi Basic Indus. Corp.*, 544 U.S. 280, 284 (2005), and *Hoblock v. Albany County Board of Elections*, 422 F.3d 77, 85 (2d Cir. 2005)). In essence, the doctrine bars "cases brought by state-court losers complaining of injuries caused by state-court judgments rendered before the district court proceedings commenced and inviting district court review and rejection of those judgments. *Rooker-Feldman* does not otherwise override or supplant preclusion doctrine or augment the circumscribed doctrines that allow federal courts to stay or dismiss proceedings in deference to state-court actions." *Exxon Mobil*, 544 U.S. at 283.

The Second Circuit has delineated four elements that must be satisfied in order for *Rooker-Feldman* to apply:

> First, the federal-court plaintiff must have lost in state court. Second, the plaintiff must "complain [ ] of injuries caused by [a] state-court judgment[.]" Third, the plaintiff must "invit[e] district court review and rejection of [that] judgment [ ]." Fourth, the state-court judgment must have been "rendered before the district court proceedings commenced"-i.e., *Rooker-Feldman* has no application to federal-court suits proceeding in parallel with ongoing state-court litigation. The first and fourth of these requirements may be loosely termed procedural; the second and third may be termed substantive.

McKithen, 481 F.3d at 97 (internal citation omitted and alteration in original) (quoting *Hoblock*, 422 F.3d at 85).

In a case with facts similar to the instant case, Chief Judge Craig applied the *Rooker-Feldman* doctrine to overrule a debtor's objection to a motion for relief from the automatic stay. *See In re Ward*, 423 B.R. 22 (Bankr. E.D.N.Y. 2010). In *In re Ward*, a foreclosure sale was conducted prior to the filing of the bankruptcy petition. When the successful purchaser sought relief from stay in the bankruptcy case to proceed to evict the debtor, the debtor opposed the motion. The debtor argued that the foreclosure judgment was flawed because "no original note was produced", "the mortgage was rescinded", "the plaintiff in the action doesn't exist" or "was not a proper party to the foreclosure action", and that "everything was done irregularly and underneath [the] table." *In re Ward*, 423 B.R. at 27. Chief Judge Craig overruled the debtor's opposition and found that each of the elements of the *Rooker-Feldman* doctrine were satisfied:

> The *Rooker-Feldman* doctrine applies in this case because the Debtor lost in the state court foreclosure action, the Foreclosure Judgment was rendered before the Debtor commenced this case, and the Debtor seeks this Court's review of the Foreclosure Judgment in the context of her opposition to the Purchaser's motion for relief from the automatic stay. The injury complained of, *i.e.*, the foreclosure sale to the Purchaser, was "caused by" the Foreclosure Judgment because "the foreclosure [sale] would not have occurred but-for" the Foreclosure Judgment. Accordingly, the *Rooker-Feldman* doctrine does not permit this Court to disregard the Foreclosure Judgment.

In re Ward, 423 B.R. at 28 (citations omitted and alteration in original).

In the instant case, the Debtor argues that the *Rooker-Feldman* doctrine does not apply because the Judgment of Foreclosure was entered on default, not on the merits. She also argues that *Rooker-Feldman* should not apply because she is alleging that the Judgment of Foreclosure was procured by fraud in that the MERS system of mortgage assignments was fraudulent in nature or void. However, this Court is not aware of any exception to the *Rooker-Feldman*

doctrine for default judgments, or judgments procured by fraud and the Court will not read those exceptions into the rule. *See Salem v. Paroli*, 260 B.R. 246, 254 (S.D.N.Y. 2001) (applying *Rooker-Feldman* to preclude review of state court default judgment); *see also Lombard v. Lombard*, No. 00-CIV-6703 (SAS), 2001 WL 548725, at *3-4 (S.D.N.Y. May 23, 2001) (applying *Rooker-Feldman* to preclude review of stipulation of settlement executed in connection with state court proceeding even though applicant argued that the stipulation should be declared null and void because he was under duress at the time it was executed).

The Debtor also argues that *Rooker-Feldman* does not apply in this case because she is not asking this Court to set aside the Judgment of Foreclosure, but rather is asking this Court to make a determination as to the Movant's standing to seek relief from stay. The Debtor argues that notwithstanding the *Rooker-Feldman* doctrine, the bankruptcy court must have the ability to determine the standing of the parties before it.

Although the Debtor says she is not seeking affirmative relief from this Court, the net effect of upholding the Debtor's jurisdictional objection in this case would be to deny U.S. Bank rights that were lawfully granted to U.S. Bank by the state court. This would be tantamount to a reversal which is prohibited by *Rooker-Feldman*.

Even if *Rocker-Feldman* were found not to apply to this determination, the Court still would find that the Debtor is precluded from questioning U.S. Bank's standing as a secured creditor under the doctrine of *res judicata*. The state court already has determined that U.S. Bank is a secured creditor with standing to foreclose and this Court cannot alter that determination in order to deny U.S. Bank standing to seek relief from the automatic stay.

The doctrine of *res judicata* is grounded in the Full Faith and Credit Clause of the United

States Constitution. U.S. Const. art. IV, § 1. It prevents a party from re-litigating any issue *or defense* that was decided by a court of competent jurisdiction and which could have been raised or decided in the prior action. *See Burgos v. Hopkins*, 14 F.3d 787, 789 (2d Cir. 1994) (applying New York preclusion rules); *Swiatkowski v. Citibank*, No. 10-CV-114, 2010 WL 3951212, at *14 (E.D.N.Y. Oct. 7, 2010) (citing *Waldman v. Vill. of Kiryas Joel*, 39 F.Supp.2d 370, 377 (S.D.N.Y. 1999)). *Res judicata* applies to judgments that were obtained by default, *see Kelleran v. Andrijevic*, 823 F.2d 692, 694-95 (2d Cir. 1987), but it may not apply if the judgment was obtained by *extrinsic* fraud or collusion. "Extrinsic fraud involves the parties' 'opportunity to have a full and fair hearing,' while intrinsic fraud, on the other hand, involves the 'underlying issue in the original lawsuit.'" *In re Ward*, 423 B.R. at 29. The Debtor's assertions that the MERS system of assignments may have been fraudulent is more appropriately deemed an *intrinsic* fraud argument. The Debtor has not alleged any *extrinsic* fraud in the procurement of the Judgment of Foreclosure which prevented a full and fair hearing before the state court.

As a result, the Court finds that the Judgment of Foreclosure alone is sufficient evidence of the Movant's status as a secured creditor and therefore its standing to seek relief from the automatic stay. On that basis, and because the Movant has established grounds for relief from stay under Section 362(d), the Motion will be granted.

MERS

Because of the broad applicability of the issues raised in this case the Court believes that it is appropriate to set forth its analysis on the issue of whether the Movant, absent the Judgment of Foreclosure, would have standing to bring the instant motion. Specifically MERS's role in

the ownership and transfer of real property notes and mortgages is at issue in dozens of cases before this Court. As a result, the Court has deferred ruling on motions for relief from stay where the movants' standing may be affected by MERS's participation in the transfer of the real property notes and mortgages. In the instant case, the issues were resolved under the *Rooker-Feldman* doctrine and the application of *res judicata*. Most, if not all, of the remainder of the "MERS cases" before the Court cannot be resolved on the same basis. For that reason, and because MERS has intervened in this proceeding arguing that the validity of MERS assignments directly affects its business model and will have a significant impact on the national mortgage industry, this Court will give a reasoned opinion as to the Movant's standing to seek relief from the stay and how that standing is affected by the fact that U.S. Bank acquired its rights in the Mortgage by way of assignment from MERS.

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Standing to seek relief from the automatic stay

The Debtor has challenged the Movant's standing to seek relief from the automatic stay. Standing is a threshold issue for a court to resolve. Section 362(d) states that relief from stay may be granted "[o]n request of a party in interest and after notice and a hearing." 11 U.S.C. § 362(d). The term "party in interest" is not defined in the Bankruptcy Code, however the Court of Appeals for the Second Circuit has stated that "[g]enerally the 'real party in interest' is the one who, under the applicable substantive law, has the legal right which is sought to be enforced or is the party entitled to bring suit." *See Roslyn Savings Bank v. Comcoach (In re Comcoach)*, 698 F.2d 571, 573 (2d Cir. 1983). The legislative history of Section 362 "suggests that, notwithstanding the use of the term 'party in interest', it is only creditors who may obtain relief

from the automatic stay." *Id.* at 573-74. (citing H.R. Rep. No. 95-595, 95th Cong., 1st Sess. 175, reprinted in 1978 U.S.Code Cong. & Ad. News 5787, 6136); *see also Greg Restaurant Equip. And Supplies v. Toar Train P'ship (In re Toar Train P'ship)*, 15 B.R. 401, 402 (Bankr. D. Vt.1981) (finding that a judgment creditor of the debtor was not a "party in interest" because the judgment creditor was not itself a direct creditor of the bankrupt).

Using the standard established by the Second Circuit, this Court must determine whether the Movant is the "one who, under applicable substantive law, has the legal right" to enforce the subject Note and Mortgage, and is therefore a "creditor" of this Debtor. *See In re Toar*, 15 B.R. at 402; *see also In re Mims*, 438 B.R. 52, 55 (Bankr. S.D.N.Y. 2010). The Bankruptcy Code defines a "creditor" as an "entity that has a claim against the debtor that arose at the time of or before the order for relief . . . ." 11 U.S.C. § 101(10). "Claim" is defined as the "right to payment, whether or not such right is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured or unsecured . . . ." 11 U.S.C. § 101(5)(A). In the context of a lift stay motion where the movant is seeking to commence or continue with an action to foreclose a mortgage against real property, the movant must show that it is a "party in interest" by showing that it is a creditor with a security interest in the subject real property. *See Mims*, 438 B.R. at 57 (finding that as movant "failed to prove it owns the Note, it has failed to establish that it has standing to pursue its state law remedies with regard to the Mortgage and Property"). *Cf. Brown Bark I L.P. v. Ebersole (In re Ebersole)*, 440 B.R. 690, 694 (Bankr. W.D. Va. 2010) (finding that movant seeking relief from stay must prove that it is the holder of the subject note in order to establish a 'colorable claim' which would establish standing to seek relief from stay).

Noteholder status

In the Motion, the Movant asserts U.S. Bank's status as the "holder" of the Mortgage. However, in order to have standing to seek relief from stay, Movant, which acts as the representative of U.S. Bank, must show that U.S. Bank holds both the Mortgage and the Note. *Mims*, 438 B.R. at 56. Although the Motion does not explicitly state that U.S. Bank is the holder of the Note, it is implicit in the Motion and the arguments presented by the Movant at the hearing. However, the record demonstrates that the Movant has produced no evidence, documentary or otherwise, that U.S. Bank is the rightful holder of the Note. Movant's reliance on the fact that U.S. Bank's noteholder status has not been challenged thus far does not alter or diminish the Movant's burden to show that it is the holder of the Note as well as the Mortgage.

Under New York law, Movant can prove that U.S. Bank is the holder of the Note by providing the Court with proof of a written assignment of the Note, or by demonstrating that U.S. Bank has physical possession of the Note endorsed over to it. *See, eg., LaSalle Bank N.A. v. Lamy*, 824 N.Y.S.2d 769, 2006 WL 2251721, at *1 (N.Y. Sup. Ct. Aug. 7, 2006). The only written assignment presented to the Court is not an assignment of the Note but rather an "Assignment of Mortgage" which contains a vague reference to the Note. Tagged to the end of the provisions which purport to assign the Mortgage, there is language in the Assignment stating "To Have and to Hold the said Mortgage *and Note*, and also the said property until the said Assignee forever, subject to the terms contained in said Mortgage *and Note*." (Assignment of Mortgage (emphasis added)). Not only is the language vague and insufficient to prove an intent to assign the Note, but MERS is not a party to the Note and the record is barren of any representation that MERS, the purported assignee, had any authority to take any action with

respect to the Note. Therefore, the Court finds that the Assignment of Mortgage is not sufficient to establish an effective assignment of the Note

By MERS's own account, it took no part in the assignment of the Note in this case, but merely provided a database which allowed its members to electronically self-report transfers of the Note. MERS does not confirm that the Note was properly transferred or in fact whether anyone including agents of MERS had or have physical possession of the Note. What remains undisputed is that MERS did not have any rights with respect to the Note and other than as described above, MERS played no role in the transfer of the Note.

Absent a showing of a valid assignment of the Note, Movant can demonstrate that U.S. Bank is the holder of the Note if it can show that U.S. Bank has physical possession of the Note endorsed to its name. *See In re Mims*, 423 B.R. at 56-57. According to the evidence presented in this matter the manner in which the MERS system is structured provides that, "[w]hen the beneficial interest in a loan is sold, the promissory note is [] transferred by an endorsement and delivery from the buyer to the seller [sic], but MERS Members are obligated to update the MERS® System to reflect the change in ownership of the promissory note. . . ." (MERS Supplemental Memorandum of Law at 6). However, there is nothing in the record to prove that the Note in this case was transferred according to the processes described above other than MERS's representation that its computer database reflects that the Note was transferred to U.S. Bank. The Court has no evidentiary basis to find that the Note was endorsed to U.S. Bank or that U.S. Bank has physical possession of the Note. Therefore, the Court finds that Movant has not satisfied its burden of showing that U.S. Bank, the party on whose behalf Movant seeks relief from stay, is the holder of the Note.

Mortgagee status

The Movant's failure to show that U.S. Bank holds the Note should be fatal to the Movant's standing. However, even if the Movant could show that U.S. Bank is the holder of the Note, it still would have to establish that it holds the Mortgage in order to prove that it is a secured creditor with standing to bring this Motion before this Court. The Movant urges the Court to adhere to the adage that a mortgage necessarily follows the same path as the note for which it stands as collateral. *See Wells Fargo Bank, N.A. v. Perry*, 875 N.Y.S.2d 853, 856 (N.Y. Sup. Ct. 2009). In simple terms the Movant relies on the argument that a note and mortgage are inseparable. *See Carpenter v. Longan*, 83 U.S. 271, 274 (1872). While it is generally true that a mortgage travels a parallel path with its corresponding debt obligation, the parties in this case have adopted a process which by its very terms alters this practice where mortgages are held by MERS as "mortgagee of record." By MERS's own account, the Note in this case was transferred among its members, while the Mortgage remained in MERS's name. MERS admits that the very foundation of its business model as described herein requires that the Note and Mortgage travel on divergent paths. Because the Note and Mortgage did not travel together, Movant must prove not only that it is acting on behalf of a valid assignee of the Note, but also that it is acting on behalf of the valid assignee of the Mortgage.[5]

[5] MERS argues that notes and mortgages processed through the MERS System are never "separated" because beneficial ownership of the notes and mortgages are always held by the same entity. The Court will not address that issue in this Decision, but leaves open the issue as to whether mortgages processed through the MERS system are properly perfected and valid liens. *See Carpenter v. Longan*, 83 U.S. at 274 (finding that an assignment of the mortgage without the note is a nullity); *Landmark Nat'l Bank v. Kesler*, 216 P.3d 158, 166-67 (Kan. 2009) ("[I]n the event that a mortgage loan somehow separates interests of the note and the deed of trust, with the deed of trust lying with some independent entity, the mortgage may become unenforceable").

MERS asserts that its right to assign the Mortgage to U.S. Bank in this case, and in what it estimates to be literally millions of other cases, stems from three sources: the Mortgage documents; the MERS membership agreement; and state law. In order to provide some context to this discussion, the Court will begin its analysis with an overview of mortgage and loan processing within the MERS network of lenders as set forth in the record of this case.

In the most common residential lending scenario, there are two parties to a real property mortgage – a mortgagee, *i.e.*, a lender, and a mortgagor, *i.e.*, a borrower. With some nuances and allowances for the needs of modern finance this model has been followed for hundreds of years. The MERS business plan, as envisioned and implemented by lenders and others involved in what has become known as the mortgage finance industry, is based in large part on amending this traditional model and introducing a third party into the equation. MERS is, in fact, neither a borrower nor a lender, but rather purports to be both "mortgagee of record" and a "nominee" for the mortgagee. MERS was created to alleviate problems created by, what was determined by the financial community to be, slow and burdensome recording processes adopted by virtually every state and locality. In effect the MERS system was designed to circumvent these procedures. MERS, as envisioned by its originators, operates as a replacement for our traditional system of public recordation of mortgages.

Caselaw and commentary addressing MERS's role in the mortgage recording and foreclosure process abound. *See* Christopher L. Peterson, *Foreclosure, Subprime Mortgage Lending, and the Mortgage Electronic Registration System*, 78 U. Cin. L. Rev. 1359 (2010). In a 2006 published opinion, the New York Court of Appeals described MERS system as follows:

> In 1993, the MERS system was created by several large participants in the real estate mortgage industry to track ownership interests in residential mortgages.

> Mortgage lenders and other entities, known as MERS members, subscribe to the MERS system and pay annual fees for the electronic processing and tracking of ownership and transfers of mortgages. Members contractually agree to appoint MERS to act as their common agent on all mortgages they register in the MERS system.
>
> The initial MERS mortgage is recorded in the County Clerk's office with 'Mortgage Electronic Registration Systems, Inc.' named as the lender's nominee or mortgagee of record on the instrument. During the lifetime of the mortgage, the beneficial ownership interest or servicing rights may be transferred among MERS members (MERS assignments), but these assignments are not publicly recorded; instead they are tracked electronically in MERS's private system. In the MERS system, the mortgagor is notified of transfers of servicing rights pursuant to the Truth in Lending Act, but not necessarily of assignments of the beneficial interest in the mortgage.

Merscorp, Inc., v. Romaine, 8 N.Y.3d 90 (N.Y. 2006) (footnotes omitted).

In the words of MERS's legal counsel, "[t]he essence of MERS' business is to hold legal title to beneficial interests under mortgages and deeds of trust in the land records. The MERS® System is designed to allow its members, which include originators, lenders, servicers, and investors, to accurately and efficiently track transfers of servicing rights and beneficial ownership." (MERS Memorandum of Law at 5). The MERS® System ". . . eliminate[s] the need for frequent, recorded assignments of subsequent transfers." (MERS Supplemental Memorandum of Law at 4). "Prior to MERS, every time a loan secured by a mortgage was sold, the assignee would need to record the assignment to protect the security interest. If a servicing company serviced the loan and the servicing rights were sold, – an event that could occur multiple times during the life of a single mortgage loan – multiple assignments were recorded to ensure that the proper servicer appeared in the land records in the County Clerk's office." (MERS Supplemental Memorandum of Law at 4-5).

"When the beneficial interest in a loan is sold, the promissory note is still transferred by

an endorsement and delivery from the buyer to the seller, but MERS Members are obligated to update the MERS® System to reflect the change in ownership of the promissory note. . . . So long as the sale of the note involves a MERS Member, MERS remains the named mortgagee of record, and continues to act as the mortgagee, as the nominee for the new beneficial owner of the note (and MERS' Member). The seller of the note does not and need not assign the mortgage because under the terms of that security instrument, MERS remains the holder of title to the mortgage, that is, the mortgagee, as the nominee for the purchaser of the note, who is then the lender's successor and/or assign." (MERS Supplemental Memorandum of Law at 6). "At all times during this process, the original mortgage or an assignment of the mortgage to MERS remains of record in the public land records where the security real estate is located, providing notice of MERS's disclosed role as the agent for the MERS Member lender and the lender's successors and assigns." (Declaration of William C. Hultman, ¶9).

MERS asserts that it has authority to act as agent for each and every MERS member which claims ownership of a note and mortgage registered in its system. This authority is based not in the statutes or caselaw, but rather derives from the terms and conditions of a MERS membership agreement. Those terms and conditions provide that "MERS shall serve as mortgagee of record with respect to all such mortgage loans solely as a nominee, in an administrative capacity, for the beneficial owner or owners thereof from time to time." (Declaration of William C. Hultman, ¶5). MERS "holds the legal title to the mortgage and acts as the agent or nominee for the MERS Member lender, or owner of the mortgage loan." (Declaration of William C. Hultman, ¶6). According to MERS, it is the "intent of the parties . . . for MERS to serve as the *common nominee or agent* for MERS Member lenders and their

successors and assigns." (MERS Supplemental Memorandum of Law at 19) (emphasis added by the Court). "Because MERS holds the mortgage lien for the lender who may freely transfer its interest in the note, without the need for a recorded assignment document in the land records, MERS holds the mortgage lien for *any intended transferee of the note.*" (MERS Supplemental Memorandum of Law at 15) (emphasis added by the Court). If a MERS member subsequently assigns the note to a non-MERS member, or if the MERS member which holds the note decides to foreclose, only then is an assignment of the mortgage from MERS to the noteholder documented and recorded in the public land records where the property is located. (Declaration of William C. Hultman, ¶12).

Before commenting on the legal effect of the MERS membership rules or the alleged "common agency" agreement created among MERS members, the Court will review the relevant portions of the documents presented in this case to evaluate whether the documentation, on its face, is sufficient to prove a valid assignment of the Mortgage to U.S. Bank.

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The Mortgage

First Franklin is the "Lender" named in the Mortgage. With reference to MERS's role in the transaction, the Mortgage states:

> MERS is a separate corporation that is *acting solely as a nominee for Lender and Lender's successors and assigns.* MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679 MERS. **FOR PURPOSES OF RECORDING THIS MORTGAGE, MERS IS THE *MORTGAGEE OF RECORD.***

(Mortgage at 1 (emphasis added by the Court)).

The Mortgage also purports to contain a transfer to MERS of the Borrower's (*i.e.*, the

Debtor's) rights in the subject Property as follows:

> **BORROWER'S TRANSFER TO LENDER OF RIGHTS IN THE PROPERTY**
>
> [The Borrower] mortgage[s], grant[s] and convey[s] the Property to MERS (solely as nominee for Lender and Lender's successors in interest) and its successors in interest subject to the terms of this Security Instrument. This means that, by signing this Security Instrument, [the Borrower is] giving Lender those rights that are stated in this Security Instrument and also those rights that Applicable Law gives to lenders who hold mortgage on real property. [The Borrower is] giving Lender these rights to protect Lender from possible losses that might result if [the Borrower] fail[s] to [comply with certain obligations under the Security Instrument and accompanying Note.]
>
> [The Borrower] understand[s] and agree[s] that MERS holds only legal title to the rights granted by [the Borrower] in this Security Instrument, but, if necessary to comply with law or custom, *MERS (as nominee for Lender and Lenders's successors and assigns) has the right: (A) to exercise any or all those rights, including, but not limited to, the right to foreclose and sell the Property; and (B) to take any action required of Lender including, but not limited to, releasing and canceling this Security Instrument.*
>
> [The Borrower gives] MERS (solely as nominee for Lender and Lender's successors in interest), rights in the Property . . .

