

IN THE CIRCUIT COURT OF THE
ELEVENTH JUDICIAL CIRCUIT, IN AND
FOR MIAMI-DADE COUNTY, FLORIDA
CASE NO.:

WELLS FARGO BANK, NATIONAL
ASSOCIATION AS TRUSTEE FOR SOUNDVIEW
HOME LOAN TRUST 2007-OPT2, ASSET-
BACKED CERTIFICATES, SERIES 2007-OPT2

Plaintiff

vs.

ROGER VELASQUEZ; VISTA ALEGRE
TOWNHOMES VILLAS STAGE I
CONDOMINIUM ASSOCIATION, INC.; VISTA
ALEGRE TOWNHOMES VILLAS PROPERTY
OWNERS ASSOCIATION, INC.; REGIONS BANK
A/S/B/M TO UNION PLANTERS BANK,
NATIONAL ASSOCIATION A/S/B/M TO
REPUBLIC NATIONAL BANK OF MIAMI;
WELLS FARGO BANK, NATIONAL
ASSOCIATION A/S/B/M WELLS FARGO
FINANCIAL BANK; ANY AND ALL UNKNOWN
PARTIES CLAIMING BY, THROUGH, UNDER
AND AGAINST THE NAMED INDIVIDUAL
DEFENDANT(S) WHO ARE NOT KNOWN TO BE
DEAD OR ALIVE, WHETHER UNKNOWN
PARTIES MAY CLAIM AN INTEREST AS
SPOUSES, HEIRS, DEVISEES, GRANTEES, OR
OTHER CLAIMANTS;

Defendants.

**VERIFIED COMPLAINT FOR FORECLOSURE OF MORTGAGE
AND CANCELLATION OF MORTGAGES**

Plaintiff, WELLS FARGO BANK, NATIONAL ASSOCIATION AS TRUSTEE FOR
SOUNDVIEW HOME LOAN TRUST 2007-OPT2, ASSET-BACKED CERTIFICATES, SERIES 2007-
OPT2, sues the Defendants ROGER VELASQUEZ; VISTA ALEGRE TOWNHOMES VILLAS STAGE
I CONDOMINIUM ASSOCIATION, INC.; VISTA ALEGRE TOWNHOMES VILLAS PROPERTY
OWNERS ASSOCIATION, INC.; REGIONS BANK A/S/B/M TO UNION PLANTERS BANK,
NATIONAL ASSOCIATION A/S/B/M TO REPUBLIC NATIONAL BANK OF MIAMI; WELLS
FARGO BANK, NATIONAL ASSOCIATION A/S/B/M WELLS FARGO FINANCIAL BANK; ANY
AND ALL UNKNOWN PARTIES CLAIMING BY, THROUGH, UNDER AND AGAINST THE
NAMED INDIVIDUAL DEFENDANT(S) WHO ARE NOT KNOWN TO BE DEAD OR ALIVE,

WHETHER UNKNOWN PARTIES MAY CLAIM AN INTEREST AS SPOUSES, HEIRS, DEVISEES, GRANTEES, OR OTHER CLAIMANTS; and alleges:

COUNT I- MORTGAGE FORECLOSURE

1. This is an action to foreclose a mortgage on real property in MIAMI-DADE County, Florida.
2. The Court has jurisdiction over the subject matter.
3. On or about April 30, 2007, Defendant, ROGER VELASQUEZ executed and delivered a promissory note. A copy of the note is attached hereto as Exhibit "A".
4. On or about April 30, 2007, Defendant, ROGER VELASQUEZ executed and delivered a mortgage securing payment of the note to METROPOLITAN HOME MORTGAGE, INC., A CALIFORNIA CORPORATION. The mortgage was recorded on December 4, 2007, in Official Records Book 26084, at Page 3576, of the Public Records of MIAMI-DADE County, Florida, and encumbered the property described in the mortgage then owned by and in possession of the mortgagor, a copy of the mortgage being attached hereto as Exhibit "B".
5. The Mortgage and the Note were modified pursuant to an unrecorded Loan Modification Agreement with an effective date of March 1, 2012. A copy of the Loan Modification Agreement is attached hereto as Exhibit "C". Subsequently, payments were deferred pursuant to Notification of Payment Deferral. Copies of the Notifications are attached hereto as Exhibit "D".
6. The mortgage of the Plaintiff is a lien superior in dignity to any prior or subsequent right, title, claim, lien or interest arising out of mortgagor(s) or the mortgagor(s)' predecessor(s) in interest.
7. Plaintiff is the holder of the original note secured by the mortgage and is entitled to foreclose pursuant to Florida Statute 673.3011(1).
8. PHH Mortgage Corporation ("PHH") is the loan servicer for this particular loan. Plaintiff has delegated PHH Mortgage Corporation the authority to service the loan on its behalf pursuant to a (Limited) Power of Attorney, attached hereto as Exhibit "E".

9. Defendant(s) have defaulted under the note, mortgage and any alleged modifications thereof, hereinafter referred to as “the Loan Documents”, by failing to pay the payment due as of October 1, 2023, and all subsequent payments.

10. Plaintiff declares the full amount payable under the Loan Documents to be due.

11. Defendant(s) owe Plaintiff **\$141,910.39**, which includes a deferred principal balance in the amount of **\$16,146.04**, that is due and owing on principal on the Loan Documents, plus interest from and after September 1, 2023, and title search expenses for ascertaining necessary parties to this action, pursuant to the documents attached, except for those defendants who have been discharged in bankruptcy.

12. In order to protect its security, the Plaintiff may have advanced and paid Ad Valorem Taxes, premiums on insurance required by the mortgage and other necessary costs, or may be required to make such advances during the pendency of this action. Any such sum so paid will be due and owing to the Plaintiff.

13. The property is now owned by Defendant, ROGER VELASQUEZ, and the record legal title to said mortgaged property is now vested in Defendant, ROGER VELASQUEZ.

14. All conditions precedent to the acceleration of this mortgage note and to foreclosure of the mortgage have occurred.

15. Plaintiff is obligated to pay Plaintiff’s attorneys a reasonable fee for their services. Plaintiff is entitled to recover its attorneys’ fees pursuant to the express terms of the note and mortgage.

16. Plaintiff alleges that the claims of the remaining Defendants are secondary, junior, inferior and subject to the prior claim of Plaintiff.

17. Defendant, VISTA ALEGRE TOWNHOMES VILLAS STAGE I CONDOMINIUM ASSOCIATION, INC., may claim an interest in the subject property by virtue of unpaid assessments, dues or any other possible interests. Said interest, if any, is subject and inferior to the lien of Plaintiff’s Mortgage.

18. Defendant, VISTA ALEGRE TOWNHOMES VILLAS PROPERTY OWNERS ASSOCIATION, INC., may claim an interest in the subject property by virtue of unpaid assessments, dues or any other possible interests. Said interest, if any, is subject and inferior to the lien of Plaintiff's Mortgage.

19. Defendant, ANY AND ALL UNKNOWN PARTIES CLAIMING BY, THROUGH, UNDER AND AGAINST THE NAMED INDIVIDUAL DEFENDANT(S) WHO ARE NOT KNOWN TO BE DEAD OR ALIVE, WHETHER UNKNOWN PARTIES MAY CLAIM AN INTEREST AS SPOUSES, HEIRS, DEVISEES, GRANTEES, OR OTHER CLAIMANTS are joined as defendants herein. The claims of said defendants are subordinate, junior, and inferior to the interest of the Plaintiff.

WHEREFORE, Plaintiff demands judgment foreclosing the mortgage, for costs (and, when applicable, for attorneys' fees), and, if the proceeds of the sale are insufficient to pay plaintiff's claim, a deficiency judgment, that the Court ascertain the amount due to Plaintiff for principal and interest on the Mortgage and Note and for late charges, abstracting, taxes, expenses and costs, including attorney's fees, plus interest thereon; that if the sums due Plaintiff under the Mortgage and Note are not paid immediately, the Court foreclose the Mortgage and the Clerk of the Court sell the Property securing the indebtedness to satisfy the Plaintiff's mortgage lien in accordance with the provisions of Florida Statutes §45.031; that the rights, title and interest of any Defendant, or any party claiming by, through, under or against any Defendant named herein or hereinafter made a Defendant be forever barred and foreclosed; that the Court appoint a receiver of the Property and of the rents, issues, income and profits thereof, or in the alternative, order sequestration of rents, issues, income and profits pursuant to Florida Statutes §697.07 (2006); and that the Court retain jurisdiction of this action to make any and all further orders and judgments as may be necessary and proper, including the issuance of a writ of possession and the entry of a deficiency judgment decree, when and if such deficiency decree shall appear proper, if borrower(s) has not been discharged in bankruptcy.

COUNT II- CANCELLATION OF PRIOR MORTGAGE

20. Plaintiff adopts and restates Paragraphs “1 through 19” from Count I of the Complaint.

21. Defendant, REGIONS BANK A/S/B/M TO UNION PLANTERS BANK, NATIONAL ASSOCIATION A/S/B/M TO REPUBLIC NATIONAL BANK OF MIAMI may claim an interest in the subject property by virtue of a Mortgage and Security Agreement dated September 26, 1995 and recorded on September 27, 1995 in Official Records Book 16935, Page 832, by virtue of Uniform Commercial Code Financing Statement recorded September 27, 1995, in Official Records Book 16935, Page 842, and by virtue of Acknowledgment of Future Advance recorded October 16, 1996, in Official Records Book 17390, Page 1100, of the Public Records of MIAMI-DADE County, Florida (Regions Bank’s Mortgage).

22. Plaintiff’s Mortgage as referenced in Count I of this Complaint was a refinance and upon information and belief, First American Title Insurance Company, the title insurance company, required or would have required collection of funds to satisfy Regions Bank’s Mortgage at the closing of Plaintiff’s Mortgage before a title loan policy would be issued to insure Plaintiff’s Mortgage in first lien position.

23. The Plaintiff is the successor in interest to the insured named in the First American Title Insurance Company’s title loan policy, which did not take exception from coverage to Regions Bank’s Mortgage. The usual custom and practice for a title insurance company would be to list an unsatisfied loan as an exception to the title loan policy. A copy of the said First American Title Insurance Company’s title loan policy is attached hereto as Exhibit “F”.

24. A satisfaction of mortgage has not been recorded in the Public Records of MIAMI-DADE County, Florida with respect to Regions Bank’s Mortgage.

25. Plaintiff is entitled to a cancellation of the subject mortgage pursuant to Florida Statute 701 because either a satisfaction was issued for the Regions Bank’s Mortgage but was just never recorded or funds were tendered to have satisfied the Regions Bank’s Mortgage but a satisfaction of mortgage was never issued.

WHEREFORE, Plaintiff respectfully requests that an Order be entered that cancels the Regions Bank's Mortgage recorded in Official Records Book 16935, Page 832, the Uniform Commercial Code Financing Statement recorded September 27, 1995, in Official Records Book 16935, Page 842 and the Acknowledgment of Future Advance recorded October 16, 1996, in Official Records Book 17390, Page 1100, of the Public Records of MIAMI-DADE, Florida and all other relief that is just and proper.

COUNT III- CANCELLATION OF PRIOR MORTGAGE

26. Plaintiff adopts and restates Paragraphs "1 through 25" from Counts I and II of the Complaint.

27. Defendant, WELLS FARGO BANK, NATIONAL ASSOCIATION A/S/B/M WELLS FARGO FINANCIAL BANK, may claim an interest in the subject property by virtue of an Open-End Real Estate Mortgage recorded June 8, 2006, in the Public Records of MIAMI-DADE County in Official Records Book 24608, at Page 543 (Wells Fargo's Mortgage).

28. Plaintiff's Mortgage as referenced in Count I of this Complaint was a refinance and upon information and belief, First American Title Insurance Company, the title insurance company, required or would have required collection of funds to satisfy Wells Fargo's Mortgage at the closing of Plaintiff's Mortgage before a title loan policy would be issued to insure Plaintiff's Mortgage in first lien position.

29. The Plaintiff is the successor in interest to the insured named in the First American Title Insurance Company's title loan policy, which did not take exception from coverage to Wells Fargo's Mortgage. The usual custom and practice for a title insurance company would be to list an unsatisfied loan as an exception to the title loan policy. A copy of the said First American Title Insurance Company's title loan policy is attached hereto as Exhibit "F".

30. A satisfaction of mortgage has not been recorded in the Public Records of MIAMI-DADE County, Florida with respect to Wells Fargo's Mortgage.

31. Plaintiff is entitled to a cancellation of the subject mortgage pursuant to Florida Statute 701 because either a satisfaction was issued for the Wells Fargo's Mortgage but was just never recorded or

funds were tendered to have satisfied the Wells Fargo's Mortgage but a satisfaction of mortgage was never issued.

WHEREFORE, Plaintiff respectfully requests that an Order be entered that cancels the Wells Fargo's Mortgage recorded in Official Records Book 24608, Page 543 of the Public Records of MIAMI-DADE, Florida and all other relief that is just and proper.

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.

Executed on this 17TH day of April, 2024.

By: */s/ Jacqueline S. Michaelson*
Printed Name: Jacqueline S. Michaelson
Title: Contract Management Coordinator
PHH MORTGAGE CORPORATION, as Attorney in
Fact for WELLS FARGO BANK, NATIONAL
ASSOCIATION AS TRUSTEE FOR SOUNDVIEW
HOME LOAN TRUST 2007-OPT2, ASSET-
Company: BACKED CERTIFICATES, SERIES 2007-OPT2

RE: Borrower: ROGER VELASQUEZ
Address: 15279 SOUTHWEST 134TH COURT APT 1201, MIAMI FLORIDA 33177
File #: PHH19548-24

Pursuant to the Fair Debt Collection Practices Act you are hereby advised that a portion of our practice involves the collections of debts and any information obtained may be used for that purpose

DATED this 18th day of April, 2024

VAN NESS LAW FIRM, PLC
1239 E. Newport Center Drive, Suite 110
Deerfield Beach, Florida 33442
Ph: (954) 571-2031
PRIMARY EMAIL: pleadings@vanlawfl.com

By: */s/ Patrick M. Connell, Esq.*
 Maya Rubinov, Esq.
Bar Number: 99986
 Patrick M. Connell, Esq.
Bar Number: 36898

EXHIBIT "A"

Loan Number

ADJUSTABLE RATE NOTE LIBOR Index - Rate Caps

THIS LOAN IS PAYABLE IN FULL AT MATURITY. YOU MUST REPAY THE ENTIRE PRINCIPAL BALANCE OF THE LOAN AND UNPAID INTEREST THEN DUE. THE LENDER IS UNDER NO OBLIGATION TO REFINANCE THE LOAN AT THAT TIME. YOU WILL, THEREFORE, BE REQUIRED TO MAKE PAYMENT OUT OF OTHER ASSETS THAT YOU MAY OWN, OR WILL HAVE TO FIND A LENDER, WHICH MAY BE THE LENDER YOU HAVE THIS LOAN WITH, WILLING TO LEND YOU THE MONEY. IF YOU REFINANCE THIS LOAN AT MATURITY, YOU MAY HAVE TO PAY SOME OR ALL OF THE CLOSING COSTS NORMALLY ASSOCIATED WITH A NEW LOAN EVEN IF YOU OBTAIN REFINANCING FROM THE SAME LENDER.

THIS NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN MY INTEREST RATE AND MY MONTHLY PAYMENT. THIS NOTE LIMITS THE AMOUNT MY INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM RATE I MUST PAY.

APRIL 30, 2007
[Date]

IRVINE
[City]

CALIFORNIA
[State]

15279 SOUTHWEST 134TH COURT, MIAMI, FLORIDA 33177
[Property Address]

1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. \$ 211,500.00 (this amount is called "Principal"), plus interest, to the order of the Lender. The Lender is METROPOLITAN HOME MORTGAGE, INC., A CALIFORNIA CORPORATION

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

2. INTEREST

Interest will be charged on unpaid principal until the full amount of Principal has been paid. Interest will be calculated on the basis of a 12-month year and a 30-day month. I will pay interest at a yearly rate of 7.370 %. The interest rate I will pay may change in accordance with Section 4 of this Note.

The interest rate required by this Section 2 and Section 4 of this Note is the rate I will pay both before and after any default described in Section 7(B) of this Note.

3. PAYMENTS

** See attached Balloon Payment Addendum

(A) Time and Place of Payments

I will pay principal and interest by making a payment every month.

I will make my monthly payments on the 1st day of each month beginning on JUNE 1, 2007. I will make these payments every month, in addition to a final Balloon Payment payable at Maturity as referenced in the attached Balloon Note Addendum, until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. My monthly payments will be applied to interest before Principal. If, on MAY 1, 2037, I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "Maturity Date."

I will make my monthly payments at 4 PARK PLAZA SUITE 800, IRVINE,
CALIFORNIA 92614

or at a different place if required by the Note Holder.

(B) Amount of My Initial Monthly Payments

Each of my initial monthly payments will be in the amount of U.S. \$ 1,332.79 . This amount may change.

(C) Monthly Payment Changes

Changes in my monthly payment will reflect changes in the unpaid principal of my loan and in the interest rate that I must pay. The Note Holder will determine my new interest rate and the changed amount of my monthly payment in accordance with Section 4 of this Note.

(D) Application of Payments

Payments received by the Note Holder will be applied in the following order: (i) prepayment charges due under this Note; (ii) amounts payable under paragraph 2 of the Security Instrument (defined below); (iii) interest due under this Note; (iv) principal due under this Note; and (v) late charges due under this Note.

4. INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Change Dates ** See attached Balloon Payment Addendum

The interest rate I will pay may change on the 1st day of MAY, 2009 , and on that day every sixth month thereafter. Each date on which my interest rate could change is called a "Change Date."

(B) The Index

Beginning with the first Change Date, my interest rate will be based on an Index. The "Index" is the average of interbank offered rates for six month U.S. dollar-denominated deposits in the London market ("LIBOR"), as published in *The Wall Street Journal*. The most recent Index figure available as of the first business day of the month immediately preceding the month in which the Change Date occurs is called the "Current Index."

If the Index is no longer available, the Note Holder will choose a new index that is based upon comparable information. The Note Holder will give me notice of this choice.

(C) Calculation of Changes

Before each Change Date, the Note Holder will calculate my new interest rate by adding SIX AND 000/1000 percentage point(s) (6.000 %) to the Current Index. The Note Holder will then round the result of this addition to the next higher one-eighth of one percentage point (0.125%). Subject to the limits stated in Section 4(D) below, this rounded amount will be my new interest rate until the next Change Date.

The Note Holder will then determine the amount of the monthly payment that would be sufficient to repay the unpaid principal that I am expected to owe at the Change Date in full on the Maturity Date at my new interest rate in substantially equal payments. The result of this calculation will be the new amount of my monthly payment.

