

IN THE CIRCUIT COURT OF THE 11TH  
JUDICIAL CIRCUIT IN AND FOR  
MIAMI-DADE COUNTY, FLORIDA,

CASE NO.:

**ALLIED FIRST BANK, SB DBA SERVBANK,**

**Plaintiff,**

v.

**ROLAND HENDERSON; GLENDA VOLNEY;  
UNKNOWN SPOUSE OF ROLAND  
HENDERSON; UNKNOWN SPOUSE OF  
GLENDA VOLNEY; CAC FINANCE, LLC., A  
FLORIDA LIMITED LIABILITY COMPANY;  
UNKNOWN TENANT #1; UNKNOWN TENANT  
#2; AND ALL UNKNOWN PARTIES IN  
POSSESSION IF THE ABOVE DEFENDANTS  
ARE ALIVE AND IF ONE OR MORE OF SAID  
DEFENDANTS ARE DEAD, THEIR UNKNOWN  
SPOUSES, HEIRS, DEVISEES, GRANTEEES,  
PERSONAL REPRESENTATIVES, CREDITORS  
AND ALL PARTIES HAVING OR CLAIMING  
BY, THROUGH OR AGAINST THEM; AND ALL  
PARTIES CLAIMING TO HAVE ANY RIGHT,  
TITLE OR INTEREST IN THE PROPERTY  
DESCRIBED IN THE COMPLAINT,**

**Defendant(s).**

\_\_\_\_\_ /

**VERIFIED COMPLAINT**

Plaintiff, **ALLIED FIRST BANK, SB DBA SERVBANK**, (hereinafter referred to as the "Plaintiff"), by and through its undersigned counsel, hereby sues the Defendants, **ROLAND HENDERSON; GLENDA VOLNEY; UNKNOWN SPOUSE OF ROLAND HENDERSON; UNKNOWN SPOUSE OF GLENDA VOLNEY; CAC FINANCE, LLC., A FLORIDA LIMITED LIABILITY COMPANY; UNKNOWN TENANT #1; UNKNOWN TENANT #2; AND ALL UNKNOWN PARTIES CLAIMING BY, THROUGH, UNDER OR AGAINST THE NAMED**

DEFENDANTS, WHETHER LIVING OR NOT, AND WHETHER SAID UNKNOWN PARTIES CLAIMS AS HEIRS, DEVISEES, GRANTEEES, ASSIGNEES, LIENORS, CREDITORS, TRUSTEES, OR IN ANY OTHER CAPACITY, CLAIMING BY, THROUGH UNDER OR AGAINST THE NAMED DEFENDANTS, and as grounds therefore states as follows:

1. Plaintiff is the owner and holder of the subject Note and Mortgage.
2. Jurisdiction and venue are proper in this Court in that the real property made the subject of this action is located in Miami-Dade County, Florida.
3. All conditions precedent to Plaintiff's maintenance of this action have occurred or have been performed.
4. Plaintiff has retained the law firm of Ghidotti | Berger LLP to represent it in this cause and has agreed to and is obligated to pay it a reasonable fee for its services.

#### COUNT I

5. Plaintiff repeats and re-alleges each and every allegation contained in Paragraphs 1 through 4 above, inclusive, with the same force and effect as if more fully set forth herein.

6. This is an action to foreclose a mortgage on the following described real property in Miami-Dade County, Florida (hereinafter referred to as the "Property"):

**LOT 5, AND 6, BLOCK 4, OF MAGNOLIA SUBDIVISION,  
ACCORDING TO THE PLAT THEREOF, AS RECORDED IN  
PLAT BOOK 40, PAGE 80 OF THE PUBLIC RECORDS OF  
MIAMI-DADE COUNTY, FLORIDA.**

**Street Address: 2070 GRANT AVE  
OPA LOCKA, FL 33054**

7. On or about May 16, 2014, Defendant, ROLAND HENDERSON and GLENDA VOLNEY, executed and delivered a negotiable promissory note in favor of CIS FINANCIAL SERVICES, INC., DBA CIS HOME LOANS (the "Original Lender") in the amount of \$176,801.00 (hereinafter the "Note") in Miami-Dade County, Florida. A true and correct copy of the Note is

attached hereto as **Exhibit “A”** and incorporated herein by reference.

8. The Note was secured by a Mortgage dated May 16, 2014, that was also executed by Defendants, ROLAND HENDERSON and GLENDA VOLNEY, (“the Mortgage”). The Mortgage was recorded on June 23, 2014, in Official Records Book 29201, Page 4206 of the Public Records of Miami-Dade County, Florida, and encumbered the Property that was then owned by and in the possession of Defendants, ROLAND HENDERSON and GLENDA VOLNEY. A true and correct copy of the Mortgage is attached hereto as **Exhibit “B”** and incorporated by reference.

9. The Note and Mortgage are in default due to the failure of Defendants, ROLAND HENDERSON and GLENDA VOLNEY, to pay the installment due on July 1, 2022, and all subsequent payments thereafter, or thereafter bring the Note and Mortgage current. A true and correct copy of the Notice of Default is attached hereto as **Exhibit “C”** and incorporated by reference.

10. As such, Plaintiff has elected to accelerate the Note and Mortgage and declared the full amount owed to be immediately due and payable.

11. Plaintiff is owed the principal sum of \$150,884.08 that is due with interest and late fees on the Note and Mortgage, as well as costs and expenses of ascertaining the necessary parties to this action and reasonable attorney's fees.

12. Pursuant to the terms and conditions of the Note and Mortgage, Defendants, agreed that they shall be liable for and responsible to the Plaintiff for any and all attorney's fees and costs incurred by the Plaintiff in the bringing of any action to collect any of the monies due and owing the Plaintiff herein.

13. Defendant, UNKNOWN SPOUSE OF GLENDA VOLNEY, may appear to have some right, title, interest or claim in and to the Property by virtue of their marriage to Defendant, GLENDA VOLNEY, however, said interest, if any, is subordinate, junior, and inferior to the lien of Plaintiff's Mortgage.

14. Defendant, UNKNOWN SPOUSE OF ROLAND HENDERSON, may appear to have some right, title, interest or claim in and to the Property by virtue of their marriage to Defendant, ROLAND HENDERSON, however, said interest, if any, is subordinate, junior, and inferior to the lien of Plaintiff's Mortgage.

15. Defendant, CAC FINANCE, LLC., A FLORIDA LIMITED LIABILITY COMPANY, may appear to have some right, title, interest or claim to the Property by virtue of a Mortgage recorded in Official Records Book 27762, at Page 2458, in the Public Records of Miami-Dade County, Florida, however, said interest, if any, is subordinate, junior, and inferior to the lien of Plaintiff's Mortgage.

16. Defendant, UNKNOWN TENANT #1, or any other tenant in possession, whose real names are unknown, may claim some right, title or interest in the Property sought herein to be foreclosed by virtue of possession of or through a written or verbal lease agreement or some other unknown interest, the exact nature of which is unknown to Plaintiff and not a matter of public record; however, said interest, if any, is subordinate, junior, and inferior to the lien of Plaintiff's Mortgage.

17. Defendant, UNKNOWN TENANT #2, or any other tenant in possession, whose real names are unknown, may claim some right, title or interest in the Property sought herein to be foreclosed by virtue of possession of or through a written or verbal lease agreement or some other unknown interest, the exact nature of which is unknown to Plaintiff and not a matter of public record; however, said interest, if any, is subordinate, junior, and inferior to the lien of Plaintiff's Mortgage.

**WHEREFORE**, Plaintiff requests that:

(1) The Court will assume jurisdiction of the subject matter of this action and of the named parties.

(2) The Court will ascertain the amount of the money due Plaintiff for principal and interest on the mortgage, note and for late charges, abstracting, taxes, expenses, and all expenses of

foreclosure including attorney's fees, that Plaintiff is entitled to recover in this action plus interest thereon.

(3) The Court decree that Plaintiff has a lien on the property described in the mortgage for the sum of money found to be due Plaintiff.

(4) If the sums due Plaintiff under the Note and Mortgage are not paid immediately, the Court shall foreclose the Mortgage in accordance with the rules and established practice of the Court, and the Clerk of the Court shall sell all of the above-mentioned property securing the indebtedness to satisfy the mortgage lien of Plaintiff in accordance with the provisions of Florida Statutes, Section 45.031.

(5) The Court decree that the mortgage lien interests of the Plaintiff are superior and paramount to all liens, rights, title and interests of any Defendant, or any party claiming by, through, under or against any Defendant, and that such liens, rights, title or interest of any Defendant named herein or after made a Defendant, or any party claiming by, through, under or against any Defendant be forever barred and foreclosed.

(6) The Court retain jurisdiction of this action in order to make any and all further orders and judgments as may be necessary and proper including the issuance of a writ of possession and/or a deficiency judgment, for any portion of a deficiency, should one exist, all in accordance with Chapter 702, Florida Statutes, unless any Defendant personally liable shall have been discharged from liability under the subject note pursuant to the provisions of the Bankruptcy Code 11 U.S.C. Section 101, et. seq.

(7) That the Court enter an Order to Show Cause, pursuant to Section 702.10, Florida Statutes 702.10.

(8) The Court grant such other and further relief as Plaintiff may be entitled to receive.

## COUNT II

18. Plaintiff repeats and realleges each and every allegation contained in Paragraphs 1 through 4 above, inclusive, with the same force and effect as if more fully set forth herein.

19. This is an action for damages in excess of \$50,000.00 based upon the breach of a negotiable promissory note.

20. On or about May 16, 2014, Defendants, ROLAND HENDERSON and GLENDA VOLNEY, executed and delivered the Note. A true and correct copy of the Note is attached hereto as Exhibit "A" and incorporated herein by reference.

21. Plaintiff is the owner and holder of the Note.

22. The Note is in default due to the failure of Defendants, ROLAND HENDERSON and GLENDA VOLNEY, to pay the installment due on July 1, 2022, and all subsequent installments, or thereafter bring the Note current.

23. As such, Plaintiff has elected to accelerate the Note and declared the full amount owed under the Note to be immediately due and payable together with any sums advanced and paid to protect its security for ad valorem taxes, premiums on insurance required by the Mortgage and other necessary costs required to be advanced during the pendency of this action. Any such sum so paid will be due and owing the Plaintiffs and is recoverable under the terms of the Note and Mortgage.

24. Plaintiff is owed the principal sum of \$150,884.08 that is due with interest and late fees on the Note, as well as all costs and expenses of collection including costs ascertaining the necessary parties to this action and reasonable attorney's fees.

25. Pursuant to the terms and conditions of the Note and Mortgage, Defendants, agreed that they shall be liable for and responsible to the Plaintiff for any and all attorney's fees and costs incurred by the Plaintiff in the bringing of any action to collect any of the monies due and owing the

Plaintiff herein.

**WHEREFORE**, Plaintiff demands judgment against the Defendants, for damages in the amount of \$150,884.08 in principal, together with interest, late fees, costs and disbursements, reasonable attorney's fees, and such further relief as this Court may deem just, equitable and proper.

Dated this 22nd day of May 2023.

Respectfully submitted:

**GHIDOTTI | BERGER LLP**

Attorneys for Plaintiff


1031 North Miami Beach Boulevard

North Miami Beach, FL 33162

Telephone: (305) 501-2808

Facsimile: (954) 780-5578

By:

/s/ 

Chase A. Berger, Esq.

Florida Bar No. 83794

Tara L. Rosenfeld, Esq.

Florida Bar No. 59454

Jason L. Duggar, Esq.

Florida Bar No. 83813

Wendy Tabb, Esq.

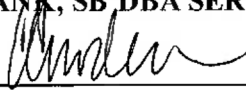
Florida Bar No 175242

[fcpleadings@ghidottiberger.com](mailto:fcpleadings@ghidottiberger.com)

**FLA. R. CIV. P. 1.115(e) VERIFICATION**

Under penalty of perjury, I declare that I have read the foregoing, and the facts alleged therein are true and correct to the best of my knowledge and belief.

**ALLIED FIRST BANK, SB DBA SERVBANK**

By: 

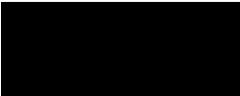
Printed Name: CINDY COWDEN

Title: VICE PRESIDENT

Date: MAY 18, 2023



# **Exhibit “A”**



Note

Florida



THE STATE DOCUMENTARY TAX DUE ON THIS NOTE HAS BEEN PAID ON THE MORTGAGE SECURING THIS INDEBTEDNESS.