(Mortgage at 3) (emphasis added).

The Assignment of Mortgage references the Mortgage and defines the "Assignor" as "'Mers' Mortgage Electronic Registration Systems, Inc., 2150 North First Street, San Jose, California 95131, *as nominee for First Franklin*, a division of National City Bank of IN, 2150 North First Street San Jose, California 95153." (Emphasis added by the Court). The "Assignee" is U.S. Bank.

Premised on the foregoing documentation, MERS argues that it had full authority to validly execute the Assignment of Mortgage to U.S. Bank on February 1, 2008, and that as of the date the foreclosure proceeding was commenced U.S. Bank held both the Note and the Mortgage. However, without more, this Court finds that MERS's "nominee" status and the

rights bestowed upon MERS within the Mortgage itself, are insufficient to empower MERS to effectuate a valid assignment of mortgage.

There are several published New York state trial level decisions holding that the status of "nominee" or "mortgagee of record" bestowed upon MERS in the mortgage documents, by itself, does not empower MERS to effectuate an assignment of the mortgage. These cases hold that MERS may not validly assign a mortgage based on its nominee status, absent some evidence of specific authority to assign the mortgage. *See Bank of New York v. Mulligan*, No. 29399/07, 2010 WL 3339452, at *7 (N.Y. Sup. Ct. Aug. 25, 2010); *One West Bank, F.S.B. v. Drayton*, 910 N.Y.S.2d 857, 871 (N.Y. Sup. Ct. 2010); *Bank of New York v. Alderazi*, 900 N.Y.S.2d 821, 824 (N.Y. Sup. Ct. 2010) (the "party who claims to be the agent of another bears the burden of proving the agency relationship by a preponderance of the evidence"); *HSBC Bank USA v. Yeasmin*, No. 34142/07, 2010 WL 2089273, at *3 (N.Y. Sup. Ct. May 24, 2010); *HSBC Bank USA v. Vasquez*, No. 37410/07, 2009 WL 2581672, at *3 (N.Y. Sup. Ct. Aug. 21, 2010); *LaSalle Bank N.A. v. Lamy*, 824 N.Y.S.2d 769, 2006 WL 2251721, at *2 (N.Y. Sup. Ct. Aug. 7, 2006) ("A nominee of the owner of a note and mortgage may not effectively assign the note and mortgage to another for want of an ownership interest in said note and mortgage by the nominee."). *See also MERS v. Saunders*, 2 A.3d 289, 295 (Me. 2010) ("MERS's only right is to record the mortgage. Its designation as the 'mortgagee of record' in the document does not change or expand that right..."). *But see US Bank, N.A. v. Flynn*, 897 N.Y.S.2d 855 (N.Y. Sup. Ct. 2010) (finding that MERS's "nominee" status and the mortgage documents give MERS authority to assign); *Crum v. LaSalle Bank, N.A.*, No. 2080110, 2009 WL 2986655, at *3 (Ala. Civ. App., Sept. 18, 2009) (finding MERS validly assigned its and the lender's rights to

assignee); *Blau v. America's Servicing Company, et al.*, No. CV-08-773-PHX-MHM, 2009 WL 3174825, at *8 (D. Ariz. Sept. 29, 2009) (finding that assignee of MERS had standing to foreclose).

In *LaSalle Bank, N.A. v. Bouloute*, No. 41583/07, 2010 WL 3359552, at *2 (N.Y. Sup. Aug. 26, 2010), the court analyzed the relationship between MERS and the original lender and concluded that a nominee possesses few or no legally enforceable rights beyond those of a principal whom the nominee serves. The court stated:

> MERS . . . recorded the subject mortgage as "nominee" for FFFC. The word "nominee" is defined as "[a] person designated to act in place of another, usu. in a very limited way" or "[a] party who holds bare legal title for the benefit of others." (Black's Law Dictionary 1076 [8th ed 2004]). "This definition suggests that a nominee possesses few or no legally enforceable rights beyond those of a principal whom the nominee serves." (*Landmark National Bank v. Kesler*, 289 Kan 528, 538 [2009]). The Supreme Court of Kansas, in *Landmark National Bank*, 289 Kan at 539, observed that
>
> > The legal status of a nominee, then, depends on the context of the relationship of the nominee to its principal. Various courts have interpreted the relationship of MERS and the lender as an agency relationship. See *In re Sheridan*, 2009 WL631355, at *4 (Bankr. D. Idaho, March 12, 2009) (MERS "acts not on its own account. Its capacity is representative."); *Mortgage Elec. Registrations Systems, Inc. v. Southwest*, 2009 Ark. 152 ---, 301 SW3d 1, 2009 WL 723182 (March 19, 2009) ("MERS, by the terms of the deed of trust, and its own stated purposes, was the lender's agent"); *La Salle Nat. Bank v. Lamy*, 12 Misc.3d 1191[A], at *2 [Sup Ct, Suffolk County 2006]) ... ("A nominee of the owner of a note and mortgage may not effectively assign the note and mortgage to another for want of an ownership interest in said note and mortgage by the nominee.").

LaSalle Bank, N.A. v. Bouloute, No. 41583/07, 2010 WL 3359552, at *2; *see also Bank of New York v. Alderazi*, 900 N.Y.S.2d 821, 823 (N.Y. Sup. Ct. 2010) (nominee is "'[a] person designated to act in place of another, usually in a very limited way.'") (quoting Black's Law

Dictionary)).

In *LaSalle Bank, N.A. v. Bouloute* the court concluded that MERS must have some evidence of authority to assign the mortgage in order for an assignment of a mortgage by MERS to be effective. Evidence of MERS's authority to assign could be by way of a power of attorney or some other document executed by the original lender. *See Bouloute*, 2010 WL 3359552, at *1; *Alderazi*, 900 N.Y.S.2d at 823 ("'To have a proper assignment of a mortgage by an authorized agent, a power of attorney is necessary to demonstrate how the agent is vested with the authority to assign the mortgage.'") (quoting *HSBC Bank USA, NA v. Yeasmin*, 866 N.Y.S.2d 92 (N.Y. Sup. Ct. 2008)).

Other than naming MERS as "nominee", the Mortgage also provides that the Borrower transfers legal title to the subject property to MERS, as the Lender's nominee, and acknowledges MERS's rights to exercise certain of the Lender's rights under state law. This too, is insufficient to bestow any authority upon MERS to assign the mortgage. In *Bank of New York v. Alderazi*, the court found "[t]he fact that the borrower acknowledged and consented to MERS acting as nominee of the lender has no bearing on what specific powers and authority the lender granted MERS." *Alderazi*, 900 N.Y.S.2d at 824. Even if it did bestow some authority upon MERS, the court in *Alderazi* found that the mortgage did not convey the specific right to assign the mortgage.

The Court agrees with the reasoning and the analysis in *Bouloute* and *Alderazi*, and the other cases cited herein and finds that the Mortgage, by naming MERS a "nominee," and/or "mortgagee of record" did not bestow authority upon MERS to assign the Mortgage.

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The MERS membership rules

According to MERS, in addition to the alleged authority granted to it in the Mortgage itself, the documentation of the Assignment of Mortgage comports with all the legal requirements of agency when read in conjunction with the overall MERS System. MERS's argument requires that this Court disregard the specific words of the Assignment of Mortgage or, at the very least, interpret the Assignment in light of the overall MERS System of tracking the beneficial interests in mortgage securities. MERS urges the Court to look beyond the four corners of the Mortgage and take into consideration the agency relationship created by the agreements entered into by the lenders participating in the MERS System, including their agreement to be bound by the terms and conditions of membership.

MERS has asserted that each of its member/lenders agrees to appoint MERS to act as its agent. In this particular case, the Treasurer of MERS, William C. Hultman, declared under penalty of perjury that "pursuant to the MERS's Rules of Membership, Rule 2, Section 5. . . First Franklin appointed MERS to act as its agent to hold the Mortgage as nominee on First Franklin's behalf, and on behalf of First Franklin's successors and assigns." (Affirmation of William C. Hultman, ¶7). However, Section 5 of Rule 2, which was attached to the Hultman Affirmation as an exhibit, contains no explicit reference to the creation of an agency or nominee relationship. Consistent with this failure to explicitly refer to the creation of an agency agreement, the rules of membership do not grant any clear authority to MERS to take any action with respect to the mortgages held by MERS members, including but not limited to executing assignments. The rules of membership do require that MERS members name MERS as "mortgagee of record" and that MERS appears in the public land records as such. Section 6 of Rule 2 states that "MERS

shall at all times comply with the instructions of the holder of mortgage loan promissory notes," but this does not confer any specific power or authority to MERS.

State law

Under New York agency laws, an agency relationship can be created by a "manifestation of consent by one person to another that the other shall act on his behalf and subject to his control, and the consent by the other to act." *Meisel v. Grunberg*, 651 F.Supp.2d 98, 110 (S.D.N.Y. 2009) (citing *N.Y. Marine & Gen. Ins. Co. v. Tradeline, L.L.C.*, 266 F.3d 112, 122 (2d Cir.2001)).

> 'Such authority to act for a principal may be actual or apparent.' . . . Actual authority arises from a direct manifestation of consent from the principal to the agent. . . . The existence of actual authority 'depends upon the actual interaction between the putative principal and agent, not on any perception a third party may have of the relationship.'

Meisel v. Grunberg, 651 F.Supp.2d at 110 (citations omitted).

Because MERS's members, the beneficial noteholders, purported to bestow upon MERS interests in real property sufficient to authorize the assignments of mortgage, the alleged agency relationship must be committed to writing by application of the statute of frauds. Section 5-703(2) of the New York General Obligations Law states that:

> An estate or interest in real property, other than a lease for a term not exceeding one year, or any trust or power, over or concerning real property, or in any manner relating thereto, cannot be created, granted, assigned, surrendered or declared, unless by act or operation of law, or by a deed or conveyance in writing, subscribed by the person creating, granting, assigning, surrendering or declaring the same, *or by his lawful agent, thereunto authorized by writing.*

See N.Y. Gen. Oblig. Law § 5-703(1) (McKinney 2011); *Republic of Benin v. Mezei*, No. 06 Civ. 870 (JGK), 2010 WL 3564270, at *3 (S.D.N.Y. Sept. 9, 2010); *Urgo v. Patel*, 746 N.Y.S.2d 733

(N.Y. App. Div. 2002) (finding that unwritten apparent authority is insufficient to satisfy the statute of frauds) (citing *Diocese of Buffalo v. McCarthy*, 91 A.D.2d 1210 (4th Dep't. 1983)); *see also* N.Y. Gen. Oblig. Law § 5-1501 (McKinney 2011) ("'agent' means a person granted authority to act as attorney-in-fact for the principal under a power of attorney. . ."). MERS asks this Court to liberally interpret the laws of agency and find that an agency agreement may take any form "desired by the parties concerned." However, this does not free MERS from the constraints of applicable agency laws.

The Court finds that the record of this case is insufficient to prove that an agency relationship exists under the laws of the state of New York between MERS and its members. According to MERS, the principal/agent relationship among itself and its members is created by the MERS rules of membership and terms and conditions, as well as the Mortgage itself. However, none of the documents expressly creates an agency relationship or even mentions the word "agency." MERS would have this Court cobble together the documents and draw inferences from the words contained in those documents. For example, MERS argues that its agent status can be found in the Mortgage which states that MERS is a "nominee" and a "mortgagee of record." However, the fact that MERS is named "nominee" in the Mortgage is not dispositive of the existence of an agency relationship and does not, in and of itself, give MERS any "authority to act." *See Steinbeck v. Steinbeck Heritage Foundation*, No. 09-18360cv, 2010 WL 3995982, at *2 (2d Cir. Oct. 13, 2010) (finding that use of the words "attorney in fact" in documents can constitute evidence of agency but finding that such labels are not dispositive); *MERS v. Saunders*, 2 A.3d 289, 295 (Me. 2010) (designation as the 'mortgagee of record' does not qualify MERS as a "mortgagee"). MERS also relies on its rules of membership as evidence

of the agency relationship. However, the rules lack any specific mention of an agency relationship, and do not bestow upon MERS any authority to act. Rather, the rules are ambiguous as to MERS's authority to take affirmative actions with respect to mortgages registered on its system.

In addition to casting itself as nominee/agent, MERS seems to argue that its role as "mortgagee of record" gives it the rights of a mortgagee in its own right. MERS relies on the definition of "mortgagee" in the New York Real Property Actions and Proceedings Law Section 1921 which states that a "mortgagee" *when used in the context of Section 1921*, means the "current holder of the mortgage of record . . . or their agents, successors or assigns." N.Y. Real Prop. Acts. L. § 1921 (McKinney 2011). The provisions of Section 1921 relate solely to the discharge of mortgages and the Court will not apply that definition beyond the provisions of that section in order to find that MERS is a "mortgagee" with full authority to perform the duties of mortgagee in its own right. Aside from the inappropriate reliance upon the statutory definition of "mortgagee," MERS's position that it can be both the mortgagee and an agent of the mortgagee is absurd, at best.

Adding to this absurdity, it is notable in this case that the Assignment of Mortgage was by MERS, *as nominee for First Franklin*, the original lender. By the Movant's and MERS's own admission, at the time the assignment was effectuated, First Franklin no longer held any interest in the Note. Both the Movant and MERS have represented to the Court that subsequent to the origination of the loan, the Note was assigned, through the MERS tracking system, from First Franklin to Aurora, and then from Aurora to U.S. Bank. Accordingly, at the time that MERS, *as nominee of First Franklin*, assigned the interest in the Mortgage to U.S. Bank, U.S.

Bank allegedly already held the Note and it was at U.S. Bank's direction, not First Franklin's, that the Mortgage was assigned to U.S. Bank. Said another way, when MERS assigned the Mortgage to U.S. Bank on First Franklin's behalf, it took its direction from U.S. Bank, not First Franklin, to provide documentation of an assignment from an entity that no longer had any rights to the Note or the Mortgage. The documentation provided to the Court in this case (and the Court has no reason to believe that any further documentation exists), is stunningly *inconsistent* with what the parties define as the facts of this case.

However, even if MERS had assigned the Mortgage acting on behalf of the entity which held the Note at the time of the assignment, this Court finds that MERS did not have authority, as "nominee" or agent, to assign the Mortgage absent a showing that it was given specific written directions by its principal.

This Court finds that MERS's theory that it can act as a "common agent" for undisclosed principals is not supported by the law. The relationship between MERS and its lenders and its distortion of its alleged "nominee" status was appropriately described by the Supreme Court of Kansas as follows: "The parties appear to have defined the word [nominee] in much the same way that the blind men of Indian legend described an elephant – their description depended on which part they were touching at any given time." *Landmark Nat'l Bank v. Kesler*, 216 P.3d 158, 166-67 (Kan. 2010).

Conclusion

For all of the foregoing reasons, the Court finds that the Motion in this case should be granted. However, in all future cases which involve MERS, the moving party must show that it

validly holds both the mortgage and the underlying note in order to prove standing before this Court.

Dated: Central Islip, New York
February 10, 2011

/s/ Robert E. Grossman
Hon. Robert E. Grossman
United States Bankruptcy Judge

EXHIBIT

29

STATE OF SOUTH CAROLINA
COUNTY OF SUMTER

RECORDED
2006 JAN 20 AM 10: 36
JAMES S. CAMPBELL
CLERK OF COURT
SUMTER COUNTY, S.C.

MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC.

PLAINTIFF

VERSUS:

LEONARD F. GIRDVAINIS, JR., ET. AL.,

DEFENDANTS

IN THE COURT OF COMMON PLEAS
FOR THE THIRD JUDICIAL CIRCUIT
CIVIL ACTION #: 2005-CP-43-0278

CERTIFIED TRUE COPY
OF ORIGINAL FILED
DEPUTY CLERK OF COURT
SUMTER COUNTY
SOUTH CAROLINA

SUPPLEMENTAL ORDER DENYING RULE 59(e) MOTIONS

On October 20, 2005, I issued an order dismissing this action with prejudice. The order was filed on October 21, 2005. On November 7, 2005, the Plaintiff filed a Rule 59(e) motion "to alter or amend [the] Final Order Dismissing Action." I denied the motion in an Order which was filed with the Clerk of this Court on January 11, 2006.

In the meantime counsel for the defendant submitted an Affidavit (copy attached) which he asked that I consider in support of the motion. I have reviewed the affidavit, but I have concluded that the contents are irrelevant and/or of no substantive value, because:

1. Although the assignment to MERS [recorded in volume 852 at page 9] purports to convey the mortgage "together with the note thereby secured," MERS contractual relationship with lenders is such that the lender retains the note, the debt thereby represented, and the right to collect the debt.

   > The Member, at its own expense, shall promptly, or as soon as practicable, cause MERS to appear in the appropriate public records as the mortgagee of record with respect to each mortgage loan that the Member registers on the MERS® System. MERS shall serve as mortgagee of record with respect to all such mortgage loans solely as a nominee, *in an administrative capacity*, for the beneficial owner or owners thereof from time to time. **MERS shall have no rights whatsoever to any payments made on account of such mortgage loans, to any servicing rights related to such mortgage loans, or to any mortgaged properties securing such mortgage loans.**[1]

2. In the Nebraska case, which MERS initiated to avoid having to pay fees levied in that State against mortgage bankers, MERS represented to the Court and/or the Court found:

   > MERS is a private corporation that administers the MERS System, a national electronic registry that tracks the transfer of ownership interests and servicing rights

[1] *Mortgage Electronic Registration Systems, Inc. v. Nebraska Dept. of Banking and Finance*, 270 Neb. 528, 704 N.W.2d 784, 787

PAGE 1 OF 5 PAGES

> in mortgage loans. Through the MERS System, MERS becomes the mortgagee of record for participating members through assignment of the members' interests to MERS. MERS is listed as the grantee in the official records maintained at county register of deeds offices. The lenders retain the promissory notes, as well as the servicing rights to the mortgages. The lenders can then sell these interests to investors without having to record the transaction in the public record. MERS is compensated for its services through fees charged to participating MERS members.
>
> ***
>
> **MERS ... does not own the promissory notes** secured by the mortgages and has no right to payments made on the notes. **MERS explains that it merely "immobilizes the mortgage lien while transfers of the promissory notes and servicing rights continue to occur."**
>
> ***
>
> To execute a MERS Mortgage, the borrower conveys the mortgage to MERS, who is acting as a contractual nominee. MERS becomes the recorded grantee, however, **the lender retains the note and servicing right.** The lender can then sell that note and servicing rights on the market and MERS records each transaction electronically on its files. When the mortgage loan is repaid, MERS, as agent grantor, conveys the property to the borrower. *** MERS does not take applications, underwrite loans, make decisions on whether to extend credit, collect mortgage payments, hold escrows for taxes and insurance, or provide any loan servicing functions whatsoever. MERS merely tracks the ownership of the lien and is paid for its services through membership fees charged to its members
>
> ***
>
> MERS does not acquire "any loan or extension of credit secured by a lien on real property." MERS does not itself extend credit or acquire rights to receive payments on mortgage loans. Rather, the *lenders retain the promissory notes* and servicing rights to the mortgage, while **MERS acquires legal title to the mortgage *for recordation purposes*. MERS serves as legal title holder *in a nominee capacity***, permitting lenders to sell their interests in the notes and servicing rights to investors without recording each transaction. But, simply stated, ***MERS HAS NO INDEPENDENT RIGHT TO COLLECT ON ANY DEBT BECAUSE MERS ITSELF HAS NOT EXTENDED CREDIT, AND NONE OF THE MORTGAGE DEBTORS OWE MERS ANY MONEY.***

3. Since MERS initiated the Nebraska litigation and prevailed in it, it is judicially estopped to disavow the positions it advanced during the litigation process there or to avoid the findings and conclusions articulated by the Nebraska Court.[2]

4. The affiant's representation that Guaranty assigned the note and mortgage to MERS **"for valuable consideration"** is diametrically opposed to the way MERS operates, as described in the Nebraska case. As evidenced by the text of the Nebraska decision, MERS does not acquire the notes or the debts thereby represented for or without consideration. It has neither the right nor the obligation to service the debts represented by the notes and/or secured by the mortgages. As its sole source of revenue "MERS is compensated for its services through fees charged to participating MERS members."[3]

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[2] *State v. McCall*, 364 S.C. 205, 612 S.E.2d 463, (S.C.App.,2005); *Hawkins v. Bruno Yacht Sales, Inc.* 353 S.C. 31, 577 S.E.2d 202 (S.C.,2003).

[3] *Mortgage Electronic Registration Systems, Inc. v. Nebraska Dept. of Banking and Finance*, 270 Neb. 529, 704 N.W.2d 784, 786.

5. Furthermore, the principal/agent (nominee) relationship between its members and MERS is such that the "close-connectedness doctrine" would prevent MERS from qualifying as a holder in a due course without notice, even if it did acquire some ownership interest in the debt.[4]

6. Although there is implicit in the affidavit a suggestion that the process through which MERS "acquires" a mortgage qualifies it as a holder in due course and protects it from defects in transactions which preceded the acquisition, the affiant does not state whether MERS even sees (much less examines for impropriety) the mortgage, the note, or any of the loan documents. However, the MERS method of operation, as reported in its contracts with its "members" and as found by the Nebraska Court, would indicate that it doesn't. Certainly, there is no reason for it to do so, since it has nothing invested in the transaction and will receive payment from its members irrespective of any defect in the transaction. Consequently, any implication to the contrary in the affidavit would be disingenuous, if not an outright misrepresentation.

AND IT IS SO ORDERED: JANUARY 19, 2006

Lawrence S. Evans, Jr.
MASTER IN EQUITY

[4] *Midfirst Bank, SSB v. C.W. Haynes & Co., Inc.* 893 F.Supp. 1304 (1994), "1318 -1319 (D.S.C.,1994: "A transferee does not take an instrument in good faith when the transferee is so closely connected with the transferor that the transferee may be charged with knowledge of an infirmity in the underlying transaction."