(D) Limits on Interest Rate Changes

The interest rate I am required to pay at the first Change Date will not be greater than 8.870 % or less than 6.000 %. Thereafter, my interest rate will never be increased or decreased on any single Change Date by more than ONE AND 500/1000 percentage point(s) (1.500 %) from the rate of interest I have been paying for the preceding six months. In no event will my interest rate be greater than 13.370 % or less than 6.000 %.

(E) Effective Date of Changes

My new interest rate will become effective on each Change Date. I will pay the amount of my new monthly payment beginning on the first monthly payment date after the Change Date until the amount of my monthly payment changes again.

(F) Notice of Changes

The Note Holder will deliver or mail to me a notice of any changes in my interest rate and the amount of my monthly payment before the effective date of any change. The notice will include information required by law to be given me and also the title and telephone number of a person who will answer any question I may have regarding the notice.

5. BORROWER'S RIGHT TO PREPAY

** See attached Prepayment Note Addendum.

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

I may make a full Prepayment or partial Prepayments without paying any Prepayment charge. The Note Holder will use my Prepayments to reduce the amount of Principal that I owe under this Note. However, the Note Holder may apply my Prepayment to the accrued and unpaid interest on the Prepayment amount before applying my Prepayment to reduce the Principal amount of this Note. If I make a partial Prepayment, there will be no changes in the due dates of my monthly payments unless the Note Holder agrees in writing to those changes. My partial Prepayment may reduce the amount of my monthly payments after the first Change Date following my partial Prepayment. However, any reduction due to my partial Prepayment may be offset by an interest rate increase.

6. LOAN CHARGES

If a law, which applies to this loan and which sets maximum loan charges, is finally interpreted so that the interest or other loan charges collected or to be collected in connection with this loan exceed the permitted limits, then: (i) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (ii) any sums already collected from me which exceeded permitted limits will be refunded to me. The Note Holder may choose to make this refund by reducing the principal I owe under this Note or by making a direct payment to me. If a refund reduces principal, the reduction will be treated as a partial prepayment.

7. BORROWER'S FAILURE TO PAY AS REQUIRED

(A) Late Charges for Overdue Payments

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

(B) Default

If I do not pay the full amount of each monthly payment on the date it is due, I will be in default. If I am in default, the Note Holder may require me to pay immediately the full amount of principal which has not been paid and all interest that I owe on that amount, together with any other charges that I owe under this Note or the Security Instrument, except as otherwise required by applicable law.

(C) No Waiver By Note Holder

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

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

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

8. GIVING OF NOTICES

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

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

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. The Note Holder may enforce its rights under this Note against each person individually or against all of us together. This means that any one of us may be required to pay all of the amounts owed under this Note.

10. WAIVERS

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

11. SECURED NOTE

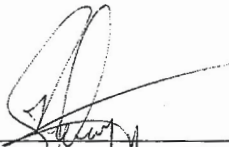
In addition to the protections given to the Note Holder under this Note, a Mortgage, Deed of Trust or Security Deed (the "Security Instrument"), dated the same date as this Note, protects the Note Holder from possible losses which might result if I do not keep the promises that I make in this Note. That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

Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by federal law as of the date of this Security Instrument. Lender also shall not exercise this option if: (a) Borrower causes to be submitted to Lender information required by Lender to evaluate the intended transferee as if a new loan were being made to the transferee; and (b) Lender reasonably determines that Lender's security will not be impaired by the loan assumption and that the risk of a breach of any covenant or agreement in this Security Instrument is acceptable to Lender.

To the extent permitted by Applicable Law, Lender may charge a reasonable fee as a condition to Lender's consent to the loan assumption. Lender may also require the transferee to sign an assumption agreement that is acceptable to Lender and that obligates the transferee to keep all the promises and agreements made in the Note and in this Security Instrument. Borrower will continue to be obligated under the Note and this Security Instrument unless Lender releases Borrower in writing.

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

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



ROGER VELASQUEZ (Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

[Sign Original Only]

ALLONGE TO NOTE

Loan Number: [REDACTED]

Borrower Name: ROGER VELASQUEZ

Property Address: 15279 SOUTHWEST 134TH COURT, MIAMI, FLORIDA 33177

Note Date: APRIL 30, 2007

Loan Amount: \$211,500.00

PAY TO THE ORDER OF OPTION ONE MORTGAGE CORPORATION, A CALIFORNIA CORPORATION, 3 ADA, IRVINE, CA 92618

WITHOUT RECOURSE ON APRIL 30, 2007

METROPOLITAN HOME MORTGAGE, INC., A CALIFORNIA CORPORATION

Chae
By: Christine Lee

Its: Vice President

Loan Number: [REDACTED]

Servicing Number: [REDACTED]

Date: 01/01/00

**ALLONGE TO NOTE
(INVESTOR)**

This allonge makes reference to the following Note:

Borrowers: ROGER VELASQUEZ

Loan #: [REDACTED]

Property Address: 15279 SOUTHWEST 134TH COURT, MIAMI, FL 33177-1181

Loan Amount: \$211,500.00

Note Date: 01/01/00

Therefore, in reference to the captioned note, the following applies:

Pay to the order of:

Without Recourse

Option One Mortgage Corporation
A California Corporation

By: 

Lisa Hoffman

Assistant Secretary

BALLOON NOTE ADDENDUM

Loan Number: [REDACTED]

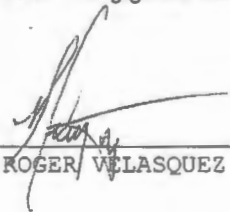
Servicing Number:

Date: APRIL 30, 2007

This is a BALLOON LOAN. The term of the loan is 50/30 years. This means that while your monthly payment amount is amortized in accordance with a 50 year loan term, the loan is payable in full in THIRTY (30) years from the date the loan is made. As a result, you will be required to repay the entire remaining principal balance, together with accrued interest, late charges, if any, and all advancements made by the lender under the terms of this loan in THIRTY (30) years from the date on which the loan is made.

The lender has no obligation to refinance this loan at the end of its term. Therefore, you may be required to repay the loan out of other assets you may own, or you may have to find another lender willing to refinance the loan.

Assuming this lender or another lender refinances this loan at maturity, you will probably be charged interest at market rates prevailing at that time which may be considerably higher or lower than the interest rate paid on this loan. You may also have to pay some or all of the closing costs normally associated with the new mortgage loan even if you obtain refinancing from the same lender.



ROGER VELASQUEZ (Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

PREPAYMENT ADDENDUM TO NOTE

Loan Number: [REDACTED]

Date: APRIL 30, 2007

Borrower(s): ROGER VELASQUEZ

THIS PREPAYMENT ADDENDUM TO NOTE (the "Addendum") is made this 30th day of APRIL, 2007, and is incorporated into and shall be deemed to amend and supplement that certain promissory note (the "Note") made by the undersigned ("Borrower") in favor of METROPOLITAN HOME MORTGAGE, INC., A CALIFORNIA CORPORATION

("Lender") and dated the same date as this Addendum. Repayment of the Note is secured by a Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") given by Borrower in favor of Lender and dated the same date as this Addendum. To the extent that the provisions of this Addendum are inconsistent with the provisions of the Note, the provisions of this Addendum shall supersede the inconsistent provisions of the Note.

ADDITIONAL COVENANTS. In addition to the covenants and agreements made in the Note, Borrower and Lender further covenant and agree as follows:

Section 5 of the Note is amended to read in its entirety as follows:

5 . BORROWER'S RIGHT TO PREPAY; PREPAYMENT CHARGE

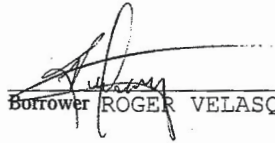
I have the right to make payments of Principal at any time before they are due. A payment of Principal only is known as a "Prepayment." When I make a Prepayment, I will tell the Note Holder in writing that I am doing so. I may not designate a payment as a Prepayment if I have not made all the monthly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

The Note Holder will use my Prepayments to reduce the amount of Principal that I owe under the Note. However, the Note Holder may apply my Prepayment to the accrued and unpaid interest on the Prepayment amount, before applying my Prepayment to reduce the Principal amount of the Note. If I make a partial Prepayment, there will be no changes in the due dates of my monthly payment unless the Note Holder agrees in writing to those changes.

If the Note contains provisions for a variable interest rate, my partial Prepayment may reduce the amount of my monthly payments after the first Change Date following my partial Prepayment. However, any reduction due to my partial Prepayment may be offset by an interest rate increase. If this Note provides for a variable interest rate or finance charge, and the interest rate or finance charge at any time exceeds the legal limit under which a Prepayment penalty is allowed, then the Note Holder's right to assess a Prepayment penalty will be determined under applicable law.

If within TWENTY-FOUR (24) months from the date the Security Instrument is executed I make a full Prepayment or one or more partial Prepayments, and the total of all such Prepayments in any 12-month period exceeds twenty percent (20%) of the original Principal amount of the loan, I will pay a Prepayment charge in an amount equal to SIX (6) months' advance interest on the amount by which the total of my Prepayments within any 12-month period exceeds twenty percent (20%) of the original Principal amount of the loan.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this Addendum.


Borrower ROGER VELASQUEZ Date 4/30/07

Borrower Date

Borrower Date

Borrower Date

Borrower Date

Borrower Date

Prepared by & Return to:
Ray Hundley
Transcontinental Title Company
4033 Tampa Road #101
Oldsmar, Florida 34677

~~METROPOLITAN HOME MORTGAGE, INC.
4 PARK PLAZA SUITE 800
IRVINE, CALIFORNIA 92614~~

EXHIBIT "B"

[Space Above This Line For Recording Data]

MORTGAGE

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DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 10.

(A) "Security Instrument" means this document, which is dated APRIL 30, 2007, together with all Riders to this document.

(B) "Borrower" is ROGER VELASQUEZ
Single man

Borrower is the mortgagor under this Security Instrument.

(C) "Lender" is METROPOLITAN HOME MORTGAGE, INC.

Lender is a CALIFORNIA CORPORATION organized
and existing under the laws of CALIFORNIA
Lender's address is 4 PARK PLAZA SUITE 800, IRVINE, CALIFORNIA 92614

Lender is the mortgagee under this Security Instrument.

(D) "Note" means the promissory note signed by Borrower and dated APRIL 30, 2007.
The Note states that Borrower owes Lender TWO HUNDRED ELEVEN THOUSAND FIVE
HUNDRED AND 00/100 Dollars (U.S. \$ 211,500.00)
plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than MAY 1, 2037

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

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

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

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

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

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

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

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

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

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

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

(O) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. §2601 et seq.) and its implementing regulation, Regulation X (24 C.F.R. Part 3500), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

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

TRANSFER OF RIGHTS IN THE PROPERTY

This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender, the following described property located in the

COUNTY of MIAMI-DADE :
[Type of Recording Jurisdiction] [Name of Recording Jurisdiction]

SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF AS EXHIBIT "A".
A.P.N. : 30-5926-008-0370

which currently has the address of 15279 SOUTHWEST 134TH COURT
MIAMI, Florida 33177 ("Property Address"):
[City] [Zip Code]

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER 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.

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

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

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

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

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

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

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

9 and pay such amount and Borrower shall then be obligated under Section 9 to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 15 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section 3.

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

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

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

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

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

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

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

5. **Property Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and any other hazards including, but not limited to, earthquakes and floods, for which Lender requires insurance. This insurance shall be maintained in the amounts (including deductible levels) and for the periods that Lender requires. What Lender

requires pursuant to the preceding sentences can change during the term of the Loan. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's right to disapprove Borrower's choice, which right shall not be exercised unreasonably. Lender may require Borrower to pay, in connection with this Loan, either: (a) a one-time charge for flood zone determination, certification and tracking services; or (b) a one-time charge for flood zone determination and certification services and subsequent charges each time remappings or similar changes occur which reasonably might affect such determination or certification. Borrower shall also be responsible for the payment of any fees imposed by the Federal Emergency Management Agency in connection with the review of any flood zone determination resulting from an objection by Borrower.

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

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

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

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

are applicable to the coverage of the Property. Lender may use the insurance proceeds either to repair or restore the Property or to pay amounts unpaid under the Note or this Security Instrument, whether or not then due.

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

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

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

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

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

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

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

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

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

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

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

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

(b) Any such agreements will not affect the rights Borrower has - if any - with respect to the Mortgage Insurance under the Homeowners Protection Act of 1998 or any other law. These rights may include the right to receive certain disclosures, to request and obtain cancellation of the Mortgage Insurance, to have the

Mortgage Insurance terminated automatically, and/or to receive a refund of any Mortgage Insurance premiums that were unearned at the time of such cancellation or termination.

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

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

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

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

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

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

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

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

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

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

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

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

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

15. Notices. All notices given by Borrower or Lender in connection with this Security Instrument must be in writing. Any notice to Borrower in connection with this Security Instrument shall be deemed to have been given to Borrower when mailed by first class mail or when actually delivered to Borrower's notice address if sent by other means. Notice to any one Borrower shall constitute notice to all Borrowers unless Applicable Law expressly requires otherwise. The notice address shall be the Property Address unless Borrower has designated a substitute notice address by notice to Lender. Borrower shall promptly notify Lender of Borrower's change of address. If Lender specifies a procedure for reporting Borrower's change of address, then Borrower shall only report a change of address through that specified procedure. There may be only one designated notice address under this Security Instrument at any one time. Any notice to Lender shall be given by delivering it or by mailing it by first class mail to Lender's

address stated herein unless Lender has designated another address by notice to Borrower. Any notice in connection with this Security Instrument shall not be deemed to have been given to Lender until actually received by Lender. If any notice required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

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

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

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

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

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

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

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

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

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

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

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

Borrower shall promptly give Lender written notice of (a) any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge, (b) any Environmental Condition, including but not limited to, any spilling, leaking, discharge, release or threat of release of any Hazardous Substance, and (c) any condition caused by the presence, use or release of a Hazardous Substance which adversely affects the value of the Property. If Borrower learns, or is notified by any governmental or regulatory authority, or any private party, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall

promptly take all necessary remedial actions in accordance with Environmental Law. Nothing herein shall create any obligation on Lender for an Environmental Cleanup.

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

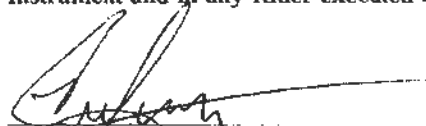
22. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Section 18 unless Applicable Law provides otherwise). The notice shall specify: (a) the default;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

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

24. Attorneys' Fees. As used in this Security Instrument and the Note, attorneys' fees shall include those awarded by an appellate court and any attorneys' fees incurred in a bankruptcy proceeding.

25. Jury Trial Waiver. The Borrower hereby waives any right to a trial by jury in any action, proceeding, claim, or counterclaim, whether in contract or tort, at law or in equity, arising out of or in any way related to this Security Instrument or the Note.

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


ROGER VELASQUEZ
15279 SOUTHWEST 134TH COURT,
MIAMI, FLORIDA 33177

(Seal)
-Borrower

(Seal)
-Borrower

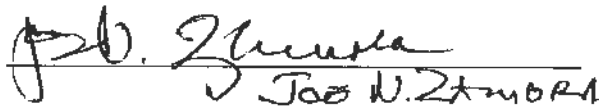
(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

Signed, sealed and delivered in the presence of:



Joe W. Zambora

[Space Below This Line For Acknowledgment]

STATE OF FLORIDA

COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this 30th day of APRIL, 2007
by ROGER VELASQUEZ

who is personally known to me or who has produced FE DRIVERS LIC
as identification. (Type of Identification)

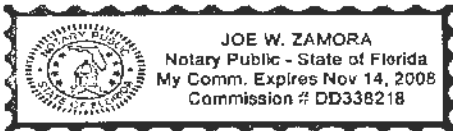
Joe W. Zamora
Signature

JOE W. ZAMORA
Name of Notary

NOTARY / SIGNING AGENT
Title

DD 338218
Serial Number, if any

(Seal)



BALLOON RIDER

Loan Number:


Servicing Number:

Date: APRIL 30, 2007

This is a BALLOON LOAN. The term of the loan is 50/30 years. This means that while your monthly payment amount is amortized in accordance with a 50 year loan term, the loan is payable in full in THIRTY (30) years from the date the loan is made. As a result, you will be required to repay the entire remaining principal balance, together with accrued interest, late charges, if any, and all advancements made by the lender under the terms of this loan in THIRTY (30) years from the date on which the loan is made.

The lender has no obligation to refinance this loan at the end of its term. Therefore, you may be required to repay the loan out of other assets you may own, or you may have to find another lender willing to refinance the loan.

Assuming this lender or another lender refinances this loan at maturity, you will probably be charged interest at market rates prevailing at that time which may be considerably higher or lower than the interest rate paid on this loan. You may also have to pay some or all of the closing costs normally associated with the new mortgage loan even if you obtain refinancing from the same lender.



ROGER VELASQUEZ (Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

MULTISTATE 50/30 BALLOON RIDER
01/04/07

DocMagic eForms 800-649-1362
www.docmagic.com

ADJUSTABLE RATE RIDER
(LIBOR Six-Month Index (As Published In *The Wall Street Journal*)
- Rate Caps)

THIS ADJUSTABLE RATE RIDER is made this 30th day of APRIL, 2007, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") of the same date given by the undersigned ("Borrower") to secure Borrower's Adjustable Rate Note (the "Note") to METROPOLITAN HOME MORTGAGE, INC., A CALIFORNIA CORPORATION ("Lender") of the same date and covering the property described in the Security Instrument and located at:

15279 SOUTHWEST 134TH COURT, MIAMI, FLORIDA 33177
[Property Address]

THE NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN THE INTEREST RATE AND THE MONTHLY PAYMENT. THE NOTE LIMITS THE AMOUNT BORROWER'S INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM RATE BORROWER MUST PAY.

ADDITIONAL COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A. INTEREST RATE AND MONTHLY PAYMENT CHANGES

The Note provides for an initial interest rate of 7.370%. The Note provides for changes in the interest rate and the monthly payments, as follows:

4. INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Change Dates

The interest rate I will pay may change on the 1st day of MAY, 2009, and on that day every 6th month thereafter. Each date on which my interest rate could change is called a "Change Date."

(B) The Index

Beginning with the first Change Date, my interest rate will be based on an Index. The "Index" is the average of interbank offered rates for six month U.S. dollar-denominated deposits in the London market ("LIBOR"), as published in *The Wall Street Journal*. The most recent Index figure available as of the first business day of the month immediately preceding the month in which the Change Date occurs is called the "Current Index."

If the Index is no longer available, the Note Holder will choose a new Index that is based upon comparable information. The Note Holder will give me notice of this choice.