MAY 16, 2014  
[Date]

2070 GRANT AVE, OPA LOCKA, FL 33054

[Property Address]

1. PARTIES

"Borrower" means each person signing at the end of this Note, and the person's successors and assigns. "Lender" means CIS FINANCIAL SERVICES, INC., DBA CIS HOME LOANS

and its successors and assigns.

2. BORROWER'S PROMISE TO PAY; INTEREST

In return for a loan received from Lender, Borrower promises to pay the principal sum of ONE HUNDRED AND SEVENTY-SIX THOUSAND, EIGHT HUNDRED AND ONE

Dollars (U.S. \$176,801.00), plus interest, to the order of Lender. Interest will be charged on unpaid principal, from the date of disbursement of the loan proceeds by Lender, at the rate of FOUR AND THREE QUARTERS

percent ( 4.750%) per year until the full amount of principal has been paid.

3. PROMISE TO PAY SECURED

Borrower's promise to pay is secured by a mortgage, deed of trust or similar security instrument that is dated the same date as this Note and called the "Security Instrument." The Security Instrument protects the Lender from losses which might result if Borrower defaults under this Note.

4. MANNER OF PAYMENT

(A) Time

Borrower shall make a payment of principal and interest to Lender on the first day of each month beginning on JULY 1, 2014. Any principal and interest remaining on the first day of JUNE 2044, will be due on that date, which is called the "Maturity Date."

(B) Place

Payment shall be made at 851 NORTH MILITARY STREET, HAMILTON, AL 35570

or at such place as Lender may designate in writing

by notice to Borrower.

(C) Amount

Each monthly payment of principal and interest will be in the amount of U.S. \$ 922.28. This amount will be part of a larger monthly payment required by the Security Instrument, that shall be applied to principal, interest and other items in the order described in the Security Instrument.



**(D) Allonge to this Note for payment adjustments**

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

Graduated Payment Allonge  Growing Equity Allonge  Other [specify]

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

Borrower has the right to pay the debt evidenced by this Note, in whole or in part, without charge or penalty, on the first day of any month. Lender shall accept prepayment on other days provided that Borrower pays interest on the amount prepaid for the remainder of the month to the extent required by Lender and permitted by regulations of the Secretary. If Borrower makes a partial prepayment, there will be no changes in the due date or in the amount of the monthly payment unless Lender agrees in writing to those changes.

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

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

If Lender has not received the full monthly payment required by the Security Instrument, as described in Paragraph 4(C) of this Note, by the end of fifteen calendar days after the payment is due, Lender may collect a late charge in the amount of **FOUR**

percent ( **4.000%**) of the overdue amount of each payment.

**(B) Default**

If Borrower defaults by failing to pay in full any monthly payment, then Lender may, except as limited by regulations of the Secretary in the case of payment defaults, require immediate payment in full of the principal balance remaining due and all accrued interest. Lender may choose not to exercise this option without waiving its rights in the event of any subsequent default. In many circumstances regulations issued by the Secretary will limit Lender's rights to require immediate payment in full in the case of payment defaults. This Note does not authorize acceleration when not permitted by HUD regulations. As used in this Note, "Secretary" means the Secretary of Housing and Urban Development or his or her designee.

**(C) Payment of Costs and Expenses**

If Lender has required immediate payment in full, as described above, Lender may require Borrower to pay costs and expenses including reasonable and customary attorneys' fees for enforcing this Note to the extent not prohibited by applicable law. Such fees and costs shall bear interest from the date of disbursement at the same rate as the principal of this Note.

**7. WAIVERS**

Borrower 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 Lender to demand payment of amounts due. "Notice of dishonor" means the right to require Lender to give notice to other persons that amounts due have not been paid.

**8. GIVING OF NOTICES**

Unless applicable law requires a different method, any notice that must be given to Borrower under this Note will be given by delivering it or by mailing it by first class mail to Borrower at the property address above or at a different address if Borrower has given Lender a notice of Borrower's different address.

Any notice that must be given to Lender under this Note will be given by first class mail to Lender at the address stated in Paragraph 4(B) or at a different address if Borrower is given a notice of that different address.

**9. 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. Lender may enforce its rights under this

Note against each person individually or against all signatories together. Any one person signing this Note may be required to pay all of the amounts owed under this Note.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Note.

*Roland Henderson*  
ROLAND HENDERSON

(Seal)  
-Borrower

\_\_\_\_\_  
GLENDA VOLNEY

(Seal)  
-Borrower

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

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

*[Sign Original Only]*

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

Loan origination organization **CIS FINANCIAL SERVICES, INC., DBA CIS HOME LOANS**  
NMLS ID **93140**  
Loan originator **LAURA LACEY**  
NMLS ID **1092047**

Pay to the order of \_\_\_\_\_  
Without recourse  
CIS Financial Services, Inc.  
DBA CIS Home Loans.  
By: *Heather Chandler*  
Its: *ASST Mgr*

Note

Florida



THE STATE DOCUMENTARY TAX DUE ON THIS NOTE HAS BEEN PAID ON THE MORTGAGE SECURING THIS INDEBTEDNESS.

MAY 16, 2014  
[Date]

2070 GRANT AVE, OPA LOCKA, FL 33054  
[Property Address]

1. PARTIES

"Borrower" means each person signing at the end of this Note, and the person's successors and assigns. "Lender" means CIS FINANCIAL SERVICES, INC., DBA CIS HOME LOANS

and its successors and assigns.

2. BORROWER'S PROMISE TO PAY; INTEREST

In return for a loan received from Lender, Borrower promises to pay the principal sum of ONE HUNDRED AND SEVENTY-SIX THOUSAND, EIGHT HUNDRED AND ONE Dollars (U.S. \$176,801.00), plus interest, to the order of Lender. Interest will be charged on unpaid principal, from the date of disbursement of the loan proceeds by Lender, at the rate of FOUR AND THREE QUARTERS percent ( 4.750%) per year until the full amount of principal has been paid.

3. PROMISE TO PAY SECURED

Borrower's promise to pay is secured by a mortgage, deed of trust or similar security instrument that is dated the same date as this Note and called the "Security Instrument." The Security Instrument protects the Lender from losses which might result if Borrower defaults under this Note.

4. MANNER OF PAYMENT

(A) Time

Borrower shall make a payment of principal and interest to Lender on the first day of each month beginning on JULY 1, 2014. Any principal and interest remaining on the first day of JUNE 2044 will be due on that date, which is called the "Maturity Date."

(B) Place

Payment shall be made at 851 NORTH MILITARY STREET, HAMILTON, AL 35570 or at such place as Lender may designate in writing by notice to Borrower.

(C) Amount

Each monthly payment of principal and interest will be in the amount of U.S. \$ 922.28. This amount will be part of a larger monthly payment required by the Security Instrument, that shall be applied to principal, interest and other items in the order described in the Security Instrument.



**(D) Allonge to this Note for payment adjustments**

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

Graduated Payment Allonge  Growing Equity Allonge  Other [specify]

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

Borrower has the right to pay the debt evidenced by this Note, in whole or in part, without charge or penalty, on the first day of any month. Lender shall accept prepayment on other days provided that Borrower pays interest on the amount prepaid for the remainder of the month to the extent required by Lender and permitted by regulations of the Secretary. If Borrower makes a partial prepayment, there will be no changes in the due date or in the amount of the monthly payment unless Lender agrees in writing to those changes.

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

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

If Lender has not received the full monthly payment required by the Security Instrument, as described in Paragraph 4(C) of this Note, by the end of fifteen calendar days after the payment is due, Lender may collect a late charge in the amount of **FOUR**

percent ( **4.000%**) of the overdue amount of each payment.

**(B) Default**

If Borrower defaults by failing to pay in full any monthly payment, then Lender may, except as limited by regulations of the Secretary in the case of payment defaults, require immediate payment in full of the principal balance remaining due and all accrued interest. Lender may choose not to exercise this option without waiving its rights in the event of any subsequent default. In many circumstances regulations issued by the Secretary will limit Lender's rights to require immediate payment in full in the case of payment defaults. This Note does not authorize acceleration when not permitted by HUD regulations. As used in this Note, "Secretary" means the Secretary of Housing and Urban Development or his or her designee.

**(C) Payment of Costs and Expenses**

If Lender has required immediate payment in full, as described above, Lender may require Borrower to pay costs and expenses including reasonable and customary attorneys' fees for enforcing this Note to the extent not prohibited by applicable law. Such fees and costs shall bear interest from the date of disbursement at the same rate as the principal of this Note.

**7. WAIVERS**

Borrower 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 Lender to demand payment of amounts due. "Notice of dishonor" means the right to require Lender to give notice to other persons that amounts due have not been paid.

**8. GIVING OF NOTICES**

Unless applicable law requires a different method, any notice that must be given to Borrower under this Note will be given by delivering it or by mailing it by first class mail to Borrower at the property address above or at a different address if Borrower has given Lender a notice of Borrower's different address.

Any notice that must be given to Lender under this Note will be given by first class mail to Lender at the address stated in Paragraph 4(B) or at a different address if Borrower is given a notice of that different address.

**9. 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. Lender may enforce its rights under this

Note against each person individually or against all signatories together. Any one person signing this Note may be required to pay all of the amounts owed under this Note.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Note.

\_\_\_\_\_  
ROLAND HENDERSON (Seal) -Borrower

\_\_\_\_\_  
GLENDIA VOLNEY (Seal) -Borrower

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

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

[Sign Original Only]

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

Loan origination organization **CIS FINANCIAL SERVICES, INC., DBA CIS HOME LOANS**  
NMLS ID **93140**  
Loan originator **LAURA LACEY**  
NMLS ID **1092047**

Pay to the order of \_\_\_\_\_  
Without recourse  
CIS Financial Services, Inc.  
DBA CIS Home Loans.  
By: Heather Chandler  
Its: ASST VP

# **Exhibit “B”**



CFN: 20140444047 BOOK 29201 PAGE 4206  
DATE:06/23/2014 08:34:39 AM  
MTG DOC 619.15  
INTANGIBLE 353.60  
HARVEY RUVIN, CLERK OF COURT, MIA-DADE CTY

Return To:

Chicago Title  
2004 Ventura Drive, Ste 200  
Plano, Texas 75093

This document was prepared by:

ASHLEY KENNEDY  
851 NORTH MILITARY STREET,  
HAMILTON, AL 35570

~~HRS CIS 303~~

[Space Above This Line For Recording Data]

State of Florida

FHA Case No.

## MORTGAGE

MIN 10021910000156276

THIS MORTGAGE ("Security Instrument") is given on **MAY 16, 2014**  
The Mortgagor is **ROLAND HENDERSON AND GLENDA VOLNEY, HUSBAND AND WIFE**

2070 GRANT AVE, OPA LOCKA, FL 33054

, whose address is

("Borrower"). This Security Instrument is given to Mortgage Electronic Registration Systems, Inc. ("MERS"), (solely as nominee for Lender, as hereinafter defined, and Lender's successors and assigns), as mortgagee. 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. **CIS FINANCIAL SERVICES, INC., DBA CIS HOME LOANS**

("Lender") is organized and existing under the laws of **ALABAMA**, and has an address of **851 NORTH MILITARY STREET, HAMILTON, AL 35570**

Borrower owes Lender the principal sum of **ONE HUNDRED AND SEVENTY-SIX THOUSAND, EIGHT HUNDRED AND ONE**

Dollars (U.S. \$176,801.00).

This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on **JUNE 1, 2044**

This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) 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 NMLS# **93140** **26310**

FHA Florida Mortgage with MERS - 4/96  
VMP 4N(FL) (1302) Amendment

Page 1 of 9

VMP Mortgage Solutions, Inc.

successors and assigns of MERS, the following described property located in **MIAMI-DADE**

County, Florida:

**SEE ATTACHED LEGAL DESCRIPTION AS EXHIBIT "A" AND MADE A PART HEREOF**

Parcel ID Number:

which has the address of **2070 GRANT AVE**

**OPA LOCKA**

[City], Florida **33054**

[Street]  
[Zip Code] ("Property Address");

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 or canceling this Security Instrument.

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record, Borrower 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.