EXHIBIT

30

FOR LEGAL PROFESSIONALS

Supreme Court of Kansas.

LANDMARK NATIONAL BANK v. KESLER

LANDMARK NATIONAL BANK, Plaintiff/Appellee, v. Boyd A. KESLER Appellee/Cross-appellant Millennia Mortgage Corporation, Defendant, (Mortgage Electronic Registration Systems, Inc. and Sovereign Bank), Appellants/Cross-appellees, Dennis Bristow and Tony Woydziak, Intervenors/Appellees.

No. 98,489.

– August 28, 2009

Tyson C. Langhofer and Court T. Kennedy, of Stinson Morrison Hecker, L.L.P., of Wichita, for appellants/cross-appellees.Ted E. Knopp, of Ted E. Knopp, Chartered, of Wichita, for appellee Boyd A. Kesler.David A. Schatz, of Husch Blackwell Sanders L.L.P., of Kansas City, Missouri, for amicus curiae American Land Title Association.

Mortgage Electronic Registration Systems, Inc. (MERS) and Sovereign Bank seek review of an opinion by our Court of Appeals holding that a nonlender is not a contingently necessary party in a mortgage foreclosure action and that due process does not require that a nonlender be allowed to intervene in a mortgage foreclosure action.

The facts underlying this appeal are not in dispute. On March 19, 2004, Boyd Kesler secured a loan of $50,000 from Landmark National Bank (Landmark) with a mortgage registered in Ford County, Kansas. On March 15, 2005, he secured an additional loan of $93,100 from Millennia Mortgage Corp. (Millennia) through a second mortgage registered in Ford County. Both mortgages were secured by the same real property located in Ford County.

The second mortgage lies at the core of this appeal. That mortgage document stated that the mortgage was made between Kesler-the "Mortgagor" and "Borrower"-and MERS, which was acting "solely as nominee for Lender, as hereinafter defined, and Lender's successors and assigns." The document then identified Millennia as the "Lender." At some subsequent time, the mortgage may have been assigned to Sovereign and Sovereign may have taken physical possession of the note, but that assignment was not registered in Ford County.

On April 13, 2006, Kesler filed for bankruptcy in the United States Bankruptcy Court for the District of Kansas, Wichita Division. He named Sovereign as a creditor, although he claimed the secured property as exempt, he filed an intention to surrender the property. The bankruptcy court discharged his personal liability on November 16, 2006. The record contains little documentation or evidence explaining the interplay of the bankruptcy and the foreclosure action, except to suggest that the bankruptcy action may have given Sovereign constructive notice of a possible default on payments.

On July 27, 2006, Landmark filed a petition to foreclose on its mortgage, serving and naming as defendants Kesler and Millennia. It did not serve notice of the litigation on MERS or Sovereign. In the absence of answers from either defendant, the trial court entered default judgment against Kesler and Millennia on September 6, 2006. The trial court then filed an order of sale on September 29, 2006. Notice of the sale was initially published in the Dodge City Daily Globe on October 4, 2006. On October 26, 2006, Dennis Bristow and Tony Woydziak purchased the secured property at a sheriff's sale for $87,000, and on November 14, 2006, Landmark filed a motion to confirm sale of the secured property.

Also on November 14, 2006, Sovereign filed an answer to the foreclosure petition, asserting an interest in the real property as the successor in interest to Millennia's second mortgage. A week later, on November 21, 2006, Sovereign filed a motion to set aside or vacate the default judgment and an objection to confirmation of sale. The motion asserted that MERS was a K.S.A. 60-219(a) contingently necessary party and, because Landmark failed to name MERS as a defendant, Sovereign did not receive notice of the proceedings. The motion asked the court to vacate the default judgment under K.S.A. 60-260(b). The motion further asked the court to set aside the surplus from the sale, holding it to later to be paid to Sovereign if the court elected not to grant the motion to vacate.

On November 27, 2006, Kesler filed a motion seeking distribution of surplus funds from the sheriff's sale, and on January 3, 2007, Kesler filed a motion joining Landmark's earlier motion to confirm the sheriff's sale. The trial court conducted a hearing on the various motions on January 8, 2007, at which counsel for Landmark, Kesler, Sovereign, and Bristow appeared and presented their cases. The trial court deferred judgment pending review of the pleadings.

On January 16, 2007, MERS filed a motion joining Sovereign's motion to vacate the journal entry of default judgment and objecting to confirmation of the sheriff's sale, followed on January 18, 2007, by a motion to intervene under K.S.A. 60-224. MERS proffered an answer and a cross-claim to the original foreclosure petition.

On that same date, the trial court filed an order finding that MERS was not a real party in interest and Landmark was not required to name it as a party to the foreclosure action. The court found that MERS served only as an agent or representative for Millennia. The court also found that Sovereign's failure to register its interest with the Ford County Register of Deeds precluded it from asserting rights to the mortgage after judgment had been entered. The court denied the motions to set aside judgment and to intervene and granted the motions to confirm the sale and to distribute the surplus.

On February 1, 2007, MERS and Sovereign filed motions to reconsider. The trial court conducted a hearing on those motions, at which counsel for Kesler, Sovereign, and MERS appeared and argued. The trial court subsequently entered an order denying the motions to reconsider. MERS and Sovereign filed timely notices of appeal.

Prior to the appellants submitting their briefs, the purchasers Bristow and Woydziak filed a motion with the Court of Appeals seeking leave to intervene in the appeal. The Court of Appeals granted the motion. Bristow and Woydziak then filed a motion to compel the office of the Clerk of the Appellate Courts to docket their cross-appeal, which the Court of Appeals denied. The Court of Appeals affirmed the district court in Landmark National Bank v. Kesler, 40 Kan.App.2d 325, 192 P.3d 177 (2008). This court granted the appellants' petition for review.

I. Did The District Court Abuse Its Discretion In Denying MERS's Motion To Set Aside Default Judgment And Motion To Intervene As A Contingently Necessary Party?

A. Standard of Review

Denial of a motion to set aside a default judgment is subject to review under a standard of abuse of discretion. See Canaan v. Bartee, 272 Kan. 720, Syl. ¶ 9, 35 P.3d 841 (2001). A district court decision that denies a motion to join a party as a necessary party under K.S.A. 60-219(a) is also subject to an abuse of discretion standard of review. State ex rel. Graeber v. Marion County Landfill, Inc., 276 Kan. 328, 352, 76 P.3d 1000 (2003). Whether the evidence demonstrates that the statutory requirements for joinder have been met is a mixed question of fact and law. When reviewing a mixed question of fact and law, an appellate court reviews the district court's factual findings for substantial competent evidence and reviews de novo the district court's legal conclusions. State v. Fisher, 283 Kan. 272, 286, 154 P.3d 455 (2007).

Intervention as a matter of right is subject to the same mixed determination of law and fact as is joinder. K.S.A. 60-224(a). Permissive intervention lies within the discretion of the district court. K.S.A. 60-224(b); see Stringfellow v. Concerned Neighbors in Action, 480 U.S. 370, 382 n. 1, 107 S.Ct. 1177, 94 L.Ed.2d 389 (1987) (Brennan, J., concurring) (discussing the different standards applied to Federal Rule of Civil Procedure 24[a] and [b]).

Judicial discretion is abused when no reasonable person would take the view adopted by the trial court. Harsch v. Miller, 288 Kan. 280, 293, 200 P.3d 467 (2009). Review for abuse of discretion includes review to determine whether erroneous legal conclusions guided the exercise of discretion. State v. Skolaut, 286 Kan. 219, Syl. ¶ 3, 182 P.3d 1231 (2008).

To the extent that this appeal requires interpretation of statutory mandates, this court exercises unlimited review. See Genesis Health Club, Inc. v. City of Wichita, 285 Kan. 1021, 1031, 181 P.3d 549 (2008).

B. Analysis

While this is a matter of first impression in Kansas, other jurisdictions have issued opinions on similar and related issues, and, while we do not consider those opinions binding in the current litigation, we find them to be useful guideposts in our analysis of the issues before us.

At the heart of this issue is whether the district court abused its discretion in refusing to set aside the default judgment and in refusing to join MERS as a contingently necessary party.

The statutory provision for setting aside a default judgment is K.S.A. 60-255(b), which refers to K.S.A. 60-260(b), relating to relief from judgment, in a manner similar to the correlation between the corresponding federal rules, Fed. R. Civ. Proc. 55(c) and 60(b). K.S.A. 60-260(b) allows relief from a judgment based on mistake, inadvertence, surprise, or excusable neglect; newly discovered evidence that could not have been timely discovered with due diligence; fraud or misrepresentation; a void judgment; a judgment that has been satisfied, released, discharged, or is no longer equitable; or any other reason justifying relief from the operation of the judgment. K.S.A. 60-260(b) requires that the motion be made by a party or by a representative who is in privity with a party, thus precluding a nonparty of standing to file such a motion. K.S.A. 60-255(b) does not, however, require that the movant be a party to the action. See 11 Wright, Miller & Kane, Federal Practice & Procedure: Civil 2d § 2865 (1995).

It is appropriate-and probably necessary-for a trial court to consider evidence beyond the bare pleadings to determine whether it should set aside a default judgment. In a motion to set aside default, a trial court should consider a variety of factors to determine whether the defendant (or would-be defendant) had a meritorious defense, and the burden of establishing a meritorious defense rests with the moving party. See Canaan v. Bartee, 272 Kan. 720, 731, 35 P.3d 841 (2001).

This conclusion is consistent with the construction of the parallel federal rules:

"Generally, a federal court will grant a motion under Rule 55(c) only after some showing is made that if relief is granted the outcome of the suit may be different than if the entry of default or the default judgment is allowed to stand; the showing should underscore the potential injustice of allowing the case to be disposed of by default. In most cases, therefore, the court will require the party in default to demonstrate a meritorious defense to the action as a prerequisite to vacating the default entry or judgment. .

"A majority of the courts . have insisted upon a presentation of some factual basis for the supposedly meritorious defense.

"The demonstration of a meritorious defense is not expressly called for by the federal rules and, therefore, the nature and extent of the showing that will be necessary is a matter that lies within the court's discretion. . The underlying concern is to determine whether there is some possibility that the outcome of the suit after a full trial will be contrary to the result achieved by the default." (Emphasis added.) 10A Wright, Miller & Kane, Federal Practice & Procedure: Civil 3d § 2697 (1998).

We accordingly find that it was incumbent on the trial court, when ruling on the motion to set aside default judgment, to consider whether MERS would have had a meritorious defense if it had been named as a defendant and whether there was some reasonable possibility MERS would have enjoyed a different outcome from the trial if its participation had precluded default judgment.

In determining whether MERS was a contingently necessary party that was entitled to relief from judgment, the trial court was required to consider the factors of K.S.A. 60-219(a) in addition to those of K.S.A. 60-260(b).

K.S.A. 60-219(a) defines which parties are to be joined in an action as necessary for just adjudication:

"A person is contingently necessary if (1) complete relief cannot be accorded in his absence among those already parties, or (2) he claims an interest relating to the property or transaction which is the subject of the action and he is so situated that the disposition of the action in his absence may (i) as a practical matter substantially impair or impede his ability to protect that interest or (ii) leave any of the persons already parties subject to a substantial risk of incurring double, multiple, or otherwise inconsistent obligations by reason of his claimed interest."

The law relating to a contingently necessary party closely resembles the law relating to vacating a default judgment, in that both require the party asserting the interest to demonstrate a meritorious defense or an interest that may be impaired. In order to prevail on appeal, MERS must demonstrate that the trial court abused its discretion when it found, based on the testimony, evidence, and pleadings before the court at the time when it considered the motion to set

aside default judgment, that MERS lacked a meritorious defense to the foreclosure proceeding or had an interest that could be impaired. We will accordingly examine the nature of the interest in the mortgage that MERS has demonstrated.

Sovereign is a financial institution that putatively purchased the Kesler mortgage from Millennia but did not register the transaction in Ford County. The relationship of MERS to the transaction is not subject to an easy description. One court has described MERS as follows:

"MERS is a private corporation that administers the MERS System, a national electronic registry that tracks the transfer of ownership interests and servicing rights in mortgage loans. Through the MERS System, MERS becomes the mortgagee of record for participating members through assignment of the members' interests to MERS. MERS is listed as the grantee in the official records maintained at county register of deeds offices. The lenders retain the promissory notes, as well as the servicing rights to the mortgages. The lenders can then sell these interests to investors without having to record the transaction in the public record. MERS is compensated for its services through fees charged to participating MERS members." Mortgage Elec. Reg. Sys., Inc. v. Nebraska Depart. of Banking, 270 Neb. 529, 530, 704 N.W.2d 784 (2005).

The second mortgage designated the relationships of Kesler, MERS, and Millennia and established payment and notice obligations. That document purported to define the role played by MERS in the transaction and the contractual rights of the parties.

The document began by identifying the parties:

"THIS MORTGAGE is made this 15th day of March 2005, between the Mortgagor, BOYD A. KESLER, (herein 'Borrower'), and the Mortgagee, Mortgage Electronic Registration Systems, Inc. ('MERS'), (solely as nominee for Lender, as hereinafter defined, and Lender's successors and assigns). MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS. MILLENNIA MORTGAGE CORP., A CALIFORNIA CORPORATION is organized and existing under the laws of CALIFORNIA and has an address of 23046 AVENIDA DE LA CARLOTA # 100, LAGUNA HILLS, CALIFORNIA 92653 (herein 'Lender')."

The third paragraph of the first page of the mortgage document conveyed a security interest in real estate:

"TO SECURE to Lender the repayment of the indebtedness evidenced by the Note, with interest thereon; the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage; and the performance of the covenants and agreements of Borrower herein contained, Borrower does hereby mortgage, grant and convey to MERS (solely as nominee for Lender and Lender's successors and assigns) and to the successors and assigns of MERS the following described property located in the County of FORD, State of Kansas."

The first paragraph of the second page of the mortgage document contains the following language that apparently both limits and expands MERS's rights:

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

Paragraph 7 of the mortgage document provides the lender with the right to protect the security:

"If Borrower fails to perform the covenants and agreements contained in this Mortgage, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, then Lender, at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums, including reasonable attorneys' fees, and take such action as is necessary to protect Lender's interest."

Paragraph 9 of the mortgage document provides the lender with rights in the event of a condemnation:

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

Paragraph 12 of the mortgage document addresses notice:

"Notice. Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower provided for in this Mortgage shall be given by delivering it or by mailing such notice by certified mail addressed to Borrower at the Property Address or at such other address as Borrower may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be given by certified mail to Lender's address stated herein or to such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Mortgage shall be deemed to have been given to Borrower or Lender when given in the manner designated herein." (Emphasis added.)

The signature page of the mortgage document contains language relating to notice in the event of default:

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

The mortgage instrument states that MERS functions "solely as nominee" for the lender and lender's successors and assigns. The word "nominee" is defined nowhere in the mortgage document, and the functional relationship between MERS and the lender is likewise not defined. In the absence of a contractual definition, the parties leave the definition to judicial interpretation.

What meaning is this court to attach to MERS's designation as nominee for Millennia? The parties appear to have defined the word in much the same way that the blind men of Indian legend described an elephant-their description depended on which part they were touching at any given time. Counsel for Sovereign stated to the trial court that MERS holds the mortgage "in street name, if you will, and our client the bank and other banks transfer these mortgages and rely on MERS to provide them with notice of foreclosures and what not." He later stated that the nominee "is the mortgagee and is holding that mortgage for somebody else." At another time he declared on the record that the nominee

"is more like a trustee or more like a corporation, a trustee that has multiple beneficiaries. Now a nominee's relationship is not a trust but if you have multiple beneficiaries you don't serve one of the beneficiaries you serve the trustee of the trust. You serve the agent of the corporation."

Counsel for the auction property purchasers stated that a nominee is "one designated to act for another as his representative in a rather limited sense." He later deemed a nominee to be "like a power of attorney."

Black's Law Dictionary defines a nominee as "[a] person designated to act in place of another, usu. in a very limited way" and as "[a] party who holds bare legal title for the benefit of others or who receives and distributes funds for the benefit of others." Black's Law Dictionary 1076 (8th ed.2004). This definition suggests that a nominee possesses few or no legally enforceable rights beyond those of a principal whom the nominee serves.

In its opinion below, the Court of Appeals cited Thompson v. Meyers, 211 Kan. 26, 30, 505 P.2d 680 (1973), which provides the only discussion in Kansas of the legal significance of a nominee:

"In common parlance the word 'nominee' has more than one meaning. Much depends on the frame of reference in which it is used. In Webster's Third New International Dictionary, unabridged, one of the definitions given is 'a person named as the recipient in an annuity or grant.' We view a 'nominee', as the term was used by the parties here, not simply in the sense of a straw man or limited agent ., but in the larger sense of a person designated by them to purchase the real estate, who would possess all the rights given a buyer."

The legal status of a nominee, then, depends on the context of the relationship of the nominee to its principal. Various courts have interpreted the relationship of MERS and the lender as an agency relationship. See In re Sheridan, 2009 WL 631355, at *4 (Bankr.D.Idaho March 12, 2009) (MERS "acts not on its own account. Its capacity is representative."); Mortgage Elec. Registration System, Inc. v. Southwest, 2009 Ark. 152, ----, --- S.W.3d ---, 2009 WL 723182 (March 19, 2009) ("MERS, by the terms of the deed of trust, and its own stated purposes, was the lender's agent"); LaSalle Bank Nat. Ass'n v. Lamy, 12 Misc.3d 1191, 824 N.Y.S.2d 769, 2006 WL 2251721, at *2 (Sup.2006) (unpublished opinion) ("A nominee of the owner of a note and mortgage may not effectively assign the note and mortgage to another for want of an ownership interest in said note and mortgage by the nominee.")

The relationship that MERS has to Sovereign is more akin to that of a straw man than to a party possessing all the rights given a buyer. A mortgagee and a lender have intertwined rights that defy a clear separation of interests, especially when such a purported separation relies on ambiguous contractual language. The law generally understands that a mortgagee is not distinct from a lender: a mortgagee is "[o]ne to whom property is mortgaged; the mortgage creditor, or lender." Black's Law Dictionary 1034 (8th ed.2004). By statute, assignment of the mortgage carries with it the assignment of the debt. K.S.A. 58-2323. Although MERS asserts that, under some situations, the mortgage document purports to give it the same rights as the lender, the document consistently refers only to rights of the lender, including rights to receive notice of litigation, to collect payments, and to enforce the debt obligation. The document consistently limits MERS to acting "solely" as the nominee of the lender.

Indeed, in the event that a mortgage loan somehow separates interests of the note and the deed of trust, with the deed of trust lying with some independent entity, the mortgage may become unenforceable.

"The practical effect of splitting the deed of trust from the promissory note is to make it impossible for the holder of the note to foreclose, unless the holder of the deed of trust is the agent of the holder of the note. [Citation omitted.] Without the agency relationship, the person holding only the note lacks the power to foreclose in the event of default. The person holding only the deed of trust will never experience default because only the holder of the note is entitled to payment of the underlying obligation. [Citation omitted.] The mortgage loan becomes ineffectual when the note holder did not also hold the deed of trust." Bellistri v. Ocwen Loan Servicing, LLC, 284 S.W.3d 619, 623 (Mo.App.2009).

The Missouri court found that, because MERS was not the original holder of the promissory note and because the record contained no evidence that the original holder of the note authorized MERS to transfer the note, the language of the assignment purporting to transfer the promissory note was ineffective. "MERS never held the promissory note, thus its assignment of the deed of trust to Ocwen separate from the note had no force." 284 S.W.3d at 624; see also In re Wilhelm, 407 B.R. 392 (Bankr.D.Idaho 2009) (standard mortgage note language does not expressly or implicitly authorize MERS to transfer the note); In re Vargas, 396 B.R. 511, 517 (Bankr.C.D.Cal.2008) ("[I]f FHM has transferred the note, MERS is no longer an authorized agent of the holder unless it has a separate agency contract with the new undisclosed principal. MERS presents no evidence as to who owns the note, or of any authorization to act on behalf of the present owner."); Saxon Mortgage Services, Inc. v. Hillery, 2008 WL 5170180 (N.D.Cal.2008) (unpublished opinion) ("[F]or there to be a valid assignment, there must be more than just assignment of the deed alone; the note must also be assigned. MERS purportedly assigned both the deed of trust and the promissory note. However, there is no evidence of record that establishes that MERS either held the promissory note or was given the authority . to assign the note.").

What stake in the outcome of an independent action for foreclosure could MERS have? It did not lend the money to Kesler or to anyone else involved in this case. Neither Kesler nor anyone else involved in the case was required by statute or contract to pay money to MERS on the mortgage. See Sheridan, 2009 WL 631355, at *4 ("MERS is not an economic 'beneficiary' under the Deed of Trust. It is owed and will collect no money from Debtors under the Note, nor will it realize the value of the Property through foreclosure of the Deed of Trust in the event the Note is not paid."). If MERS is only the mortgagee, without ownership of the mortgage instrument, it does not have an enforceable right. See Vargas, 396 B.R. at 517 ("[w]hile the note is 'essential,' the mortgage is only 'an incident' to the note" [quoting Carpenter v. Longan, 16 Wall. 271, 83 U.S. 271, 275, 21 L.Ed. 313 (1872)]).

When it found that MERS did not have an interest in the property that was impaired by the default judgment, the trial court properly considered four factors: (1) that the written pleadings and oral arguments by MERS and Sovereign identified MERS as acting only as a digital mortgage tracking service; (2) that counsel for MERS insisted that no evidence of a financial or property interest was necessary and its argument rested solely on its identity as the mortgagee on the mortgage document, when counsel was directly challenged to produce evidence of a financial or property interest; (3) that evidence showed that Sovereign was on notice that Landmark had leave of the bankruptcy court to proceed with foreclosure and that MERS did not attempt to intervene in the action until after its alleged principal, Sovereign, had already had its motion to intervene and to set aside judgment denied; and (4) that the case law submitted by the parties weighed more in favor of denying the motion. These factors were properly before the trial court and were consistent with the evidence and supported the court's legal reasoning.