(C) Calculation of Changes

Before each Change Date, the Note Holder will calculate my new interest rate by adding SIX AND 000/1000 percentage points (6.000 %) to the Current Index. The Note Holder will then round the result of this addition to the next higher one-eighth of one percentage point (0.125%). Subject to the limits stated in Section 4(D) below, this rounded amount will be my new interest rate until the next Change Date.

The Note Holder will then determine the amount of the monthly payment that would be sufficient to repay the unpaid principal that I am expected to owe at the Change Date in full on the Maturity Date at my new interest rate in substantially equal payments. The result of this calculation will be the new amount of my monthly payment.

(D) Limits on Interest Rate Changes

The interest rate I am required to pay at the first Change Date will not be greater than 8.870 % or less than 6.000 %. Thereafter, my interest rate will never be increased or decreased on any single Change Date by more than ONE AND 500/1000 percentage points (1.500 %) from the rate of interest

I have been paying for the preceding 6 months. My interest rate will never be greater than 13.370 %. My interest rate will never be less than 6.000 %.

(E) Effective Date of Changes

My new interest rate will become effective on each Change Date. I will pay the amount of my new monthly payment beginning on the first monthly payment date after the Change Date until the amount of my monthly payment changes again.

(F) Notice of Changes

The Note Holder will deliver or mail to me a notice of any changes in my interest rate and the amount of my monthly payment before the effective date of any change. The notice will include information required by law to be given to me and also the title and telephone number of a person who will answer any question I may have regarding the notice.

B. TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER

Uniform Covenant 18 of the Security Instrument is amended to read as follows:

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


If all or any part of the Property or any interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law. Lender also shall not exercise this option if: (a) Borrower causes to be submitted to Lender information required by Lender to evaluate the intended transferee as if a new loan were being made to the transferee; and (b) Lender reasonably determines that Lender's security will not be impaired by the loan

assumption and that the risk of a breach of any covenant or agreement in this Security Instrument is acceptable to Lender.

To the extent permitted by Applicable Law, Lender may charge a reasonable fee as a condition to Lender's consent to the loan assumption. Lender also may require the transferee to sign an assumption agreement that is acceptable to Lender and that obligates the transferee to keep all the promises and agreements made in the Note and in this Security Instrument. Borrower will continue to be obligated under the Note and this Security Instrument unless Lender releases Borrower in writing.

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

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



ROGER VELASQUEZ (Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

CONDOMINIUM RIDER

THIS CONDOMINIUM RIDER is made this 30th day of APRIL, 2007 and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to METROPOLITAN HOME MORTGAGE, INC., A CALIFORNIA CORPORATION (the "Lender") of the same date and covering the Property described in the Security Instrument and located at:

15279 SOUTHWEST 134TH COURT, MIAMI, FLORIDA 33177
[Property Address]

The Property includes a unit in, together with an undivided interest in the common elements of, a condominium project known as:

VISTA ALEGRE
[Name of Condominium Project]

(the "Condominium Project"). If the owners association or other entity which acts for the Condominium Project (the "Owners Association") holds title to property for the benefit or use of its members or shareholders, the Property also includes Borrower's interest in the Owners Association and the uses, proceeds and benefits of Borrower's interest.

CONDOMINIUM COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A. Condominium Obligations. Borrower shall perform all of Borrower's obligations under the Condominium Project's Constituent Documents. The "Constituent Documents" are the: (i) Declaration or any other document which creates the Condominium Project; (ii) by-laws; (iii) code of regulations; and (iv) other equivalent documents. Borrower shall promptly pay, when due, all dues and assessments imposed pursuant to the Constituent Documents.

B. Property Insurance. So long as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy on the Condominium Project which is satisfactory to Lender and which provides insurance coverage in the amounts (including deductible levels), for the periods, and against loss by fire, hazards included within the term "extended coverage," and any other hazards, including, but not limited to, earthquakes and floods, from which Lender requires insurance, then: (i) Lender waives the provision in Section 3 for the Periodic Payment to Lender of the yearly premium installments for property insurance on the Property; and (ii) Borrower's obligation under Section 5 to maintain property insurance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Owners Association policy.

What Lender requires as a condition of this waiver can change during the term of the loan.

Borrower shall give Lender prompt notice of any lapse in required property insurance coverage provided by the master or blanket policy.

In the event of a distribution of property insurance proceeds in lieu of restoration or repair following a loss to the Property, whether to the unit or to common elements, any proceeds payable to Borrower are hereby assigned and shall be paid to Lender for application to the sums secured by the Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.


C. Public Liability Insurance. Borrower shall take such actions as may be reasonable to insure that the Owners Association maintains a public liability insurance policy acceptable in form, amount, and extent of coverage to Lender.

D. Condemnation. The proceeds of any award or claim for damages, direct or consequential, payable to Borrower in connection with any condemnation or other taking of all or any part of the Property, whether of the unit or of the common elements, or for any conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. Such proceeds shall be applied by Lender to the sums secured by the Security Instrument as provided in Section 11.

E. Lender's Prior Consent. Borrower shall not, except after notice to Lender and with Lender's prior written consent, either partition or subdivide the Property or consent to: (i) the abandonment or termination of the Condominium Project, except for abandonment or termination required by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain; (ii) any amendment to any provision of the Constituent Documents if the provision is for the express benefit of Lender; (iii) termination of professional management and assumption of self-management of the Owners Association; or (iv) any action which would have the effect of rendering the public liability insurance coverage maintained by the Owners Association unacceptable to Lender.

F. Remedies. If Borrower does not pay condominium dues and assessments when due, then Lender may pay them. Any amounts disbursed by Lender under this paragraph F shall become additional debt of Borrower secured by the Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

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



ROGER VELASQUEZ (Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

“Exhibit A”

THE FOLLOWING DESCRIBED LOT, PIECE OR PARCEL OF LAND, LYING AND BEING IN THE COUNTY OF MIAMI-DADE; STATE OF FLORIDA, TO-WIT:

UNIT NO. 1201 IN BUILDING NO. 12, OF VISTA ALEGRE TOWNHOMES VILLAS STAGE I CONDOMINIUM, A CONDOMINIUM, ACCORDING TO THE DECLARATION OF CONDOMINIUM THEREOF, AS RECORDED IN OFFICIAL RECORDS BOOK 17328 AT PAGE 78, OF THE PUBLIC RECORDS OF MIAMI-DADE, FLORIDA, TOGETHER WITH AN UNDIVIDED INTEREST IN THE COMMON ELEMENTS APPURTENANT THERETO AS SET FORTH IN THE DECLARATION OF CONDOMINIUM.

BEING THE SAME PROPERTY CONVEYED TO YOLANDA OROZCO BY DEED FROM DUILIO MARTIN SOLORZANO RECORDED 02/28/2000 IN DEED BOOK 19000 PAGE 1362, IN THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA.

EXHIBIT "C"

HOME AFFORDABLE MODIFICATION AGREEMENT (Step Two of Two-Step Documentation Process)

Borrower ("I"): ROGER VELASQUEZ

Lender or Servicer ("Lender"): American Home Mortgage Servicing, Inc.

Date of first lien mortgage, deed of trust, or security deed ("Mortgage") and Note ("Note"): 5/4/2007

Loan Number: 0023206352

Property Address ("Property"): 15279SW134TH CT, MIAMI FL 33177

If my representations in Section 1 continue to be true in all material respects, then this Home Affordable Modification Agreement ("Agreement") will, as set forth in Section 3, amend and supplement (1) the Mortgage on the Property, and (2) the Note secured by the Mortgage. The Mortgage and Note together, as they may previously have been amended, are referred to as the "Loan Documents." Capitalized terms used in this Agreement and not defined have the meaning given to them in Loan Documents.

I understand that after I sign and return two copies of this Agreement to the Lender, the Lender will send me a signed copy of this Agreement. This Agreement will not take effect unless the preconditions set forth in Section 2 have been satisfied.

1. **My Representations.** I certify, represent to Lender, and agree:
 - A. I am experiencing a financial hardship, and as a result, (i) I am in default under the Loan Documents, and (ii) I do not have sufficient income or access to sufficient liquid assets to make the monthly mortgage payments now or in the near future;
 - B. I live in the Property as my principal residence, and the Property has not been condemned;
 - C. There has been no change in the ownership of the Property since I signed the Loan Documents;
 - D. I have provided documentation for all income that I receive (and I understand that I am not required to disclose child support or alimony unless I chose to rely on such income when requesting to qualify for the Home Affordable Modification program ("Program"));
 - E. Under penalty of perjury, all documents and information I have provided to Lender in connection with this Agreement, including the documents and information regarding my eligibility for the Program, are true and correct;
 - F. If Lender requires me to obtain credit counseling in connection with the Program, I will do so; and
 - G. I have made or will make all payments required under a Trial Period Plan or Loan Workout Plan.
 - H. I was discharged in a Chapter 7 bankruptcy proceeding subsequent to the execution of the Loan Documents. Based on this representation, Lender agrees that I will not have personal liability on the debt pursuant to this Agreement. I agree that this representation and Lender's agreement apply only to each Borrower who actually was so discharged in a Chapter 7 proceeding.
2. **Acknowledgements and Preconditions to Modification.** I understand and acknowledge that:
 - A. If prior to the Modification Effective Date as set forth in Section 3 the Lender determines that any of my representations in Section 1 are no longer true and correct, the Loan Documents will not be modified and this Agreement will terminate. In that event, the Lender will have all of the rights and remedies provided by the Loan Documents; and
 - B. I understand that the Loan Documents will not be modified unless and until (i) I receive from the Lender a copy of this Agreement signed by the Lender, and (ii) the Modification Effective Date (as defined in Section 3) has occurred. I further understand and agree that the Lender will not be obligated or bound to make any modification of the Loan Documents if I fail to meet any one of the requirements under this Agreement.

1 If more than one Borrower or Mortgagor is executing this document, each is referred to as "I." For purposes of this document words signifying the singular (such as "I") shall include the plural (such as "we") and vice versa where appropriate.

3. **The Modification.** If my representations in Section 1 continue to be true in all material respects and all preconditions to the modification set forth in Section 2 have been met, the Loan Documents will automatically become modified on 3/1/2012 (the "Modification Effective Date") and all unpaid late charges that remain unpaid will be waived. I understand that if I have failed to make any payments as a precondition to this modification under a workout plan or trial period plan, this modification will not take effect. The first modified payment will be due on 3/1/2012.

A. The new Maturity Date will be: 5/1/2037.

B. The modified principal balance of my Note will include all amounts and arrearages that will be past due as of the Modification Effective Date (including unpaid and deferred interest, fees, escrow advances and other costs, but excluding unpaid late charges, collectively, "Unpaid Amount") less any amounts paid to the Lender but not previously credited to my Loan. The new principal balance of my Note will be \$228,949.16 (the "New Principal Balance"). I understand that by agreeing to add the Unpaid Amounts to the outstanding principal balance, the added Unpaid Amounts accrue interest based on the interest rate in effect under this Agreement. I also understand that this means interest will now accrue on the unpaid interest that is added to the outstanding principal balance, which would not happen without this Agreement.

C. Interest at the rate of 2.5% will begin to accrue on the New Principal Balance as of 2/1/2012, and the first new monthly payment on the New Principal Balance will be due on 3/1/2012. My payment schedule for the modified Loan is as follows:

Years	Interest Rate	Interest Rate Change Date	Monthly Principal and Interest Payment Amount	Estimated Monthly Escrow Payment Amount*	Total Monthly Payment*	Payment Begins On	Number of Monthly Payments
1-5	2.5%	2/1/2012	\$1,019.78	\$126.59	\$1,146.37	3/1/2012	60
6	3.5%	2/1/2017	\$1,117.23	May adjust periodically	May adjust periodically	3/1/2017	12
7-26	3.875%	2/1/2018	\$1,153.48	May adjust periodically	May adjust periodically	3/1/2018	230
26	N/A%	N/A	\$1,153.48	May adjust periodically	\$1,153.48	5/1/2037	1

*The escrow payments may be adjusted periodically in accordance with applicable law and therefore my total monthly payment may change accordingly.

The above terms in this Section 3.C. shall supersede any provisions to the contrary in the Loan Documents, including but not limited to, provisions for an adjustable or step interest rate.

I understand that, if I have a pay option adjustable rate mortgage loan, upon modification, the minimum monthly payment option, the interest-only or any other payment options will no longer be offered and that the monthly payments described in the above payment schedule for my modified loan will be the minimum payment that will be due each month for the remaining term of the loan. My modified loan will not have a negative amortization feature that would allow me to pay less than the interest due resulting in any unpaid interest to be added to the outstanding principal balance.

- D. I will be in default if I do not comply with the terms of the Loan Documents, as modified by this Agreement.
- E. If a default rate of interest is permitted under the Loan Documents, then in the event of default under the Loan Documents, as amended, the interest that will be due will be the rate set forth in Section 3.C.

4. **Additional Agreements.** I agree to the following:

- A. That all persons who signed the Loan Documents or their authorized representative(s) have signed this Agreement, unless (i) a borrower or co-borrower is deceased; (ii) the borrower and co-borrower are divorced and the property has been transferred to one spouse in the divorce decree, the spouse who no longer has an interest in the property need not sign this Agreement (although the non-signing spouse may continue to be held liable for the obligation under the Loan Documents); or (iii) the Lender has waived this requirement in writing.
- B. That this Agreement shall supersede the terms of any modification, forbearance, Trial Period Plan, or Workout Plan that I previously entered into with Lender.
- C. To comply, except to the extent that they are modified by this Agreement, with all covenants, agreements, and requirements of Loan Documents including my agreement to make all payments of taxes, insurance premiums, assessments, Escrow Items, impounds, and all other payments, the amount of which may change periodically over the term of my Loan.
- D. **Funds for Escrow Items.** I will pay to Lender on the day payments are due under the Loan Documents as amended by this Agreement, until the Loan is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over the Mortgage as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under the Loan Documents; (d) mortgage insurance premiums, if any, or any sums payable to Lender in lieu of the payment of mortgage insurance premiums in accordance with the Loan Documents; and (e) any community association dues, fees, and assessments that Lender requires to be escrowed. These items are called "Escrow Items." I shall promptly furnish to Lender all notices of amounts to be paid under this Section 4.D. I shall pay Lender the Funds for Escrow Items unless Lender waives my obligation to pay the Funds for any or all Escrow Items. Lender may waive my obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, I shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within

such time period as Lender may require. My obligation to make such payments and to provide receipts shall, for all purposes, be deemed to be a covenant and agreement contained in the Loan Documents, as the phrase "covenant and agreement" is used in the Loan Documents. If I am obligated to pay Escrow Items directly, pursuant to a waiver, and I fail to pay the amount due for an Escrow Item, Lender may exercise its rights under the Loan Documents and this Agreement and pay such amount, and I shall then be obligated to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with the Loan Documents, and, upon such revocation, I shall pay to Lender all Funds, and in such amounts, that are then required under this Section 4.D.

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

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

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

Upon payment in full of all sums secured by the Loan Documents, Lender shall promptly refund to me any Funds held by Lender.

- E. That the Loan Documents are composed of duly valid, binding agreements, enforceable in accordance with their terms and are hereby reaffirmed.
- F. That all terms and provisions of the Loan Documents, except as expressly modified by this Agreement, remain in full force and effect; nothing in this Agreement shall be understood or construed to be a satisfaction or release in whole or in part of the obligations contained in the Loan Documents; and that except as otherwise specifically provided in, and as expressly modified by, this Agreement, the Lender and I will be bound by, and will comply with, all of the terms and conditions of the Loan Documents.
- G. That, as of the Modification Effective Date, notwithstanding any other provision of the Loan Documents, I agree as follows: If all or any part of the Property or any interest in it is sold or transferred without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by the Mortgage. However, Lender shall not exercise this option if state or federal law, rules or regulations prohibit the exercise of such option as of the date of such sale or transfer. If Lender exercises this option, Lender shall give me notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which I must pay all sums secured by the Mortgage. If I fail to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by the Mortgage without further notice or demand on me.
- H. That, as of the Modification Effective Date, I understand that the Lender will only allow the transfer and assumption of the Loan, including this Agreement, to a transferee of my property as permitted under the Garn St. Germain Act, 12 U.S.C. Section 1701j-3. A buyer or transferee of the Property will not be permitted, under any other circumstance, to assume the Loan. Except as noted herein, this Agreement may not be assigned to, or assumed by, a buyer or transferee of the Property.
- I. That, as of the Modification Effective Date, if any provision in the Note or in any addendum or amendment to the Note allowed for the assessment of a penalty for full or partial prepayment of the Note, such provision is null and void.

- J. That, I will cooperate fully with Lender in obtaining any title endorsement(s), or similar title insurance product(s), and/or subordination agreement(s) that are necessary or required by the Lender's procedures to ensure that the modified mortgage loan is in first lien position and/or is fully enforceable upon modification and that if, under any circumstance and notwithstanding anything else to the contrary in this Agreement, the Lender does not receive such title endorsement(s), title insurance product(s) and/or subordination agreement(s), then the terms of this Agreement will not become effective on the Modification Effective Date and the Agreement will be null and void.
- K. That I will execute such other documents as may be reasonably necessary to either (i) consummate the terms and conditions of this Agreement; or (ii) correct the terms and conditions of this Plan if an error is detected after execution of this Agreement. I understand that a corrected Agreement will be provided to me and this Agreement will be void and of no legal effect upon notice of such error. If I elect not to sign any such corrected Agreement, the terms of the original Loan Documents shall continue in full force and effect, such terms will not be modified by this Agreement, and I will not be eligible for a modification under the Home Affordable Modification program.
- L. Mortgage Electronic Registration Systems, Inc. ("MERS") is a separate corporation organized and existing under the laws of Delaware and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, (888) 679-MERS. In cases where the loan has been registered with MERS who has only legal title to the interests granted by the borrower in the mortgage and who is acting solely as nominee for Lender and Lender's successors and assigns, MERS has the right: to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property, and to take any action required of Lender including, but not limited to, releasing and canceling the mortgage loan.
- M. That Lender will collect and record personal information, including, but not limited to, my name, address, telephone number, social security number, credit score, income, payment history, government monitoring information, and information about account balances and activity. In addition, I understand and consent to the disclosure of my personal information and the terms of the Trial Period Plan and this Modification Agreement by Lender to (a) the U.S. Department of the Treasury, (b) Fannie Mae and Freddie Mac in connection with their responsibilities under the Home Affordability and Stability Plan; (c) any investor, insurer, guarantor or servicer that owns, insures, guarantees, or services my first lien or subordinate lien (if applicable) mortgage loan(s); (d) companies that perform support services for the Home Affordable Modification Program and the Second Lien Modification Program; and (e) any HUD certified housing counselor.
- N. I agree that if any document related to the Loan Documents and/or this Agreement is lost, misplaced, misstated, inaccurately reflects the true and correct terms and conditions of the loan as modified, or is otherwise missing, I will comply with the Lender's request to execute, acknowledge, initial, and deliver to the Lender any documentation the Lender deems necessary. If the original promissory note is replaced, the Lender hereby indemnifies me against any loss associated with a demand on the original note. All documents the Lender requests of me under this Section 4.N. shall be referred to as "Documents." I agree to deliver the Documents within ten (10) days after I receive the Lender's written request for such replacement.