Borrower and Lender covenant and agree as follows:

**UNIFORM COVENANTS.**

**1. Payment of Principal, Interest and Late Charge.** Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and late charges due under the Note.

**2. Monthly Payment of Taxes, Insurance and Other Charges.** Borrower shall include in each monthly payment, together with the principal and interest as set forth in the Note and any late charges, a sum for (a) taxes and special assessments levied or to be levied against the Property, (b) leasehold payments or ground rents on the Property, and (c) premiums for insurance required under paragraph 4. In any year in which the Lender must pay a mortgage insurance premium to the Secretary of Housing and Urban Development ("Secretary"), or in any year in which such premium would have been required if Lender still held the Security Instrument, each monthly payment shall also include either: (i) a sum for the annual mortgage insurance premium to be paid by Lender to the Secretary, or (ii) a monthly charge instead of a mortgage insurance premium if this Security Instrument is held by the Secretary, in a reasonable amount to be determined by the Secretary. Except for the monthly charge by the Secretary, these items are called "Escrow Items" and the sums paid to Lender are called "Escrow Funds."

NMLS# 93140

Lender may, at any time, collect and hold amounts for Escrow Items in an aggregate amount not to exceed the maximum amount that may be required for Borrower's escrow account under the Real Estate Settlement Procedures Act of 1974, 12 U.S.C. Section 2601 *et seq.*, and implementing regulations, 12 C.F.R. Part 1024, as they may be amended from time to time ("RESPA"), except that the cushion or reserve permitted by RESPA for unanticipated disbursements or disbursements before the Borrower's payments are available in the account may not be based on amounts due for the mortgage insurance premium.

If the amounts held by Lender for Escrow Items exceed the amounts permitted to be held by RESPA, Lender shall account to Borrower for the excess funds as required by RESPA. If the amounts of funds held by Lender at any time are not sufficient to pay the Escrow Items when due, Lender may notify the Borrower and require Borrower to make up the shortage as permitted by RESPA.

The Escrow Funds are pledged as additional security for all sums secured by this Security Instrument. If Borrower tenders to Lender the full payment of all such sums, Borrower's account shall be credited with the balance remaining for all installment items (a), (b), and (c) and any mortgage insurance premium installment that Lender has not become obligated to pay to the Secretary, and Lender shall promptly refund any excess funds to Borrower. Immediately prior to a foreclosure sale of the Property or its acquisition by Lender, Borrower's account shall be credited with any balance remaining for all installments for items (a), (b), and (c).

**3. Application of Payments.** All payments under paragraphs 1 and 2 shall be applied by Lender as follows:

First, to the mortgage insurance premium to be paid by Lender to the Secretary or to the monthly charge by the Secretary instead of the monthly mortgage insurance premium;

Second, to any taxes, special assessments, leasehold payments or ground rents, and fire, flood and other hazard insurance premiums, as required;

Third, to interest due under the Note;

Fourth, to amortization of the principal of the Note; and


Fifth, to late charges due under the Note.

**4. Fire, Flood and Other Hazard Insurance.** Borrower shall insure all improvements on the Property, whether now in existence or subsequently erected, against any hazards, casualties, and contingencies, including fire, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. Borrower shall also insure all improvements on the Property, whether now in existence or subsequently erected, against loss by floods to the extent required by the Secretary. All insurance shall be carried with companies approved by Lender. The insurance policies and any renewals shall be held by Lender and shall include loss payable clauses in favor of, and in a form acceptable to, Lender.

In the event of loss, Borrower shall give Lender immediate notice by mail. Lender may make proof of loss if not made promptly by Borrower. Each insurance company concerned is hereby authorized and directed to make payment for such loss directly to Lender, instead of to Borrower and to Lender jointly. All or any part of the insurance proceeds may be applied by Lender, at its option, either (a) to the reduction of the indebtedness under the Note and this Security Instrument, first to any delinquent amounts applied in the order in paragraph 3, and then to prepayment of principal, or (b) to the restoration or repair of the damaged Property. Any application of the proceeds to the principal shall not extend or postpone the due date of the monthly payments which are referred to in paragraph 2, or change the amount of such payments. Any excess insurance proceeds over an amount required to pay all outstanding indebtedness under the Note and this Security Instrument shall be paid to the entity legally entitled thereto.

In the event of foreclosure of this Security Instrument or other transfer of title to the Property that extinguishes the indebtedness, all right, title and interest of Borrower in and to insurance policies in force shall pass to the purchaser.

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**5. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application;**

**Leaseholds.** Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument (or within sixty days of a later sale or transfer of the Property) and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender determines that requirement will cause undue hardship for Borrower, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall notify Lender of any extenuating circumstances. Borrower shall not commit waste or destroy, damage or substantially change the Property or allow the Property to deteriorate, reasonable wear and tear excepted. Lender may inspect the Property if the Property is vacant or abandoned or the loan is in default. Lender may take reasonable action to protect and preserve such vacant or abandoned Property. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and fee title shall not be merged unless Lender agrees to the merger in writing.

**6. Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in place of condemnation, are hereby assigned and shall be paid to Lender to the extent of the full amount of the indebtedness that remains unpaid under the Note and this Security Instrument. Lender shall apply such proceeds to the reduction of the indebtedness under the Note and this Security Instrument, first to any delinquent amounts applied in the order provided in paragraph 3, and then to prepayment of principal. Any application of the proceeds to the principal shall not extend or postpone the due date of the monthly payments, which are referred to in paragraph 2, or change the amount of such payments. Any excess proceeds over an amount required to pay all outstanding indebtedness under the Note and this Security Instrument shall be paid to the entity legally entitled thereto.


**7. Charges to Borrower and Protection of Lender's Rights in the Property.** Borrower shall pay all governmental or municipal charges, fines and impositions that are not included in paragraph 2. Borrower shall pay these obligations on time directly to the entity which is owed the payment. If failure to pay would adversely affect Lender's interest in the Property, upon Lender's request Borrower shall promptly furnish to Lender receipts evidencing these payments.

If Borrower fails to make these payments or the payments required by paragraph 2, or fails to perform any other covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, for condemnation or to enforce laws or regulations), then Lender may do and pay whatever is necessary to protect the value of the Property and Lender's rights in the Property, including payment of taxes, hazard insurance and other items mentioned in paragraph 2.

Any amounts disbursed by Lender under this paragraph shall become an additional debt of Borrower and be secured by this Security Instrument. These amounts shall bear interest from the date of disbursement, at the Note rate, and at the option of Lender, shall be immediately due and payable.

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; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; 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 may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

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 4 N(FL) (1302)

8. **Fees.** Lender may collect fees and charges authorized by the Secretary.

9. **Grounds for Acceleration of Debt.**

(a) **Default.** Lender may, except as limited by regulations issued by the Secretary, in the case of payment defaults, require immediate payment in full of all sums secured by this Security Instrument if:

- (i) Borrower defaults by failing to pay in full any monthly payment required by this Security Instrument prior to or on the due date of the next monthly payment, or
- (ii) Borrower defaults by failing, for a period of thirty days, to perform any other obligations contained in this Security Instrument.

(b) **Sale Without Credit Approval.** Lender shall, if permitted by applicable law (including Section 341(d) of the Garn-St. Germain Depository Institutions Act of 1982, 12 U.S.C. 1701j-3(d)) and with the prior approval of the Secretary, require immediate payment in full of all sums secured by this Security Instrument if:

- (i) All or part of the Property, or a beneficial interest in a trust owning all or part of the Property, is sold or otherwise transferred (other than by devise or descent), and
- (ii) The Property is not occupied by the purchaser or grantee as his or her principal residence, or the purchaser or grantee does so occupy the Property but his or her credit has not been approved in accordance with the requirements of the Secretary.

(c) **No Waiver.** If circumstances occur that would permit Lender to require immediate payment in full, but Lender does not require such payments, Lender does not waive its rights with respect to subsequent events.

(d) **Regulations of HUD Secretary.** In many circumstances regulations issued by the Secretary will limit Lender's rights, in the case of payment defaults, to require immediate payment in full and foreclose if not paid. This Security Instrument does not authorize acceleration or foreclosure if not permitted by regulations of the Secretary.

(e) **Mortgage Not Insured.** Borrower agrees that if this Security Instrument and the Note are not determined to be eligible for insurance under the National Housing Act within 60 days from the date hereof, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. A written statement of any authorized agent of the Secretary dated subsequent to 60 days from the date hereof, declining to insure this Security Instrument and the Note, shall be deemed conclusive proof of such ineligibility. Notwithstanding the foregoing, this option may not be exercised by Lender when the unavailability of insurance is solely due to Lender's failure to remit a mortgage insurance premium to the Secretary.

10. **Reinstatement.** Borrower has a right to be reinstated if Lender has required immediate payment in full because of Borrower's failure to pay an amount due under the Note or this Security Instrument. This right applies even after foreclosure proceedings are instituted. To reinstate the Security Instrument, Borrower shall tender in a lump sum all amounts required to bring Borrower's account current including, to the extent they are obligations of Borrower under this Security Instrument, foreclosure costs and reasonable and customary attorneys' fees and expenses properly associated with the foreclosure proceeding. Upon reinstatement by Borrower, this Security Instrument and the obligations that it secures shall remain in effect as if Lender had not required immediate payment in full. However, Lender is not required to permit reinstatement if: (i) Lender has accepted reinstatement after the commencement of foreclosure proceedings within two years immediately preceding the commencement of a current foreclosure proceeding, (ii) reinstatement will preclude foreclosure on different grounds in the future, or (iii) reinstatement will adversely affect the priority of the lien created by this Security Instrument.

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Page 5 of 9

Initials:

**11. Borrower Not Released; Forbearance By Lender Not a Waiver.** Extension of the time of payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successor in interest. Lender shall not be required to commence proceedings against any successor in interest or 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 Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

**12. Successors and Assigns Bound; Joint and Several Liability; Co-Signers.** The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 9(b). Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower'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 may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

**13. Notices.** Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

**14. Governing Law; Severability.** This Security Instrument shall be governed by Federal law and the law of the jurisdiction in which the Property is located. 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. To this end the provisions of this Security Instrument and the Note are declared to be severable.

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

**16. Hazardous Substances.** Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. 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.

Borrower shall promptly give Lender written notice of 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. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substances affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 16, "Hazardous Substances" are those substances defined as toxic or hazardous substances 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. As used in this paragraph 16, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

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

**17. Assignment of Rents.** Borrower unconditionally assigns and transfers to Lender all the rents and revenues of the Property. Borrower authorizes Lender or Lender's agents to collect the rents and revenues and hereby directs each tenant of the Property to pay the rents to Lender or Lender's agents. However, prior to Lender's notice to Borrower of Borrower's breach of any covenant or agreement in the Security Instrument, Borrower shall collect and receive all rents and revenues of the Property as trustee for the benefit of Lender and Borrower. This assignment of rents constitutes an absolute assignment and not an assignment for additional security only.

If Lender gives notice of breach to Borrower: (a) all rents received by Borrower shall be held by Borrower as trustee for benefit of Lender only, to be applied to the sums secured by the Security Instrument; (b) Lender shall be entitled to collect and receive all of the rents of the Property; and (c) each tenant of the Property shall pay all rents due and unpaid to Lender or Lender's agent on Lender's written demand to the tenant.

Borrower has not executed any prior assignment of the rents and has not and will not perform any act that would prevent Lender from exercising its rights under this paragraph 17.

Lender shall not be required to enter upon, take control of or maintain the Property before or after giving notice of breach to Borrower. However, Lender or a judicially appointed receiver may do so at any time there is a breach. Any application of rents shall not cure or waive any default or invalidate any other right or remedy of Lender. This assignment of rents of the Property shall terminate when the debt secured by the Security Instrument is paid in full.

**18. Foreclosure Procedure.** If Lender requires immediate payment in full under paragraph 9, Lender may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies in this paragraph 18, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

If the Lender's interest in this Security Instrument is held by the Secretary and the Secretary requires immediate payment in full under Paragraph 9, the Secretary may invoke the nonjudicial power of sale provided in the Single Family Mortgage Foreclosure Act of 1994 ("Act") (12 U.S.C. 3751 *et seq.*) by requesting a foreclosure commissioner designated under the Act to commence foreclosure and to sell the Property as provided in the Act. Nothing in the preceding sentence shall deprive the Secretary of any rights otherwise available to a Lender under this Paragraph 18 or applicable law.