Counsel for MERS explicitly declined to demonstrate to the trial court a tangible interest in the mortgage. Parties are bound by the formal admissions of their counsel in an action. Dick v. Drainage District No. 2, 187 Kan. 520, 525, 358 P.2d 744 (1961). Counsel for MERS made no attempt to show any injury to MERS resulting from the lack of service; in fact, counsel insisted that it did not have to show a financial or property interest.

MERS argued in another forum that it is not authorized to engage in the practices that would make it a party to either the enforcement of mortgages or the transfer of mortgages. In Mortgage Elec. Reg. Sys. v. Nebraska Dept. of Banking, 270 Neb. 529, 704 N.W.2d 784 (2005), MERS challenged an administrative finding that it was a mortgage banker subject to license and registration requirements.

The Nebraska Supreme Court found in favor of MERS, noting that "MERS has no independent right to collect on any debt because MERS itself has not extended credit, and none of the mortgage debtors owe MERS any money." 270 Neb. at 535, 704 N.W.2d 784. The Nebraska court reached this conclusion based on the submissions by counsel for MERS that

"MERS does not take applications, underwrite loans, make decisions on whether to extend credit, collect mortgage payments, hold escrows for taxes and insurance, or provide any loan servicing functions whatsoever. MERS merely tracks the ownership of the lien and is paid for its services through membership fees charged to its members. MERS does not receive compensation from consumers." 270 Neb. at 534, 704 N.W.2d 784.

Even if MERS was technically entitled to notice and service in the initial foreclosure action-an issue that we do not decide at this time-we are not compelled to conclude that the trial court abused its discretion in denying the motions to vacate default judgment and require joinder of MERS and Sovereign. The record lacks evidence supporting a claim that MERS suffered prejudice and would have had a meritorious defense had it been joined as a defendant to the foreclosure action. We find that the trial court did not abuse its discretion and did not commit reversible error in ruling on the postdefault motions.

We note that various arguments were presented suggesting that economic policy provides independent grounds for reversing the trial court. MERS and the amicus curiae American Land Title Association argue that MERS provides a cost-efficient method of tracking mortgage transactions without the complications of county-by-county registration and title searches. The amicus suggests the statutory recording system is grounded in seventeenth-century property law that is entirely unsuited to twentieth-century financial transactions. While this may be true, the MERS system introduces its own problems and complications.

One such problem is that having a single front man, or nominee, for various financial institutions makes it difficult for mortgagors and other institutions to determine the identity of the current note holder.

"[I]t is not uncommon for notes and mortgages to be assigned, often more than once. When the role of a servicing agent acting on behalf of a mortgagee is thrown into the mix, it is no wonder that it is often difficult for unsophisticated borrowers to be certain of the identity of their lenders and mortgagees." In re Schwartz, 366 B.R. 265, 266 (Bankr.D.Mass.2007).

"[T]he practices of the various MERS members, including both [the original lender] and [the mortgage purchaser], in obscuring from the public the actual ownership of a mortgage, thereby creating the opportunity for substantial abuses and prejudice to mortgagors ., should not be permitted to insulate [the mortgage purchaser] from the consequences of its actions in accepting a mortgage from [the original lender] that was already the subject of litigation in which [the original lender] erroneously represented that it had authority to act as mortgagee." Johnson v. Melnikoff, 20 Misc.3d 1142, 873 N.Y.S.2d 234, 2008 WL 4182397, at *4 (Sup.1008).

The amicus argues that "[a] critical function performed by MERS as the mortgagee is the receipt of service of all legal process related to the property." The amicus makes this argument despite the mortgage clause that specifically calls for notice to be given to the lender, not the putative mortgagee. In attempting to circumvent the statutory registration requirement for notice, MERS creates a system in which the public has no notice of who holds the obligation on a mortgage.

The Arkansas Supreme Court has noted:

"The only recorded document provides notice that [the original lender] is the lender and, therefore, MERS's principal. MERS asserts [the original lender] is not its principal. Yet no other lender recorded its interest as an assignee of [the original lender]. Permitting an agent such as MERS purports to be to step in and act without a recorded lender directing its action would wreak havoc on notice in this state." Southwest Homes v. Carmen Price, --- Ark. at ----.

In any event, the legislature has established a registration requirement for parties that desire service of notice of litigation involving real property interests. It is not the duty of this court to criticize the legislature or to substitute its view on economic or social policy. Samsel v. Wheeler Transport Services, Inc., 246 Kan. 336, 348, 789 P.2d 541 (1990).

II. Did The Trial Court's Refusal To Join MERS As A Party Violate MERS's Right To Due Process?

MERS contends that the Fourteenth Amendment and § 18 of the Kansas Constitution Bill of Rights guarantees of due process were violated when the foreclosure action was consummated without MERS receiving notice of the proceeding and without MERS having the opportunity to intervene in the action.

Although joinder is evaluated under an abuse of discretion standard, if a constitutional right is involved the trial judge's exercise of discretion is limited. Discretion must be exercised not in opposition to, but in accordance with, established principles of law. It is not an arbitrary power. In re Adoption of B.G.J., 281 Kan. 552, 563, 133 P.3d 1 (2006).

The Fourteenth Amendment to the United States Constitution provides: "No State shall make or enforce any law which shall abridge the privileges or immunities of citizens of the United States; nor shall any State deprive any person of life, liberty, or property, without due process of law."

Section 18 of the Kansas Constitution Bill of Rights provides: "All persons, for injuries suffered in person, reputation or property, shall have remedy by due course of law, and justice administered without delay."

Due process provides any interested party with the elementary and fundamental right to notice of the pendency of an action and the opportunity to present its objections in any proceeding that is to be accorded finality. Alliance Mortgage Co. v. Pastine, 281 Kan. 1266, 1275, 136 P.3d 457 (2006) (citing Mullane v. Central Hanover Bank & Tr. Co., 339 U.S. 306, 314, 94 L.Ed. 865, 70 S.Ct. 652 [1950]). In the absence of a protected property or liberty interest, there can be no due process violation. State ex rel. Tomasic v. Unified Gov't of Wyandotte County/Kansas City, 265 Kan. 779, 809, 962 P.2d 543 (1998).

The Due Process Clause does not protect entitlements where the identity of the alleged entitlement is vague. Castle Rock v. Gonzales, 545 U.S. 748, 763, 125 S.Ct. 2796, 162 L.Ed.2d 658 (2005). A protected property right must have some ascertainable monetary value. 545 U.S. at 766, 125 S.Ct. 2796. Indirect monetary benefits do not establish protection under the Fourteenth Amendment. 545 U.S. at 767, 125 S.Ct. 2796. An entitlement to a procedure does not constitute a protected property interest. 545 U.S. at 764, 125 S.Ct. 2796.

MERS's contention that it was deprived of due process in violation of constitutional protections runs aground in the shallows of its property interest. As

noted in the discussion of the first issue above, MERS did not demonstrate, in fact, did not attempt to demonstrate, that it possessed any tangible interest in the mortgage beyond a nominal designation as the mortgagor. It lent no money and received no payments from the borrower. It suffered no direct, ascertainable monetary loss as a consequence of the litigation. Having suffered no injury, it does not qualify for protection under the Due Process Clause of either the United States or the Kansas Constitutions.

Furthermore, MERS received the full opportunity to present arguments and evidence to the trial court. Only after Sovereign clearly had notice of the litigation, had filed a motion to intervene, and had participated in a hearing on the motion did MERS-Sovereign's nominee-elect to file for joinder. Despite its late decision to enter an appearance in the case, the trial court allowed MERS the opportunity to present arguments and evidence. It cannot be said that MERS was prejudicially denied notice and the opportunity to be heard.

We find that the district court did not abuse its discretion in denying the motions to vacate and for joinder and in holding that MERS was not denied due process. We accordingly affirm the district court and the Court of Appeals.

The opinion of the court was delivered by ROSEN, J.:

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EXHIBIT

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FannieMae
3900 Wisconsin Avenue, NW
Washington, DC 20016-2892

Announcement 06-24 *December 7, 2006*

Amends these Guides: Servicing

Process for Foreclosing on Mortgage Loans Reflecting Mortgage Electronic Registration Systems, Inc. as Mortgagee

This Announcement describes our new policy related to foreclosure actions for mortgages in which Mortgage Electronic Registration Systems, Inc. ("MERS") is the mortgagee of record. These changes are effective immediately for any foreclosure action initiated on or after publication of this Announcement.

Judicial Foreclosure

Servicing Guide Part VIII, Section 105, Conduct of Foreclosure Proceedings
Effective immediately, MERS must not be named as a plaintiff in any judicial action filed to foreclose on a mortgage owned or securitized by Fannie Mae. MERS is the mortgagee of record when either a mortgage names MERS as the original mortgagee and is recorded in the applicable land records, or a completed and recorded assignment names MERS as the mortgage assignee. Therefore, in most jurisdictions, the servicer will need to prepare a mortgage assignment from MERS to the servicer, and then bring the foreclosure in its own name, unless the Servicing Guide requires that the foreclosure be brought in the name of Fannie Mae. In that event, the assignment will need to be from MERS to Fannie Mae.

The assignment from MERS to the servicer should be in recordable form (*e.g.*, executed and notarized) and, in some jurisdictions, it will need to be recorded. In other jurisdictions, it may be held by the servicer or the foreclosure attorney without being recorded. Because the assignment will be completed before the foreclosure begins (and recorded if required by applicable law), MERS will no longer be the mortgagee. Therefore, MERS should not be named as a plaintiff in the foreclosure complaint or other judicial filings.

The servicer should consult its foreclosure attorney to determine the specific legal requirements of each jurisdiction in which it conducts judicial foreclosures of mortgage loans in which MERS is the mortgagee of record.

Non-Judicial Foreclosure

In any non-judicial foreclosure proceedings, the servicer has the option of either assigning the mortgage from MERS to the servicer (in accordance with the process outlined above for judicial foreclosures), or proceeding with the foreclosure with MERS as the mortgagee of record.

If MERS remains the mortgagee of record, the servicer must ensure that the foreclosure attorney or trustee accurately identifies the status of MERS. MERS may never be identified as the "owner" or the "holder" of the Note or Security Instrument being foreclosed. MERS may be identified as the beneficiary of the deed of trust being foreclosed, but only if MERS is also identified as a nominee for the servicer, or as a nominee for Fannie Mae if our Servicing Guide requires the foreclosure to be brought in Fannie Mae's name.

The servicer should consult with its foreclosure attorney or trustee to determine the specific legal requirements of each jurisdiction in which it conducts non-judicial foreclosures of mortgages in which MERS is the mortgagee of record. Further, if MERS remains the mortgagee of record, then the servicer should also consult with its foreclosure attorney or trustee to determine the appropriate manner for identifying MERS' interest in the subject mortgage.

In any event, if an assignment has been recorded from MERS to either the servicer or Fannie Mae, and the borrower reinstates the mortgage prior to completion of the foreclosure proceedings, the servicer may choose to re-assign the mortgage to MERS and re-register the mortgage with MERS. Any such action will be at the discretion and expense of the servicer.

Servicing Guide, Part VIII, Section 108.03, Other Reimbursable Expenses
Fannie Mae will not reimburse the servicer for any expense incurred in preparing or recording an assignment of the mortgage from MERS to the servicer or Fannie Mae, as applicable.

Servicing Guide, Part VIII, Section 202.03, Foreclosure Conducted in MERS' Name
The provisions in Servicing Guide Part VIII, Section 202.03, addressing conveyance of properties when the foreclosure was conducted in the name of MERS, will continue to apply to any non-judicial foreclosure action completed in accordance with this Announcement and in which MERS remains the mortgagee of record.

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Servicers should contact their Portfolio Manager or Servicing Consultant if they have any questions about the information addressed in this Announcement.

Pamela S. Johnson
Senior Vice President

Announcement SVC-2010-05 March 30, 2010

Miscellaneous Servicing Policy Changes

Introduction

This Announcement describes updates and clarifications to several servicing policies, including:

- Document custodian requirements for government loan modifications
- Foreclosure attorney fees for New Mexico and Vermont
- Mortgage insurance cancellations on loan modifications
- Foreclosure actions in the name of MERS
- Flat File layout for Payment Reduction Plan loans
- Balloon mortgage loans with a conditional modification option

Document Custodian Requirements for Government Loan Modifications

Servicing Guide, Part VII, Section 502.01: Modifying Government Mortgages

In Announcement 08-28, *Miscellaneous Servicing Changes*, Fannie Mae stated that servicers no longer needed to submit the original executed (and recorded, if applicable) *Agreement for Modification or Extension of a Mortgage* (Form 181) to the document custodian for government mortgage loans. To conform to industry practices, Fannie Mae is changing this requirement.

Effective May 1, 2010, for all government mortgage loans with an executed Form 181, servicers are required to submit the original executed (and recorded, if applicable) Form 181 to their document custodian. Servicers must send a copy of the executed Form 181 to the borrower and to the mortgage insurer or guarantor, and retain a copy in the servicer's individual mortgage file.

Before submitting a modification or extension to Fannie Mae, the servicer must first obtain the approval of FHA, HUD, VA, or the RD, as applicable, using any documentation they require. After all applicable approvals are obtained, the servicer must prepare the Form 181, have the form signed by the borrower(s) and any co-makers or endorsers of the note, and have its authorized representative sign the completed form to indicate the servicer's approval of the modification or extension. After the loan modification agreement is executed, the servicer must submit the information pertaining to the modification through HomeSaver Solutions® Network (HSSN) and upload the executed Form 181 into the HSSN case.

As a reminder, servicers of conventional loans being modified are still required to submit the original modification agreements to the document custodian as stated in the *Servicing Guide*, Part VII, Section 502.02: Modifying Conventional Mortgages.

Foreclosure Attorney Fees for New Mexico and Vermont

Announcement 08-19, *New Foreclosure and Bankruptcy Attorney Network and Attorneys' Fees and Costs*

Fannie Mae has updated the foreclosure attorney fees for properties located in the states of New Mexico and Vermont.

The maximum attorney fees that Fannie Mae allows for legal work related to foreclosures of whole mortgages, participation pool mortgages, and MBS pool mortgages serviced under the special servicing option appear in Attachment 1 of Announcement 08-19.

The current maximum fee for judicial foreclosures in New Mexico is $900 and for judicial foreclosures in Vermont (strict foreclosure) is $950. Effective for cases referred for foreclosure services on and after May 1, 2010, the maximum fees will be $1,100 for judicial foreclosures in New Mexico and $1,050 for judicial foreclosures in Vermont (strict foreclosure).

Mortgage Insurance Cancellations on Loan Modifications

Servicing Guide, Part II, 102.03: Automatic Termination of Mortgage Insurance and 102.04: Borrower-Initiated Cancellation Based on Original Property Value

As stated in the *Servicing Guide*, the servicer must establish appropriate monitoring procedures that provide for an ongoing review of all mortgages in its portfolio to ensure that borrower-purchased mortgage insurance is automatically terminated when required by Fannie Mae policy or applicable federal or state law. Additionally, the servicer must cancel borrower-purchased mortgage insurance for any conventional mortgage (regardless of its closing date) on request if it meets certain eligibility criteria.

Effective immediately, for all loan modifications, mortgage insurance cancellation and termination eligibility criteria must be based on the terms and conditions of the modified loan. The servicer must use the amortization schedule of the modified loan and the value of the property at the time of the modification. To determine the value of the property at modification, the servicer may order a broker price opinion or a new appraisal, or use an automated valuation model (AVM) as long as the AVM provides a reliable confidence score. In some states, a new appraisal may be required, and the servicer must follow applicable state law.

Servicers are reminded that under the Homeowners Protection Act of 1998, the borrower in a residential mortgage transaction is to be provided at the time of consummation certain disclosures that describe the borrower's rights for mortgage insurance cancellation and termination. Initial disclosures vary, based upon whether the transaction is a fixed-rate or adjustable-rate mortgage. The Act also requires that the borrower be provided with certain annual and other notices concerning mortgage insurance cancellation and termination. A borrower may not be charged for any disclosure required by the Act.

Foreclosure Actions in the Name of MERS

Servicing Guide, Part VIII, 105: Conduct of Foreclosure Proceedings

Effective with foreclosures referred on or after May 1, 2010, MERS must not be named as a plaintiff in any foreclosure action, whether judicial or non-judicial, on a mortgage loan owned or securitized by Fannie Mae.

MERS is the mortgagee of record when either a mortgage names MERS as the original mortgagee and is recorded in the applicable land records, or a completed and recorded assignment names MERS as the mortgage assignee. Therefore, when MERS is the mortgagee of record, the servicer must prepare a mortgage assignment from MERS to the servicer, and then bring the foreclosure in its own name, unless Fannie Mae specifically requires that the foreclosure be brought in the name of Fannie Mae. In that event, the assignment must be from MERS to Fannie Mae, in care of the servicer at the servicer's address for receipt of notices. In all cases, the assignment from MERS to the servicer or Fannie Mae must be recorded before the foreclosure begins.

Fannie Mae will not reimburse the servicer for any expense incurred in preparing or recording an assignment of the mortgage loan from MERS to the servicer or to Fannie Mae.

If an assignment has been recorded from MERS to either the servicer or Fannie Mae and the borrower reinstates the mortgage loan prior to completion of the foreclosure proceedings, the servicer need not re-assign the mortgage to MERS and re-register the mortgage with MERS. Re-assigning and re-registering the mortgage with MERS is not required by Fannie Mae and any such action will be at the discretion and expense of the servicer.

The servicer should consult its foreclosure attorney to determine if any other legal requirements apply when conducting foreclosures of mortgage loans in which MERS is the prior mortgagee of record.

File Layout for Payment Reduction Plan Loans

In Announcement 09-30, *Retirement of the HomeSaver Forbearance™ and Conversion to the Payment Reduction Plan™*, Fannie Mae announced that the Payment Reduction Plan (PRP) would replace the HomeSaver Forbearance (HSF) program in Fannie Mae's hierarchy of foreclosure alternatives and, for reporting purposes, servicers were required to submit PRPs as HSFs via HSSN.

Effective June 1, 2010, for purposes of reporting via HSSN, data element field 13 (HomeSaver Forbearance Indicator) of the Delinquency Reporting Flat File Layout will be reformatted from a Yes/No indicator to a numeric flag representing the type of forbearance plan the borrower is participating in (0=Regular Forbearance, 1=HSF, 2=PRP).

Servicers may begin using the new reporting file layout as of June 1, 2010 (for June reporting of May activity) but are required to use it no later than August 1, 2010 (for August reporting of July activity). Until servicers have made the necessary changes to the reporting file layout, they must update HSSN manually to report HSFs and PRPs. This reporting will allow Fannie Mae to track activity among the forbearance plans.

Other data elements in the file layout that are changing:

- Forbearance Payment Amount – indicates the scheduled Forbearance Payment Amount for the plan, not the actual amount received; and,
- Forbearance Payment Date – indicates the date the forbearance payment was received during the last reporting month.

Unless noted above, all other fields remain unchanged.

The updated file layout is attached to this announcement. This layout replaces the previous layout shown in Announcement 09-27, *Miscellaneous Servicing Policy Changes.*

Balloon Mortgage Loans with a Conditional Modification Option

Servicing Guide, Part III, Chapter 8: Balloon Mortgage Maturity

Effective immediately, servicers should no longer refer to Part III, Chapter 8 of the Servicing Guide for guidance in processing balloon mortgage loans with conditional options to modify. Instead, servicers are advised to contact their Portfolio Manager, Investor Reporting Contact or the Servicing Solutions Center for assistance with maturing balloon mortgage loans with this option. For questions related to redelivery and pricing requirements, servicers should contact their Customer Account Team.

As a reminder, balloon mortgage loans with the standard conditional right to refinance must be refinanced in accordance with the terms and conditions of the applicable legal documents. If a balloon mortgage loan is not eligible for refinancing according to the terms and conditions of the related legal documents, the servicer should pursue standard loss mitigation options and submit the mortgage loan through the HSSN.

Additionally, when a conditional right to refinance a balloon mortgage loan is exercised and the mortgage loan is redelivered to Fannie Mae, the Adverse Market Delivery Charge (AMDC) will be charged. Mortgage loans secured by investment properties will also be subject to a 1.75 percent loan-level price adjustment fee (which will apply without regard to the LTV), however no other loan-level price adjustment fees will apply. These pricing changes are effective for whole loans purchased on or after June 1, 2010 and for mortgage loans delivered into MBS with issue dates on or after June 1, 2010. The Loan-Level Price Adjustment (LLPA) Matrix and Adverse Market Delivery Charge (AMDC) Information located on eFannieMae.com will be updated shortly to reflect this policy.

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Servicers should contact their Servicing Consultant, Portfolio Manager, Investor Reporting Business Analyst, or Fannie Mae's National Servicing Organization's Servicing Solutions Center at 1-888-FANNIE5 (888-326-6435) with any questions regarding this Announcement.

Marianne E. Sullivan
Senior Vice President
Single-Family Chief Risk Officer

Attachment 1

Delinquency Reporting Flat File Layout (Effective 06/01/10)

Description: A file containing the required data elements for reporting delinquent mortgage loans to Fannie Mae.