In Witness Whereof, the Lender and I have executed this Agreement

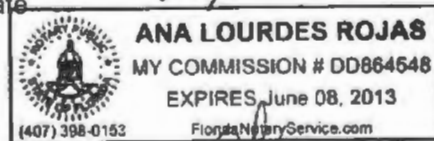
American Home Mortgage Servicing, Inc.

By: _____

Date

[Signature]

ROGER VELASQUEZ (Seal)
Date: 2/9/12



[Space Below This Line For Acknowledgement]



C/O PHH Mortgage Services | 1 Mortgage Way | Mt. Laurel, NJ 08054 | Tel: 1-888-820-6474 | Fax: 1-856-917-8300

July 9, 2020

Account Number [REDACTED]

[REDACTED]
 [REDACTED]
 [REDACTED]
 ROGER VELASQUEZ
 15279 SW 134TH CT APT 1201
 MIAMI FL 33177-1181

Property Address:
 15279SW134TH CT
 MIAMI FL 33177-1181

EXHIBIT "D"

NOTIFICATION OF PAYMENT DEFERRAL

Dear Customer(s),



**Why We Are
 Sending This
 Letter**

We previously approved this account for a **Temporary Hardship Forbearance Plan** ("Forbearance Plan") due to a financial hardship related to COVID-19.

We are pleased to inform you that this account has also been approved for a **Payment Deferral** in order to provide additional time to make payments given these challenging times.

In accordance with the terms of this **Payment Deferral**:

- All unpaid monthly payments that were originally due on or before June 30, 2020 are no longer due at the end of the Forbearance Plan. Instead, this amount of \$1271.38 is now due on 05/01/2037 or upon loan payoff, whichever comes first.
- This account is now current through June 30, 2020.



**What You Need
 to Do?**

No further action is required to accept this Payment Deferral or to continue on the Forbearance Plan. If you wish to decline this payment deferral, please call us to discuss your situation.

This notice changes only the due date of the deferred amounts outlined above. All remaining terms of the previously-approved Forbearance Plan remain unchanged (see next page for recap of Forbearance Plan terms).

www.MortgageQuestions.com

XC092

This communication is from a debt collector attempting to collect a debt; any information obtained will be used for that purpose. However, if the debt is in active bankruptcy or has been discharged through bankruptcy, this communication is provided purely for informational purposes only with regard to our secured lien on the above referenced property. It is not intended as an attempt to collect a debt from you personally. As may be required by state law, you are hereby notified that a negative credit report reflecting on an account holder's credit record may be submitted to a credit reporting agency if credit obligation terms are not fulfilled.



C/O PHH Mortgage Services | 1 Mortgage Way | Mt. Laurel, NJ 08054 | Tel: 1-888-820-6474 | Fax: 1-856-917-8300


 What We Will
 Do

During the term of the Forbearance Plan, we will not assess late fees, nor will we report the account as delinquent to credit bureaus or initiate any foreclosure proceedings.

Before the end of the Forbearance Plan, we will contact you to discuss the status of your financial hardship and any mortgage assistance options that may be needed and available at that time.

We hope that this Payment Deferral helps relieve some of the stress associated with the hardship you are experiencing as a result of COVID-19 and allows you to focus on taking care of yourself and your loved ones. If you have questions, please call us at 1-888-820-6474. We are experiencing high volumes and apologize in advance if wait times are longer than usual. Information can also be found online at www.MortgageQuestions.com.

For any questions, please contact our Customer Care Center at 1-888-820-6474 Monday through Friday from 8:00 AM to 9:00 PM and Saturday from 8:00 AM to 5:00 PM ET. You can also visit our website www.MortgageQuestions.com.

Sincerely,
 Loan Servicing



C/O PHH Mortgage Services | 1 Mortgage Way | ML Laurel, NJ 08054 | Tel: 1-888-820-6474 | Fax: 1-856-917-8300

IMPORTANT INFORMATION REGARDING THE FORBEARANCE PLAN AND PAYMENT DEFERRAL

- The remaining monthly payments that were forborne under the Forbearance Plan and not deferred as part of this, or any prior, Payment Deferral will continue to be due as outlined in the Temporary Hardship Forbearance Plan Agreement letter we sent. Key terms of this plan:
 - Next Payment Due Date: 09/01/2020
 - Number of monthly payments due on Next Payment Due Date: 3
 - Amount Due on Next Payment Due Date: \$3814.14
 - Upon completion of the Forbearance Plan and beginning on the Next Payment Due Date, the obligation to pay the regular monthly mortgage payments will resume
 - All other account terms remain unchanged during the Forbearance Plan
- Please note that the Amount Due on Next Payment Due Date is approximate and may not account for any increase or decrease to the regular monthly mortgage payment during the Forbearance Plan period, such as those resulting from an escrow analysis or an ARM adjustment.
- If the account previously included a deferred balance, this Payment Deferral is in addition to, and does not replace or relieve the obligation to pay, such previously-deferred amounts. Accordingly, the total deferred balance on the account now includes such previously-deferred amounts, together with those payment(s) being deferred in accordance with the Payment Deferral described herein.
- Any bankruptcy filing during the Forbearance Plan period may void the Forbearance Plan.
- The obligation to pay the monthly mortgage payment will continue to be suspended until the Next Payment Due Date described above. However, we will continue to accept voluntary payments before the Next Payment Due Date and any such payment that is received after the date of this notice will be applied toward the monthly payment amounts that have not yet been forborne.
- Information regarding the next monthly account statement:
 - Because this Payment Deferral defers the obligation to make the payment(s) described herein to a date in the future, the next monthly account statement will reflect that these amounts are no longer "Past Due Payment(s)."
 - These amounts will, instead, be included in the "Deferred Balance" reflected on the monthly account statement (together with any pre-existing deferred amounts).
 - Although the "Deferred Balance" may be displayed as a sub-set of the "Outstanding Principal Balance," the payment(s) being deferred under this Payment Deferral will not accrue additional interest and, in future monthly account statements, we will be adjusting the heading that reads "Outstanding Principal Balance" to "Outstanding Balance" in order to avoid any confusion.
 - For escrowed loans, the monthly account statement will also reflect an "Escrow Deposit" in the "Transaction Activity" section. Because the obligation to pay the monthly payment(s) described herein (which includes the escrow component of such payment(s)) has been deferred to a date in the future, we have made an advance to the escrow account in order to keep it funded and avoid a shortage as a result of the deferred payment(s), which could have resulted in an increase to the monthly payment after the next escrow analysis. However, our advancement and deposit of these funds into the escrow account does not in any way waive or release the obligation to pay these amounts in the future when the deferred payment(s) are due.

This communication is from a debt collector attempting to collect a debt; any information obtained will be used for that purpose. However, if the debt is in active bankruptcy or has been discharged through bankruptcy, this communication is provided purely for informational purposes only with regard to our secured lien on the above referenced property. It is not intended as an attempt to collect a debt from you personally. As may be required by state law, you are hereby notified that a negative credit report reflecting on an account holder's credit record may be submitted to a credit reporting agency if credit obligation terms are not fulfilled.



C/O PHH Mortgage Services | 1 Mortgage Way | ML Laurel, NJ 08054 | Tel: 1-888-820-6474 | Fax: 1-856-917-8300

Other Important Information

HUD Counseling

For additional assistance, the United States Department of Housing and Urban Development ("HUD"), which is a government agency, sponsors housing counseling agencies throughout the country that can provide you advice on foreclosure alternatives, budgetary issues, and even assistance with understanding this notice. There is no fee for this service. If you would like assistance, you can contact a HUD-approved housing counselor by calling 1-800-569-4287 or you can reach the HOPE Hotline number at 1-888-995-HOPE. You may also visit the HUD website at <http://www.hud.gov/offices/hsg/sfh/hcc/hcs.cfm>.

HUD Consejeria

Para obtener ayuda adicional, el Departamento de Vivienda y Desarrollo Urbano ("HUD") de Estados Unidos, que es una agencia del gobierno, patrocina agencias de asesoria de vivienda en todo el pais que le puede proporcionar asesoramiento sobre las alternativas de ejecucion hipotecaria, las cuestiones presupuestarias, e incluso la asistencia con la comprension de este aviso. No hay que pagar por este servicio. Si desea ayuda, puede ponerse en contacto con un asesor de vivienda aprobado por HUD llamando al 1-800-569-4287 o puede llegar a la Linea Directa de HOPE al 1-888-995-HOPE. También puede visitar el sitio web de HUD en <http://www.hud.gov/offices/hsg/sfh/hcc/hcs.cfm>.

Attention Servicemembers and Dependents

Servicemember on "active duty" or "active service", or a spouse or dependent of such a servicemember may be entitled to certain legal protections and debt relief pursuant to the Servicemembers Civil Relief Act (50 USC §§ 3901-4043) (SCRA). If you are entitled to or have questions as to whether you are entitled to legal protections under the SCRA, please go to www.militaryonesource.mil/legal or call 1-800-342-9647 to find out more information. You can also contact us at 1-888-820-6474 if you have any questions about your rights under SCRA.

Requests for Information and Notices of Error, including Qualified Written Requests

If you wish to request information or assert an error relating to the servicing of your mortgage loan, including any Qualified Written Requests, you must use the address below and include your name, your mortgage loan account number, property address and a statement of either the information you are requesting or the error you believe has occurred.

PHH Mortgage Services
Post Office Box 66002
Lawrenceville, NJ 08648



C/O PHH Mortgage Services | 1 Mortgage Way | Mt. Laurel, NJ 08054 | Tel: 1-888-820-6474 | Fax: 1-856-917-8300
 August 6, 2020 Account Number

[Redacted]
 [Redacted]
 [Redacted]

Property Address:
 15279SW134TH CT
 MIAMI FL 33177-1181

ROGER VELASQUEZ
 15279 SW 134TH CT APT 1201
 MIAMI FL 33177-1181

NOTIFICATION OF PAYMENT DEFERRAL

Dear Customer(s),



Why We Are
 Sending This
 Letter

We previously approved this account for a **Temporary Hardship Forbearance Plan** (“Forbearance Plan”) due to a financial hardship related to COVID-19.

We are pleased to inform you that this account has also been approved for a **Payment Deferral** in order to provide additional time to make payments given these challenging times.

In accordance with the terms of this **Payment Deferral**:

- All unpaid monthly payments that were originally due on or before July 31, 2020 are no longer due at the end of the Forbearance Plan. Instead, this amount of \$1,271.38 is now due on 05/01/2037 or upon loan payoff, whichever comes first.
- This account is now current through July 31, 2020.



What You Need
 to Do?

No further action is required to accept this Payment Deferral or to continue on the Forbearance Plan. If you wish to decline this payment deferral, please call us to discuss your situation.

This notice changes only the due date of the deferred amounts outlined above. All remaining terms of the previously-approved Forbearance Plan remain unchanged (see next page for recap of Forbearance Plan terms).



C/O PHH Mortgage Services | 1 Mortgage Way | Mt. Laurel, NJ 08054 | Tel: 1-888-820-6474 | Fax: 1-856-917-8300


**What We Will
Do**

During the term of the Forbearance Plan, we will not assess late fees, nor will we report the account as delinquent to credit bureaus or initiate any foreclosure proceedings.

Before the end of the Forbearance Plan, we will contact you to discuss the status of your financial hardship and any mortgage assistance options that may be needed and available at that time.

We hope that this Payment Deferral helps relieve some of the stress associated with the hardship you are experiencing as a result of COVID-19 and allows you to focus on taking care of yourself and your loved ones. If you have questions, please call us at 1-888-820-6474. We are experiencing high volumes and apologize in advance if wait times are longer than usual. Information can also be found online at www.MortgageQuestions.com.

For any questions, please contact our Customer Care Center at 1-888-820-6474 Monday through Friday from 8:00 AM to 9:00 PM and Saturday from 8:00 AM to 5:00 PM ET. You can also visit our website www.MortgageQuestions.com.

Sincerely,
Loan Servicing

This communication is from a debt collector attempting to collect a debt; any information obtained will be used for that purpose. However, if the debt is in active bankruptcy or has been discharged through bankruptcy, this communication is provided purely for informational purposes only with regard to our secured lien on the above referenced property. It is not intended as an attempt to collect a debt from you personally. As may be required by state law, you are hereby notified that a negative credit report reflecting on an accountholder's credit record may be submitted to a credit reporting agency if credit obligation terms are not fulfilled.



C/O PHH Mortgage Services | 1 Mortgage Way | ML Laurel, NJ 08054 | Tel: 1-888-820-6474 | Fax: 1-856-917-8300

IMPORTANT INFORMATION REGARDING THE FORBEARANCE PLAN AND PAYMENT DEFERRAL

- The remaining monthly payments that were forborne under the Forbearance Plan and not deferred as part of this, or any prior, Payment Deferral will continue to be due as outlined in the Temporary Hardship Forbearance Plan Agreement letter we sent. Key terms of this plan:
 - Next Payment Due Date: 09/01/2020
 - Number of monthly payments due on Next Payment Due Date: 2
 - Amount Due on Next Payment Due Date: \$2,542.76
 - Upon completion of the Forbearance Plan and beginning on the Next Payment Due Date, the obligation to pay the regular monthly mortgage payments will resume
 - All other account terms remain unchanged during the Forbearance Plan
- Please note that the Amount Due on Next Payment Due Date is approximate and may not account for any increase or decrease to the regular monthly mortgage payment during the Forbearance Plan period, such as those resulting from an escrow analysis or an ARM adjustment.
- If the account previously included a deferred balance, this Payment Deferral is in addition to, and does not replace or relieve the obligation to pay, such previously-deferred amounts. Accordingly, the total deferred balance on the account now includes such previously-deferred amounts, together with those payment(s) being deferred in accordance with the Payment Deferral described herein.
- Any bankruptcy filing during the Forbearance Plan period may void the Forbearance Plan.
- The obligation to pay the monthly mortgage payment will continue to be suspended until the Next Payment Due Date described above. However, we will continue to accept voluntary payments before the Next Payment Due Date and any such payment that is received after the date of this notice will be applied toward the monthly payment amounts that have not yet been forborne.
- Information regarding the next monthly account statement:
 - Because this Payment Deferral defers the obligation to make the payment(s) described herein to a date in the future, the next monthly account statement will reflect that these amounts are no longer "Past Due Payment(s)."
 - These amounts will, instead, be included in the "Deferred Balance" reflected on the monthly account statement (together with any pre-existing deferred amounts).
 - Although the "Deferred Balance" may be displayed as a sub-set of the "Outstanding Principal Balance," the payment(s) being deferred under this Payment Deferral will not accrue additional interest and, in future monthly account statements, we will be adjusting the heading that reads "Outstanding Principal Balance" to "Outstanding Balance" in order to avoid any confusion.
 - For escrowed loans, the monthly account statement will also reflect an "Escrow Deposit" in the "Transaction Activity" section. Because the obligation to pay the monthly payment(s) described herein (which includes the escrow component of such payment(s)) has been deferred to a date in the future, we have made an advance to the escrow account in order to keep it funded and avoid a shortage as a result of the deferred payment(s), which could have resulted in an increase to the monthly payment after the next escrow analysis. However, our advancement and deposit of these funds into the escrow account does not in any way waive or release the obligation to pay these amounts in the future when the deferred payment(s) are due.

This communication is from a debt collector attempting to collect a debt; any information obtained will be used for that purpose. However, if the debt is in active bankruptcy or has been discharged through bankruptcy, this communication is provided purely for informational purposes only with regard to our secured lien on the above referenced property. It is not intended as an attempt to collect a debt from you personally. As may be required by state law, you are hereby notified that a negative credit report reflecting on an account holder's credit record may be submitted to a credit reporting agency if credit obligation terms are not fulfilled.



C/O PHH Mortgage Services | 1 Mortgage Way | ML Laurel, NJ 08054 | Tel: 1-888-820-6474 | Fax: 1-856-917-8300

Other Important Information

HUD Counseling

For additional assistance, the United States Department of Housing and Urban Development ("HUD"), which is a government agency, sponsors housing counseling agencies throughout the country that can provide you advice on foreclosure alternatives, budgetary issues, and even assistance with understanding this notice. There is no fee for this service. If you would like assistance, you can contact a HUD-approved housing counselor by calling 1-800-569-4287 or you can reach the HOPE Hotline number at 1-888-995-HOPE. You may also visit the HUD website at <http://www.hud.gov/offices/hsg/sfh/hcc/hcs.cfm>.

HUD Consejeria

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Attention Servicemembers and Dependents

Servicemember on "active duty" or "active service", or a spouse or dependent of such a servicemember may be entitled to certain legal protections and debt relief pursuant to the Servicemembers Civil Relief Act (50 USC §§ 3901-4043) (SCRA). If you are entitled to or have questions as to whether you are entitled to legal protections under the SCRA, please go to www.militaryonesource.mil/legal or call 1-800-342-9647 to find out more information. You can also contact us at 1-888-820-6474 if you have any questions about your rights under SCRA.

Requests for Information and Notices of Error, including Qualified Written Requests

If you wish to request information or assert an error relating to the servicing of your mortgage loan, including any Qualified Written Requests, you must use the address below and include your name, your mortgage loan account number, property address and a statement of either the information you are requesting or the error you believe has occurred.

PHH Mortgage Services
Post Office Box 66002
Lawrenceville, NJ 08648



C/O PHH Mortgage Services | 1 Mortgage Way | Mt Laurel NJ 08054 | Tel: 1-888-820-6474 | Fax: 1-856-917-8300

September 3, 2020

Account Number [REDACTED]

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED] ROGER VELASQUEZ
15279 SW 134TH CT APT 1201
MIAMI FL 33177-1181**Property Address:**
15279SW134TH CT
MIAMI FL 33177-1181

NOTIFICATION OF PAYMENT DEFERRAL

Dear Customer(s),



Why We Are
Sending This
Letter

We previously approved this account for a **Temporary Hardship Forbearance Plan** ("Forbearance Plan") due to a financial hardship related to COVID-19.

We are pleased to inform you that this account has also been approved for a **Payment Deferral** in order to provide additional time to make payments given these challenging times.

In accordance with the terms of this **Payment Deferral**:

- All unpaid monthly payments that were originally due on or before August 31, 2020 are no longer due at the end of the Forbearance Plan. Instead, this amount of \$1,271.38 is now due on 05/01/2037 or upon loan payoff, whichever comes first.
- This account is now current through August 31, 2020.