**19. Release.** Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.

**20. Attorneys' Fees.** As used in this Security Instrument and the Note, "attorneys' fees" shall include any attorneys' fees awarded by an appellate court.

**21. Riders to this Security Instrument.** If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. [Check applicable box(es)].

- |   |  |  |
|---|--|--|
| <input type="checkbox"/> Condominium Rider              | <input type="checkbox"/> Growing Equity Rider    | <input type="checkbox"/> Other [specify] |
| <input type="checkbox"/> Planned Unit Development Rider | <input type="checkbox"/> Graduated Payment Rider |  |

NMLS# 93140

 4N(FL) (1302)

BY SIGNING BELOW, Borrower accepts and agrees to the terms contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

Witnesses:

\_\_\_\_\_  
*Roland Henderson* (Seal)  
ROLAND HENDERSON -Borrower

\_\_\_\_\_  
\_\_\_\_\_  
GLEND A VOLNEY (Seal)  
-Borrower

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

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

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



Virgin Islands, St. Thomas  
STATE OF FLORIDA, ~~MIAMI-DADE~~ *PP*

County ss:

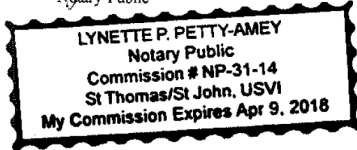
The foregoing instrument was acknowledged before me this MAY 16, 2014  
ROLAND HENDERSON AND ~~GLEENDA VOLNEY~~ *JMS*

by

who is personally known to me or who has produced  
as identification.

*VI Drivers License # C 000000243503*

*[Signature]*  
Notary Public



Loan origination organization CIS FINANCIAL SERVICES, INC., DBA CIS HOME LOANS  
NMLS ID 93140  
Loan originator LAURA LACEY  
NMLS ID 1092047

NMLS# 93140

VMP-4N(FL) (1302)



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**Exhibit A**

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF MIAMI-DADE, STATE OF Florida, AND IS DESCRIBED AS FOLLOWS:

LOTS 5 AND 6, BLOCK 4, OF MAGNOLIA SUBDIVISION, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 40, PAGE 80 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.

Parcel ID: 08-2122-003-0200

Commonly known as 2070 GRANT AVENUE, Opa Locka, FL 33054  
However, by showing this address no additional coverage is provided

BY SIGNING BELOW, Borrower accepts and agrees to the terms contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

Witnesses:

\_\_\_\_\_ (Seal)  
ROLAND HENDERSON -Borrower


\_\_\_\_\_ (Seal)  
*Glenda Volney*  
GLEND A VOLNEY -Borrower

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

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

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

NMLS# 93140

 4N(FL) (1302)

Virgin Islands, St. Thomas  
STATE OF FLORIDA, ~~MIAMI-DADE~~ *MP*

County ss:

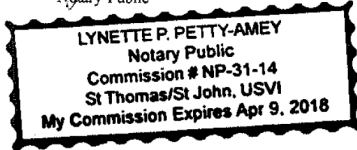
The foregoing instrument was acknowledged before me this MAY 16, 2014  
ROLAND HENDERSON AND ~~GLENDIA VOLNEY~~ *JMS*

by

who is personally known to me or who has produced  
as identification.

*VI Drivers License # C 000000243503*

*[Signature]*  
Notary Public



Loan origination organization CIS FINANCIAL SERVICES, INC., DBA CIS HOME LOANS  
NMLS ID 93140  
Loan originator LAURA LACEY  
NMLS ID 1092047

NMLS# 93140

VMP-4N(FL) (1302)

STATE OF FLORIDA, MIAMI-DADE

County ss:

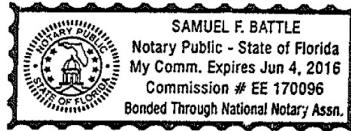
The foregoing instrument was acknowledged before me this **MAY 16, 2014**  
~~ROLAND HENDERSON~~ AND GLENDIA VOLNEY

by

who is personally known to me or who has produced  
as identification.

Driver: *L. Lacey*  
*[Signature]*

Notary Public



Loan origination organization CIS FINANCIAL SERVICES, INC., DBA CIS HOME LOANS  
NMLS ID 93140  
Loan originator LAURA LACEY  
NMLS ID 1092047

NMLS# 93140

4N(FL) (1302)

---

**Exhibit A**

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Parcel ID: 08-2122-003-0200

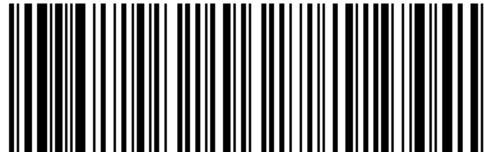
Commonly known as 2070 GRANT AVENUE, Opa Locka, FL 33054  
However, by showing this address no additional coverage is provided

# **Exhibit “C”**



For Returned Mail Only  
P.O. BOX 619033  
DALLAS, TX 75261-9033

**USPS CERTIFIED MAIL**



**9207 1969 0043 7100 0533 2451 81**

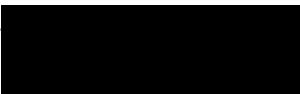
REPRESENTATION OF PRINTED

3-813-41825-0000031-001-101-000-000-000

GLEND A VOLNEY  
2070 GRANT AVE  
OPA LOCKA FL 33054-2849

May 25, 2022

Loan Number  
HUD/FHA Ca



AMOUNT DUE AS OF THE DATE OF THIS LETTER: \$5,659.29  
CURRENT FIRST PRINCIPAL BALANCE: \$152,171.43

AVISO IMPORTANTE PARA PERSONAS DE HABLA HISPANA. ESTA NOTIFICACION ES DE SUMA IMPORTANCIA, YA QUE AFECTA SU DERECHO DE CONTINUAR VIVIENDO EN SU HOGAR. SI NO ENTIENDE EL CONTENIDO DE ESTA CARTA, OBTENGA UNA TRADUCCION DE INMEDIATO. SI USTED NO RESPONDE DENTRO DE SIETE DIAS A PARTIR DE LA FECHA DE ESTA NOTIFICACION, USTED PODRIE EN UN FUTURO PERDER SU HOGAR.

Dear Customer,

YOUR SITUATION IS SERIOUS. YOU COULD LOSE YOUR HOME.

You are hereby notified that the captioned loan is in default. You have breached the terms of the mortgage/deed of trust securing your loan by failing to make the monthly payments due.

Your mortgage payment(s) are past due for 3 months. The total amount of late charges incurred is \$184.45. Your loan is past due for the months of: 03-01-22 through 05-25-22. These payments were due by the 1<sup>st</sup> of each of these months. If these payments are not received by 06-29-22 you could lose your home. If you have already mailed payments, please accept our thanks.

As of the date of this letter, the amount necessary to bring your mortgage current and reinstate your loan is \$5,659.29. Because of interest, late charges, and other charges that may vary from day to day, the amount due on the day you pay may be greater. If another monthly payment becomes due before the date shown below, you will need to add that payment amount to the amount due listed above in order to reinstate this loan. We must receive the payment no later than 06-29-22. Please call (866) 867-0330 to obtain further information about payment amounts and options.



First Class Mail:  
The Money Source Inc.  
P.O. Box 650094  
Dallas, TX 75265-0094

Overnight Mail:  
The Money Source Inc.  
500 S Broad St. Suite 100A  
Meriden, CT 06450

The acceptance of any partial payments by The Money Source Inc. does not constitute a waiver of rights and The Money Source Inc. reserves all of its rights against the borrower notwithstanding the application of the partial payment to the loan.

Failure to cure the default on or before 06-29-22 may result in acceleration of the sums secured by the mortgage and sale of the property. This is to further advise you that you have the right to reinstate after the acceleration and the right to bring a court action to assert the non-existence of a default or any other defense you have as to the acceleration and sale. You could lose your home unless you bring this loan current.

If you are unable to cure this default by the expiration date above, you will still have the right to reinstate your loan prior to a foreclosure sale by paying all the sums due to be paid as stated above and any other sums then due under the mortgage/deed of trust and note, including all expenses incurred by The Money Source Inc. and the foreclosure firm while enforcing the Mortgage/Deed of Trust. Please note that if we are forced to start foreclosure, additional attorney's fees and legal charges will be added to the amount owed.

If you have missed your mortgage payments because of a condition which you could not control (such as illness, loss of your job, or some other serious condition that made it impossible for you to make your mortgage payment), the Department of Housing and Urban Development (HUD) may be able to help you.

You may call a HUD-approved housing counseling agency shown on the enclosed list or use the HUD toll free nationwide number, which is 1-800-569-4287, to obtain a list of housing counseling agencies in your area, or, if you prefer, you may contact an attorney. Persons with hearing or speech impairments who may need a Telecommunication Device for the Deaf (TDD) or Text Telephone (TTY), may reach this number by calling the Federal Information Relay Service at 1-800-877-8339 for more information about available programs and guidance on your options.

We're on a mission to inspire happy customers and are here to help you in any way we can. If you have any questions, please feel free to contact one of our highly-trained Customer Care Team Members at (866) 867-0330. They are available Monday through Friday from 8 am to 9 pm ET, and Saturday from 8 am to 12 pm ET, excluding major holidays. You may also view additional information regarding your mortgage on the self-service Borrower Portal at [www.TMScustomer.com](http://www.TMScustomer.com).

Please see attached legal disclaimer for additional information.

Sincerely,

Customer Resolution Department

## **Important Notices and Disclosures**

**Important Notice Regarding Partial Payments Insufficient to Cure the Default:** Your Mortgage Servicer may, in its sole discretion, accept partial payments made on your mortgage loan after the issuance of this Breach Letter. Any partial payments received will be applied to your mortgage loan in accordance with your loan documents. Any partial payments made which are insufficient to cure the payment default will not serve to reinstate your mortgage loan and the property will still be subject to foreclosure absent full reinstatement. By accepting a partial payment that is insufficient to cure the default, your mortgage servicer does not constitute a waiver of the demand, a waiver of the default, or any other rights of the lender or servicer of your mortgage loan under the loan documents, including the right to pursue foreclosure.

**Notice:** This is a communication from a debt collector attempting to collect a debt. Any information obtained will be used for that purpose. 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.

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- Click on a state to get the latest information, including program status, eligibility requirements, and how to apply for financial assistance.

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Como administrador de su hipoteca, nos complace coordinar con las Agencias de Financiamiento de vivienda Estatales y los programas estatales de HAF para que nuestros clientes se pongan al día.

- Para obtener más información sobre el programa HAF de su estado, visite el sitio web de NCSHA arriba.
- El sitio web proporciona un *mapa interactivo del Fondo de Asistencia para Propietarios por Estado* que le permite ver la información de HAF para su estado.
- Haga clic en un estado para obtener la información más reciente, incluyendo el estatus del programa, los requisitos de elegibilidad y cómo solicitar asistencia financiera.

## SHOULD I BE AWARE OF ANYTHING ELSE?

Be aware of foreclosure prevention scams! You may be approached by organizations with official sounding names offering a quick fix to your mortgage problems. They often charge hefty fees or require that you “temporarily” sign over your deed to them. Remember — solutions that sound too good to be true usually are. These precautions will help you avoid being taken by a scam artist:

1. Never sign any papers you don't fully understand.
  2. Check with a lawyer, your lender or trusted advisor, or a HUD-approved housing counselor before entering into any deal involving a loan assumption, contract of sale or a transfer of the deed to your home.
  3. If you can't afford your current mortgage, don't be talked into refinancing into a new loan with a higher payment.
- To find a HUD counselor in your area call:  
**1-800-569-4287 or TDD 1-800-877-8339.**

## WHAT IS FHA?

The Federal Housing Administration is part of the U.S. Department of Housing and Urban Development (HUD). FHA provides mortgage insurance to approved lenders who in turn offer mortgage loan financing to individuals and families throughout the United States and territories. The FHA mortgage insurance enables approved mortgagees to provide home loans to eligible borrowers who might not otherwise qualify for other mortgage loan financing. FHA borrowers are often first-time homebuyers, moderate income families or folks who can't afford a large downpayment.