Data Record

	Data Element	Position	Format	Required Field	Definition
1	Servicer Number	1	9 N / 9(9)	Yes	Fannie Mae assigned lender number
2	Space	10	X(1)	Yes	
3	Fannie Mae Loan Number	11	10 AN / 9(10)	Yes	10-digit unique Fannie Mae assigned loan number for Fannie Mae loans
4	Space	21	X(1)	Yes	
5	Status Code	22	2 AN / X(2)	Yes	The latest action or stage of a specific action for a mortgage in each reporting cycle
6	Space	24	X(1)	Yes	
7	Delinquency Reason Code	25	3 AN / X(3)	Yes	Describes the circumstance that appears to be the primary contributing factor to the delinquency
8	Space	28	X(1)	Yes	
9	Default Effective Date	29	8 N / 9(8)	Required for reporting HomeSaver Forbearance™ (HSF), Payment Reduction Plan™ (PRP), regular forbearance, and repayment plans	Date that the delinquency status code becomes effective
10	Space	37	X(1)	Yes	
11	Default Completion Date	38	8 N / 9(8)	Required for reporting HSF, PRP, regular forbearance, and	Date that the delinquency status was completed

	Data Element	Position	Format	Required Field	Definition
				repayment plans	
12	Space	46	X(1)	Yes	
13	HomeSaver Forbearance Indicator	47	1 N / X(1)	Required for reporting HSF/PRP	Indicates what type of forbearance plan the borrower is on. Expected Value: 0 (Regular Forbearance) or 1 (HSF) or 2 (PRP) or Space
14	Space	48	X(1)	Yes	
15	Imminent Default Indicator	49	1 N / X(1)	Required for reporting HSF/PRP	Indicates that the loan has been placed in forbearance (HSF/PRP) because the borrower has been determined to be in imminent default Expected Value: 1 (YES) or 0 (NO) or Space
16	Space	50	X(1)	Yes	
17	Forbearance Payment Amount	51	11 N / 9(8).99	Required for reporting HSF/PRP	Payment amount of the Forbearance Plan (HSF/PRP). The Forbearance Payment Amount is the Forbearance plan amount NOT the actual amount received. If the value is short of length, prefix with zeros and suffix with zeros after decimal
18	Space	62	X(1)	Yes	
19	Forbearance Payment Date	63	8 AN / X(1)	Required for reporting HSF/PRP	Date the forbearance (HSF/PRP) payment was received during the last reporting month
20	Space	71	X(1)	Yes	
21	Ninety Plus New Layout Indicator	72	4 AN / X(4)	Required for reporting HSF/PRP	Indicates that the new file layout is being used for reporting the HSF or PRP. If this field is blank, then the four fields above will be ignored HSFR indicator must be provided if the transaction is for an HSF or PRP case Expected Value: HSFR or Space
22	Space	76	X(5)	Yes	

EXHIBIT

32

Commonwealth of Massachusetts

Southern Essex District Registry of Deeds
Shetland Park
45 Congress Street
Suite 4100
Salem, Massachusetts 01970

JOHN L. O'BRIEN, JR.
Register of Deeds
Phone: 978-542-1704
Fax: 978-542-1706
website: www.salemdeeds.com

NEWS

FOR IMMEDIATE RELEASE
Salem, MA
January 18th, 2012

Contact: Kevin Harvey 1st Assistant Register
978-542-1724
kevin.harvey@sec.state.ma.us

O'Brien calls for criminal action against the Big Banks
Says they acted like "criminal enterprise"

Saying that the time has come for a full scale criminal investigation, Southern Essex District Register of Deeds John O'Brien, today has sent some 31,897 of what he says are fraudulent documents that have been recorded in the Salem Registry to Massachusetts Attorney General Martha Coakley, U.S. Attorney General Eric Holder and U.S. Attorney Carmen Ortiz. O'Brien said that he is asking these officials to impanel a Grand Jury to look into the evidence that he has presented. "I am confident that these documents will show a pattern of fraud, uttering and forgery. These documents are signed by known robo or surrogate signers, whose signatures were supposedly witnessed by notary publics. In addition, these documents may contain fraudulent information in the body of the documents. I believe that a criminal investigation is the next step to hold the perpetrators responsible." O'Brien praised Attorney General Coakley for her aggressive pursuit of wrongdoing in her civil action but noted that other states such as California, Nevada, Illinois and Michigan have launched criminal investigations, and O'Brien is hopeful that

Massachusetts will do the same. O'Brien strongly suggests that the Grand Jury should subpoena both the past and present Chief Executive Officers (CEOs) of the Mortgage Electronic Recording Systems, Inc. ("MERS"), Bank of America, JP Morgan Chase, Citibank, Wells Fargo, Countrywide, Washington Mutual among others. In addition, he is asking that the top officials of DOCX, Nationwide Title Clearing, Inc. and LPS also be subpoenaed. "These companies have been retained by MERS and its member-banks to produce the documents that I am alleging contain fraudulent information. It is one thing to go after these institutions with a civil action, but the only way to let them know that you are serious is to call them before a Grand Jury." O'Brien said, "There is no question in my mind that the officers of these banks and loan processing servicers made a conscious decision to commit fraud and participate in a scheme to deprive the public from knowing the true holder of their mortgage while at the same time avoiding paying billions of dollars in recording fees. It is my opinion that they acted as a criminal enterprise, crossing state lines to commit their crimes and in most cases using the U.S. Postal Service to send these documents to registries of deeds, thereby committing mail fraud. We need to know what they knew and when they knew it. Until the CEOs who allowed these fraudulent activities to happen under their watch are sent to jail for what they did, these types of illegal behaviors will continue." Just last week, O'Brien's Registry received 3 documents from Bank of America, all signed by a known robo-signer, Linda Burton. O'Brien said, "If they are sending them to me, of all people, it is safe to assume that they are sending them to registries across the country." O'Brien refuses to record any documents signed by a robo-signer on his list unless those documents are accompanied by an affidavit attesting to the signature. So far, he has not received one affidavit. "That clearly shows me that those documents were in fact fraudulent." O'Brien said that if he or anyone else went into one of these major banks and forged a signature on a loan document they would be arrested and sent into jail. So it begs the question, why haven't these CEO'S been held accountable? O'Brien cited the case of the individual who walked into a Walmart and tried to make a purchase using a fraudulent One Million Dollar bill. He was arrested and charged with attempting to obtain property by false pretence and uttering a forged instrument. O'Brien said, "As far as I am concerned, this is what these banks have been doing for years. Make no mistake,

MERS and its member-banks are taking people's homes using fraudulent documents and that is something we do not do in America." In addition, O'Brien is zeroing in on the major foreclosure law firms that he believes have acted as a co-conspirator in flooding the registries of deeds with these fraudulent instruments. "These attorneys should know better. They have acted as co-conspirators in perpetrating this fraud. I am sending a letter to the Massachusetts Board of Bar Overseers asking that they conduct an independent investigation into the activities of these firms. Unlike our Massachusetts Attorney General Martha Coakley, I understand that there are other Attorneys General and other public officials across the country who would like nothing better than to sweep this matter under the rug and grant these lenders, loan servicing companies and their foreclosure-mill attorneys immunity for the damage that they have caused, not only to our economy but to people's property rights. They would be willing to accept pennies on the dollar, a slap on the wrist, and a promise to never do it again. If that should happen, it would be the biggest sellout of the American People that I have ever seen. It would send the wrong message that the big boys can get away with anything. As I have been saying all along, they may think they are too big to fail, but as far as I am concerned, they are not to big to go to jail. The top officials at MERS, its member-banks, servicers and foreclosure-mill attorneys must be prosecuted and held accountable for their fraudulent schemes that brought profits to their institutions by cutting corners, circumventing land recordation systems through fraud, uttering and forgery."

EXHIBIT

33

MERS®

Print Page

Mortgage Electronic Registration System

Streamline Assignments of Mortgages

The Mortgage Electronic Registration System (MERS) was created by mortgage industry participants to streamline the mortgage process by eliminating the need to prepare and record paper assignments of mortgages. Fannie Mae was a founding member of MERS when MERS was launched in 1997.

MERS acts as nominee in the local land records for the lender and servicer. Loans registered with MERS are protected against future assignments because MERS remains the nominal mortgagee no matter how often servicing is traded between MERS members. MERS as original mortgagee (MOM) is approved by Fannie Mae. Our MERS Organization ID is 1000130.
Learn More About Our MERS Requirements and Procedures
(.pdf, 66K, 4 pages)

For More Information

To learn more, contact MERS directly at 1-888-680-6377 or visit their Web site.
Visit www.mersinc.org

About MERS

MERS was created by the mortgage banking industry to streamline the mortgage process by using electronic commerce to eliminate paper. Our mission is to register every mortgage loan in the United States on the MERS® System.

Beneficiaries of MERS include mortgage originators, servicers, warehouse lenders, wholesale lenders, retail lenders, document custodians, settlement agents, title companies, insurers, investors, county recorders and consumers.

MERS acts as nominee in the county land records for the lender and servicer. Any loan registered on the MERS® System is inoculated against future assignments because MERS remains the mortgagee no matter how many times servicing is traded. MERS as original mortgagee (MOM) is approved by Fannie Mae, Freddie Mac, Ginnie Mae, FHA and VA, California and Utah Housing Finance Agencies, as well as all of the major Wall Street rating agencies.

TOP

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EXHIBIT

34

Nationstar MORTGAGE
350 HIGHLAND DRIVE
LEWISVILLE, TX 75067
www.NationstarMtg.com

October 12, 2009

41646 0049440

MELISSA MARKS
209 PRESIDENTIAL CT
ROUND O SC 29474-4374

Loan Number: 0596566959
Servicer Loan Number: 0596566959
Borrower: MELISSA MARKS
Address:
209 PRESIDENTIAL CT
ROUND O SC 29474-4374

Dear Melissa Marks:

This notice is provided to you in accordance with Section 404 of the "Helping Families Save Their Homes Act of 2009."

1. On 10/01/09 Nationstar Mortgage LLC acquired your mortgage loan.

   Nationstar Mortgage LLC's telephone number is: 1-888-480-2432.
   Nationstar Mortgage LLC's address is: Nationstar Mortgage LLC, 350 Highland Drive, Lewisville, TX 75067.

2. Nationstar Mortgage LLC is also the servicer of your mortgage loan. For information regarding your mortgage loan, you can contact Nationstar Mortgage LLC at the phone number and address specified in number 1 above.

3. The transfer of ownership of your mortgage loan has not been publicly recorded. (If, however, your mortgage loan was registered on the MERS system ("Mortgage Electronic Registration System"), the transfer of ownership of your mortgage loan may be reflected on the MERS system. If so, Nationstar Mortgage LLC is the new owner of your mortgage loan).

   If you are curious about your loan and if it is registered on MERS, then you can either MERS toll-free at 1-888-679-6377 for an automated touch-tone system, or go to www.mers-servicerid.org/sis/.
   MERS offers an important benefit to homeowners - it keeps track of the identity of mortgage services that register mortgage loans on MERS.

If you have any questions regarding the above information, or your mortgage loan generally, we encourage you to call Nationstar Mortgage LLC at 1-888-480-2432. Please have your loan number handy.

This is not a notice regarding any change to the address to or manner in which you send your monthly payments.

EXHIBIT

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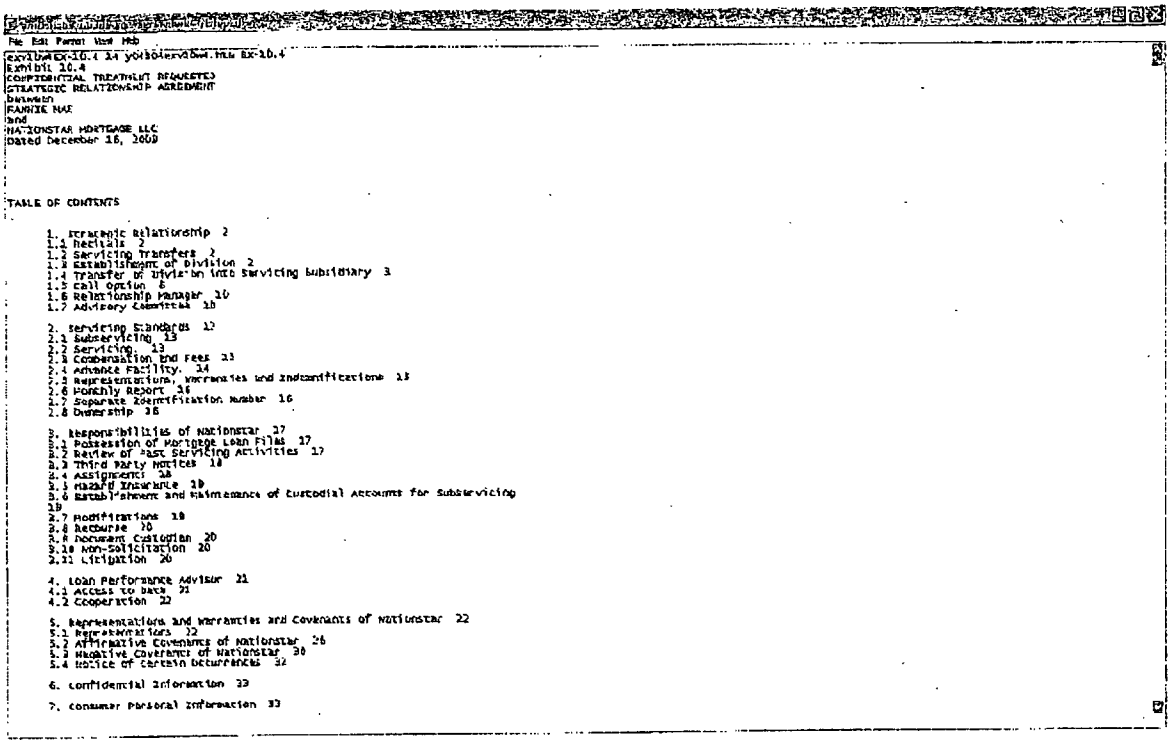

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EX-10.4 24 y08016exv10w4.htm EX-10.4

Exhibit 10.4

CONFIDENTIAL TREATMENT REQUESTED

STRATEGIC RELATIONSHIP AGREEMENT

between

FANNIE MAE

and

NATIONSTAR MORTGAGE LLC

Dated December 16, 2009

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EXPLANATOTRY NOTES: THE DOCUMENT WAS SAVED FROM THE SECURITIES EXCHANGE COMMISSION EDGAR DATABASE ONLINE TO NOTEPAD PROGRAM; COPIED DOCUMENT FROM NOTEPAD INTO MICROSOFT WORD; IT IS APPROXIMATELY 95 PAGES IN MICROSOFT WORD. REDACTED TO PROVIDE ONLY PERTINENT LANGUAGE FOR EVIDENCIARY PURPOSES.

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Exhibit 10.4
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Seller/Servicer #24147
Strategic Relationship Agreement
This Strategic Relationship Agreement is made by and between Fannie Mae, a corporation organized and existing under the laws of the United States ("Fannie Mae"), and Nationstar Mortgage LLC, a limited liability company organized and existing under the laws of the State of Delaware ("Nationstar"), as of the 16th day of December, 2009 (the "Effective Date").
RECITALS
WHEREAS, Fannie Mae and Nationstar have entered into a certain Mortgage Selling and Servicing Contract dated as of August 6, 1997, as supplemented by a certain Nationstar Supplemental Servicing Agreement dated as of November 14, 2008 and a certain Supplemental Servicing Agreement dated as of September 30, 2009, along with certain variances thereto (the "MSSC");
WHEREAS, Fannie Mae and Nationstar have entered into a certain Senior Secured Credit Agreement dated as of October 1, 2009 and a certain Amended and Restated Servicer Advance Early Reimbursement Mechanics Addendum dated as of September 30, 2009;
WHEREAS, Fannie Mae and Nationstar desire to establish a strategic relationship pursuant to which Fannie Mae from time to time may designate Nationstar as a "high touch" servicer or subservicer that is eligible to acquire servicing rights or enter into subservicing agreements with respect to mortgage loans owned by Fannie Mae or by securitization trusts formed by Fannie Mae, in each case pursuant to a transfer facilitated by Fannie Mae;
WHEREAS, Fannie Mae and Nationstar desire to enter into this Agreement for the purpose of setting forth the terms and conditions of this strategic relationship and, where applicable, providing for the amendment or supplement of the MSSC with respect to Fannie Mae Rights (as hereinafter defined) that Nationstar acquires on or after the Effective Date and Fannie Mae Subservicing Appointments (as hereafter defined) that Nationstar accepts on or after such date; and
WHEREAS, this Agreement shall be effective as of the Effective Date and shall apply to all Fannie Mae Rights that are transferred to and accepted by Nationstar on or after the Effective Date.
NOW THEREFORE, in consideration of the mutual covenants and undertakings set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Fannie Mae and Nationstar hereby agree as follows.

AGREEMENTS

1. Strategic Relationship.

1.1 Recitals. The Recitals are incorporated into this Agreement.

1.2 Servicing Transfers. From time to time, Fannie Mae may (a) work with one or more approved servicers to sell, transfer, convey, and assign Servicing Rights for certain Mortgage Loans to Nationstar; (b) work with one or more approved servicers to appoint Nationstar to provide Subservicing for certain Mortgage Loans for such servicers, or (c) appoint Nationstar to provide Subservicing for certain Mortgage Loans for which Fannie Mae is the Servicer. If a Prior Servicer hires Servicer as a subservicer and retains its ownership of the Servicing Rights, such Prior Servicer will be relieved of its related day-to-day Servicing obligations but will have continued liability for certain of its obligations as further described in the applicable Subservicing Agreement. This Agreement shall apply to all such Servicing or Subservicing (whether the direct Servicer is Fannie Mae or a Prior Servicer), as applicable. Fannie Mae shall consider and consult in good faith with Nationstar about providing financing for subsequent purchases of Fannie Mae Servicing Rights.

1.3 Establishment of Division. Within six (6) months after the Effective Date, Nationstar shall establish a newly created operating division of Nationstar that shall be responsible for conducting the Servicing or Subservicing, as the case may be, of the Mortgage Loans pursuant to this Agreement and the Ancillary Documents (the "Division").

1.3.1 Baseline Servicing Functions. The Division shall immediately hold sufficient properties, assets, employees and rights to perform the Baseline Servicing Functions. All other Servicing Functions shall be performed by Nationstar on behalf of the Division. Nationstar may assess the costs of providing such other Servicing Functions to the Division in an amount equal to Nationstar's direct costs plus a reasonable allocation under an allocation methodology based on changing circumstances, modified from time to time, by Nationstar and reasonably acceptable to Fannie Mae of Nationstar's overhead or general corporate costs.

1.3.2 Separation of Operations. The Division, which shall not be a separate legal entity, shall be operated in a manner that is, to the extent practicable or otherwise required hereunder, internally separate and distinct from the general servicing and subservicing business of Nationstar, it being understood that, unless otherwise provided herein, Nationstar will provide the Corporate Services and Subsidiary Servicing Functions. The Division shall be staffed with Dedicated Employees to perform the functions detailed in Section 1.3.1 and maintain separate financial records so as to enable Nationstar to comply with its obligations under this Agreement.

2

Event of Bankruptcy: Shall be deemed to have occurred with respect to a Person if either:

(a) a case or other proceeding shall be commenced, without the application or consent of such Person, in any court, seeking the liquidation, reorganization, debt arrangement, dissolution, winding up, or composition or readjustment of debts of such Person, the appointment of a trustee, receiver, custodian, liquidator, assignee, sequestrator or the like for such Person or all or substantially all of its assets, or any similar action with respect to such Person under any law relating to bankruptcy, insolvency, reorganization, winding up or composition or adjustment of debts, and such case or proceeding shall continue undismissed, or unstayed and in effect, for a period of 60 consecutive days; or an order for relief in respect of such Person shall be entered in an involuntary case under the federal bankruptcy laws or other similar laws now or hereafter in effect;

(b) such Person shall commence a voluntary case or other proceeding under any applicable bankruptcy, insolvency, reorganization, debt arrangement, dissolution or other similar law now or hereafter in effect, or shall consent to the appointment of or taking possession by a receiver, liquidator, assignee, trustee, custodian, sequestrator (or other similar official) for, such Person or for any substantial part of its property, or shall make any general assignment for the benefit of creditors, or shall fail to, or admit in writing its inability to, pay its debts generally as they become due; or

(c) the board of directors, trustee or other similar governing body of such Person (if such Person is a corporation, business trust, or similar entity) shall vote to implement any of the actions set forth in clause (b) above.

Event of Default: The meaning set forth in Section 14.

48

Excluded Assets: Means (i) the Fannie Mae Rights transferred to Nationstar on or before September 30, 2009, including the Fannie Mae Rights formerly serviced by Flagstar Capital Markets Corporation; (ii) any servicing rights (other than Fannie Mae Rights) held by Nationstar, including those resulting from new originations; (iii) any other assets, properties, employees, rights, contracts or licenses not primarily related to the Servicing or Subservicing of the Fannie Mae Rights (other than Fannie Mae Rights that are otherwise within this definition of Excluded Assets), including all of Nationstar's originations; and (iv) all other assets, properties, employees, rights, contracts or licenses primarily related to "Excluded Assets" set forth in clauses (i)-(iii) above.

Executive Complaint: Any written complaint received or handled by the Legal Department or office of the President of Nationstar (or such other departments or offices of Nationstar that are designated to fill the roles thereof with respect to complaints in the future) related to Mortgage Loans, or otherwise escalated to senior management of Nationstar for resolution.