What You Need
to Do?

No further action is required to accept this Payment Deferral or to continue on the Forbearance Plan. If you wish to decline this payment deferral, please call us to discuss your situation.

This notice changes only the due date of the deferred amounts outlined above. All remaining terms of the previously-approved Forbearance Plan remain unchanged (see next page for recap of Forbearance Plan terms).

www.MortgageQuestions.com

XC092

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C/O PHH Mortgage Services | 1 Mortgage Way | Mt Laurel NJ 08054 | Tel: 1-888-820-6474 | Fax: 1-856-917-8300


 What We Will
 Do

During the term of the Forbearance Plan, we will not assess late fees, nor will we report the account as delinquent to credit bureaus or initiate any foreclosure proceedings.

Before the end of the Forbearance Plan, we will contact you to discuss the status of your financial hardship and any mortgage assistance options that may be needed and available at that time.

We hope that this Payment Deferral helps relieve some of the stress associated with the hardship you are experiencing as a result of COVID-19 and allows you to focus on taking care of yourself and your loved ones. If you have questions, please call us at 1-888-820-6474. We are experiencing high volumes and apologize in advance if wait times are longer than usual. Information can also be found online at www.MortgageQuestions.com.

For any questions, please contact our Customer Care Center at 1-888-820-6474 Monday through Friday from 8:00 AM to 9:00 PM and Saturday from 8:00 AM to 5:00 PM ET. You can also visit our website www.MortgageQuestions.com.

Sincerely,
 Loan Servicing



IMPORTANT INFORMATION REGARDING THE FORBEARANCE PLAN AND PAYMENT DEFERRAL

- The remaining monthly payments that were forborne under the Forbearance Plan and not deferred as part of this, or any prior, Payment Deferral will continue to be due as outlined in the Temporary Hardship Forbearance Plan Agreement letter we sent. Key terms of this plan:
 - Next Due Date: 12/01/2020
 - Number of monthly payments due on Next Due Date: 4
 - Amount Due on Next Due Date: \$5,085.52
 - Upon completion of the Forbearance Plan and beginning on the Next Due Date, the obligation to pay the regular monthly mortgage payments will resume
 - All other account terms remain unchanged during the Forbearance Plan
- Please note that the Amount Due on Next Due Date is approximate and may not account for any increase or decrease to the regular monthly mortgage payment during the Forbearance Plan period, such as those resulting from an escrow analysis or an ARM adjustment.
- If the account previously included a deferred balance, this Payment Deferral is in addition to, and does not replace or relieve the obligation to pay, such previously-deferred amounts. Accordingly, the total deferred balance on the account now includes such previously-deferred amounts, together with those payment(s) being deferred in accordance with the Payment Deferral described herein.
- Any bankruptcy filing during the Forbearance Plan period may void the Forbearance Plan.
- The obligation to pay the monthly mortgage payment will continue to be suspended until the Next Due Date described above. However, we will continue to accept voluntary payments before the Next Due Date and any such payment that is received after the date of this notice will be applied toward the monthly payment due.
- Information regarding the next monthly account statement:
 - Because this Payment Deferral defers the obligation to make the payment(s) described herein to a date in the future, the next monthly account statement will reflect that these amounts are no longer "Past Due Payment(s)."
 - These amounts will, instead, be included in the "Deferred Balance" reflected on the monthly account statement (together with any pre-existing deferred amounts).
 - Although the "Deferred Balance" may be displayed as a sub-set of the "Outstanding Principal Balance," the payment(s) being deferred under this Payment Deferral will not accrue additional interest and, in future monthly account statements, we will be adjusting the heading that reads "Outstanding Principal Balance" to "Outstanding Balance" in order to avoid any confusion.
 - For escrowed loans, the monthly account statement will also reflect an "Escrow Deposit" in the "Transaction Activity" section. Because the obligation to pay the monthly payment(s) described herein (which includes the escrow component of such payment(s)) has been deferred to a date in the future, we have made an advance to the escrow account in order to keep it funded and avoid a shortage as a result of the deferred payment(s), which could have resulted in an increase to the monthly payment after the next escrow analysis. However, our advancement and deposit of these funds into the escrow account does not in any way waive or release the obligation to pay these amounts in the future when the deferred payment(s) are due.



C/O PHH Mortgage Services | 1 Mortgage Way | Mt Laurel NJ 08054 | Tel: 1-888-820-6474 | Fax: 1-856-917-8300

Other Important Information

HUD Counseling

For additional assistance, the United States Department of Housing and Urban Development ("HUD"), which is a government agency, sponsors housing counseling agencies throughout the country that can provide you advice on foreclosure alternatives, budgetary issues, and even assistance with understanding this notice. There is no fee for this service. If you would like assistance, you can contact a HUD-approved housing counselor by calling 1-800-569-4287 or you can reach the HOPE Hotline number at 1-888-995-HOPE. You may also visit the HUD website at <http://www.hud.gov/offices/hsg/sfh/hcc/hcs.cfm>.

HUD Consejeria

Para obtener ayuda adicional, el Departamento de Vivienda y Desarrollo Urbano ("HUD") de Estados Unidos, que es una agencia del gobierno, patrocina agencias de asesoria de vivienda en todo el pais que le puede proporcionar asesoramiento sobre las alternativas de ejecucion hipotecaria, las cuestiones presupuestarias, e incluso la asistencia con la comprension de este aviso. No hay que pagar por este servicio. Si desea ayuda, puede ponerse en contacto con un asesor de vivienda aprobado por HUD llamando al 1-800-569-4287 o puede llegar a la Linea Directa de HOPE al 1-888-995-HOPE. También puede visitar el sitio web de HUD en <http://www.hud.gov/offices/hsg/sfh/hcc/hcs.cfm>.

Attention Servicemembers and Dependents

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Requests for Information and Notices of Error, including Qualified Written Requests

If you wish to request information or assert an error relating to the servicing of your mortgage loan, including any Qualified Written Requests, you must use the address below and include your name, your mortgage loan account number, property address and a statement of either the information you are requesting or the error you believe has occurred.

PHH Mortgage Services
Post Office Box 66002
Lawrenceville, NJ 08648



C/O PHH Mortgage Services | 1 Mortgage Way | Mt Laurel NJ 08054 | Tel: 1-888-820-6474 | Fax: 1-856-917-8300

October 7, 2020

Account Number: [REDACTED]

[REDACTED]
 [REDACTED]
 [REDACTED]
ROGER VELASQUEZ
 15279 SW 134TH CT APT 1201
 MIAMI FL 33177-1181

Property Address:
 15279SW134TH CT
 MIAMI FL 33177-1181

NOTIFICATION OF PAYMENT DEFERRAL

Dear Customer(s),


**Why We Are
 Sending This
 Letter**

We previously approved this account for a **Temporary Hardship Forbearance Plan** ("Forbearance Plan") due to a financial hardship related to COVID-19.

We are pleased to inform you that this account has also been approved for a **Payment Deferral** in order to provide additional time to make payments given these challenging times.

In accordance with the terms of this **Payment Deferral**:

- All unpaid monthly payments that were originally due on or before September 30, 2020 are no longer due at the end of the Forbearance Plan. Instead, this amount of \$1,271.38 is now due on 05/01/2037 or upon loan payoff, whichever comes first.
- This account is now current through September 30, 2020.


**What You Need
 to Do?**

No further action is required to accept this Payment Deferral or to continue on the Forbearance Plan. If you wish to decline this payment deferral, please call us to discuss your situation.

This notice changes only the due date of the deferred amounts outlined above. All remaining terms of the previously-approved Forbearance Plan remain unchanged (see next page for recap of Forbearance Plan terms).

www.MortgageQuestions.com

XC092

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C/O PHH Mortgage Services | 1 Mortgage Way | Mt Laurel NJ 08054 | Tel: 1-888-820-6474 | Fax: 1-856-917-8300


 What We Will
 Do

During the term of the Forbearance Plan, we will not assess late fees, nor will we report the account as delinquent to credit bureaus or initiate any foreclosure proceedings.

Before the end of the Forbearance Plan, we will contact you to discuss the status of your financial hardship and any mortgage assistance options that may be needed and available at that time.

We hope that this Payment Deferral helps relieve some of the stress associated with the hardship you are experiencing as a result of COVID-19 and allows you to focus on taking care of yourself and your loved ones. If you have questions, please call us at 1-888-820-6474. We are experiencing high volumes and apologize in advance if wait times are longer than usual. Information can also be found online at www.MortgageQuestions.com.

For any questions, please contact our Customer Care Center at 1-888-820-6474 Monday through Friday from 8:00 AM to 9:00 PM and Saturday from 8:00 AM to 5:00 PM ET. You can also visit our website www.MortgageQuestions.com.

Sincerely,
 Loan Servicing



IMPORTANT INFORMATION REGARDING THE FORBEARANCE PLAN AND PAYMENT DEFERRAL

- The remaining monthly payments that were forborne under the Forbearance Plan and not deferred as part of this, or any prior, Payment Deferral will continue to be due as outlined in the Temporary Hardship Forbearance Plan Agreement letter we sent. Key terms of this plan:
 - Next Due Date: 12/01/2020
 - Number of monthly payments due on Next Due Date: 3
 - Amount Due on Next Due Date: \$3,814.14
 - Upon completion of the Forbearance Plan and beginning on the Next Due Date, the obligation to pay the regular monthly mortgage payments will resume
 - All other account terms remain unchanged during the Forbearance Plan
- Please note that the Amount Due on Next Due Date is approximate and may not account for any increase or decrease to the regular monthly mortgage payment during the Forbearance Plan period, such as those resulting from an escrow analysis or an ARM adjustment.
- If the account previously included a deferred balance, this Payment Deferral is in addition to, and does not replace or relieve the obligation to pay, such previously-deferred amounts. Accordingly, the total deferred balance on the account now includes such previously-deferred amounts, together with those payment(s) being deferred in accordance with the Payment Deferral described herein.
- Any bankruptcy filing during the Forbearance Plan period may void the Forbearance Plan.
- The obligation to pay the monthly mortgage payment will continue to be suspended until the Next Due Date described above. However, we will continue to accept voluntary payments before the Next Due Date and any such payment that is received after the date of this notice will be applied toward the monthly payment due.
- Information regarding the next monthly account statement:
 - Because this Payment Deferral defers the obligation to make the payment(s) described herein to a date in the future, the next monthly account statement will reflect that these amounts are no longer "Past Due Payment(s)."
 - These amounts will, instead, be included in the "Deferred Balance" reflected on the monthly account statement (together with any pre-existing deferred amounts).
 - Although the "Deferred Balance" may be displayed as a sub-set of the "Outstanding Principal Balance," the payment(s) being deferred under this Payment Deferral will not accrue additional interest and, in future monthly account statements, we will be adjusting the heading that reads "Outstanding Principal Balance" to "Outstanding Balance" in order to avoid any confusion.
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C/O PHH Mortgage Services | 1 Mortgage Way | Mt Laurel NJ 08054 | Tel: 1-888-820-6474 | Fax: 1-856-917-8300

Other Important Information

HUD Counseling

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HUD Consejeria

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PHH Mortgage Services
Post Office Box 66002
Lawrenceville, NJ 08648



C/O PHH Mortgage Services | 1 Mortgage Way | Mt Laurel NJ 08054 | Tel: 1-888-820-6474 | Fax: 1-856-917-8300

November 6, 2020

Account Number [REDACTED]

[REDACTED]

ROGER VELASQUEZ
15279 SW 134TH CT APT 1201
MIAMI FL 33177-1181

Property Address:
15279SW134TH CT
MIAMI FL 33177-1181

NOTIFICATION OF PAYMENT DEFERRAL

Dear Customer(s),



Why We Are
Sending This
Letter

We previously approved this account for a **Temporary Hardship Forbearance Plan** ("Forbearance Plan") due to a financial hardship related to COVID-19.

We are pleased to inform you that this account has also been approved for a **Payment Deferral** in order to provide additional time to make payments given these challenging times.

In accordance with the terms of this **Payment Deferral**:

- All unpaid monthly payments that were originally due on or before 10/31/2020 are no longer due at the end of the Forbearance Plan. Instead, this amount of \$1,271.38 is now due on 05/01/2037 or upon loan payoff, whichever comes first.
- This account is now current through 10/31/2020.



What You Need
to Do?

No further action is required to accept this Payment Deferral or to continue on the Forbearance Plan. If you wish to decline this payment deferral, please call us to discuss your situation.

This notice changes only the due date of the deferred amounts outlined above. All remaining terms of the previously-approved Forbearance Plan remain unchanged (see next page for recap of Forbearance Plan terms).

www.MortgageQuestions.com

XC092

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Page 1

INTERNET REPRINT



C/O PHH Mortgage Services | 1 Mortgage Way | Mt Laurel NJ 08054 | Tel: 1-888-820-6474 | Fax: 1-856-917-8300


**What We Will
Do**

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Sincerely,
Loan Servicing

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C/O PHH Mortgage Services | 1 Mortgage Way | Mt Laurel NJ 08054 | Tel: 1-888-820-6474 | Fax: 1-856-917-8300

IMPORTANT INFORMATION REGARDING THE FORBEARANCE PLAN AND PAYMENT DEFERRAL

- The remaining monthly payments that were forborne under the Forbearance Plan and not deferred as part of this, or any prior, Payment Deferral will continue to be due as outlined in the Temporary Hardship Forbearance Plan Agreement letter we sent. Key terms of this plan:
 - Next Due Date: 12/01/2020
 - Number of monthly payments due on Next Due Date: 2
 - Amount Due on Next Due Date: \$2,542.76
 - Upon completion of the Forbearance Plan and beginning on the Next Due Date, the obligation to pay the regular monthly mortgage payments will resume
 - All other account terms remain unchanged during the Forbearance Plan
- Please note that the Amount Due on Next Due Date is approximate and may not account for any increase or decrease to the regular monthly mortgage payment during the Forbearance Plan period, such as those resulting from an escrow analysis or an ARM adjustment.
- If the account previously included a deferred balance, this Payment Deferral is in addition to, and does not replace or relieve the obligation to pay, such previously-deferred amounts. Accordingly, the total deferred balance on the account now includes such previously-deferred amounts, together with those payment(s) being deferred in accordance with the Payment Deferral described herein.
- Any bankruptcy filing during the Forbearance Plan period may void the Forbearance Plan.
- The obligation to pay the monthly mortgage payment will continue to be suspended until the Next Due Date described above. However, we will continue to accept voluntary payments before the Next Due Date and any such payment that is received after the date of this notice will be applied toward the monthly payment due.
- Information regarding the next monthly account statement:
 - Because this Payment Deferral defers the obligation to make the payment(s) described herein to a date in the future, the next monthly account statement will reflect that these amounts are no longer "Past Due Payment(s)."
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HUD Consejeria

Para obtener ayuda adicional, el Departamento de Vivienda y Desarrollo Urbano ("HUD") de Estados Unidos, que es una agencia del gobierno, patrocina agencias de asesoria de vivienda en todo el pais que le puede proporcionar asesoramiento sobre las alternativas de ejecucion hipotecaria, las cuestiones presupuestarias, e incluso la asistencia con la comprension de este aviso. No hay que pagar por este servicio. Si desea ayuda, puede ponerse en contacto con un asesor de vivienda aprobado por HUD llamando al 1-800-569-4287 o puede llegar a la Linea Directa de HOPE al 1-888-995-HOPE. También puede visitar el sitio web de HUD en <http://www.hud.gov/offices/hsg/sfh/hcc/hcs.cfm>.

Attention Servicemembers and Dependents

Servicemember on "active duty" or "active service", or a spouse or dependent of such a servicemember may be entitled to certain legal protections and debt relief pursuant to the Servicemembers Civil Relief Act (50 USC §§ 3901-4043) (SCRA). If you are entitled to or have questions as to whether you are entitled to legal protections under the SCRA, please go to www.militaryonesource.mil/legal or call 1-800-342-9647 to find out more information. You can also contact us at 1-888-820-6474 if you have any questions about your rights under SCRA.

Requests for Information and Notices of Error, including Qualified Written Requests

If you wish to request information or assert an error relating to the servicing of your mortgage loan, including any Qualified Written Requests, you must use the address below and include your name, your mortgage loan account number, property address and a statement of either the information you are requesting or the error you believe has occurred.

PHH Mortgage Services
Post Office Box 66002
Lawrenceville, NJ 08648



C/O PHH Mortgage Services | 1 Mortgage Way | Mt Laurel NJ 08054 | Tel: 1-888-820-6474 | Fax: 1-856-917-8300

December 8, 2020

Account Number: [REDACTED]

[REDACTED]
 [REDACTED]
 [REDACTED]
 ROGER VELASQUEZ
 15279 SW 134TH CT APT 1201
 MIAMI FL 33177-1181

Property Address:
 15279SW134TH CT
 MIAMI FL 33177-1181

NOTIFICATION OF PAYMENT DEFERRAL

Dear Customer(s),



Why We Are
Sending This
Letter

We previously approved this account for a **Temporary Hardship Forbearance Plan** ("Forbearance Plan") due to a financial hardship related to COVID-19.

We are pleased to inform you that this account has also been approved for a **Payment Deferral** in order to provide additional time to make payments given these challenging times.

In accordance with the terms of this **Payment Deferral**:

- All unpaid monthly payments that were originally due on or before 11/30/2020 are no longer due at the end of the Forbearance Plan. Instead, this amount of \$1,271.38 is now due on 05/01/2037 or upon loan payoff, whichever comes first.
- This account is now current through 11/30/2020.



What You Need
to Do?

No further action is required to accept this Payment Deferral or to continue on the Forbearance Plan. If you wish to decline this payment deferral, please call us to discuss your situation.

This notice changes only the due date of the deferred amounts outlined above. All remaining terms of the previously-approved Forbearance Plan remain unchanged (see next page for recap of Forbearance Plan terms).

www.MortgageQuestions.com

XC092

This communication is from a debt collector attempting to collect a debt; any information obtained will be used for that purpose. However, if the debt is in active bankruptcy or has been discharged through bankruptcy, this communication is provided purely for informational purposes only with regard to our secured lien on the above referenced property. It is not intended as an attempt to collect a debt from you personally. As may be required by state law, you are hereby notified that a negative credit report reflecting on an account holder's credit record may be submitted to a credit reporting agency if credit obligation terms are not fulfilled.



C/O PHH Mortgage Services | 1 Mortgage Way | Mt Laurel NJ 08054 | Tel: 1-888-820-6474 | Fax: 1-856-917-8300


 What We Will
 Do

During the term of the Forbearance Plan, we will not assess late fees, nor will we report the account as delinquent to credit bureaus or initiate any foreclosure proceedings.

Before the end of the Forbearance Plan, we will contact you to discuss the status of your financial hardship and any mortgage assistance options that may be needed and available at that time.