To learn more about FHA's programs, please visit:

[www.hud.gov/fha](http://www.hud.gov/fha) or contact the  
FHA Resource Center:  
1-800-CALL-FHA (1-800-225-5342)  
**Federally Insured, Always There!**



U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT  
FEDERAL HOUSING ADMINISTRATION  
451 SEVENTH STREET S.W.  
WASHINGTON, D.C. 20410



HUD- 2008-5-FHA  
April 2012

005-4010-0114F

## SAVE YOUR HOME Tips to Avoid Foreclosure



[www.hud.gov/fha](http://www.hud.gov/fha)  
**1-800-CALL-FHA**  
(1-800-225-5342)



## HELP! I CAN'T MAKE MY MORTGAGE PAYMENT.

Every day thousands of people like you have trouble making the next mortgage payment. Though things may seem hopeless, help is available. However, you need to take the first step! If you ignore the problem you may lose your home to foreclosure, possibly affecting your ability to qualify for credit or to rent another home.

### WHAT SHOULD I DO?

1. Contact your lender right away. You can find a contact number on your mortgage statement. When you call, be prepared to explain:
  - ✓ Why you are unable to make your payment.
  - ✓ Whether the problem is temporary or permanent.
  - ✓ Details about your income, expenses, and other assets like cash in the bank.
2. If you are uncomfortable talking to your lender, a HUD-approved housing counseling agency can help you understand your options. These services are free of charge.
3. Open all of the mail you receive from your lender. It contains valuable information about repayment options. Later mail may have important legal notices. Failing to read the mail will not prevent a foreclosure action.
4. Look for ways to increase the amount you have available to make your mortgage payments. Can you cancel cable TV, pack lunches, or get a part-time job? While these actions may not replace all of your lost income, they send a strong message to your lender that you are serious about keeping your home.

**NOTHING IS WORSE THAN DOING NOTHING!**

## WHAT OPTIONS WILL HELP ME KEEP MY HOME?

FHA provides, as part of its insurance contract with lenders, loss mitigation actions the lender must evaluate and take, when appropriate, to reduce financial losses on loans in default. Your lender needs information from you to fully evaluate these options. If you want to keep your home, talk to your lender about available workout options for home retention. While the options listed here are for borrowers with FHA-insured loans, most lenders offer similar workout plans designed to help you keep your home.

**Special Forbearance.** Your lender may provide for a temporary reduction or suspension of your payments to allow you time to overcome the problem that reduced your income. Then you may be offered a payment plan so you can pay back the missed payments a little at a time until you are caught up. An extended forbearance period may be provided to unemployed borrowers who are actively seeking employment.

**Mortgage Modification.** A modification is a permanent change to your loan through which the overdue payments may be added to your loan balance, the interest rate may be changed or the number of years you have to pay off the loan may be extended.

**Partial Claim.** In a Partial Claim, a borrower receives a second loan in an amount necessary to bring the delinquent loan current. The loan is interest free and does not need to be repaid until you pay off your first mortgage or sell your house. This option is only available to borrowers with FHA-insured loans. However, if you have a conventional loan, ask your lender if they offer an "advance claim."

### FHA-Home Affordable Modification Program

**(FHA-HAMP).** This option combines an enhanced partial claim with a loan modification. Under the FHA-HAMP, the partial claim loan will not only include any amounts necessary to bring your mortgage current but

may also include an amount to reduce your existing loan balance by up to 30%. The reduced loan balance will then be modified to lower your monthly mortgage payment to an affordable level. As described above, the partial claim loan is interest free, but must be repaid when you pay off your first mortgage or sell your house.

To qualify for any of these options, you will need to provide your lender with current information about your income and expenses. Also, your lender may require that you agree to a payment plan for three or more months to demonstrate your commitment before you are approved for a modification or partial claim.

## WHAT OPTIONS DO I HAVE IF I CAN'T KEEP MY HOME?

If your income or expenses have changed so much that you are not able to continue paying the mortgage even under a workout plan offered by your lender, you should consider the options below.

**Pre-foreclosure sale.** With your lender's permission you can offer your house for sale and sell it at fair market value even if the amount you receive from the sale is less than the amount you owe. If you meet certain conditions, you may be eligible to receive relocation expenses.

**Deed-in-lieu of foreclosure.** As a last resort, you may be able to voluntarily give your property back to your lender. If you leave the property clean and undamaged you may be eligible to receive relocation expenses.

There could be income tax consequences to any plan that reduces the amount of debt you owe so check with a tax advisor before accepting these workout options.

### Contact FHA

Struggling homeowners with FHA-insured loans can get assistance by contacting HUD's National Servicing Center at (877) 622-8525. Persons with hearing or speech impairments may reach this number via TDD/TTY by calling (800) 877-8339.



## BEHIND ON YOUR MORTGAGE PAYMENTS?

*Help is available.*

*FREE assistance from HUD-approved housing counseling agencies is available to you.*

**Housing Counselors** at non-profit or government agencies approved by the U.S. Department of Housing and Urban Development (HUD) are trained to help homeowners who are having problems making their mortgage payments. Counselors can help you find the best option for your situation.

### HUD-approved Housing Counselors will:

- Work with you in person or over the phone.
- Help you understand your housing options.
- Help communicate with your lender.
- Recommend financial tools to help you solve current problems and avoid future ones.
- Connect you with local resources that may provide you with additional assistance.

### This Help is Free.

HUD approved housing counseling agencies cannot charge to help you explore your options if you are having trouble paying your mortgage loan.

- Watch out for companies that charge a fee for these services. It may be a scam.
- Check [www.hud.gov/findacounselor](http://www.hud.gov/findacounselor) to confirm the counseling agency is HUD-approved.

### HOW TO FIND A HOUSING COUNSELOR TODAY:

**Online.** Search for a housing counseling agency near you at: [www.hud.gov/findacounselor](http://www.hud.gov/findacounselor) or <http://www.consumerfinance.gov/find-a-housing-counselor/>

**By Phone.** Call HUD's Housing Counseling Locator Service at **(800) 569-4287**.

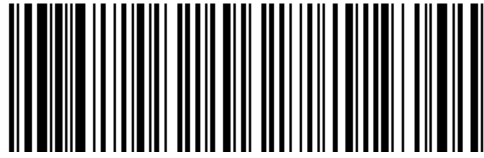
- Persons with hearing or speech impairments may access this number via TTY by calling the Federal Information Relay Service at **(800) 877-8339**.
- Comprehensive foreclosure assistance is available around the clock at **(888) 995-HOPE (4673)**.





For Returned Mail Only  
P.O. BOX 619033  
DALLAS, TX 75261-9033

**USPS CERTIFIED MAIL**



**9207 1969 0043 7100 0533 2451 74**

REPRESENTATION OF PRINTED

6-813-41825-0000030-001-101-000-000-000

ROLAND HENDERSON  
2070 GRANT AVE  
OPA LOCKA FL 33054-2849

May 25, 2022

Loan Number  
HUD/FHA Ca



AMOUNT DUE AS OF THE DATE OF THIS LETTER: \$5,659.29  
CURRENT FIRST PRINCIPAL BALANCE: \$152,171.43

AVISO IMPORTANTE PARA PERSONAS DE HABLA HISPANA. ESTA NOTIFICACION ES DE SUMA IMPORTANCIA, YA QUE AFECTA SU DERECHO DE CONTINUAR VIVIENDO EN SU HOGAR. SI NO ENTIENDE EL CONTENIDO DE ESTA CARTA, OBTenga UNA TRADUCCION DE INMEDIATO. SI USTED NO RESPONDE DENTRO DE SIETE DIAS A PARTIR DE LA FECHA DE ESTA NOTIFICACION, USTED PUDIESE EN UN FUTURO PERDER SU HOGAR.

Dear Customer,

YOUR SITUATION IS SERIOUS. YOU COULD LOSE YOUR HOME.

You are hereby notified that the captioned loan is in default. You have breached the terms of the mortgage/deed of trust securing your loan by failing to make the monthly payments due.

Your mortgage payment(s) are past due for 3 months. The total amount of late charges incurred is \$184.45. Your loan is past due for the months of: 03-01-22 through 05-25-22. These payments were due by the 1<sup>st</sup> of each of these months. If these payments are not received by 06-29-22 you could lose your home. If you have already mailed payments, please accept our thanks.

As of the date of this letter, the amount necessary to bring your mortgage current and reinstate your loan is \$5,659.29. Because of interest, late charges, and other charges that may vary from day to day, the amount due on the day you pay may be greater. If another monthly payment becomes due before the date shown below, you will need to add that payment amount to the amount due listed above in order to reinstate this loan. We must receive the payment no later than 06-29-22. Please call (866) 867-0330 to obtain further information about payment amounts and options.

First Class Mail:  
The Money Source Inc.  
P.O. Box 650094  
Dallas, TX 75265-0094

Overnight Mail:  
The Money Source Inc.  
500 S Broad St. Suite 100A  
Meriden, CT 06450

The acceptance of any partial payments by The Money Source Inc. does not constitute a waiver of rights and The Money Source Inc. reserves all of its rights against the borrower notwithstanding the application of the partial payment to the loan.

Failure to cure the default on or before 06-29-22 may result in acceleration of the sums secured by the mortgage and sale of the property. This is to further advise you that you have the right to reinstate after the acceleration and the right to bring a court action to assert the non-existence of a default or any other defense you have as to the acceleration and sale. You could lose your home unless you bring this loan current.

If you are unable to cure this default by the expiration date above, you will still have the right to reinstate your loan prior to a foreclosure sale by paying all the sums due to be paid as stated above and any other sums then due under the mortgage/deed of trust and note, including all expenses incurred by The Money Source Inc. and the foreclosure firm while enforcing the Mortgage/Deed of Trust. Please note that if we are forced to start foreclosure, additional attorney's fees and legal charges will be added to the amount owed.

If you have missed your mortgage payments because of a condition which you could not control (such as illness, loss of your job, or some other serious condition that made it impossible for you to make your mortgage payment), the Department of Housing and Urban Development (HUD) may be able to help you.

You may call a HUD-approved housing counseling agency shown on the enclosed list or use the HUD toll free nationwide number, which is 1-800-569-4287, to obtain a list of housing counseling agencies in your area, or, if you prefer, you may contact an attorney. Persons with hearing or speech impairments who may need a Telecommunication Device for the Deaf (TDD) or Text Telephone (TTY), may reach this number by calling the Federal Information Relay Service at 1-800-877-8339 for more information about available programs and guidance on your options.

We're on a mission to inspire happy customers and are here to help you in any way we can. If you have any questions, please feel free to contact one of our highly-trained Customer Care Team Members at (866) 867-0330. They are available Monday through Friday from 8 am to 9 pm ET, and Saturday from 8 am to 12 pm ET, excluding major holidays. You may also view additional information regarding your mortgage on the self-service Borrower Portal at [www.TMScustomer.com](http://www.TMScustomer.com).

Please see attached legal disclaimer for additional information.

Sincerely,

Customer Resolution Department

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Como administrador de su hipoteca, nos complace coordinar con las Agencias de Financiamiento de vivienda Estatales y los programas estatales de HAF para que nuestros clientes se pongan al día.

- Para obtener más información sobre el programa HAF de su estado, visite el sitio web de NCSHA arriba.
- El sitio web proporciona un *mapa interactivo del Fondo de Asistencia para Propietarios por Estado* que le permite ver la información de HAF para su estado.
- Haga clic en un estado para obtener la información más reciente, incluyendo el estatus del programa, los requisitos de elegibilidad y cómo solicitar asistencia financiera.

## SHOULD I BE AWARE OF ANYTHING ELSE?

Beware of foreclosure prevention scams! You may be approached by organizations with official sounding names offering a quick fix to your mortgage problems. They often charge hefty fees or require that you “temporarily” sign over your deed to them. Remember — solutions that sound too good to be true usually are. These precautions will help you avoid being taken by a scam artist:

1. Never sign any papers you don't fully understand.
  2. Check with a lawyer, your lender or trusted advisor, or a HUD-approved housing counselor before entering into any deal involving a loan assumption, contract of sale or a transfer of the deed to your home.
  3. If you can't afford your current mortgage, don't be talked into refinancing into a new loan with a higher payment.
- To find a HUD counselor in your area call:  
**1-800-569-4287 or TDD 1-800-877-8339.**

## WHAT IS FHA?

The Federal Housing Administration is part of the U.S. Department of Housing and Urban Development (HUD). FHA provides mortgage insurance to approved lenders who in turn offer mortgage loan financing to individuals and families throughout the United States and territories. The FHA mortgage insurance enables approved mortgagees to provide home loans to eligible borrowers who might not otherwise qualify for other mortgage loan financing. FHA borrowers are often first-time homebuyers, moderate income families or folks who can't afford a large downpayment.