Expense Recapture Amount. The product of (i) the Capital Basis and

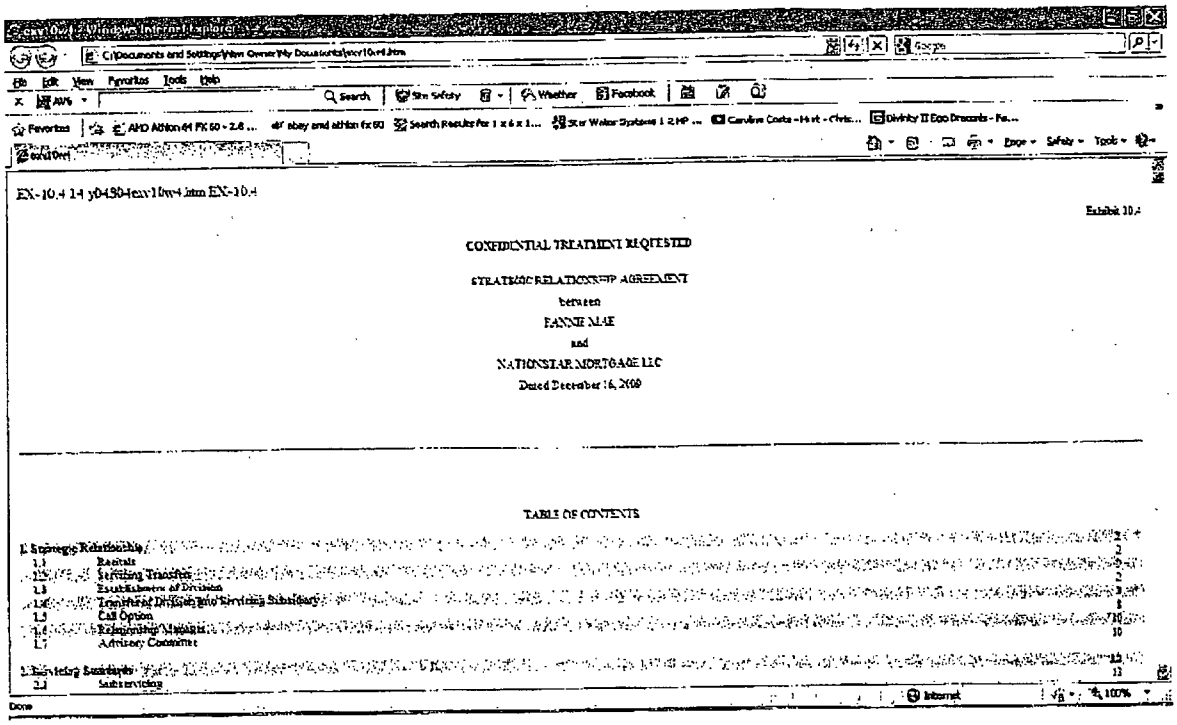

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Exhibit 10.4

CONFIDENTIAL TREATMENT REQUESTED

STRATEGIC RELATIONSHIP AGREEMENT

between

FANNIE MAE

and

NATIONSTAR MORTGAGE LLC

Dated December 16, 2009

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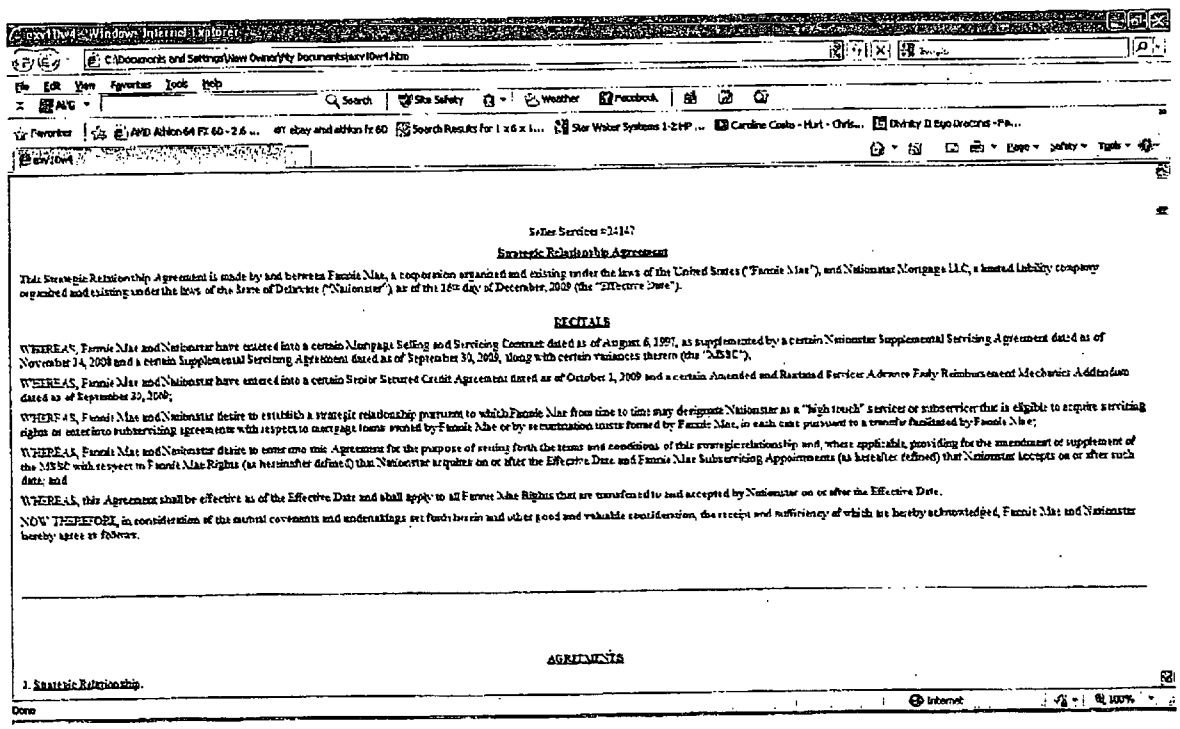

Seller Services #24147

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WHEREAS, Fannie Mae and Nationstar have entered into a certain Senior Secured Credit Agreement dated as of October 1, 2009 and a certain Amended and Restated Servicer Advance Early Reimbursement Mechanics Addendum dated as of September 30, 2009;

WHEREAS, Fannie Mae and Nationstar desire to establish a strategic relationship pursuant to which Fannie Mae from time to time may designate Nationstar as a "high touch" servicer or subservicer that is eligible to acquire servicing rights or enter into subservicing agreements with respect to mortgage loans owned by Fannie Mae or by securitization trusts formed by Fannie Mae, in each case pursuant to a transfer facilitated by Fannie Mae;

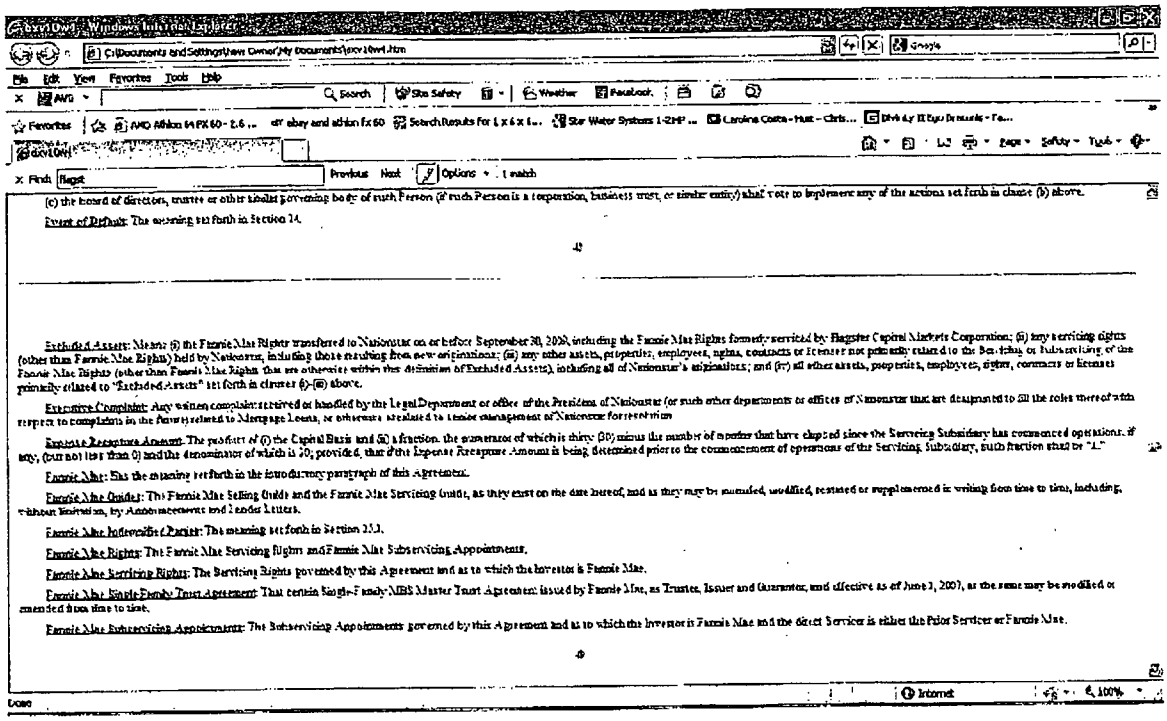
WHEREAS, Fannie Mae and Nationstar desire to enter into this Agreement for the purpose of setting forth the terms and conditions of this strategic relationship and, where applicable, providing for the amendment or supplement of the MSSC with respect to Fannie Mae Rights (as hereinafter defined) that Nationstar acquires on or after the Effective Date and Fannie Mae Subservicing Appointments (as hereafter defined) that Nationstar accepts on or after such date; and

WHEREAS, this Agreement shall be effective as of the Effective Date and shall apply to all Fannie Mae Rights that are transferred to and accepted by Nationstar on or after the Effective Date.

NOW THEREFORE, in consideration of the mutual covenants and undertakings set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Fannie Mae and Nationstar hereby agree as follows.

AGREEMENTS

1. Strategic Relationship.



(c) the board of directors, trustee or other similar governing body of such Person (if such Person is a corporation, business trust, or similar entity) shall vote to implement any of the actions set forth in clause (b) above.

Event of Default: The meaning set forth in Section 14.

Excluded Assets: Means: (i) the Fannie Mae Rights transferred to Nationstar on or before September 30, 2008, including the Fannie Mae Rights formerly serviced by Flagstar Capital Markets Corporation; (ii) any servicing rights (other than Fannie Mae Rights) held by Nationstar, including those resulting from new originations; (iii) any other assets, properties, employees, rights, contracts or licenses not primarily related to the Servicing or Subservicing of the Fannie Mae Rights (other than Fannie Mae Rights that are otherwise within the definition of Excluded Assets), including all of Nationstar's originations; and (iv) all other assets, properties, employees, rights, contracts or licenses primarily related to "Excluded Assets" set forth in clauses (i)-(iii) above.

Executive Complaint: Any written complaint received or handled by the Legal Department or office of the President of Nationstar (or such other departments or offices of Nationstar that are designated to fill the roles thereof with respect to complaints in the future) related to Mortgage Loans, or otherwise escalated to senior management of Nationstar for resolution.

Expense Recapture Amount: The product of (i) the Capital Basis and (ii) a fraction, the numerator of which is thirty (30) minus the number of months that have elapsed since the Servicing Subsidiary has commenced operations, if any, (but not less than 0) and the denominator of which is 30; provided, that if the Expense Recapture Amount is being determined prior to the commencement of operations of the Servicing Subsidiary, such fraction shall be "1."

Fannie Mae: Has the meaning set forth in the introductory paragraph of this Agreement.

Fannie Mae Guides: The Fannie Mae Selling Guide and the Fannie Mae Servicing Guide, as they exist on the date hereof, and as they may be amended, modified, restated or supplemented in writing from time to time, including, without limitation, by Announcements and Lender Letters.

Fannie Mae Information Packet: The meaning set forth in Section 3.1.

Fannie Mae Rights: The Fannie Mae Servicing Rights and Fannie Mae Subservicing Appointments.

Fannie Mae Servicing Rights: The Servicing Rights governed by this Agreement and as to which the Investor is Fannie Mae.

Fannie Mae Single Family Trust Agreement: That certain Single-Family MBS Master Trust Agreement issued by Fannie Mae, as Trustee, Issuer and Guarantor, and effective as of June 1, 2007, as the same may be modified or amended from time to time.

Fannie Mae Subservicing Appointments: The Subservicing Appointments governed by this Agreement and as to which the Investor is Fannie Mae and the direct Servicer is either the Prior Servicer or Fannie Mae.

EXHIBIT

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EQUIFAX

Equifax Credit Report™ for Melissa J. Marks
As of: 01/03/2012
Available until: 02/02/2012
Confirmation #:2503397858

Report Does Not Update

Section Title	Section Description
1. Credit Summary	Summary of account activity
2. Account Information	Detailed account information
3. Inquiries	Companies that have requested or viewed your credit information
4. Negative Information	Bankruptcies, liens, garnishments and other judgments
5. Personal Information	Personal data, addresses, employment history
6. Dispute File Information	How to dispute information found on this credit report
7. Summary of Your Rights Under the FCRA	Summary of Your Rights Under the FCRA
8. Remedying the Effects of Identity Theft	Remedying the Effects of Identity Theft
9. Your Rights Under State Law	Your Rights Under State Law

Credit Summary

Your Equifax Credit Summary highlights the information in your credit file that is most important in determining your credit standing by distilling key credit information into one easy-to-read summary.

Accounts

Lenders usually take a positive view of individuals with a range of credit accounts - car loan, credit cards, mortgage, etc. - that have a record of timely payments. However, a high debt to credit ratio on certain types of revolving (credit card) accounts and installment loans will typically have a negative impact.

Open Accounts	Total Number	Balance	Available	Credit Limit	Debt to Credit Ratio	Monthly Payment Amount	Accounts with a Balance
Mortgage	0	$0	N/A	N/A	N/A	$0	0
Installment	0	$0	N/A	N/A	N/A	$0	0
Revolving	2	$0	$3,300	$3,300	0 %	$26	0
Other	0	$0	N/A	N/A	N/A	$0	0
Total	2	$0	$3,300	$3,300	0 %	$26	0

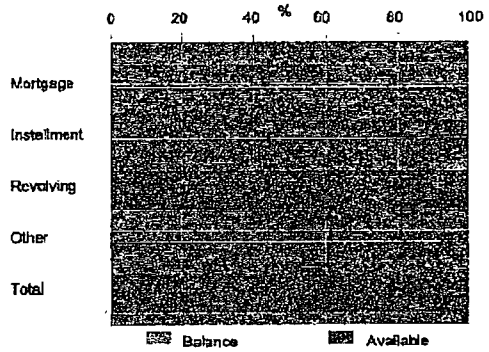
Debt by Account Type

No Data to Display

- Mortgage-0%
- Installment-0%
- Revolving-0%
- Other-0%

NOTE: Total may not equal 100% due to rounding

Debt to Credit Ratio by Account Type



Account Age

Usually, it is a good idea to keep your oldest credit account open, as a high average account age generally demonstrates stability to lenders. Also, especially if you have been managing credit for a short time, opening many new accounts will lower your average account age and may have a negative impact.

Length of Credit History 0

Average Account Age	NaN Year
Oldest Account	SC STUDENT LOAN-GUAR (Opened N/A)
Most Recent Account	CREDIT ONE FINANCIAL (Opened 07/2008)

Inquiries - Requests for your Credit History

Numerous inquires on your credit file for new credit may cause you to appear risky to lenders, so it is usually better to only seek new credit when you need it. Typically, lenders distinguish between inquiries for a single loan and many new loans in part by the length of time over which the inquiries occur. So, when rate shopping for a loan it's a good idea to do it within a focused period of time.

Inquiries in the Last 2 Years	1
Most Recent Inquiry	ONLINE CREDIT REPORTING ::2503397858 (04/19/11)

Potentially Negative Information

Late payments, collections and public records can have a negative impact on your credit standing. The more severe and recent they are, the more negative the potential impact might be.

Public Records	1
Negative Accounts	8
Collections	0

Mortgage Accounts

Mortgage accounts include first mortgages, home equity loans, and any other loans secured by real estate you own.

Closed Accounts

FLAGSTAR BANK	27450168XXXX	10/2007	$0	09/2009	PAYS AS AGREED	

FLAGSTAR BANK

5151 Corporate Dr
Troy , MI-480982639
(800) 945-7700

Account Number:	27450168XXXX	Current Status:	PAYS AS AGREED
Account Owner:	Individual Account.	High Credit:	$ 76,000
Type of Account :	Mortgage	Credit Limit:	
Term Duration:	30 Years	Terms Frequency:	Monthly (due every month)
Date Opened:	10/2007	Balance:	$ 0
Date Reported:	09/2009	Amount Past Due:	
Date of Last Payment:	09/2009	Actual Payment Amount:	$ 680
Scheduled Payment Amount:		Date of Last Activity:	09/2009
Date Major Delinquency First Reported:		Months Reviewed:	23
Creditor Classification:		Activity Description:	Transfer/Sold
Charge Off Amount:		Deferred Payment Start Date:	

Balloon Payment Amount:		Balloon Payment Date:	
Date Closed:		Type of Loan:	Conventional RE Mortgage
Date of First Delinquency:	N/A		
Comments:	Fannie Mae account		

81-Month Payment History

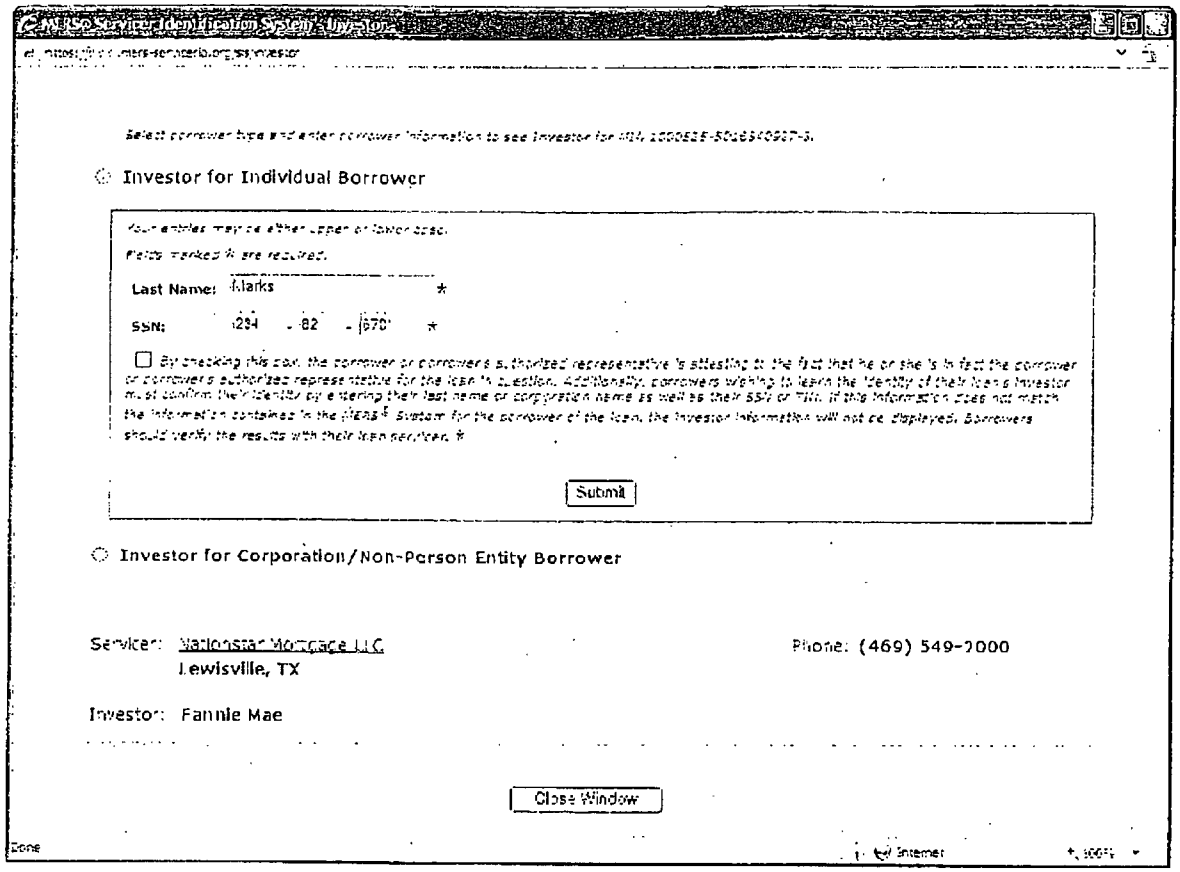
Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2009												
2008												
2007												

NATIONSTAR MORTGAGE59656XXXX 10/2007 $0 08/2011 WAGE EARNER PLAN

NATIONSTAR MORTGAGE

PO Box 199111
Dallas , TX-752199111
(214) 111-1111

Account Number:	59656XXXX	Current Status:	WAGE EARNER PLAN
Account Owner:	Individual Account.	High Credit:	$ 76,000
Type of Account :	Mortgage	Credit Limit:	
Term Duration:	30 Years	Terms Frequency:	
Date Opened:	10/2007	Balance:	$ 0
Date Reported:	08/2011	Amount Past Due:	
Date of Last Payment:	08/2011	Actual Payment Amount:	
Scheduled Payment Amount:		Date of Last Activity:	N/A
Date Major Delinquency First Reported:	04/2011	Months Reviewed:	20
Creditor Classification:		Activity Description:	N/A
Charge Off Amount:		Deferred Payment Start Date:	
Balloon Payment Amount:		Balloon Payment Date:	
Date Closed:		Type of Loan:	Conventional RE Mortgage
Date of First Delinquency:	03/2011		
Comments:	Bankruptcy chapter 13, Fannie Mae account		


Select borrower type and enter borrower information to see investor for MIN: 100052E-5010540937-3.
Investor for Individual Borrower
Your entries may be either upper or lower case.
Fields marked * are required.
Last Name: Marks *
SSN: 234 - 82 - 6670 *
By checking this box, the borrower or borrower's authorized representative is attesting to the fact that he or she is in fact the borrower or borrower's authorized representative for the loan in question. Additionally, borrowers wishing to learn the identity of their loan's investor must confirm their identity by entering their last name or corporation name as well as their SSN or TIN. If this information does not match the information contained in the MERS® System for the borrower of the loan, the investor information will not be displayed. Borrowers should verify the results with their loan servicer. *
Submit
Investor for Corporation/Non-Person Entity Borrower
Servicer: Nationstar Mortgage LLC
Lewisville, TX
Phone: (469) 549-2000
Investor: Fannie Mae
Close Window
Done
Internet
100%

Process Loans, Not Paperwork™

1 record matched your search:

MIN: 1000525-5016840927-3 Note Date: 10/05/2007 MIN Status: Active

Servicer: Nationstar Mortgage LLC Phone: (469) 549-2000
Lewisville, TX

If you are a borrower on this loan, you can click here to enter additional information and display the Investor name.

Return to Search

For more information about MERS please go to www.mersinc.org

EXHIBIT

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Bloomberg

New York Community, Flagstar Win TARP Funds: Bailout Scorecard

By Phil Mattingly and Noel Weiss

Jan. 2 (Bloomberg) -- New York Community Bancorp Inc. and Flagstar Bancorp Inc. joined more than 200 regional lenders, insurers and financial companies in seeking Troubled Asset Relief Program funds totaling at least $82 billion, according to data compiled by Bloomberg. One hundred and seventy-three received preliminary approval for $75.1 billion, and at least 40 awaited word on requests totaling about $7.24 billion.

The Treasury's $700 billion rescue plan for financial firms, announced in October, includes $125 billion allocated to the nine largest U.S. banks and $125 billion earmarked for smaller regional lenders.

Some insurers and finance companies are planning to convert to banks to become eligible for the funds. Totals may be higher because disclosures of applications are voluntary, and some smaller institutions are omitted.