We hope that this Payment Deferral helps relieve some of the stress associated with the hardship you are experiencing as a result of COVID-19 and allows you to focus on taking care of yourself and your loved ones. If you have questions, please call us at 1-888-820-6474. We are experiencing high volumes and apologize in advance if wait times are longer than usual. Information can also be found online at www.MortgageQuestions.com.

For any questions, please contact our Customer Care Center at 1-888-820-6474 Monday through Friday from 8:00 AM to 9:00 PM and Saturday from 8:00 AM to 5:00 PM ET. You can also visit our website www.MortgageQuestions.com.

Sincerely,
 Loan Servicing

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IMPORTANT INFORMATION REGARDING THE FORBEARANCE PLAN AND PAYMENT DEFERRAL

- The remaining monthly payments that were forborne under the Forbearance Plan and not deferred as part of this, or any prior, Payment Deferral will continue to be due as outlined in the Temporary Hardship Forbearance Plan Agreement letter we sent. Key terms of this plan:
 - Next Due Date: 12/01/2020
 - Number of monthly payments due on Next Due Date: 1
 - Amount Due on Next Due Date: \$1,271.38
 - Upon completion of the Forbearance Plan and beginning on the Next Due Date, the obligation to pay the regular monthly mortgage payments will resume
 - All other account terms remain unchanged during the Forbearance Plan
- Please note that the Amount Due on Next Due Date is approximate and may not account for any increase or decrease to the regular monthly mortgage payment during the Forbearance Plan period, such as those resulting from an escrow analysis or an ARM adjustment.
- If the account previously included a deferred balance, this Payment Deferral is in addition to, and does not replace or relieve the obligation to pay, such previously-deferred amounts. Accordingly, the total deferred balance on the account now includes such previously-deferred amounts, together with those payment(s) being deferred in accordance with the Payment Deferral described herein.
- Any bankruptcy filing during the Forbearance Plan period may void the Forbearance Plan.
- The obligation to pay the monthly mortgage payment will continue to be suspended until the Next Due Date described above. However, we will continue to accept voluntary payments before the Next Due Date and any such payment that is received after the date of this notice will be applied toward the monthly payment due.
- Information regarding the next monthly account statement:
 - Because this Payment Deferral defers the obligation to make the payment(s) described herein to a date in the future, the next monthly account statement will reflect that these amounts are no longer "Past Due Payment(s)."
 - These amounts will, instead, be included in the "Deferred Balance" reflected on the monthly account statement (together with any pre-existing deferred amounts).
 - Although the "Deferred Balance" may be displayed as a sub-set of the "Outstanding Principal Balance," the payment(s) being deferred under this Payment Deferral will not accrue additional interest and, in future monthly account statements, we will be adjusting the heading that reads "Outstanding Principal Balance" to "Outstanding Balance" in order to avoid any confusion.
 - For escrowed loans, the monthly account statement will also reflect an "Escrow Deposit" in the "Transaction Activity" section. Because the obligation to pay the monthly payment(s) described herein (which includes the escrow component of such payment(s)) has been deferred to a date in the future, we have made an advance to the escrow account in order to keep it funded and avoid a shortage as a result of the deferred payment(s), which could have resulted in an increase to the monthly payment after the next escrow analysis. However, our advancement and deposit of these funds into the escrow account does not in any way waive or release the obligation to pay these amounts in the future when the deferred payment(s) are due.



C/O PHH Mortgage Services | 1 Mortgage Way | Mt Laurel NJ 08054 | Tel: 1-888-820-6474 | Fax: 1-856-917-8300

Other Important Information

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If you wish to request information or assert an error relating to the servicing of your mortgage loan, including any Qualified Written Requests, you must use the address below and include your name, your mortgage loan account number, property address and a statement of either the information you are requesting or the error you believe has occurred.

PHH Mortgage Services
Post Office Box 66002
Lawrenceville, NJ 08648



C/O PHH Mortgage Services | 1 Mortgage Way | Mt Laurel NJ 08054 | Tel: 1-888-820-6474 | Fax: 1-856-917-8300

January 7, 2021

Account Number [REDACTED]

[REDACTED]

ROGER VELASQUEZ
15279 SW 134TH CT APT 1201
MIAMI FL 33177-1181

Property Address:
15279SW134TH CT
MIAMI FL 33177-1181

NOTIFICATION OF PAYMENT DEFERRAL

Dear Customer(s),



Why We Are
Sending This
Letter

We previously approved this account for a **Temporary Hardship Forbearance Plan ("Forbearance Plan")** due to a financial hardship related to COVID-19.

We are pleased to inform you that this account has also been approved for a **Payment Deferral** in order to provide additional time to make payments given these challenging times.

In accordance with the terms of this **Payment Deferral**:

- All unpaid monthly payments that were originally due on or before 12/31/2020 are no longer due at the end of the Forbearance Plan. Instead, this amount of \$1,271.38 is now due on 05/01/2037 or upon loan payoff, whichever comes first.
- This account is now current through 12/31/2020.



What You Need
to Do?

No further action is required to accept this Payment Deferral or to continue on the Forbearance Plan. If you wish to decline this payment deferral, please call us to discuss your situation.

This notice changes only the due date of the deferred amounts outlined above. All remaining terms of the previously-approved Forbearance Plan remain unchanged (see next page for recap of Forbearance Plan terms).

www.MortgageQuestions.com

XC092

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C/O PHH Mortgage Services | 1 Mortgage Way | Mt Laurel NJ 08054 | Tel: 1-888-820-6474 | Fax: 1-856-917-8300


**What We Will
Do**

During the term of the Forbearance Plan, we will not assess late fees, nor will we report the account as delinquent to credit bureaus or initiate any foreclosure proceedings.

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Loan Servicing

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C/O PHH Mortgage Services | 1 Mortgage Way | Mt Laurel NJ 08054 | Tel: 1-888-820-6474 | Fax: 1-856-917-8300

IMPORTANT INFORMATION REGARDING THE FORBEARANCE PLAN AND PAYMENT DEFERRAL

- The remaining monthly payments that were forborne under the Forbearance Plan and not deferred as part of this, or any prior, Payment Deferral will continue to be due as outlined in the Temporary Hardship Forbearance Plan Agreement letter we sent. Key terms of this plan:
 - Next Due Date: 03/01/2021
 - Number of monthly payments due on Next Due Date: 3
 - Amount Due on Next Due Date: \$3,814.14
 - Upon completion of the Forbearance Plan and beginning on the Next Due Date, the obligation to pay the regular monthly mortgage payments will resume
 - All other account terms remain unchanged during the Forbearance Plan
- Please note that the Amount Due on Next Due Date is approximate and may not account for any increase or decrease to the regular monthly mortgage payment during the Forbearance Plan period, such as those resulting from an escrow analysis or an ARM adjustment.
- If the account previously included a deferred balance, this Payment Deferral is in addition to, and does not replace or relieve the obligation to pay, such previously-deferred amounts. Accordingly, the total deferred balance on the account now includes such previously-deferred amounts, together with those payment(s) being deferred in accordance with the Payment Deferral described herein.
- Any bankruptcy filing during the Forbearance Plan period may void the Forbearance Plan.
- The obligation to pay the monthly mortgage payment will continue to be suspended until the Next Due Date described above. However, we will continue to accept voluntary payments before the Next Due Date and any such payment that is received after the date of this notice will be applied toward the monthly payment due.
- Information regarding the next monthly account statement:
 - Because this Payment Deferral defers the obligation to make the payment(s) described herein to a date in the future, the next monthly account statement will reflect that these amounts are no longer "Past Due Payment(s)."
 - These amounts will, instead, be included in the "Deferred Balance" reflected on the monthly account statement (together with any pre-existing deferred amounts).
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Other Important Information

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PHH Mortgage Services
Post Office Box 66002
Lawrenceville, NJ 08648



C/O PHH Mortgage Services | 1 Mortgage Way | Mt Laurel NJ 08054 | Tel: 1-888-820-6474 | Fax: 1-856-917-8300

February 9, 2021

Account Number: [REDACTED]

[REDACTED]
[REDACTED]
[REDACTED]

ROGER VELASQUEZ
15279 SW 134TH CT APT 1201
MIAMI FL 33177-1181

Property Address:
15279SW134TH CT
MIAMI FL 33177-1181

NOTIFICATION OF PAYMENT DEFERRAL

Dear Customer(s),



Why We Are
Sending This
Letter

We previously approved this account for a **Temporary Hardship Forbearance Plan ("Forbearance Plan")** due to a financial hardship related to COVID-19.

We are pleased to inform you that this account has also been approved for a **Payment Deferral** in order to provide additional time to make payments given these challenging times.

In accordance with the terms of this **Payment Deferral**:

- All unpaid monthly payments that were originally due on or before 01/31/2021 are no longer due at the end of the Forbearance Plan. Instead, this amount of \$1,271.38 is now due on 05/01/2037 or upon loan payoff, whichever comes first.
- This account is now current through 01/31/2021.



What You Need
to Do?

No further action is required to accept this Payment Deferral or to continue on the Forbearance Plan. If you wish to decline this payment deferral, please call us to discuss your situation.

This notice changes only the due date of the deferred amounts outlined above. All remaining terms of the previously-approved Forbearance Plan remain unchanged (see next page for recap of Forbearance Plan terms).



C/O PHH Mortgage Services | 1 Mortgage Way | Mt Laurel NJ 08054 | Tel: 1-888-820-6474 | Fax: 1-856-917-8300


 What We Will
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Sincerely,
 Loan Servicing



IMPORTANT INFORMATION REGARDING THE FORBEARANCE PLAN AND PAYMENT DEFERRAL

- The remaining monthly payments that were forborne under the Forbearance Plan and not deferred as part of this, or any prior, Payment Deferral will continue to be due as outlined in the Temporary Hardship Forbearance Plan Agreement letter we sent. Key terms of this plan:
 - Next Due Date: 03/01/2021
 - Number of monthly payments due on Next Due Date: 2
 - Amount Due on Next Due Date: \$2,542.76
 - Upon completion of the Forbearance Plan and beginning on the Next Due Date, the obligation to pay the regular monthly mortgage payments will resume
 - All other account terms remain unchanged during the Forbearance Plan
- Please note that the Amount Due on Next Due Date is approximate and may not account for any increase or decrease to the regular monthly mortgage payment during the Forbearance Plan period, such as those resulting from an escrow analysis or an ARM adjustment.
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- Any bankruptcy filing during the Forbearance Plan period may void the Forbearance Plan.
- The obligation to pay the monthly mortgage payment will continue to be suspended until the Next Due Date described above. However, we will continue to accept voluntary payments before the Next Due Date and any such payment that is received after the date of this notice will be applied toward the monthly payment due.
- Information regarding the next monthly account statement:
 - Because this Payment Deferral defers the obligation to make the payment(s) described herein to a date in the future, the next monthly account statement will reflect that these amounts are no longer "Past Due Payment(s)."
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Post Office Box 66002
Lawrenceville, NJ 08648



C/O PHH Mortgage Services | 1 Mortgage Way | Mt Laurel NJ 08054 | Tel: 1-888-820-6474 | Fax: 1-856-917-8300

March 5, 2021

Account Number [REDACTED]

[REDACTED]
 [REDACTED]
 [REDACTED]
 [REDACTED]

ROGER VELASQUEZ
 15279 SW 134TH CT APT 1201
 MIAMI FL 33177-1181

Property Address:
 15279SW134TH CT
 MIAMI FL 33177-1181

NOTIFICATION OF PAYMENT DEFERRAL

Dear Customer(s),



Why We Are
 Sending This
 Letter

We previously approved this account for a **Temporary Hardship Forbearance Plan ("Forbearance Plan")** due to a financial hardship related to COVID-19.

We are pleased to inform you that this account has also been approved for a **Payment Deferral** in order to provide additional time to make payments given these challenging times.

In accordance with the terms of this **Payment Deferral**:

- All unpaid monthly payments that were originally due on or before 02/28/2021 are no longer due at the end of the Forbearance Plan. Instead, this amount of \$1,493.75 is now due on 05/01/2037 or upon loan payoff, whichever comes first.
- This account is now current through 02/28/2021.



What You Need
 to Do?

No further action is required to accept this Payment Deferral or to continue on the Forbearance Plan. If you wish to decline this payment deferral, please call us to discuss your situation.

This notice changes only the due date of the deferred amounts outlined above. All remaining terms of the previously-approved Forbearance Plan remain unchanged (see next page for recap of Forbearance Plan terms).

www.MortgageQuestions.com

XC092

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C/O PHH Mortgage Services | 1 Mortgage Way | Mt Laurel NJ 08054 | Tel: 1-888-820-6474 | Fax: 1-856-917-8300


**What We Will
Do**

During the term of the Forbearance Plan, we will not assess late fees, nor will we report the account as delinquent to credit bureaus or initiate any foreclosure proceedings.

Before the end of the Forbearance Plan, we will contact you to discuss the status of your financial hardship and any mortgage assistance options that may be needed and available at that time.

We hope that this Payment Deferral helps relieve some of the stress associated with the hardship you are experiencing as a result of COVID-19 and allows you to focus on taking care of yourself and your loved ones. If you have questions, please call us at 1-888-820-6474. We are experiencing high volumes and apologize in advance if wait times are longer than usual. Information can also be found online at www.MortgageQuestions.com.

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Loan Servicing

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IMPORTANT INFORMATION REGARDING THE FORBEARANCE PLAN AND PAYMENT DEFERRAL

- The remaining monthly payments that were forborne under the Forbearance Plan and not deferred as part of this, or any prior, Payment Deferral will continue to be due as outlined in the Temporary Hardship Forbearance Plan Agreement letter we sent. Key terms of this plan:
 - Next Due Date: 03/01/2021
 - Number of monthly payments due on Next Due Date: 1
 - Amount Due on Next Due Date: \$1,493.75
 - Upon completion of the Forbearance Plan and beginning on the Next Due Date, the obligation to pay the regular monthly mortgage payments will resume
 - All other account terms remain unchanged during the Forbearance Plan
- Please note that the Amount Due on Next Due Date is approximate and may not account for any increase or decrease to the regular monthly mortgage payment during the Forbearance Plan period, such as those resulting from an escrow analysis or an ARM adjustment.
- If the account previously included a deferred balance, this Payment Deferral is in addition to, and does not replace or relieve the obligation to pay, such previously-deferred amounts. Accordingly, the total deferred balance on the account now includes such previously-deferred amounts, together with those payment(s) being deferred in accordance with the Payment Deferral described herein.
- Any bankruptcy filing during the Forbearance Plan period may void the Forbearance Plan.
- The obligation to pay the monthly mortgage payment will continue to be suspended until the Next Due Date described above. However, we will continue to accept voluntary payments before the Next Due Date and any such payment that is received after the date of this notice will be applied toward the monthly payment due.
- Information regarding the next monthly account statement:
 - Because this Payment Deferral defers the obligation to make the payment(s) described herein to a date in the future, the next monthly account statement will reflect that these amounts are no longer "Past Due Payment(s)."
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 - Although the "Deferred Balance" may be displayed as a sub-set of the "Outstanding Principal Balance," the payment(s) being deferred under this Payment Deferral will not accrue additional interest and, in future monthly account statements, we will be adjusting the heading that reads "Outstanding Principal Balance" to "Outstanding Balance" in order to avoid any confusion.
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Other Important Information

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HUD Consejeria

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PHH Mortgage Services
Post Office Box 66002
Lawrenceville, NJ 08648



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- The remaining monthly payments that were forborne under the Forbearance Plan and not deferred as part of this, or any prior, Payment Deferral will continue to be due as outlined in the Temporary Hardship Forbearance Plan Agreement letter we sent. Key terms of this plan:
 - Next Due Date: 06/01/2021
 - Number of monthly payments due on Next Due Date: 3
 - Amount Due on Next Due Date: \$4,481.25
 - Upon completion of the Forbearance Plan and beginning on the Next Due Date, the obligation to pay the regular monthly mortgage payments will resume
 - All other account terms remain unchanged during the Forbearance Plan
- Please note that the Amount Due on Next Due Date is approximate and may not account for any increase or decrease to the regular monthly mortgage payment during the Forbearance Plan period, such as those resulting from an escrow analysis or an ARM adjustment.
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Post Office Box 66002
Lawrenceville, NJ 08648



C/O PHH Mortgage Services | 1 Mortgage Way | Mt Laurel NJ 08054 | Tel: 1-888-820-6474 | Fax: 1-856-917-8300

May 5, 2021

Account Number: [REDACTED]

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
ROGER VELASQUEZ
15279 SW 134TH CT APT 1201
MIAMI FL 33177-1181**Property Address:**
15279SW134TH CT
MIAMI FL 33177-1181

NOTIFICATION OF PAYMENT DEFERRAL

Dear Customer(s),



Why We Are
Sending This
Letter

We previously approved this account for a **Temporary Hardship Forbearance Plan ("Forbearance Plan")** due to a financial hardship related to COVID-19.

We are pleased to inform you that this account has also been approved for a **Payment Deferral** in order to provide additional time to make payments given these challenging times.

In accordance with the terms of this **Payment Deferral**:

- All unpaid monthly payments that were originally due on or before 04/30/2021 are no longer due at the end of the Forbearance Plan. Instead, this amount of \$1,493.75 is now due on 05/01/2037 or upon loan payoff, whichever comes first.
- This account is now current through 04/30/2021.



What You Need
to Do?

No further action is required to accept this Payment Deferral or to continue on the Forbearance Plan. If you wish to decline this payment deferral, please call us to discuss your situation.

This notice changes only the due date of the deferred amounts outlined above. All remaining terms of the previously-approved Forbearance Plan remain unchanged (see next page for recap of Forbearance Plan terms).

www.MortgageQuestions.com

XC092

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Sincerely,
Loan Servicing



IMPORTANT INFORMATION REGARDING THE FORBEARANCE PLAN AND PAYMENT DEFERRAL

- The remaining monthly payments that were forborne under the Forbearance Plan and not deferred as part of this, or any prior, Payment Deferral will continue to be due as outlined in the Temporary Hardship Forbearance Plan Agreement letter we sent. Key terms of this plan:
 - Next Due Date: 06/01/2021
 - Number of monthly payments due on Next Due Date: 2
 - Amount Due on Next Due Date: \$2,987.50
 - Upon completion of the Forbearance Plan and beginning on the Next Due Date, the obligation to pay the regular monthly mortgage payments will resume
 - All other account terms remain unchanged during the Forbearance Plan
- Please note that the Amount Due on Next Due Date is approximate and may not account for any increase or decrease to the regular monthly mortgage payment during the Forbearance Plan period, such as those resulting from an escrow analysis or an ARM adjustment.
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- Any bankruptcy filing during the Forbearance Plan period may void the Forbearance Plan.
- The obligation to pay the monthly mortgage payment will continue to be suspended until the Next Due Date described above. However, we will continue to accept voluntary payments before the Next Due Date and any such payment that is received after the date of this notice will be applied toward the monthly payment due.
- Information regarding the next monthly account statement:
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Post Office Box 66002
Lawrenceville, NJ 08648



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June 4, 2021

Account Number [REDACTED]

[REDACTED]

ROGER VELASQUEZ
15279 SW 134TH CT APT 1201
MIAMI FL 33177-1181

Property Address:
15279SW134TH CT
MIAMI FL 33177-1181

NOTIFICATION OF PAYMENT DEFERRAL

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Letter

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We are pleased to inform you that this account has also been approved for a **Payment Deferral** in order to provide additional time to make payments given these challenging times.