To learn more about FHA's programs, please visit:

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1-800-CALL-FHA (1-800-225-5342)  
**Federally Insured, Always There!**



U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT  
FEDERAL HOUSING ADMINISTRATION  
451 SEVENTH STREET S.W.  
WASHINGTON, D.C. 20410



HUD- 2008-5-FHA  
April 2012

005-4010-0114F

## SAVE YOUR HOME Tips to Avoid Foreclosure



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## HELP! I CAN'T MAKE MY MORTGAGE PAYMENT.

Every day thousands of people like you have trouble making the next mortgage payment. Though things may seem hopeless, help is available. However, you need to take the first step! If you ignore the problem you may lose your home to foreclosure, possibly affecting your ability to qualify for credit or to rent another home.

### WHAT SHOULD I DO?

1. Contact your lender right away. You can find a contact number on your mortgage statement. When you call, be prepared to explain:
  - ✓ Why you are unable to make your payment.
  - ✓ Whether the problem is temporary or permanent.
  - ✓ Details about your income, expenses, and other assets like cash in the bank.
2. If you are uncomfortable talking to your lender, a HUD-approved housing counseling agency can help you understand your options. These services are free of charge.
3. Open all of the mail you receive from your lender. It contains valuable information about repayment options. Later mail may have important legal notices. Failing to read the mail will not prevent a foreclosure action.
4. Look for ways to increase the amount you have available to make your mortgage payments. Can you cancel cable TV, pack lunches, or get a part-time job? While these actions may not replace all of your lost income, they send a strong message to your lender that you are serious about keeping your home.

**NOTHING IS WORSE THAN DOING NOTHING!**

## WHAT OPTIONS WILL HELP ME KEEP MY HOME?

FHA provides, as part of its insurance contract with lenders, loss mitigation actions the lender must evaluate and take, when appropriate, to reduce financial losses on loans in default. Your lender needs information from you to fully evaluate these options. If you want to keep your home, talk to your lender about available workout options for home retention. While the options listed here are for borrowers with FHA-insured loans, most lenders offer similar workout plans designed to help you keep your home.

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**Mortgage Modification.** A modification is a permanent change to your loan through which the overdue payments may be added to your loan balance, the interest rate may be changed or the number of years you have to pay off the loan may be extended.

**Partial Claim.** In a Partial Claim, a borrower receives a second loan in an amount necessary to bring the delinquent loan current. The loan is interest free and does not need to be repaid until you pay off your first mortgage or sell your house. This option is only available to borrowers with FHA-insured loans. However, if you have a conventional loan, ask your lender if they offer an "advance claim."

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**Beware of Scams! If It Sounds Too Good To Be True...It Usually Is.**

**Report mortgage fraud. Call 1-800-347-3735.**





## BEHIND ON YOUR MORTGAGE PAYMENTS?

*Help is available.*

*FREE assistance from HUD-approved housing counseling agencies is available to you.*

**Housing Counselors** at non-profit or government agencies approved by the U.S. Department of Housing and Urban Development (HUD) are trained to help homeowners who are having problems making their mortgage payments. Counselors can help you find the best option for your situation.

### **HUD-approved Housing Counselors will:**

- Work with you in person or over the phone.
- Help you understand your housing options.
- Help communicate with your lender.
- Recommend financial tools to help you solve current problems and avoid future ones.
- Connect you with local resources that may provide you with additional assistance.

### **This Help is Free.**

HUD approved housing counseling agencies cannot charge to help you explore your options if you are having trouble paying your mortgage loan.

- Watch out for companies that charge a fee for these services. It may be a scam.
- Check [www.hud.gov/findacounselor](http://www.hud.gov/findacounselor) to confirm the counseling agency is HUD-approved.

### **HOW TO FIND A HOUSING COUNSELOR TODAY:**

**Online.** Search for a housing counseling agency near you at: [www.hud.gov/findacounselor](http://www.hud.gov/findacounselor) or <http://www.consumerfinance.gov/find-a-housing-counselor/>

**By Phone.** Call HUD's Housing Counseling Locator Service at **(800) 569-4287**.

- Persons with hearing or speech impairments may access this number via TTY by calling the Federal Information Relay Service at **(800) 877-8339**.
- Comprehensive foreclosure assistance is available around the clock at **(888) 995-HOPE (4673)**.



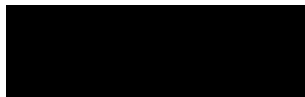
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P.O. Box 619063  
Dallas, TX 75261-9063

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ROLAND HENDERSON  
2070 GRANT AVE  
OPA LOCKA FL 33054-2849

May 25, 2022

Loan Numbe  
HUD/FHA Ca



AMOUNT DUE AS OF THE DATE OF THIS LETTER: \$5,659.29  
CURRENT FIRST PRINCIPAL BALANCE: \$152,171.43

AVISO IMPORTANTE PARA PERSONAS DE HABLA HISPANA. ESTA NOTIFICACION ES DE SUMA IMPORTANCIA, YA QUE AFECTA SU DERECHO DE CONTINUAR VIVIENDO EN SU HOGAR. SI NO ENTIENDE EL CONTENIDO DE ESTA CARTA, OBTenga UNA TRADUCCION DE INMEDIATO. SI USTED NO RESPONDE DENTRO DE SIETE DIAS A PARTIR DE LA FECHA DE ESTA NOTIFICACION, USTED PODRIE EN UN FUTURO PERDER SU HOGAR.

Dear Customer,

YOUR SITUATION IS SERIOUS. YOU COULD LOSE YOUR HOME.

You are hereby notified that the captioned loan is in default. You have breached the terms of the mortgage/deed of trust securing your loan by failing to make the monthly payments due.

Your mortgage payment(s) are past due for 3 months. The total amount of late charges incurred is \$184.45. Your loan is past due for the months of: 03-01-22 through 05-25-22. These payments were due by the 1<sup>st</sup> of each of these months. If these payments are not received by 06-29-22 you could lose your home. If you have already mailed payments, please accept our thanks.

As of the date of this letter, the amount necessary to bring your mortgage current and reinstate your loan is \$5,659.29. Because of interest, late charges, and other charges that may vary from day to day, the amount due on the day you pay may be greater. If another monthly payment becomes due before the date shown below, you will need to add that payment amount to the amount due listed above in order to reinstate this loan. We must receive the payment no later than 06-29-22. Please call (866) 867-0330 to obtain further information about payment amounts and options.

First Class Mail:  
The Money Source Inc.  
P.O. Box 650094  
Dallas, TX 75265-0094

Overnight Mail:  
The Money Source Inc.  
500 S Broad St. Suite 100A  
Meriden, CT 06450

The acceptance of any partial payments by The Money Source Inc. does not constitute a waiver of rights and The Money Source Inc. reserves all of its rights against the borrower notwithstanding the application of the partial payment to the loan.

Failure to cure the default on or before 06-29-22 may result in acceleration of the sums secured by the mortgage and sale of the property. This is to further advise you that you have the right to reinstate after the acceleration and the right to bring a court action to assert the non-existence of a default or any other defense you have as to the acceleration and sale. You could lose your home unless you bring this loan current.

If you are unable to cure this default by the expiration date above, you will still have the right to reinstate your loan prior to a foreclosure sale by paying all the sums due to be paid as stated above and any other sums then due under the mortgage/deed of trust and note, including all expenses incurred by The Money Source Inc. and the foreclosure firm while enforcing the Mortgage/Deed of Trust. Please note that if we are forced to start foreclosure, additional attorney's fees and legal charges will be added to the amount owed.

If you have missed your mortgage payments because of a condition which you could not control (such as illness, loss of your job, or some other serious condition that made it impossible for you to make your mortgage payment), the Department of Housing and Urban Development (HUD) may be able to help you.

You may call a HUD-approved housing counseling agency shown on the enclosed list or use the HUD toll free nationwide number, which is 1-800-569-4287, to obtain a list of housing counseling agencies in your area, or, if you prefer, you may contact an attorney. Persons with hearing or speech impairments who may need a Telecommunication Device for the Deaf (TDD) or Text Telephone (TTY), may reach this number by calling the Federal Information Relay Service at 1-800-877-8339 for more information about available programs and guidance on your options.

We're on a mission to inspire happy customers and are here to help you in any way we can. If you have any questions, please feel free to contact one of our highly-trained Customer Care Team Members at (866) 867-0330. They are available Monday through Friday from 8 am to 9 pm ET, and Saturday from 8 am to 12 pm ET, excluding major holidays. You may also view additional information regarding your mortgage on the self-service Borrower Portal at [www.TMScustomer.com](http://www.TMScustomer.com).

Please see attached legal disclaimer for additional information.

Sincerely,

Customer Resolution Department

## **Important Notices and Disclosures**

**Important Notice Regarding Partial Payments Insufficient to Cure the Default:** Your Mortgage Servicer may, in its sole discretion, accept partial payments made on your mortgage loan after the issuance of this Breach Letter. Any partial payments received will be applied to your mortgage loan in accordance with your loan documents. Any partial payments made which are insufficient to cure the payment default will not serve to reinstate your mortgage loan and the property will still be subject to foreclosure absent full reinstatement. By accepting a partial payment that is insufficient to cure the default, your mortgage servicer does not constitute a waiver of the demand, a waiver of the default, or any other rights of the lender or servicer of your mortgage loan under the loan documents, including the right to pursue foreclosure.

**Notice:** This is a communication from a debt collector attempting to collect a debt. Any information obtained will be used for that purpose. 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.

**Credit Reporting Notice:** Please note that we may report the delinquency status of your loan to credit reporting agencies as well as your entry into a Forbearance Plan in accordance with the requirements of the Fair Credit Reporting Act and the Consumer Data Industry Association requirements. CREDIT SCORING COMPANIES MAY CONSIDER THE ENTRY INTO A FORBEARANCE PLAN AS AN INCREASED CREDIT RISK. AS A RESULT, ENTERING INTO A FORBEARANCE PLAN MAY ADVERSELY AFFECT YOUR CREDIT SCORE, PARTICULARLY IF YOU ARE CURRENT ON YOUR MORTGAGE OR OTHERWISE HAVE A GOOD CREDIT SCORE. HOWEVER, A FORECLOSURE WOULD HAVE A MORE NEGATIVE IMPACT TO YOUR CREDIT SCORE.

**Notice:** If you are currently a debtor in a bankruptcy proceeding or have received a discharge in bankruptcy of any debt to this mortgage servicer and have not reaffirmed that debt pursuant to 11 U.S.C. Section 524(C), does not intend to enforce such debt against you and this communication is not an attempt to collect such debt against you personally. Please note, however, that the mortgage servicer reserves all rights to collect all amounts due to it from any collateral as to which it holds a mortgage or other security interest, and from any borrower who has not received a bankruptcy discharge.

**Notice Regarding Military Service:** IF YOU ARE CURRENTLY OR HAVE WITHIN THE LAST NINE (9) MONTHS BEEN IN THE MILITARY SERVICE PLEASE NOTIFY US IMMEDIATELY. YOU MAY BE ENTITLED TO RELIEF UNDER THE SERVICEMEMBERS CIVIL RELIEF ACT. YOU MAY ALSO CALL (800)342-9647 FOR FURTHER ASSISTANCE OR VISIT WWW.MILITARYONESOURCE.MIL. WHEN CONTACTING THIS OFFICE AS TO MILITARY SERVICE, YOU MUST PROVIDE US WITH POSITIVE PROOF AS TO YOUR MILITARY STATUS.

Servicemembers and dependents with questions about the SCRA should contact their unit's Judge Advocate, or their installation's Legal Assistance Officer. A military legal assistance office locator for all branches of the Armed Forces is available at <https://legalassistance.law.af.mil/>.

**Notice Regarding Military Service:** If you are a service member, it is recommended that you obtain guidance from your employer regarding the impact that a pre-foreclosure sale or deed-in-lieu could have on your security clearance and employment. Be advised that pre-foreclosure sales and deed-in-lieu transactions are generally reported to the Credit Alert Interactive Voice Response System (CAIVRS), which may result in your inability to obtain government financing or affect other government benefits for a certain period of time.