Applications for publicly held lenders were due Nov. 14 and from privately held banks Dec. 8. The Office of Thrift Supervision said about a third of lenders it regulates applied for as much as $50 billion from the bank-rescue fund. The agency received 268 applications as of Nov. 19, or 32 percent of the regulated industry, for the program.

Following are firms that have announced participation in the Treasury program. Some names were shortened for space:

FIRST ROUND

INSTITUTION	AMOUNT
Citigroup	$25 billion
Wells Fargo	$25 billion
JPMorgan Chase	$25 billion
Bank of America	$15 billion
Merrill Lynch	$10 billion

Goldman Sachs	$10 billion
Morgan Stanley	$10 billion
Bank of New York	$ 3 billion
State Street	$ 2 billion
TOTAL	$125 billion

SECOND ROUND

PRELIMINARY APPROVAL

INSTITUTION	AMOUNT
PNC	$8.7 billion
U.S. Bancorp	$6.6 billion
GMAC LLC	$6 billion**
SunTrust	$4.9 billion
Capital One	$3.6 billion
Regions Financial	$3.5 billion
Fifth Third	$3.4 billion
American Express	$3.39 billion
BB&T	$3.1 billion
KeyCorp	$2.5 billion
CIT Group	$2.33 billion
Comerica	$2.25 billion
Marshall & Ilsley	$1.7 billion
Northern Trust	$1.5 billion
Huntington	$1.4 billion
Zions	$1.4 billion
Popular	$1.09 billion
Synovus Financial	$973 million
First Horizon	$866 million
M&T Bank	$600 million
New York Community*	$596 million
Colonial BancGroup	$550 million
Associated Banc	$530 million
Webster	$460 million
First BanCorp*	$400 million
City National Corp.	$395 million
TCF Financial	$361 million
South Financial	$359 million
East West Bancorp	$306 million
Valley National	$345 million
Susquehanna	$345 million

Citizens Republic	$345 million
Sterling Financial	$303 million
Whitney Holding	$301 million
UCBH Holdings	$298 million
First Banks Inc.*	$295.4 million
Wintrust Financial	$287.5 million
Flagstar Bancorp*	$266 million
Cathay General	$258 million
Trustmark	$247.3 million
Umpqua Holdings	$246 million
SVB Financial	$235 million
MB Financial	$225.4 million
Washington Federal	$230 million
IBC	$216 million
United Community	$207 million
United Bankshares	$197.3 million
First Midwest	$193 million
Pacific Capital	$188 million
First Niagara	$186 million
National Penn	$172.5 million
Central Pacific	$155 million
Provident	$151 million
Boston Private	$150 million
Banner Corp.	$142.6 million
Western Alliance	$140 million
CVB Financial	$130 million
1st Source Bank	$127.7 million
Signature Bank	$120 million
Park National	$115 million
Taylor Capital	$105 million
Iberiabank	$103.5 million
Midwest Banc	$98.3 million
Sandy Spring	$95.5 million
Columbia Banking	$88.4 million
TowneBank	$88 million
Bank of the Ozarks	$86.4 million
Virginia Commerce	$81.7 million
Southwest Bancorp	$80.6 million
Hampton/Gateway	$80.3 million
FF Bancorp	$80 million
Independent Bank	$78 million

Dime Community	$77.3 million
Nara Bancorp	$77 million
NesBanco	$75 million
First Bancorp	$74.8 million
FF Holdings	$74.7 million
Green Bankshares	$72.3 million
Independent Bank	$72 million
Flushing Financial	$70 million
Superior Bancorp	$69 million
Union Bankshares	$68 million
Lakeland Bancorp	$67.9 million
Great Southern	$66.7 million
CoBiz Financial	$64.5 million
Wilshire Bancorp	$62 million
Ameris Bancorp	$59.8 million
BancTrust	$57.5 million
Lakeland Financial*	$56 million
Center Financial	$55 million
Cadence Financial	$50.6 million
Home BancShares	$50 million
Seacoast Banking	$50 million
Southern Comm.	$49.2 million
Fidelity Southern	$48.2 million
First Community	$47.7 million
Capital Bank	$47.5 million
First M&F Corp.	$46 million
Berkshire Hills	$46 million
The Bancorp Inc.	$45.2 million
NetroCorp*	$45 million
Peoples Bancorp, OH	$44.9 million
Cascade Financial	$44.8 million
Eagle Bancorp	$43.9 million
Sterling Bancorp	$42 million
Simmons First	$40 million
Heritage Commerce	$40 million
Encore Bancshares	$39.1 million
Centrue Financial	$37.6 million
Pulaski Financial*	$37.4 million
StellarOne	$34.5 million
Farmers Capital	$34.5 million
Bank of Marin	$32.3 million

Tennessee Commerce	$30 million
Home Federal*	$29.9 million
Peoples Bancorp, NC	$28.9 million
First California	$28.8 million
Peapack-Gladstone	$28.7 million
Horizon Bancorp	$28.5 million
Heritage	$27.6 million
Intermountain	$27 million
Alliance Financial	$26.9 million
LNB Bancorp	$26.2 million
HF Financial	$25 million
The First Bancorp	$25 million
VIST Financial	$25 million
Crescent Financial	$24.9 million
Ameriserv*	$24.2 million
Eastern Virginia	$24 million
Bridge Capital*	$23.8 million
Unity Bancorp	$23.7 million
Citizens South	$23.6 million
Severn Bancorp	$23.5 million
First PacTrust	$22.2 million
Wainwright Bank	$22 million
Blue Valley	$21.8 million
Indiana Comm	$21.5 million
Timberland Bancorp*	$19.1 million
1st Financial	$18.5 million
Bar Harbor	$18.8 million
HopFed Bancorp	$18.4 million
Valley Financial	$18.4 million
Community West*	$17.9 million
Bank of Commerce	$17 million
Monarch Financial	$16.9 million
LSB Corp.	$15 million
BCSB Bancorp	$12.6 million
Wilber Corp.	$12 million
1ST Constitution*	$12 million
Center Bancorp	$11.5 million
Mid Penn Bancorp	$11.5 million
Sussex Bancorp*	$11.5 million
Coastal Banking	$11.4 million
Southern Missouri	$11 million

		holding company.
E*Trade Financial	$800 million	Applied for TARP.
First Priority	--	"Currently evaluating" TARP
First Chester	$25 million	Seeking shareholder approval to issue preferred shares.
First Security	$33 million	Seeking shareholder approval to issue preferred shares.
Frontier	--	Applied for TARP funds.
Genworth Financial	--	Genworth is buying Maple Grove, Minnesota-based InterBank FSB in order to apply for TARP funding.
German American	$25 million	Applied for TARP funding.
Hartford Financial	$3.4 billion	The insurer agreed to purchase Sanford, Florida-based Federal Trust Corp., a savings and loan, to become eligible for $1.1 billion to $3.4 billion from the Treasury.
Harleysville	$120 million	Applied for funding.
Integra Bank	--	Applied for funding.
Lincoln Financial	--	The insurer is buying Newtown County Loan & Savings of Goodland, Indiana, in order to access TARP funds.
Mid-Wisconsin	$10.9 million	Applied for TARP funds Nov. 14.
Northern Cali.	$5.5 million	Seeking shareholder approval to issue preferred shares for TARP funds; could be given as little as $1.95 million.
Old National	$150 million	Old National hasn't decided whether to participate.
OptimumBank	$4.58 million	Applied to TARP.
Parke Bancorp	$16.3 million	Applied for TARP funds Nov. 4.
Pamrapo Bancorp	$11.4 million	Applied for TARP.
Phoenix Cos.	--	Applied for TARP.
Pinnacle Financial	$95 million	Applied for TARP
Principal	$2 billion	Applying for TARP through its Principal Bank savings and loan subsidiary.
Protective Life	--	Is buying Bank of Bonifay in Bonifay, Florida, in order to

NCAL Bancorp*	$10.5 million
Elmira Savings*	$10.5 million
Citizens First	$10.1 million
Broadway Financial	$9 million
Fidelity Bancorp	$8.05 million
Commonwealth	$7.7 million
the little bank*	$7.5 million
CNB Financial	$7.4 million
Old Line	$7 million
Central Valley*	$7 million
FPB Bancorp Inc.	$6.7 million
Patapsco Bancorp	$6.3 million
ICB Financial*	$6 million
Beach Business*	$6 million
Commerce National	$5 million
Pacific Commerce	$4.06 million
Manhattan Bancorp	$1.96 million
Seacoast Commerce*	$1.8 million
Saigon National	$1.7 million
TOTAL	$75.1 billion

PARTICIPATION PENDING:

INSTITUTION	AMOUNT	NOTES
American River	$6 million	Evaluating securities purchase Agreement on concerns about limitations on cash dividends and share repurchases.
AmericanWest	$57 million	AmericanWest has applied for the funding.
BankAtlantic	$124 million	Applied for TARP.
Rhode Island	$30 million	Applied for TARP.
Cape Fear Bank	$12.4 million	Could receive funds up to $12.4 million.
Capital Corp.	$46 million	Applied for TARP participation.
Carolinas	--	Applying for TARP.
Cascade Bancorp	$67.4 million	Applying for TARP.
CMS Bancorp	$3.2 million	Applied for TARP funding.
Corus Bankshares	--	Has applied for TARP and not yet received a response.
Discover Financial	$1.2 billion	Applied for TARP and to the Federal Reserve to become a bank

		apply for TARP.
PSB Holdings	$14 million	Seeking shareholder approval to issue preferred shares.
Raymond James	--	Applied for TARP.
San Luis Trust	--	Applied for TARP.
Security Bank	$65.5 million	Applied for TARP.
Smithtown Bancorp*	$37.8 million	Received approval for TARP, considering participation.
Southcrest	$13.1 million	Seeking shareholder approval.
Southeastern Bank	$30 million	Seeking shareholder approval to issue preferred shares.
West	$41.4 million	Seeking shareholder approval to issue preferred shares.

*New listing for this scorecard; action may have been previously disclosed.
**The Treasury said Dec. 29 it would take a $5 billion stake in Detroit-based GMAC, the financing arm of GM, and lend $1 billion to the automaker that will be invested in GMAC to boost its capital.

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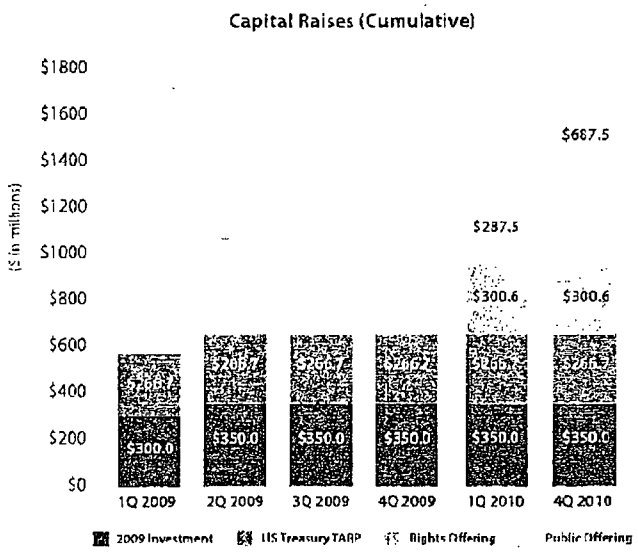
TO OUR SHAREHOLDERS:

Flagstar Bank made significant progress in 2010, as we saw positive trends in our credit costs and took important steps toward our strategic goal of becoming a super community bank. From raising capital and recruiting top talent, to de-risking our balance sheet and diversifying our businesses, **we have set the stage for Flagstar to return to profitability.**

In 2010, we continued to generate strong revenues from our mortgage banking operations. Our yearly results reflect the continuing challenge of our credit environment and include a non-recurring loss of $176.5 million. This loss related to the sale of non-performing residential loans off our balance sheet and the transfer of a portion of these loans to the available-for-sale category. Excluding credit costs and non-recurring expenses, we earned $275 million in 2010.

First and foremost, we secured the necessary capital to carry out our transformation. During 2010, our new management team successfully raised almost $1 billion in new equity. That brings the total capital raised since 2009 to $1.6 billion, lifting our capital ratios to historically high levels and providing the resources to turn our vision for Flagstar into a reality.

MOVING FORWARD.



Second, we continued our ongoing initiative to de-risk our balance sheet. In the fourth quarter of 2010, we made the decision to sell approximately $560 million in non-performing first mortgage loans. We completed the sale of $474 million and sold essentially all of the remaining balance during the first quarter of 2011.

Third, our asset quality and coverage ratios have dramatically improved. In part due to our sale of non-performing loans and continued aggressive efforts to work out and charge off non-performing loans in both our residential and legacy commercial real estate portfolios, we have made significant progress in bringing our asset quality metrics in line with those of our peers.

EXHIBIT

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Our Charter

FannieMae

Fannie Mae was chartered by Congress in 1938 to support liquidity, stability, and affordability in the secondary mortgage market, where existing mortgage-related assets are purchased and sold. Our charter does not permit us to originate loans or lend money directly to consumers in the primary mortgage market.

Our most significant activities are securitizing mortgage loans originated by lenders into Fannie Mae mortgage-backed securities – which we call Fannie Mae MBS – and purchasing mortgage loans and mortgage-related securities for our mortgage portfolio. We obtain funds to purchase mortgage-related assets for our mortgage portfolio by issuing a variety of debt securities in the domestic and international capital markets. We also make other investments that increase the supply of affordable housing.

Federal National Mortgage Association Charter Act (As Amended Through July 30, 2008) (PDF)

Page last revised: 09/23/11

EXHIBIT

39

Order Code RS22950
September 15, 2008

CRS Report for Congress

Fannie Mae and Freddie Mac in Conservatorship

Mark Jickling
Specialist in Financial Economics
Government and Finance Division

Summary

On September 7, 2008, the Federal Housing Finance Agency (FHFA) placed Fannie Mae and Freddie Mac, two government-sponsored enterprises (GSEs) that play a critical role in the U.S. home mortgage market, in conservatorship. As conservator, the FHFA has full powers to control the assets and operations of the firms. Dividends to common and preferred shareholders are suspended, but the U.S. Treasury has put in place a set of financing agreements to ensure that the GSEs continue to meet their obligations to holders of bonds that they have issued or guaranteed. This means that the U.S. taxpayer now stands behind about $5 trillion of GSE debt. This step was taken because a default by either of the two firms, which have been battered by the downturn in housing and credit markets, could have caused severe disruptions in global financial markets, made home mortgages more difficult and expensive to obtain, and had negative repercussions throughout the economy. This report provides basic information on the GSEs, the government intervention, and the potential cost to the taxpayer. It will be updated as events warrant.

Background. Fannie Mae and Freddie Mac are government-sponsored enterprises (GSEs) — shareholder-owned corporations with government charters — that play a central role in mortgage finance. They buy home mortgages from the original lenders, repackage them as mortgage-backed securities (MBSs), and either sell them or hold them in their own investment portfolios. In 2008, Fannie and Freddie have purchased about 80% of all new home mortgages in the United States. Their combined investment portfolios held mortgage assets (loans and MBSs) valued at $1.5 trillion (as of June 30, 2008).

Over the years, the GSEs have provided strong support to the housing market. When a bank (or other lender) sells a mortgage loan to the GSEs, it receives cash to make new loans, and avoids the risks of holding a long-term asset. Without this secondary (or resale) market, in which private firms participate as well as the GSEs, lenders would have to keep loans on their own books, and mortgage credit would become more expensive and difficult to obtain.

The turmoil in housing and credit markets that began in 2007 has put extreme financial pressure on the GSEs. The value of their mortgage assets has fallen, but the debt they took on to purchase those assets remains. To maintain a positive net worth in the face of falling asset values, financial firms have several options to raise capital, but none of these were readily available to Fannie or Freddie. If they sold assets, they would depress the prices of mortgage loans and MBSs still further, worsening both their own balance sheet problems and those of many other financial firms. They cannot use retained earnings to bolster capital because their operations have not turned a profit since 2006. Finally, rapidly falling share prices made it difficult to impossible to raise capital by selling new equity or common stock.

If Fannie and Freddie were purely private firms, rather than GSEs, some observers assert that they would have failed by mid-2008.[1] GSE status, however, has enabled them to continue to fund their operations by selling debt securities, because the market has long believed that Fannie and Freddie debt was "implicitly" guaranteed by the government, even though by law GSE obligations are not backed by the full faith and credit of the United States. In July 2008, however, the firms' share prices plunged sharply,[2] and the possibility emerged that market participants might refuse to extend credit to Fannie and Freddie under any terms. (This kind of "non-bank run" destroyed the investment bank Bear Stearns in March 2008.) Since then, every auction of new Fannie or Freddie debt (normally a routine event) has been followed closely by the press and the markets.

Even though Fannie and Freddie maintained access to the debt markets (albeit at higher-than-usual interest rates), their inability to raise new capital cast doubts on their long-term viability. If their interest costs continued to rise, and the value of (and their income from) mortgage assets kept falling, they were doomed to fail. Against this backdrop, the federal regulator concluded that "the companies cannot continue to operate safely and soundly and fulfill their critical public mission, without significant action" to address their financial weaknesses.[3]

Government Intervention. The Housing and Economic Recovery Act of 2008 (P.L. 110-289), enacted July 30, 2008, provides the authority for the government's takeover of the GSEs. The act created a new GSE regulator, the Federal Housing Finance Agency (FHFA), with the authority to take control of either GSE to restore it to a sound financial condition. The new law sets out a process for placing a financially troubled GSE in conservatorship or receivership. This process is generally similar to the Federal bank regulators' handling of insolvent depository institutions, but the FHFA is not bound by the bank regulators' mandate that failing institutions be resolved at the lowest possible cost.

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[1] See, e.g., "Too Political to Fail," *Wall Street Journal*, Apr. 21, 2008, p. A16: "[the GSEs] aren't held to the same standards of accountability as everyone else in American business."

[2] In July 2007, both Fannie and Freddie shares traded above $60. Between July 8 and 15, 2008, Fannie Mae shares fell by 60%, from 17.51 to 7.02. Freddie Mac shares fell from 13.46 to 5.26, losing 61% of their value. On July 15, the Securities and Exchange Commission issued an emergency order restricting short selling in the two GSEs' shares.

[3] Federal Housing Finance Agency, "Statement of FHFA Director James B. Lockhart," Press Release, Sep. 7, 2008, p. 5.

Section 1117 of the act gives the Treasury emergency authority (expiring on December 31, 2009) to purchase an unlimited amount of GSE debt or equity securities if necessary to provide stability to the financial markets, prevent disruptions in the availability of mortgage finance, and protect the taxpayer.

On September 7, 2008, the FHFA established a conservatorship for Fannie and Freddie.[4] As conservator, the FHFA has taken over the assets and assumed all the powers of the shareholders, directors, and officers. It may take any necessary action to restore the firms to a sound and solvent condition. Stockholders' voting rights are suspended during the conservatorship, and both firms' CEOs have been replaced. Dividends on common and preferred stock have been suspended, although the shares continue to trade. GSE business operations will continue as before; the conservator will delegate authority to the companies' new management to move forward. The conservatorship will end when the FHFA finds that a safe and solvent condition has been restored.

A key element of the plan calls for the government to provide financing to Fannie and Freddie.[5] There are three funding mechanisms:

- **Senior Preferred Stock Purchase Agreement.** Treasury will buy preferred stock as needed to ensure that each GSE maintains a positive net worth. The capacity of the agreement is set at $100 billion for each GSE. In return, the government has received warrants to buy up to 79.9% of GSE common stock for $0.00001 per share. (This means that if the GSEs emerge from conservatorship as stock corporations, the government will be the majority owner, and will have the option of selling its shares at a profit.) According to the Treasury, holders of senior debt, subordinated debt, and MBSs issued or guaranteed by the GSEs are protected by the agreement.[6]

- **GSE MBS Purchase Program.** Treasury will buy newly issued Fannie and Freddie MBSs in the open market as needed to improve the availability and affordability of mortgage credit.

- **GSE Credit Facility.** The GSEs will have access to short-term loans from the Treasury, and will be allowed to post MBSs as collateral.

Treasury's and FHFA's intervention has been described as a "seizure," "takeover," "rescue," and "bail-out" of the GSEs. The first two terms are accurate — the FHFA as conservator has taken full control over the operations of the companies. "Bail-out" and "rescue" are more controversial terms. Common shareholders have lost their voting rights and nearly all their investment, and dividends on preferred and common shares have been

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[4] See Federal Housing Finance Agency, "Fact Sheet: Questions and Answers on Conservatorship" (press release), Sep. 7, 2008, p. 3. Available online at [http://www.treas.gov//press/releases/reports/fhfa_consrv_faq_090708hp1128.pdf].

[5] Several fact sheets describing the financing arrangements were posted on the Treasury's website on September 7, 2008, at [http://www.ustreas.gov/news/index1.html].

[6] "Frequently Asked Questions: Treasury Senior Preferred Stock Purchase Agreement," Treasury Press Release HP-1131, Sep. 11, 2008.

suspended. On the other hand, the government action benefits the holders of debt issued or guaranteed by the GSEs, who receive "security and clarity" that the "conserved entities have the ability to fulfill their financial obligations."[7] In other words, the bondholders will be the recipients of any taxpayer funds transferred from Treasury to the GSEs under the financing agreement.

Policy and Market Implications. The takeover of Fannie and Freddie, and specifically the commitment to meet all the firms' obligations to debt holders, exposes the government to a potentially large financial risk. Debt issued or guaranteed by the GSEs totals more than $5 trillion. The ultimate value of the firms' assets is uncertain, and the Treasury — by stating that it will maintain a positive net worth in each GSE — has in effect agreed to cover all losses to the GSEs' combined $1.5 trillion portfolios.

During the current crisis, international commercial and investment banks have reported losses, or write downs of asset values, totaling over $500 billion.[8] Much of this stems from marking-to-market, or revaluing MBSs at estimated current market prices, which are often sharply below face value. By comparison, Fannie and Freddie's write downs have been modest: from the second quarter of 2007 through the second quarter of 2008, Fannie reported $5.3 billion in "credit losses," while Freddie reported $2.2 billion.[9] The contrast between the private banks' write downs — 25 individual institutions have reported losses (on much smaller holdings of mortgage-related assets) exceeding Fannie's $5.3 billion[10] — and those of the GSEs may suggest that Fannie and Freddie's portfolios contain substantial unrecognized losses. As any such losses are recognized, and any remaining capital is exhausted, Treasury will have to commit new capital (by purchasing preferred stock) to prevent the firms' net worth from falling below zero.