In accordance with the terms of this **Payment Deferral**:

- All unpaid monthly payments that were originally due on or before 05/31/2021 are no longer due at the end of the Forbearance Plan. Instead, this amount of \$1,493.75 is now due on 05/01/2037 or upon loan payoff, whichever comes first.
- This account is now current through 05/31/2021.



What You
Need to Do?

No further action is required to accept this Payment Deferral or to continue on the Forbearance Plan. If you wish to decline this payment deferral, please call us to discuss your situation.

This notice changes only the due date of the deferred amounts outlined above. All remaining terms of the previously-approved Forbearance Plan remain unchanged (see next page for recap of Forbearance Plan terms).



What We
Will Do

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Before the end of the Forbearance Plan, we will contact you and if you are still experiencing a hardship at that time, we can discuss additional options which may include any available forbearance extensions, repayment plan, a payment deferral or other loan modification options.

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Page 2

INTERNET REPRINT



C/O PHH Mortgage Services | 1 Mortgage Way | Mt Laurel NJ 08054 | Tel: 1-888-820-6474 | Fax: 1-856-917-8300

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For additional assistance, the United States Department of Housing and Urban Development ("HUD"), which is a government agency, sponsors housing counseling agencies throughout the country that can provide you advice on foreclosure alternatives, budgetary issues, and even assistance with understanding this notice. There is no fee for this service. If you would like assistance, you can contact a HUD-approved housing counselor by calling 1-800-569-4287 or you can reach the HOPE Hotline number at 1-888-995-HOPE. You may also visit the HUD website at <http://www.hud.gov/offices/hsg/sfh/hcc/hcs.cfm>.

HUD Consejeria

Para obtener ayuda adicional, el Departamento de Vivienda y Desarrollo Urbano ("HUD") de Estados Unidos, que es una agencia del gobierno, patrocina agencias de asesoria de vivienda en todo el pais que le puede proporcionar asesoramiento sobre las alternativas de ejecucion hipotecaria, las cuestiones presupuestarias, e incluso la asistencia con la comprension de este aviso. No hay que pagar por este servicio. Si desea ayuda, puede ponerse en contacto con un asesor de vivienda aprobado por HUD llamando al 1-800-569-4287 o puede llegar a la Linea Directa de HOPE al 1-888-995-HOPE. También puede visitar el sitio web de HUD en <http://www.hud.gov/offices/hsg/sfh/hcc/hcs.cfm>.

Attention Servicemembers and Dependents

Servicemember on "active duty" or "active service", or a spouse or dependent of such a servicemember may be entitled to certain legal protections and debt relief pursuant to the Servicemembers Civil Relief Act (50 USC §§ 3901-4043) (SCRA). If you are entitled to or have questions as to whether you are entitled to legal protections under the SCRA, please go to www.militaryonesource.mil/legal or call 1-800-342-9647 to find out more information. You can also contact us at 1-888-820-6474 if you have any questions about your rights under SCRA.

Requests for Information and Notices of Error, including Qualified Written Requests

If you wish to request information or assert an error relating to the servicing of your mortgage loan, including any Qualified Written Requests, you must use the address below and include your name, your mortgage loan account number, property address and a statement of either the information you are requesting or the error you believe has occurred.

PHH Mortgage Services
Post Office Box 66002
Lawrenceville, NJ 08648

Recording Requested By and When Recorded, Mail To:
PHH Mortgage Corporation
5720 Premier Park Dr.
West Palm Beach, FL 33407
Attn: Record Services

EXHIBIT "E"

4540

LIMITED POWER OF ATTORNEY

1. Wells Fargo Bank, N.A., having an office at 9062 Old Annapolis Road, Columbia, Maryland 21045, not in its individual or banking capacity, but solely in its capacity as the trustee, indenture trustee, and/or certificate trustee (as applicable, the "Trustee") of those certain trusts set forth on the attached Exhibit A (each, a "Trust," and collectively, the "Trusts") under the respective Pooling and Servicing Agreements and/or Indentures and any related governing transactional and servicing agreement(s) (collectively, the "Agreements") hereby constitutes and appoints:

PHH Mortgage Corporation

having an office at 1661 Worthington Road, Suite 100, West Palm Beach, Florida 33409, solely in its capacity as the sub-servicer (the "Sub-servicer") for NewRez LLC, formerly known as New Penn Financial, LLC, doing business as Shellpoint Mortgage Servicing under the Agreements, and as the successor by merger to Ocwen Loan Servicing, LLC, as its true and lawful attorney-in-fact, acting by and through its authorized officers, with full authority and power to execute and deliver on behalf of the Trustee any and all of the following instruments to the extent consistent with the terms and conditions of the Agreements:

(i) all documents with respect to residential mortgage loans serviced for the Trust by the Sub-servicer which are customarily and reasonably necessary and appropriate for the satisfaction, cancellation, or partial or full release of any mortgages, deeds of trust, or deeds to secure debt upon payment and discharge of all sums secured thereby;

(ii) all documents and instruments necessary to conduct any (a) foreclosure, or (b) the taking of any deed in lieu of foreclosure, or (c) any judicial or non-judicial foreclosure or termination, cancellation, or rescission of any such foreclosure, or (d) any similar procedure (collectively, as applicable, a "Foreclosure");

(iii) all documents and instruments necessary in the appearance and prosecution of bankruptcy proceedings;

(iv) instruments appointing one or more substitute trustees or special purpose entities ("SPEs") to act in place of the corresponding entity named in any deed of trust;

(v) all documents and instruments necessary in the appearance and prosecution of (i) suits for possession and unlawful detainer, and (ii) eviction actions seeking, without limitation, possession of any real property acquired through Foreclosure and any and all related damages;

(vi) affidavits of debt, notice of default, declaration of default, notices of foreclosure, and all such contracts, agreements, deeds, and instruments as are appropriate to (a) maintain any real property acquired through Foreclosure, or (b) effect any sale, transfer, or disposition of real property acquired through Foreclosure;

(vii) all documents and instruments necessary to effect any assignment of mortgage or assignment of deed of trust; and

(viii) all other comparable instruments.

2. This Limited Power of Attorney shall apply only to the foregoing enumerated transactions and shall be limited to the above-mentioned exercise of power. This instrument is to be construed and interpreted only as a limited power of attorney. The enumeration of specific items, rights, acts, or powers herein is not intended to, nor does it give rise to, and it should not be construed as, a general power of attorney.

3. Third parties without actual notice may rely upon the power granted to said attorney-in-fact under this Limited Power of Attorney and may assume that, upon the exercise of such power, all conditions precedent to such exercise of power have been satisfied and this Limited Power of Attorney has not been revoked. This Limited Power of Attorney shall supersede and replace any other limited power of attorney executed by the Trustee in connection with the Agreements in favor of the Sub-servicer and any such other limited power of attorney shall be deemed revoked by this writing.

4. This Limited Power of Attorney is effective as of the date below and shall remain in full force and effect until (a) revoked in writing by the Trustee, or (b) as to any specific Trust, the termination, resignation or removal of the Trustee as trustee of such Trust, or (c) as to any specific Trust, the termination, resignation or removal of the Sub-servicer as a sub-servicer of such Trust, or (d) as to any specific Trust, the termination of the Agreement related to such Trust, whichever occurs earlier.

5. Nothing contained in this Limited Power of Attorney shall (i) limit in any manner any indemnification obligation provided by the Servicer to the Trustee or Trust under the Agreements or any document related thereto, or (ii) be construed to grant the Sub-servicer the power to initiate or defend any suit, litigation, or proceeding in the name of the Trustee or Trust except as specifically provided for herein or under the Agreements.

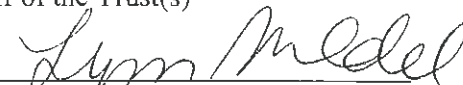
Dated: June 12, 2019

Wells Fargo Bank, N.A., not in its individual or banking capacity, but solely as Trustee on behalf of the Trust(s)

Attest:

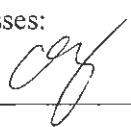


By: Alex Humphries
Its: Assistant Secretary




By: Lynn Mizrahi-Shindel
Its: Vice President

Unofficial Witnesses:



Colleen Perry



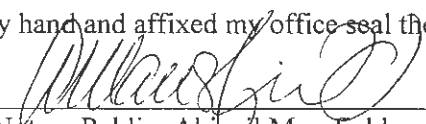
Barbara Kiedrowska

STATE OF MARYLAND
COUNTY OF HOWARD

ss:

On the 12th day of June, 2019 before me, Abigail Mansfield, a Notary in and for said State, personally appeared Lynn Mizrahi-Shindel, known to me to be Vice President of Wells Fargo Bank, National Association, and also known to me to be the person who executed this Limited Power of Attorney on behalf of Wells Fargo Bank, N.A., not in its individual or banking capacity, but solely as Trustee, and acknowledged to me that Wells Fargo Bank, N.A., not in its individual or banking capacity, but solely as Trustee, executed this Limited Power of Attorney.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my office seal the day and year written above,



Notary Public: Abigail Mansfield
My commission expires: March 21, 2023

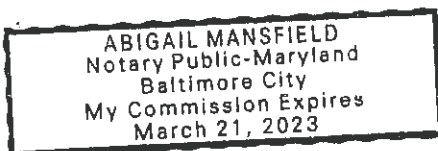


EXHIBIT A

1. GMACM Mortgage Loan Trust 2005-AA1
2. Bear Stearns Asset Backed Securities I Trust 2004-BO1
3. First Franklin Mortgage Loan Trust 2001-FF1, Asset-Backed Certificates, Series 2001-FF1
4. Morgan Stanley Mortgage Loan Trust 2005-8SL, Mortgage Pass-Through Certificates, Series 2005-8SL
5. Option One Mortgage Loan Trust 1999-B, Asset-Backed Certificates, Series 1999-B
6. Option One Mortgage Loan Trust 1999-C, Asset-Backed Certificates, Series 1999-C
7. Option One Mortgage Loan Trust 2000-A, Asset-Backed Certificates, Series 2000-A
8. Option One Mortgage Loan Trust 2000-B, Asset-Backed Certificates, Series 2000-B
9. Option One Mortgage Loan Trust 2000-C, Asset-Backed Certificates, Series 2000-C
10. Option One Mortgage Loan Trust 2000-D, Asset-Backed Certificates, Series 2000-D
11. Option One Mortgage Loan Trust 2001-A, Asset-Backed Certificates, Series 2001-A
12. Option One Mortgage Loan Trust 2001-B, Asset-Backed Certificates, Series 2001-B
13. Option One Mortgage Loan Trust 2001-C, Asset-Backed Certificates, Series 2001-C
14. Option One Mortgage Loan Trust 2002-5, Asset-Backed Certificates, Series 2002-5
15. SASCO Mortgage Loan Trust 1999-BC4
16. Structured Adjustable Rate Mortgage Loan Trust Mortgage Pass-Through Certificates, Series 2007-3
17. First Franklin Mortgage Loan Trust 2002-FF4, Asset-Backed Certificates, Series 2002-FF4

18. First Franklin Mortgage Loan Trust 2003-FFH1, Asset-Backed Certificates, Series 2003-FFH1
19. First Franklin Mortgage Loan Trust 2004-FF2, Asset Backed Certificates, Series 2004-FF2
20. First Franklin Mortgage Loan Trust 2003-FF5, Asset-Backed Certificates, Series 2003-FF5
21. First Franklin Mortgage Loan Trust 2003-FFH2, Asset-Backed Certificates, Series 2003-FFH2
22. IMH Assets Corp., Collateralized Asset-Backed Bonds, Series 2005-2
23. IMH Assets Corp., Collateralized Asset-Backed Bonds, Series 2004-9
24. ABFC 2005-WMC1 Trust
25. Asset Backed Securities Corporation Home Equity Loan Trust 2004-HE2, Asset Backed Pass-Through Certificates, Series 2004-HE2
26. First Franklin Mortgage Loan Trust, Series 2004-FF1
27. GMACM Mortgage Loan Trust 2006-AR1
28. GMACM Mortgage Loan Trust 2006-J1
29. Impac Secured Assets Corp., Mortgage Pass-Through Certificates, Series 2004-4
30. Merrill Lynch Mortgage Investors Trust, Series 2004-WMC1
31. Merrill Lynch Mortgage Investors Trust, Series 2004-WMC2
32. Merrill Lynch Mortgage Investors Trust, Series 2004-WMC3
33. Merrill Lynch Mortgage Investors Trust, Series 2004-WMC4
34. Merrill Lynch Mortgage Investors Trust, Series 2004-WMC5
35. Park Place Securities, Inc., Asset-Backed Pass-Through Certificates, Series 2004-MHQ1

36. Park Place Securities, Inc., Asset-Backed Pass-Through Certificates, Series 2004-WHQ1
37. Park Place Securities, Inc., Asset-Backed Pass-Through Certificates, Series 2004-WHQ2
38. Park Place Securities, Inc., Asset-Backed Pass-Through Certificates, Series 2005-WHQ1
39. Park Place Securities, Inc., Asset-Backed Pass-Through Certificates, Series 2005-WHQ3
40. Park Place Securities, Inc., Asset-Backed Pass-Through Certificates, Series 2005-WHQ4
41. Impac Secured Assets Corp., Mortgage Pass-Through Certificates, Series 2005-1
42. Delta Funding Home Equity Loan Trust 1999-1
43. Merrill Lynch Mortgage Investors Trust, Mortgage Loan Asset-Backed Certificates, Series 2003-WMC1
44. Merrill Lynch Mortgage Investors Trust, Mortgage Loan Asset-Backed Certificates, Series 2003-WMC3
45. American Home Mortgage Investment Trust 2004-1
46. American Home Mortgage Investment Trust 2004-2
47. ABFC 2002-OPT1 Trust, ABFC Asset-Backed Certificates, Series 2002-OPT1
48. ABFC 2006-OPT1 Trust, Asset Backed Funding Corporation Asset-Backed Certificates, Series 2006-OPT1
49. ABFC 2006-OPT2 Trust, Asset Backed Funding Corporation Asset Backed Certificates, Series 2006-OPT2
50. ABFC 2006-OPT3 Trust, Asset Backed Funding Corporation Asset-Backed Certificates, Series 2006-OPT3
51. ABFC Asset-Backed Certificates, Series 2003-OPT1
52. Amortizing Residential Collateral Trust, 2002-BC8

53. Asset Backed Securities Corporation Home Equity Loan Trust 2001-HE3, Asset Backed Pass-Through Certificates, Series 2001-HE3
54. Asset Backed Securities Corporation Home Equity Loan Trust 2003-HE6, Asset Backed Pass-Through Certificates, Series 2003-HE6
55. Merrill Lynch Mortgage Investors Trust, Mortgage Loan Asset-Backed Certificates, Series 2003-OPT1
56. Merrill Lynch Mortgage Investors Trust, Mortgage Loan Asset-Backed Certificates, Series 2004-OPT1
57. Morgan Stanley ABS Capital I Inc. Trust 2004-OP1, Mortgage Pass-Through Certificates, Series 2004-OP1
58. Morgan Stanley Dean Witter Capital I Inc. Trust 2002-OP1, Mortgage Pass-Through Certificates, Series 2002-OP1
59. Option One Mortgage Loan Trust 2005-3, Asset-Backed Certificates, Series 2005-3
60. Option One Mortgage Loan Trust 2006-2, Asset-Backed Certificates, Series 2006-2
61. Option One Mortgage Loan Trust 2006-3, Asset-Backed Certificates, Series 2006-3
62. Option One Mortgage Loan Trust 2007-1, Asset-Backed Certificates, Series 2007-1
63. Option One Mortgage Loan Trust 2007-2, Asset-Backed Certificates, Series 2007-2
64. Option One Mortgage Loan Trust 2007-4, Asset-Backed Certificates, Series 2007-4
65. Option One Mortgage Loan Trust 2007-5, Asset-Backed Certificates, Series 2007-5
66. Option One Mortgage Loan Trust 2007-6, Asset-Backed Certificates, Series 2007-6
67. Soundview Home Loan Trust 2007-OPT1, Asset-Backed Certificates, Series 2007-OPT1
68. Soundview Home Loan Trust 2007-OPT2, Asset-Backed Certificates, Series 2007-OPT2
69. Soundview Home Loan Trust 2007-OPT3, Asset-Backed Certificates, Series 2007-OPT3
70. Soundview Home Loan Trust 2007-OPT4, Asset-Backed Certificates, Series 2007-OPT4

71. Soundview Home Loan Trust 2007-OPT5, Asset-Backed Certificates, Series 2007-OPT5
72. Fieldstone Mortgage investment Trust, Series 2006-S1
73. Fieldstone Mortgage Investment Trust, Series 2007-1
74. Merrill Lynch Mortgage Investors Trust, Mortgage Loan Asset-Backed Certificates, Series 2003-HE1
75. Merrill Lynch Mortgage Investors Trust, Mortgage Loan Asset-Backed Certificates, Series 2003-WMC2
76. Terwin Mortgage Trust, Series TMTS 2003-4HE
77. ABFC 2004-OPT1 Trust, ABFC Asset-Backed Certificates, Series 2004-OPT1
78. ABFC 2004-OPT2 Trust, ABFC Asset-Backed Certificates, Series 2004-OPT2
79. ABFC 2004-OPT3 Trust, ABFC Asset-Backed Certificates, Series 2004-OPT3
80. ABFC 2004-OPT4 Trust, ABFC Asset-Backed Certificates, Series 2004-OPT4
81. ABFC 2004-OPT5 Trust, ABFC Asset-Backed Certificates, Series 2004-OPT5
82. ABFC 2005-OPT1 Trust, ABFC Asset-Backed Certificates, Series 2005-OPT1
83. Asset Backed Funding Corporation Asset-Backed Certificates, Series 2007-NC1
84. Asset Backed Securities Corporation Home Equity Loan Trust 2004-HE3, Asset Backed Pass-Through Certificates, Series 2004-HE3
85. Asset Backed Securities Corporation Home Equity Loan Trust, Series OOMC 2005-HE6 , Asset Backed Pass-Through Certificates, Series OOMC 2005-HE6
86. Citigroup Mortgage Loan Trust, Series 2004-OPT1, Asset Backed Pass-Through Certificates, Series 2004-OPT1
87. Citigroup Mortgage Loan Trust, Series 2005-OPT4, Asset Backed Pass-Through Certificates, Series 2005-OPT4
88. First Franklin Mortgage Loan Trust 2002-FF1, Asset-Backed Certificates, Series 2002-FF1