**Notice Regarding Deed-in-Lieu of Foreclosure:** Pursuant to Section 204 of the National Housing Act (12 U.S.C. 1710), for FHA-insured mortgages, your mortgage must be in Default on the date the Deed-in-Lieu special warranty deed is executed. Deed-in-Lieu transactions are generally reported to consumer reporting agencies and will likely affect your ability to obtain another mortgage and other types of credit. If you are a servicemember, it is recommended that the you obtain guidance from your employer regarding the Deed-in-Lieu impact on your security clearance and employment.

**Notice Regarding Pre-Foreclosure Sale:** Pursuant to Section 204(a)(1)(D) of the National Housing Act (12 U.S.C. 1710), for FHA-insured mortgages, your mortgage must be in Default on the date the pre-foreclosure sale transaction closes. Pre-Foreclosure Sale transactions are generally reported to consumer reporting agencies and will likely affect your ability to obtain another mortgage and other types of credit. If you are a servicemember, it is recommended that the you obtain guidance from your employer regarding the Pre-Foreclosure Sale's impact on your security clearance and employment.

**Notice Regarding Assistance:** Get Help Today! Experts from HUD-approved housing counseling agencies work in your best interest at no cost to you:

\* For more information about available programs and guidance on your options, call (888) 995-HOPE (4673). Call 24 hours a day, 7 days a week, 365 days a year for help in more than 170 languages.

\*For Borrowers who may need a Telecommunication Device for the Deaf (TDD) or Text Telephone (TTY), you can call the toll-free Federal Information Relay Service number at (800) 877-8339) more information about available programs and guidance on your options.

\* For foreclosure prevention counseling, contact a HUD-approved housing counseling agency in a city near you by visiting [www.hud.gov/findacounselor](http://www.hud.gov/findacounselor).

\* For help completing and submitting your application for mortgage help, contact one of the agencies participating in the National Foreclosure Mitigation Counseling (NFMC) program.

**Notice Regarding Account Errors and Information:** You have certain rights under Federal law related to resolving account errors and requesting information about your account. If you think there is an error with your mortgage loan account or if you wish to request information about your mortgage loan, you must write to us at the following address:

ATTN: Customer Care Escalation  
500 S Broad St. Suite 100A  
Meriden, CT 06450

In your letter, please include the following information: Your full name, your account number, your mailing address and a brief description of the error you believe has occurred with your mortgage loan; or the account information you are requesting. Within five (5) days (excluding legal public holidays, Saturdays and Sundays), of receiving a written notice of error or a written request for information, we will provide a written acknowledgment of receipt of the notice of error or request for information. We will then review your correspondence and provide a response within thirty (30) days of receipt.

**Notice Regarding Equal Credit:** The Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age (provided the applicant has the capacity to enter into a binding contract); because all or part of the applicant's income derives from public assistance program; or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act. If you believe there has been discrimination in handling your application, you should contact:

Consumer Financial Protection Bureau  
P.O. Box 2900  
Clinton, IA 52733-2900

### **Notice of Homeowner Assistance Fund Availability**

The Homeowner Assistance Fund (HAF) is a federal program authorized by The American Rescue Plan Act of 2021. The purpose of the HAF is to help homeowners experiencing a financial hardship as a result of COVID-19 catch up on mortgage and utility bills and pay other housing costs. Funds from the HAF may be used for assistance with past-due mortgage payments, homeowner's insurance, utility payments, and other specified purposes. Each state is responsible for requesting and disbursing funds under their own HAF programs. As state programs become available, they will be listed on the National Council of State Housing Agencies (NCSHA) website at <https://www.ncsha.org/homeowner-assistance-fund/>.

As your mortgage servicer, we are happy to coordinate with the State Housing Finance Agencies and state HAF programs on getting our customers back on track.

- For more information on your state HAF program, please visit the NCSHA website above.
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- Click on a state to get the latest information, including program status, eligibility requirements, and how to apply for financial assistance.

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**Housing Counselors** at non-profit or government agencies approved by the U.S. Department of Housing and Urban Development (HUD) are trained to help homeowners who are having problems making their mortgage payments. Counselors can help you find the best option for your situation.

### HUD-approved Housing Counselors will:

- Work with you in person or over the phone.
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- Recommend financial tools to help you solve current problems and avoid future ones.
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### This Help is Free.

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- Watch out for companies that charge a fee for these services. It may be a scam.
- Check [www.hud.gov/findacounselor](http://www.hud.gov/findacounselor) to confirm the counseling agency is HUD-approved.

### HOW TO FIND A HOUSING COUNSELOR TODAY:

**Online.** Search for a housing counseling agency near you at: [www.hud.gov/findacounselor](http://www.hud.gov/findacounselor) or <http://www.consumerfinance.gov/find-a-housing-counselor/>

**By Phone.** Call HUD's Housing Counseling Locator Service at **(800) 569-4287**.

- Persons with hearing or speech impairments may access this number via TTY by calling the Federal Information Relay Service at **(800) 877-8339**.
- Comprehensive foreclosure assistance is available around the clock at **(888) 995-HOPE (4673)**.



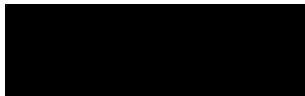
REPRESENTATION OF PRINTED DOCUMENT  
For Returned Mail Only  
P.O. Box 619063  
Dallas, TX 75261-9063

1-813-41824-0000031-001-101-000-000-000

GLENDA VOLNEY  
2070 GRANT AVE  
OPA LOCKA FL 33054-2849

May 25, 2022

Loan Number  
HUD/FHA Ca



AMOUNT DUE AS OF THE DATE OF THIS LETTER: \$5,659.29  
CURRENT FIRST PRINCIPAL BALANCE: \$152,171.43

AVISO IMPORTANTE PARA PERSONAS DE HABLA HISPANA. ESTA NOTIFICACION ES DE SUMA IMPORTANCIA, YA QUE AFECTA SU DERECHO DE CONTINUAR VIVIENDO EN SU HOGAR. SI NO ENTIENDE EL CONTENIDO DE ESTA CARTA, OBTenga UNA TRADUCCION DE INMEDIATO. SI USTED NO RESPONDE DENTRO DE SIETE DIAS A PARTIR DE LA FECHA DE ESTA NOTIFICACION, USTED PODRIE EN UN FUTURO PERDER SU HOGAR.

Dear Customer,

YOUR SITUATION IS SERIOUS. YOU COULD LOSE YOUR HOME.

You are hereby notified that the captioned loan is in default. You have breached the terms of the mortgage/deed of trust securing your loan by failing to make the monthly payments due.

Your mortgage payment(s) are past due for 3 months. The total amount of late charges incurred is \$184.45. Your loan is past due for the months of: 03-01-22 through 05-25-22. These payments were due by the 1<sup>st</sup> of each of these months. If these payments are not received by 06-29-22 you could lose your home. If you have already mailed payments, please accept our thanks.

As of the date of this letter, the amount necessary to bring your mortgage current and reinstate your loan is \$5,659.29. Because of interest, late charges, and other charges that may vary from day to day, the amount due on the day you pay may be greater. If another monthly payment becomes due before the date shown below, you will need to add that payment amount to the amount due listed above in order to reinstate this loan. We must receive the payment no later than 06-29-22. Please call (866) 867-0330 to obtain further information about payment amounts and options.

First Class Mail:  
The Money Source Inc.  
P.O. Box 650094  
Dallas, TX 75265-0094

Overnight Mail:  
The Money Source Inc.  
500 S Broad St. Suite 100A  
Meriden, CT 06450

The acceptance of any partial payments by The Money Source Inc. does not constitute a waiver of rights and The Money Source Inc. reserves all of its rights against the borrower notwithstanding the application of the partial payment to the loan.

Failure to cure the default on or before 06-29-22 may result in acceleration of the sums secured by the mortgage and sale of the property. This is to further advise you that you have the right to reinstate after the acceleration and the right to bring a court action to assert the non-existence of a default or any other defense you have as to the acceleration and sale. You could lose your home unless you bring this loan current.

If you are unable to cure this default by the expiration date above, you will still have the right to reinstate your loan prior to a foreclosure sale by paying all the sums due to be paid as stated above and any other sums then due under the mortgage/deed of trust and note, including all expenses incurred by The Money Source Inc. and the foreclosure firm while enforcing the Mortgage/Deed of Trust. Please note that if we are forced to start foreclosure, additional attorney's fees and legal charges will be added to the amount owed.

If you have missed your mortgage payments because of a condition which you could not control (such as illness, loss of your job, or some other serious condition that made it impossible for you to make your mortgage payment), the Department of Housing and Urban Development (HUD) may be able to help you.

You may call a HUD-approved housing counseling agency shown on the enclosed list or use the HUD toll free nationwide number, which is 1-800-569-4287, to obtain a list of housing counseling agencies in your area, or, if you prefer, you may contact an attorney. Persons with hearing or speech impairments who may need a Telecommunication Device for the Deaf (TDD) or Text Telephone (TTY), may reach this number by calling the Federal Information Relay Service at 1-800-877-8339 for more information about available programs and guidance on your options.

We're on a mission to inspire happy customers and are here to help you in any way we can. If you have any questions, please feel free to contact one of our highly-trained Customer Care Team Members at (866) 867-0330. They are available Monday through Friday from 8 am to 9 pm ET, and Saturday from 8 am to 12 pm ET, excluding major holidays. You may also view additional information regarding your mortgage on the self-service Borrower Portal at [www.TMScustomer.com](http://www.TMScustomer.com).

Please see attached legal disclaimer for additional information.

Sincerely,

Customer Resolution Department

## **Important Notices and Disclosures**

**Important Notice Regarding Partial Payments Insufficient to Cure the Default:** Your Mortgage Servicer may, in its sole discretion, accept partial payments made on your mortgage loan after the issuance of this Breach Letter. Any partial payments received will be applied to your mortgage loan in accordance with your loan documents. Any partial payments made which are insufficient to cure the payment default will not serve to reinstate your mortgage loan and the property will still be subject to foreclosure absent full reinstatement. By accepting a partial payment that is insufficient to cure the default, your mortgage servicer does not constitute a waiver of the demand, a waiver of the default, or any other rights of the lender or servicer of your mortgage loan under the loan documents, including the right to pursue foreclosure.

**Notice:** This is a communication from a debt collector attempting to collect a debt. Any information obtained will be used for that purpose. 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.

**Credit Reporting Notice:** Please note that we may report the delinquency status of your loan to credit reporting agencies as well as your entry into a Forbearance Plan in accordance with the requirements of the Fair Credit Reporting Act and the Consumer Data Industry Association requirements. CREDIT SCORING COMPANIES MAY CONSIDER THE ENTRY INTO A FORBEARANCE PLAN AS AN INCREASED CREDIT RISK. AS A RESULT, ENTERING INTO A FORBEARANCE PLAN MAY ADVERSELY AFFECT YOUR CREDIT SCORE, PARTICULARLY IF YOU ARE CURRENT ON YOUR MORTGAGE OR OTHERWISE HAVE A GOOD CREDIT SCORE. HOWEVER, A FORECLOSURE WOULD HAVE A MORE NEGATIVE IMPACT TO YOUR CREDIT SCORE.

**Notice:** If you are currently a debtor in a bankruptcy proceeding or have received a discharge in bankruptcy of any debt to this mortgage servicer and have not reaffirmed that debt pursuant to 11 U.S.C. Section 524(C), does not intend to enforce such debt against you and this communication is not an attempt to collect such debt against you personally. Please note, however, that the mortgage servicer reserves all rights to collect all amounts due to it from any collateral as to which it holds a mortgage or other security interest, and from any borrower who has not received a bankruptcy discharge.

**Notice Regarding Military Service:** IF YOU ARE CURRENTLY OR HAVE WITHIN THE LAST NINE (9) MONTHS BEEN IN THE MILITARY SERVICE PLEASE NOTIFY US IMMEDIATELY. YOU MAY BE ENTITLED TO RELIEF UNDER THE SERVICEMEMBERS CIVIL RELIEF ACT. YOU MAY ALSO CALL (800)342-9647 FOR FURTHER ASSISTANCE OR VISIT WWW.MILITARYONESOURCE.MIL. WHEN CONTACTING THIS OFFICE AS TO MILITARY SERVICE, YOU MUST PROVIDE US WITH POSITIVE PROOF AS TO YOUR MILITARY STATUS.