The risks of not acting, however, clearly appeared intolerable to the government. A failure or default by Fannie or Freddie would have severely disrupted financial markets around the world. If the GSE portfolios of mortgage loans and MBSs had to be liquidated, prices would plunge, the secondary market for mortgages would be decimated, and the supply of new mortgage credit might be severely restricted. These market disruptions would have negative impacts on the economy as a whole.

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[7] "Statement by Secretary Henry M. Paulson, Jr. on Treasury and Federal Housing Finance Agency Action to Protect Financial Markets and Taxpayers," Treasury Press Release HP-1129, Sep. 7, 2008.

[8] Yalman Onaran, "Banks' Subprime Losses Top $500 Billion on Writedowns," *Bloomberg.Com*, Aug. 12, 2008. Available online at [http://www.bloomberg.com/apps/news?pid=20601087&sid=aSKLfqh2qd9o&refer=worldwide].

[9] Figures from Fannie Mae and Freddie Mac quarterly financial statements.

[10] Onaran, "Banks' Subprime Losses Top $500 Billion on Writedowns." The comparison between banks and GSEs is not exact. Many private firms may have held larger volumes of subprime MBSs than either Fannie or Freddie, including the most risky "toxic waste" tranches of MBS collateralized debt obligations. On the other hand, virtually all of the GSEs' assets are home mortgages — whole loans or MBSs. Firms like Citigroup and Merrill Lynch (who have written down $55.1 and $51.8 billion, respectively) never had the amount of undiversified exposure to the U.S. housing market that the GSEs have.

Postponing intervention, in the hopes that the mortgage market would right itself and return the GSEs to financial health, carried the risk of raising the ultimate cost to the taxpayers, had the financial deterioration continued.

Much of the current stress in housing and credit markets is based on uncertainty about the true values of mortgage-related financial instruments (and, of course, of houses themselves). As long as further declines are considered likely, market participants will be uncertain about each other's financial condition, and lending markets will remain tight. By intervening and in effect stating that it will bear any further losses to the GSEs (which hold a significant share of all home mortgage assets), the Treasury hopes to reduce that uncertainty and create conditions under which markets can return to normal.

If housing and financial market stability returns soon, the intervention may actually earn a profit for the Treasury. (As part of the funding agreement, Treasury will acquire preferred stock paying a 10% annual dividend, and also has the option to acquire 79.9% of the firms' common stock for a nominal price.) If, however, housing values continue to fall for an extended period, the taxpayer may be required to make good on substantial losses to Fannie's and Freddie's investment portfolios and guarantee obligations.

EXHIBIT

40

OMB NO. 2502-0265

A.

U.S. DEPARTMENT OF HOUSING & URBAN DEVELOPMENT

SETTLEMENT STATEMENT

B. TYPE OF LOAN:
1. ☐ FHA 2. ☐ FmHA 3. ☒ CONV. UNINS. 4. ☐ VA 5. ☐ CONV. INS.

6. FILE NUMBER: MARKS, MELISSA
7. LOAN NUMBER: 501684092
8. MORTGAGE INS CASE NUMBER:

C. NOTE: *This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "(POC)" were paid outside the closing; they are shown here for informational purposes and are not included in the totals.*

1.0 3/99 (MARKS, MELISSA.PFD/MARKS, MELISSA/2)

D. NAME AND ADDRESS OF BORROWER:	E. NAME AND ADDRESS OF SELLER:	F. NAME AND ADDRESS OF LENDER:
Melissa Marks 5572 Trailwood Drive North Charleston, South Carolina 29418	Paul Walker Post Office Box 1131 Walterboro, South Carolina 29488	Flagstar Bank, FSB 5151 Corporatad Drive Troy, Michigan 48098

G. PROPERTY LOCATION:	H. SETTLEMENT AGENT: 20-1858693	I. SETTLEMENT DATE:
209 Presidential Court Round O, SC 29474 Colleton County, South Carolina	Doreas M. Tuten, Attorney at Law PLACE OF SETTLEMENT 222 Wichman Street Walterboro, South Carolina 29488	October 5, 2007

J. SUMMARY OF BORROWER'S TRANSACTION		K. SUMMARY OF SELLER'S TRANSACTION	
100. GROSS AMOUNT DUE FROM BORROWER:		400. GROSS AMOUNT DUE TO SELLER:	
101. Contract Sales Price	80,000.00	401. Contract Sales Price	80,000.00
102. Personal Property		402. Personal Property	
103. Settlement Charges to Borrower (Line 1400)	2,344.79	403.	
104.		404.	
105.		405.	
Adjustments For Items Paid By Seller in advance		*Adjustments For Items Paid By Seller in advance*	
106. City/Town Taxes to		406. City/Town Taxes to	
107. County Taxes 10/06/07 to 01/01/08	100.75	407. County Taxes 10/06/07 to 01/01/08	100.75
108. Assessments to		408. Assessments to	
109.		409.	
110.		410.	
111.		411.	
112.		412.	
120. GROSS AMOUNT DUE FROM BORROWER	82,445.54	*420. GROSS AMOUNT DUE TO SELLER*	80,100.75
200. AMOUNTS PAID BY OR IN BEHALF OF BORROWER:		500. REDUCTIONS IN AMOUNT DUE TO SELLER:	
201. Deposit or earnest money	500.00	501. Excess Deposit (See Instructions)	
202. Principal Amount of New Loan(s)	76,000.00	502. Settlement Charges to Seller (Line 1400)	7,846.00
203. Existing loan(s) taken subject to		503. Existing loan(s) taken subject to	
204.		504. Payoff of first Mortgage	
205.		505. Payoff of second Mortgage	
206.		506.	
207.		507. (Deposit disb. as proceeds)	
208.		508.	
209.		509.	
Adjustments For Items Unpaid By Seller		*Adjustments For Items Unpaid By Seller*	
210. City/Town Taxes to		510. City/Town Taxes to	
211. County Taxes to		511. County Taxes to	
212. Assessments to		512. Assessments to	
213.		513.	
214.		514.	
215.		516.	
216.		516.	
217.		517. 2007 County Property Taxes to Colleton County Trea	422.67
218.		518.	
219.		519.	
220. TOTAL PAID BY/FOR BORROWER	76,500.00	*520. TOTAL REDUCTION AMOUNT DUE SELLER*	8,268.67
300. CASH AT SETTLEMENT FROM/TO BORROWER:		600. CASH AT SETTLEMENT TO/FROM SELLER:	
301. Gross Amount Due From Borrower (Line 120)	82,445.54	601. Gross Amount Due To Seller (Line 420)	80,100.75
302. Less Amount Paid By/For Borrower (Line 220)	(76,500.00)	602. Less Reductions Due Seller (Line 520)	(8,268.67)
303. CASH (X FROM) (TO) BORROWER	5,945.54	*603. CASH (X TO) (FROM) SELLER*	71,832.08

The undersigned hereby acknowledge receipt of a completed copy of pages 1&2 of this statement & any attachments referred to herein.

Borrower Melissa Marks
Melissa Marks

Seller
Paul Walker

L. SETTLEMENT CHARGES

			PAID FROM BORROWER'S FUNDS AT SETTLEMENT	PAID FROM SELLER'S FUNDS AT SETTLEMENT
700. TOTAL COMMISSION Based on Price	$ 80,000.00 @ 6.0000 %	4,800.00		
Division of Commission (line 700) as Follows:				
701. $ 4,800.00 to RE/MAX Southern Real Estate				
702. $ to				
703. Commission Paid at Settlement				4,800.00
704. to				
800. ITEMS PAYABLE IN CONNECTION WITH LOAN				
801. Loan Origination Fee 1.1250 % to Old South Mortgage Corp.				855.00
802. Loan Discount % to				
803. Appraisal Fee to Port City Appraisals				400.00
804. Credit Report to				
805. Lender's Inspection Fee to				
806. Mortgage Ins. App. Fee to				
807. Assumption Fee to				
808. Processing Fee to Old South Mortgage				150.00
809. Administrative Fee to Flagstar Bank, FSB				620.00
810. Flood Certification Fee to FDSI		POC:L8.50		
811. Tax Service Fee to 1st American RE Tax Service		POC:L69.00		
812. Broker Yield Spread Premium to Old South Mortgage		POC:L1076.92		
813.				
814.				
815.				
816.				
817.				
818.				
819.				
820.				
900. ITEMS REQUIRED BY LENDER TO BE PAID IN ADVANCE				
901. Interest From 10/05/07 to 10/01/07 @ $ 14.575300/day (-4 days %)			-58.30	
902. Mortgage Insurance Premium for months to				
903. Hazard Insurance Premium for 1.0 years to Cliff Heath Insurance			654.72	375.00
904.				
905.				
1000. RESERVES DEPOSITED WITH LENDER				
1001. Hazard Insurance	3.000 months @ $ 85.81 per month		257.43	
1002. Mortgage Insurance	0.000 months @ $ 55.10 per month			
1003. City/Town Taxes	months @ $ per month			
1004. County Taxes	12.000 months @ $ 35.20 per month		422.40	
1005. Assessments	months @ $ per month			
1006.	months @ $ per month			
1007.	months @ $ per month			
1008. Aggregate Accounting Adjustmen	months @ $ per month		-257.46	
1100. TITLE CHARGES				
1101. Settlement or Closing Fee to				
1102. Abstract or Title Search to Dorcas M. Tuten, Attorney at Law			100.00	
1103. Title Examination to				
1104. Title Insurance Binder to Dorcas M. Tuten, Attorney at Law			50.00	
1105. Document Preparation to Dorcas M. Tuten, Attorney at Law				125.00
1106. Notary Fees to				
1107. Attorney's Fees to Dorcas M. Tuten, Attorney at Law			400.00	
(includes above item numbers:		)		
1108. Title Insurance to Stewart Title Guaranty Company			300.00	
(includes above item numbers:		)		
109. Lender's Coverage	$ 76,000.00	215.00		
110. Owner's Coverage	$ 80,000.00	85.00		
111. Attorney's Fee to Delille MH	to Dorcas M. Tuten, Attorney at Law		200.00	
112. Obtain MH Title Fee	to SCDMV		35.00	
113. Delille MH Fee	to SCDMV		50.00	
200. GOVERNMENT RECORDING AND TRANSFER CHARGES				
201. Recording Fees: Deed $ 10.00; Mortgage $ 16.00; Releases $			26.00	
202. City/County Tax/Stamps: Deed	296.00; Mortgage			296.00
203. State Tax/Stamps: Deed	; Mortgage			
204. Record Aff. to Retire MH	to Colleton County Register of Deeds		10.00	
206. Record MH Lien Affidavit	to Colleton County Register of Deeds		10.00	
300. ADDITIONAL SETTLEMENT CHARGES				
301. Survey to				
302. Pest Inspection to Carolina Pest Pro				225.00
303. Courier Fee to Dorcas M. Tuten, Attorney at Law			60.00	
304. E-mail Download Fee to Dorcas M. Tuten, Attorney at Law			25.00	
305.				
400. TOTAL SETTLEMENT CHARGES (Enter on Lines 103, Section J and 502, Section K)			2,344.79	7,848.00

By signing page 1 of this statement, the signatories acknowledge receipt of a completed copy of page 2 of this two page statement.

Dorcas M. Tuten, Attorney at Law
Settlement Agent

Certified to be a true copy.

{ MARKS, MELISSA / MARKS, MELISSA / 8 }

EXHIBIT

41

OLD SOUTH MORTGAGE CORP

4 CARRIAGE LN
403
CHARLESTON, SC 29407
BORROWER(S) NAME(S):
MELISSA MARKS

DATE: OCTOBER 5, 2007
LOAN#: 501684092
LOAN AMOUNT: $76,000.00

PROPERTY ADDRESS: 209 PRESIDENTIAL CT
ROUND O, SC 29474-4374

ITEMIZATION OF AMOUNT FINANCED

	ITEMIZATION OF THE AMOUNT FINANCED OF		$75,553.30
	NET PROCEEDS FOR FUNDING		$ 73,444.21
Ref HUD-1	AMOUNT PAID TO OTHERS ON YOUR BEHALF		
	RESERVES DEPOSITED WITH LENDER		$422.37
903	Hazard Insurance Premium	to Cliff Heath Insurance	$1,029.72
1103	Title Examination	to Dorcas M Tuten	$160.00
1104	Title Insurance Binder	to Dorcas M Tuten	$50.00
1108	Title Insurance	to Stewart Title	$300.00
1113	Detitle Fee	to SCDMV	$50.00
1114	Fee to Obtain Title	to SCDMV	$35.00
1201	Recording Fees	to Register of Deeds	$62.00
	TOTAL AMOUNT PAID TO OTHERS		$ 2,109.09
1101	Settlement/Closing Fee	to Dorcas M Tuten	$400.00
1120	Edoc/Email Fee	to Dorcas M Tuten	$25.00
1122	Recording/Processing Serv	to Registrar of Deeds	$10.00
1124	Courier Fee	to Dorcas M Tuten	$60.00
1125	Affidavit of Lien	to Registrar of Deeds	$10.00
901	INTEREST TO FIRST PAYMENT	-4 @ $ 14.5753 =	($58.30)
	TOTAL PREPAID FINANCE CHARGE		$ 446.70

****

AT OR AFTER THE CLOSING, FLAGSTAR BANK, FSB:

WILL PAY A BROKER YIELD SPREAD PREMIUM TO OLD SOUTH MORTGAGE CORP IN CONNECTION WITH YOUR LOAN OF: $ 1,076.92.

THIS AMOUNT IS NOT PART OF YOUR CLOSING COSTS.

****** FEES PAID BY MISCELLANEOUS PAYOR ON BEHALF OF BORROWER ******

824	Flood Certification Fee	to FDSI	$8.50
825	Tax Service Fee	to 1st American R.E.Tax Serv	$69.00
		TOTAL	$77.50

The undersigned acknowledge receiving and reading a completed copy of this disclosure. Neither you nor the creditor previously has become obligated to make or accept this loan. This disclosure is not part of your loan contract.

MELISSA MARKS

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10-04-2007 12:11

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EXHIBIT

42

RESPA SERVICING DISCLOSURE

Lender: OLD SOUTH MORTGAGE CORP
4 CARRIAGE LN
403
CHARLESTON, SC 29407

NOTICE TO FIRST LIEN MORTGAGE LOAN APPLICANTS: THE RIGHT TO COLLECT YOUR MORTGAGE LOAN PAYMENTS MAY BE TRANSFERRED. FEDERAL LAW GIVES YOU CERTAIN RELATED RIGHTS. IF YOUR LOAN IS MADE, SAVE THIS STATEMENT WITH YOUR LOAN DOCUMENTS. SIGN THE ACKNOWLEDGMENT AT THE END OF THIS STATEMENT ONLY IF YOU UNDERSTAND ITS CONTENTS.

Because you are applying for a mortgage loan covered by the Real Estate Settlement Procedures Act (RESPA) (12 U.S.C. Section 2601 et seq.) you have certain rights under that Federal law.

This statement tells you about those rights. It also tells you what the chances are that the servicing for this loan may be transferred to a different loan servicer. "Servicing" refers to collecting your principal, interest and escrow account payments, if any. If your loan servicer changes, there are certain procedures that must be followed. This statement generally explains those procedures.

Transfer Practices and Requirements

If the servicing of your loan is assigned, sold, or transferred to a new servicer, you must be given written notice of that transfer. The present loan servicer must send you notice in writing of the assignment, sale or transfer of the servicing not less than 15 days before the effective date of the transfer. The new loan servicer must also send you notice within 15-days after the effective date of the transfer. The present servicer and the new servicer may combine this information in one notice, so long as the notice is sent to you 15 days before the effective date of transfer. The 15 day period is not applicable if a notice of prospective transfer is provided to you at settlement. The law allows a delay in the time (not more than 30 days after a transfer) for servicers to notify you, upon the occurrence of certain business emergencies.

Notices must contain certain information. They must contain the effective date of the transfer of the servicing of your loan to the new servicer, and the name, address, and toll-free or collect call telephone number of the new servicer, and toll-free or collect call telephone numbers of a person or department for both your present servicer and your new servicer to answer your questions. 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.

Complaint Resolution

Section 6 of RESPA (12 U.S.C. Section 2605) gives you certain consumer rights, whether or not your loan servicing is transferred. If you send a "qualified written request" to your servicer, 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 the information regarding your request. Not later than 60 Business Days after receiving your request, your servicer must make any appropriate corrections to your account, or 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.

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

Damages and Costs

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.

Servicing Transfer Estimates

1. The following is the best estimate of what will happen to the servicing of your mortgage loan:
   ☐ We may assign, sell or transfer the servicing of your loan while the loan is outstanding. ☐ We are able to service your loan and we ☐ will ☐ will not ☐ haven't decided whether to service your loan.
   OR
   ☒ We do not service mortgage loans, ☒ and we have not serviced mortgage loans in the past three years.
   ☐ We presently intend to assign, sell or transfer the servicing of your mortgage loan. You will be informed about your servicer.
   ☐ We assign, sell or transfer the servicing of some of our loans while the loan is outstanding depending on the type of loan and other factors. For the program you have applied for, we expect to:
   ☐ sell all of the mortgage servicing ☐ retain all of the mortgage servicing
   ☐ assign, sell or transfer % of the mortgage servicing
2. For all the first lien mortgage loans that we make in the 12-month period after your mortgage loan is funded, we estimate that the percentage of mortgage loans for which we will transfer servicing is between:

___ [0 to 25%] or [NONE] ___ 26 to 50% ___ 51 to 75% _X_ [76 to 100%] or [ALL]

This estimate ☐ does ☒ does not include assignments, sales or transfers to affiliates or subsidiaries. This is only our best estimate and it is not binding. Business conditions or other circumstances may affect our future transferring decisions.

3. ☐ We have previously assigned, sold or transferred the servicing of first lien mortgage loans.
   OR
   ☐ This is our record of transferring the servicing of the first lien mortgage loans we have made in the past:

Year	Percentage of Loans Transferred (Rounded to nearest quartile - 0%, 25%, 50%, 75%, or 100%)

This information ☐ does ☐ does not include assignments, sales or transfers to affiliates or subsidiaries.

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EXHIBIT

43

V1 WBCD LOAN # 501684092

NOTICE OF ASSIGNMENT, SALE, OR TRANSFER OF SERVICING RIGHTS

Borrower Name & Address:
NELISSA MARKS
209 PRESIDENTIAL CT
ROUND O, SC 29474-4374

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 OLD SOUTH MORTGAGE CORP

to FLAGSTAR BANK, FSB

effective NOVEMBER 1, 2007

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 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. [In this case, all necessary information is combined in this one notice.]

Your present servicer is OLD SOUTH MORTGAGE CORP

If you have any questions relating to the transfer of servicing from your present servicer call their Servicing Department
at (800) 968-7700 between 8:30 AM - 5 PM EST
on the following days:

This is a toll-free or collect call number.

Your new servicer will be FLAGSTAR BANK, FSB

The business address for your new servicer is: 5151 CORPORATE DRIVE
TROY, MI 48098

The toll-free or collect call telephone number of your new servicer is (800)968-7700 If you have any questions relating to the transfer of servicing to your new servicer call their Servicing Department

at (800)968-7700 between 8:30 AM - 5 PM EST
on the following days: Monday through Friday

The date that your present servicer will stop accepting payments from you is NOVEMBER 1, 2007
The date that your new servicer will start accepting payments from you is NOVEMBER 1, 2007 Send all payments due on or after that date to your new servicer.

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. Section 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. Section 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 the servicing of your loan, it must be sent to this address:
5151 CORPORATE DRIVE
TROY, MI 48098

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.

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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.

* This notification is a requirement of Section 6 of the Real Estate Settlement Procedures Act (RESPA) (12 U.S.C. Section 2605).

Melissa Marks 10/5/07

MELISSA MARKS Date

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V1 WBCD LOAN # 50168409

OLD SOUTH MORTGAGE CORP
4 CARRIAGE LN
403
CHARLESTON, SC 29407
(843) 573-4780

Notice of Transfer of Loan Servicing Rights

MELISSA MARKS
5572 TRAILWOOD DRIVE
NORTH CHARLESTON, SC 29418

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 OLD SOUTH MORTGAGE CORP

to Flagstar Bank, FSB, effective NOVEMBER 1, 2007.

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 that your present servicer send you this notice at least 15 days before the effective date of the 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. In this case, all necessary information is combined in this one notice.

Your present servicer is OLD SOUTH MORTGAGE CORP.

If you have any questions relating to the transfer of servicing from your present servicer call (843) 573-4780 between the hours of 9:00 a.m. and 5:00 p.m., on the following days: Monday through Friday. This is a toll-free or collect-call number.

Your New Servicer will be Flagstar Bank, FSB.
The business address for your new servicer is: Flagstar Bank, FSB, 5151 Corporate Drive, Troy MI, 48098-2639. The toll-free telephone number of your new servicer is (800)968-7700. If you have any questions relating to the transfer of servicing to your new servicer call (800)968-7700 to speak with a Customer Service Department representative, between 7:30 a.m. and 5:00 p.m. Eastern Standard Time, Monday through Friday.

The date that your present servicer will stop accepting payments from you is NOVEMBER 1, 2007.
The date that your new servicer will start accepting payments from you is NOVEMBER 1, 2007. Send all payments due on or after that date to your new servicer. Always send the mortgage payment with the payment coupon to the address specified on the coupon.

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 acknowledgment within 20 Business Days of the receipt of the 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: Flagstar Bank, FSB, 5151 Corporate Drive, Troy, MI, 48098-2639, Attn: Customer Service Department.

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 of "qualified written request." However, this does not prevent the servicer from initiating a 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 substantiall all of its business functions.

Section 6 of RESPA (12 U.S.C. 2605) also provides for damages and costs for individuals or classes of individuals i circumstances where servicers are shown to have violated the requirements of that Section. You should seek lega advice if you believe your rights have been violated.

OLD SOUTH MORTGAGE CORP OCTOBER 5, 2007

AND

Flagstar Bank, FSB OCTOBER 5, 2007