Servicemembers and dependents with questions about the SCRA should contact their unit's Judge Advocate, or their installation's Legal Assistance Officer. A military legal assistance office locator for all branches of the Armed Forces is available at <https://legalassistance.law.af.mil/>.

**Notice Regarding Military Service:** If you are a service member, it is recommended that you obtain guidance from your employer regarding the impact that a pre-foreclosure sale or deed-in-lieu could have on your security clearance and employment. Be advised that pre-foreclosure sales and deed-in-lieu transactions are generally reported to the Credit Alert Interactive Voice Response System (CAIVRS), which may result in your inability to obtain government financing or affect other government benefits for a certain period of time.

**Notice Regarding Deed-in-Lieu of Foreclosure:** Pursuant to Section 204 of the National Housing Act (12 U.S.C. 1710), for FHA-insured mortgages, your mortgage must be in Default on the date the Deed-in-Lieu special warranty deed is executed. Deed-in-Lieu transactions are generally reported to consumer reporting agencies and will likely affect your ability to obtain another mortgage and other types of credit. If you are a servicemember, it is recommended that the you obtain guidance from your employer regarding the Deed-in-Lieu impact on your security clearance and employment.

**Notice Regarding Pre-Foreclosure Sale:** Pursuant to Section 204(a)(1)(D) of the National Housing Act (12 U.S.C. 1710), for FHA-insured mortgages, your mortgage must be in Default on the date the pre-foreclosure sale transaction closes. Pre-Foreclosure Sale transactions are generally reported to consumer reporting agencies and will likely affect your ability to obtain another mortgage and other types of credit. If you are a servicemember, it is recommended that the you obtain guidance from your employer regarding the Pre-Foreclosure Sale's impact on your security clearance and employment.

**Notice Regarding Assistance:** Get Help Today! Experts from HUD-approved housing counseling agencies work in your best interest at no cost to you:

\* For more information about available programs and guidance on your options, call (888) 995-HOPE (4673). Call 24 hours a day, 7 days a week, 365 days a year for help in more than 170 languages.

\*For Borrowers who may need a Telecommunication Device for the Deaf (TDD) or Text Telephone (TTY), you can call the toll-free Federal Information Relay Service number at (800) 877-8339) more information about available programs and guidance on your options.

\* For foreclosure prevention counseling, contact a HUD-approved housing counseling agency in a city near you by visiting [www.hud.gov/findacounselor](http://www.hud.gov/findacounselor).

\* For help completing and submitting your application for mortgage help, contact one of the agencies participating in the National Foreclosure Mitigation Counseling (NFMC) program.

**Notice Regarding Account Errors and Information:** You have certain rights under Federal law related to resolving account errors and requesting information about your account. If you think there is an error with your mortgage loan account or if you wish to request information about your mortgage loan, you must write to us at the following address:

ATTN: Customer Care Escalation  
500 S Broad St. Suite 100A  
Meriden, CT 06450

In your letter, please include the following information: Your full name, your account number, your mailing address and a brief description of the error you believe has occurred with your mortgage loan; or the account information you are requesting. Within five (5) days (excluding legal public holidays, Saturdays and Sundays), of receiving a written notice of error or a written request for information, we will provide a written acknowledgment of receipt of the notice of error or request for information. We will then review your correspondence and provide a response within thirty (30) days of receipt.

**Notice Regarding Equal Credit:** The Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age (provided the applicant has the capacity to enter into a binding contract); because all or part of the applicant's income derives from public assistance program; or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act. If you believe there has been discrimination in handling your application, you should contact:

Consumer Financial Protection Bureau  
P.O. Box 2900  
Clinton, IA 52733-2900

### **Notice of Homeowner Assistance Fund Availability**

The Homeowner Assistance Fund (HAF) is a federal program authorized by The American Rescue Plan Act of 2021. The purpose of the HAF is to help homeowners experiencing a financial hardship as a result of COVID-19 catch up on mortgage and utility bills and pay other housing costs. Funds from the HAF may be used for assistance with past-due mortgage payments, homeowner's insurance, utility payments, and other specified purposes. Each state is responsible for requesting and disbursing funds under their own HAF programs. As state programs become available, they will be listed on the National Council of State Housing Agencies (NCSHA) website at <https://www.ncsha.org/homeowner-assistance-fund/>.

As your mortgage servicer, we are happy to coordinate with the State Housing Finance Agencies and state HAF programs on getting our customers back on track.

- For more information on your state HAF program, please visit the NCSHA website above.
- The website provides a *Homeowner Assistance Fund by State interactive map* that allows you to view the HAF information for your state.
- Click on a state to get the latest information, including program status, eligibility requirements, and how to apply for financial assistance.

### **Aviso de Disponibilidad del Fondo de Asistencia al Propietario**

El Fondo de Asistencia para Propietarios (HAF, por sus siglas en inglés) es un programa federal autorizado por la Ley del Plan de Rescate Estadounidense de 2021. El propósito del HAF es ayudar a los propietarios que experimentan dificultades financieras como resultado de COVID-19 a ponerse al día con las facturas hipotecarias y de servicios públicos y pagar otros costos de vivienda. Los fondos del HAF pueden ser utilizados para asistencia con los pagos de hipoteca vencidos, de seguro del propietario, de servicios públicos u otros propósitos especificados. Cada estado es responsable de solicitar y desembolsar fondos bajo sus propios programas de HAF. A medida de que los programas estatales estén disponibles, serán incluidos en el sitio web del Consejo Nacional de Agencias de Vivienda Estatales (NCSHA) en <https://www.ncsha.org/homeowner-assistance-fund/>.

Como administrador de su hipoteca, nos complace coordinar con las Agencias de Financiamiento de vivienda Estatales y los programas estatales de HAF para que nuestros clientes se pongan al día.

- Para obtener más información sobre el programa HAF de su estado, visite el sitio web de NCSHA arriba.
- El sitio web proporciona un *mapa interactivo del Fondo de Asistencia para Propietarios por Estado* que le permite ver la información de HAF para su estado.
- Haga clic en un estado para obtener la información más reciente, incluyendo el estatus del programa, los requisitos de elegibilidad y cómo solicitar asistencia financiera.



## SHOULD I BE AWARE OF ANYTHING ELSE?

Beware of foreclosure prevention scams! You may be approached by organizations with official sounding names offering a quick fix to your mortgage problems. They often charge hefty fees or require that you “temporarily” sign over your deed to them. Remember — solutions that sound too good to be true usually are. These precautions will help you avoid being taken by a scam artist:

1. Never sign any papers you don't fully understand.
  2. Check with a lawyer, your lender or trusted advisor, or a HUD-approved housing counselor before entering into any deal involving a loan assumption, contract of sale or a transfer of the deed to your home.
  3. If you can't afford your current mortgage, don't be talked into refinancing into a new loan with a higher payment.
- To find a HUD counselor in your area call:  
**1-800-569-4287 or TDD 1-800-877-8339.**

## WHAT IS FHA?

The Federal Housing Administration is part of the U.S. Department of Housing and Urban Development (HUD). FHA provides mortgage insurance to approved lenders who in turn offer mortgage loan financing to individuals and families throughout the United States and territories. The FHA mortgage insurance enables approved mortgagees to provide home loans to eligible borrowers who might not otherwise qualify for other mortgage loan financing. FHA borrowers are often first-time homebuyers, moderate income families or folks who can't afford a large downpayment.

To learn more about FHA's programs, please visit:

[www.hud.gov/fha](http://www.hud.gov/fha) or contact the  
FHA Resource Center:  
1-800-CALL-FHA (1-800-225-5342)  
**Federally Insured, Always There!**



U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT  
FEDERAL HOUSING ADMINISTRATION  
451 SEVENTH STREET S.W.  
WASHINGTON, D.C. 20410



HUD- 2008-5-FHA  
April 2012

005-4010-0114F

## SAVE YOUR HOME Tips to Avoid Foreclosure



[www.hud.gov/fha](http://www.hud.gov/fha)  
**1-800-CALL-FHA**  
(1-800-225-5342)



## HELP! I CAN'T MAKE MY MORTGAGE PAYMENT.

Every day thousands of people like you have trouble making the next mortgage payment. Though things may seem hopeless, help is available. However, you need to take the first step! If you ignore the problem you may lose your home to foreclosure, possibly affecting your ability to qualify for credit or to rent another home.

### WHAT SHOULD I DO?

1. Contact your lender right away. You can find a contact number on your mortgage statement. When you call, be prepared to explain:
  - ✓ Why you are unable to make your payment.
  - ✓ Whether the problem is temporary or permanent.
  - ✓ Details about your income, expenses, and other assets like cash in the bank.
2. If you are uncomfortable talking to your lender, a HUD-approved housing counseling agency can help you understand your options. These services are free of charge.
3. Open all of the mail you receive from your lender. It contains valuable information about repayment options. Later mail may have important legal notices. Failing to read the mail will not prevent a foreclosure action.
4. Look for ways to increase the amount you have available to make your mortgage payments. Can you cancel cable TV, pack lunches, or get a part-time job? While these actions may not replace all of your lost income, they send a strong message to your lender that you are serious about keeping your home.

**NOTHING IS WORSE THAN DOING NOTHING!**

## WHAT OPTIONS WILL HELP ME KEEP MY HOME?

FHA provides, as part of its insurance contract with lenders, loss mitigation actions the lender must evaluate and take, when appropriate, to reduce financial losses on loans in default. Your lender needs information from you to fully evaluate these options. If you want to keep your home, talk to your lender about available workout options for home retention. While the options listed here are for borrowers with FHA-insured loans, most lenders offer similar workout plans designed to help you keep your home.

**Special Forbearance.** Your lender may provide for a temporary reduction or suspension of your payments to allow you time to overcome the problem that reduced your income. Then you may be offered a payment plan so you can pay back the missed payments a little at a time until you are caught up. An extended forbearance period may be provided to unemployed borrowers who are actively seeking employment.

**Mortgage Modification.** A modification is a permanent change to your loan through which the overdue payments may be added to your loan balance, the interest rate may be changed or the number of years you have to pay off the loan may be extended.

**Partial Claim.** In a Partial Claim, a borrower receives a second loan in an amount necessary to bring the delinquent loan current. The loan is interest free and does not need to be repaid until you pay off your first mortgage or sell your house. This option is only available to borrowers with FHA-insured loans. However, if you have a conventional loan, ask your lender if they offer an "advance claim."

### FHA-Home Affordable Modification Program

**(FHA-HAMP).** This option combines an enhanced partial claim with a loan modification. Under the FHA-HAMP, the partial claim loan will not only include any amounts necessary to bring your mortgage current but

may also include an amount to reduce your existing loan balance by up to 30%. The reduced loan balance will then be modified to lower your monthly mortgage payment to an affordable level. As described above, the partial claim loan is interest free, but must be repaid when you pay off your first mortgage or sell your house.

To qualify for any of these options, you will need to provide your lender with current information about your income and expenses. Also, your lender may require that you agree to a payment plan for three or more months to demonstrate your commitment before you are approved for a modification or partial claim.

## WHAT OPTIONS DO I HAVE IF I CAN'T KEEP MY HOME?

If your income or expenses have changed so much that you are not able to continue paying the mortgage even under a workout plan offered by your lender, you should consider the options below.

**Pre-foreclosure sale.** With your lender's permission you can offer your house for sale and sell it at fair market value even if the amount you receive from the sale is less than the amount you owe. If you meet certain conditions, you may be eligible to receive relocation expenses.

**Deed-in-lieu of foreclosure.** As a last resort, you may be able to voluntarily give your property back to your lender. If you leave the property clean and undamaged you may be eligible to receive relocation expenses.

There could be income tax consequences to any plan that reduces the amount of debt you owe so check with a tax advisor before accepting these workout options.

### Contact FHA

Struggling homeowners with FHA-insured loans can get assistance by contacting HUD's National Servicing Center at (877) 622-8525. Persons with hearing or speech impairments may reach this number via TDD/TTY by calling (800) 877-8339.



## BEHIND ON YOUR MORTGAGE PAYMENTS?

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