89. GSAMP Trust 2004-FM1
90. GSAMP Trust 2004-FM2
91. Merrill Lynch Mortgage Investors Trust, Mortgage Loan Asset-Backed Certificates, Series 2004-HE1
92. Morgan Stanley ABS Capital I Inc. Trust 2006-WMC1
93. Morgan Stanley ABS Capital I Inc. Trust 2007-HE4, Mortgage Pass-Through Certificates, Series 2007-HE4
94. Morgan Stanley Capital I Inc. Trust 2006-HE1
95. Option One Mortgage Loan Trust 2002-3, Asset-Backed Certificates, Series 2002-3
96. Option One Mortgage Loan Trust 2003-5 Asset-Backed Certificates, Series 2003-5
97. Option One Mortgage Loan Trust 2004-1, Asset-Backed Certificates, Series 2004-1
98. Option One Mortgage Loan Trust 2004-2, Asset-Backed Certificates, Series 2004-2
99. Option One Mortgage Loan Trust 2004-3, Asset-Backed Certificates, Series 2004-3
100. Ownit Mortgage Loan Trust, Series 2004-1
101. Ownit Mortgage Loan Trust, Mortgage Loan Asset-Backed Certificates, Series 2006-2
102. Park Place Securities, Inc., Asset-Backed Pass-Through Certificates, Series 2005-WCH1
103. Park Place Securities, Inc., Asset-Backed Pass-Through Certificates Series 2005-WLL1
104. Asset-Backed Securities Corporation Home Equity Loan Trust 2001-HE1, Asset Backed Pass-Through Certificates, Series 2001-HE1
105. Option One Mortgage Loan Trust 1999-A, Asset-Backed Certificates, Series 1999-A
106. GSAMP Trust 2003-HE2, Mortgage Pass-Through Certificates, Series 2003-HE2

107. Salomon Brothers Mortgage Securities VII, Inc., Asset-Backed Certificates, Series 1997-LB6
108. Salomon Brothers Mortgage Securities VII, Inc., Asset-Backed Certificates, Series 1998-AQ1
109. Structured Asset Securities Corporation Amortizing Residential Collateral Trust, Mortgage Pass-Through Certificates, Series 2001-BC1
110. Amortizing Residential Collateral Trust, 2002-BC10
111. Amortizing Residential Collateral Trust, 2002-BC5
112. Amortizing Residential Collateral Trust, 2002-BC6
113. Amortizing Residential Collateral Trust, 2002-BC9
114. Asset Backed Securities Corporation Home Equity Loan Trust 2003-HE3, Asset Backed Pass-Through Certificates, Series 2003-HE3
115. Delta Funding Home Equity Loan Trust 1998-1
116. Delta Funding Home Equity Loan Trust 1999-2
117. Delta Funding Home Equity Loan Trust 1999-3
118. First Alliance Mortgage Loan Trust 1998-3
119. First Alliance Mortgage Loan Trust 1998-4
120. First Franklin Mortgage Loan Trust, 2003-FF3
121. Structured Asset Investment Loan Trust, 2003-BC12
122. Structured Asset Investment Loan Trust, 2003-BC3
123. Structured Asset Investment Loan Trust, 2003-BC4
124. Structured Asset Securities Corporation Mortgage Loan Trust 2007-OSI

125. Terwin Mortgage Trust, Series TMTS 2003-8HE
126. Renaissance HEL Trust 2002-2
127. Option One Mortgage Loan Trust 2003-4, Asset-Backed Certificates, Series 2003-4
128. Delta Funding Home Equity Loan Trust 1997-2
129. Delta Funding Home Equity Loan Trust 1997-3
130. Morgan Stanley ABS Capital I Inc. Trust 2003-SD1, Series 2003-SD1
131. First Alliance Mortgage Loan Trust 1999-3
132. Carrington Mortgage Loan Trust, Series 2006-OPT1, Asset Backed Pass-Through Certificates, Series 2006-OPT1
133. MESA Trust 2001-5, Asset Backed Certificates, Series 2001-5
134. Option One Mortgage Loan Trust 2005-2, Asset-Backed Certificates, Series 2005-2
135. First Alliance Mortgage Loan Trust 1999-1
136. First Alliance Mortgage Loan Trust 1999-2
137. MESA Trust 2001-2, Asset Backed Certificates, Series 2001-2

Policy Number: [REDACTED]

EXHIBIT "F"

POLICY OF TITLE INSURANCE



ISSUED BY

First American Title Insurance Company

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B AND THE CONDITIONS AND STIPULATIONS, FIRST AMERICAN TITLE INSURANCE COMPANY, a California corporation, herein called the Company, insures, as of Date of Policy shown in Schedule A, against loss or damage, not exceeding the Amount of Insurance stated in Schedule A, sustained or incurred by the insured by reason of:

1. Title to the estate or interest described in Schedule A being vested other than as stated therein;
2. Any defect in or lien or encumbrance on the title;
3. Unmarketability of the title;
4. Lack of a right of access to and from the land;
5. The invalidity or unenforceability of the lien of the insured mortgage upon the title;
6. The priority of any lien or encumbrance over the lien of the insured mortgage;
7. Lack of priority of the lien of the insured mortgage over any statutory lien for services, labor or material:
 - (a) arising from an improvement or work related to the land which is contracted for or commenced prior to Date of Policy; or
 - (b) arising from an improvement or work related to the land which is contracted for or commenced subsequent to Date of Policy and which is financed in whole or in part by proceeds of the indebtedness secured by the insured mortgage which at Date of Policy the insured has advanced or is obligated to advance;
8. Any assessments for street improvements under construction or completed at Date of Policy which now have gained or hereafter may gain priority over the insured mortgage; or
9. The invalidity or unenforceability of any assignment of the insured mortgage, provided the assignment is shown in Schedule A, or the failure of the assignment shown in Schedule A to vest title to the insured mortgage in the named insured assignee free and clear of all liens.

The Company will also pay the costs, attorneys' fees and expenses incurred in defense of the title or the lien of the insured mortgage, as insured, but only to the extent provided in the Conditions and Stipulations.

First American Title Insurance Company

BY

PRESIDENT

ATTEST

SECRETARY



Issued through the Office of: TransContinental Title
2605 Enterprise Rd. East Ste. 150
Clearwater, FL 33759

Authorized Signatory

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
- (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims or other matters:
 - (a) created, suffered, assumed or agreed to by the insured claimant;
 - (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
 - (c) resulting in no loss or damage to the insured claimant;
- (d) attaching or created subsequent to Date of Policy (except to the extent that this policy insures the priority of the lien of the insured mortgage over any statutory lien for services, labor or material or the extent insurance is afforded herein as to assessments for street improvements under construction or completed at Date of Policy); or
- (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the insured mortgage.
4. Unenforceability of the lien of the insured mortgage because of the inability or failure of the insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with the applicable doing business laws of the state in which the land is situated.
5. Invalidity or unenforceability of the lien of the insured mortgage, or claim thereof, which arises out of the transaction evidenced by the insured mortgage and is based upon usury or any consumer credit protection or truth in lending law.
6. Any statutory lien for services, labor or materials (or the claim of priority of any statutory lien for services, labor or materials over the lien of the insured mortgage) arising from an improvement or work related to the land which is contracted for and commenced subsequent to Date of Policy and is not financed in whole or in part by proceeds of the indebtedness secured by the insured mortgage which at Date of Policy the insured has advanced or is obligated to advance.
7. Any claim, which arises out of the transaction creating the interest of the mortgagee insured by this policy, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that is based on:
 - (a) the transaction creating the interest of the insured mortgagee being deemed a fraudulent conveyance or fraudulent transfer; or
 - (b) the subordination of the interest of the insured mortgagee as a result of the application of the doctrine of equitable subordination; or
 - (c) the transaction creating the interest of the insured mortgagee being deemed a preferential transfer except where the preferential transfer results from the failure:
 - (i) to timely record the instrument of transfer; or
 - (ii) of such recordation to impart notice to a purchaser for value or a judgment or lien creditor.

CONDITIONS AND STIPULATIONS

1. DEFINITION OF TERMS.

The following terms when used in this policy mean:

(a) "insured": the insured named in Schedule A. The term "insured" also includes

(i) the owner of the indebtedness secured by the insured mortgage and each successor in ownership of the indebtedness except a successor who is an obligor under the provisions of Section 12(c) of these Conditions and Stipulations (reserving, however, all rights and defenses as to any successor that the Company would have had against any predecessor insured, unless the successor acquired the indebtedness as a purchaser for value without knowledge of the asserted defect, lien, encumbrance, adverse claim or other matter insured against by this policy as affecting title to the estate or interest in the land);

(ii) any governmental agency or governmental instrumentality which is an insurer or guarantor under an insurance contract or guaranty insuring or guaranteeing the indebtedness secured by the insured mortgage, or any part thereof, whether named as an insured herein or not;

(iii) the parties designated in Section 2(a) of these

Conditions and Stipulations.

(b) "insured claimant": an insured claiming loss or damage.

(c) "knowledge" or "known": actual knowledge, not constructive knowledge or notice which may be imputed to an insured by reason of the public records as defined in this policy or any other records which impart constructive notice of matters affecting the land.

(d) "land": the land described or referred to in Schedule A, and improvements affixed thereto which by law constitute real property. The term "land" does not include any property beyond the lines of the area described or referred to in Schedule A, nor any right, title, interest, estate or easement in abutting streets, roads, avenues, alleys, lanes, ways or waterways, but nothing herein shall modify or limit the extent to which a right of access to and from the land is insured by this policy.

(e) "mortgage": mortgage, deed of trust, trust deed, or other security instrument.

(f) "public records": records established under state statutes at Date of Policy for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without knowledge. With respect to Section 1 (a)(iv) of the Exclusions From Coverage, "public records" shall also include environmental protection liens filed in the records of the clerk of the United States district court for the district in which the land is located.

(g) "unmarketability of the title": an alleged or apparent matter affecting the title to the land, not excluded or excepted from coverage, which would entitle a purchaser of the estate or interest described in Schedule A or the insured mortgage to be released from the obligation to purchase by virtue of a contractual condition requiring the delivery of marketable title.

2. CONTINUATION OF INSURANCE.

(a) After Acquisition of Title. The coverage of this policy shall continue in force as of Date of Policy in favor of (i) an insured who acquires all or any part of the estate or interest in the land by foreclosure, trustee's sale, conveyance in lieu of foreclosure, or other legal manner which discharges the lien of the insured mortgage; (ii) a transferee of the estate or interest

settlement, and (ii) in any other lawful act which in the opinion of the Company may be necessary or desirable to establish the title to the estate or interest or the lien of the insured mortgage, as insured. If the Company is prejudiced by the failure of the insured to furnish the required cooperation, the Company's obligations to the insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such cooperation.

5. PROOF OF LOSS OR DAMAGE.

In addition to and after the notices required under Section 3 of these Conditions and Stipulations have been provided the Company, a proof of loss or damage signed and sworn to by the insured claimant shall be furnished to the Company within 90 days after the insured claimant shall ascertain the facts giving rise to the loss or damage. The proof of loss or damage shall describe the defect in, or lien or encumbrance on the title, or other matter insured against by this policy which constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage. If the Company is prejudiced by the failure of the insured claimant to provide the required proof of loss or damage, the Company's obligations to the insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such proof of loss or damage.

In addition, the insured claimant may reasonably be required to submit to examination under oath by any authorized representative of the Company and shall produce for examination, inspection and copying, at such reasonable times and places as may be designated by any authorized representative of the Company, all records, books, ledgers, checks, correspondence and memoranda, whether bearing a date before or after Date of Policy, which reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the insured claimant shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect and copy all records, books, ledgers, checks, correspondence and memoranda in the custody or control of a third party, which reasonably pertain to the loss or damage. All information designated as confidential by the insured claimant provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the insured claimant to submit for examination under oath, produce other reasonably requested information or grant permission to secure reasonably necessary information from third parties as required in this paragraph, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this policy as to that claim.

6. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS; TERMINATION OF LIABILITY.

In case of a claim under this policy, the Company shall have the following options:

(a) To Pay or Tender Payment of the Amount of Insurance or to Purchase the Indebtedness.

(i) to pay or tender payment of the amount of insurance under this policy together with any costs, attorneys' fees and expenses incurred by the insured claimant, which were authorized

the insured was and continued to be obligated to advance at and after Date of Policy.

9. REDUCTION OF INSURANCE; REDUCTION OR TERMINATION OF LIABILITY.

(a) All payments under this policy, except payments made for costs, attorneys' fees and expenses, shall reduce the amount of the insurance pro tanto. However, any payments made prior to the acquisition of title to the estate or interest as provided in Section 2(a) of these Conditions and Stipulations shall not reduce pro tanto the amount of the insurance afforded under this policy except to the extent that the payments reduce the amount of the indebtedness secured by the insured mortgage.

(b) Payment in part by any person of the principal of the indebtedness, or any other obligation secured by the insured mortgage, or any voluntary partial satisfaction or release of the insured mortgage, to the extent of the payment, satisfaction or release, shall reduce the amount of insurance pro tanto. The amount of insurance may thereafter be increased by accruing interest and advances made to protect the lien of the insured mortgage and secured thereby, with interest thereon, provided in no event shall the amount of insurance be greater than the amount of insurance stated in Schedule A.

(c) Payment in full by any person or the voluntary satisfaction or release of the insured mortgage shall terminate all liability of the Company except as provided in Section 2(a) of these Conditions and Stipulations.

10. LIABILITY NONCUMULATIVE.

If the insured acquires title to the estate or interest in satisfaction of the indebtedness secured by the insured mortgage, or any part thereof, it is expressly understood that the amount of insurance under this policy shall be reduced by any amount the Company may pay under any policy insuring a mortgage to which exception is taken in Schedule B or to which the insured has agreed, assumed, or taken subject, or which is hereafter executed by an insured and which is a charge or lien on the estate or interest described or referred to in Schedule A, and the amount so paid shall be deemed a payment under this policy.

11. PAYMENT OF LOSS.

(a) No payment shall be made without producing this policy for endorsement of the payment unless the policy has been lost or destroyed, in which case proof of loss or destruction shall be furnished to the satisfaction of the Company.

(b) When liability and the extent of loss or damage has been definitely fixed in accordance with these Conditions and Stipulations, the loss or damage shall be payable within 30 days thereafter.

12. SUBROGATION UPON PAYMENT OR SETTLEMENT.

(a) The Company's Right of Subrogation.

Whenever the Company shall have settled and paid a claim under this policy, all right of subrogation shall vest in the Company unaffected by any act of the insured claimant.

The Company shall be subrogated to and be entitled to all rights and remedies which the insured claimant would have had against any person or property in respect to the claim had this policy not been issued. If requested by the Company, the insured claimant shall transfer to the Company all rights and remedies against any person or property necessary in order to perfect this right of subrogation.

so acquired from an insured corporation, provided the transferee is the parent or wholly-owned subsidiary of the insured corporation, and their corporate successors by operation of law and not by purchase, subject to any rights or defenses the Company may have against any predecessor insureds; and (iii) any governmental agency or governmental instrumentality which acquires, all or any part of the estate or interest pursuant to a contract of insurance or guaranty insuring or guaranteeing the indebtedness secured by the insured mortgage.

(b) **After Conveyance of Title.** The coverage of this policy shall continue in force as of Date of Policy in favor of an insured only so long as the insured retains an estate or interest in the land, or holds an indebtedness secured by a purchase money mortgage given by a purchaser from the insured, or only so long as the insured shall have liability by reason of covenants of warranty made by the insured in any transfer or conveyance of the estate or interest. This policy shall not continue in force in favor of any purchaser from the insured of either (i) an estate or interest in the land, or (ii) an indebtedness secured by a purchase money mortgage given to the insured.

(c) **Amount of Insurance.** The amount of insurance after the acquisition or after the conveyance shall in neither event exceed the least of:

(i) the amount of insurance stated in Schedule A;
(ii) the amount of the principal of the indebtedness secured by the insured mortgage as of Date of Policy, interest thereon, expenses of foreclosure, amounts advanced pursuant to the insured mortgage to assure compliance with laws or to protect the lien of the insured mortgage prior to the time of acquisition of the estate or interest in the land and secured thereby and reasonable amounts expended to prevent deterioration of improvements, but reduced by the amount of all payments made; or

(iii) the amount paid by any governmental agency or governmental instrumentality, if the agency or instrumentality is the insured claimant, in the acquisition of the estate or interest in satisfaction of its insurance contract or guaranty.

3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT.

The insured shall notify the Company promptly in writing (i) in case of any litigation as set forth in Section 4(a) below, (ii) in case knowledge shall come to an insured hereunder of any claim of title or interest which is adverse to the title to the estate or interest or the lien of the insured mortgage, as insured, and which might cause loss or damage for which the Company may be liable by virtue of this policy, or (iii) if title to the estate or interest or the lien of the insured mortgage, as insured, is rejected as unmarketable. If prompt notice shall not be given to the Company, then as to the insured all liability of the Company shall terminate with regard to the matter or matters for which prompt notice is required; provided, however, that failure to notify the Company shall in no case prejudice the rights of any insured under this policy unless the Company shall be prejudiced by the failure and then only to the extent of the prejudice.

4. DEFENSE AND PROSECUTION OF ACTIONS; DUTY OF INSURED CLAIMANT TO COOPERATE.

(a) Upon written request by the insured and subject to the options contained in Section 6 of these Conditions and Stipulations, the Company, at its own cost and without unreasonable delay, shall provide for the defense of an insured in litigation in which any third party asserts a claim adverse to the title or interest as insured, but only as to those stated causes of action alleging a defect, lien or encumbrance or other matter insured against by this policy. The Company shall have the right to select counsel of its choice (subject to the right of the insured to object for reasonable cause) to represent the insured as to those stated causes of action and shall not be liable for and will not pay the fees of any other counsel. The Company will not pay any fees, costs or expenses incurred by the insured in the defense of those causes of action which allege matters not insured against by this policy.

(b) The Company shall have the right, at its own cost, to institute and prosecute any action or proceeding or to do any other act which in its opinion may be necessary or desirable to establish the title to the estate or interest or the lien of the insured mortgage, as insured, or to prevent or reduce loss or damage to the insured. The Company may take any appropriate action under the terms of this policy, whether or not it shall be liable hereunder, and shall not thereby concede liability or waive any provision of this policy. If the Company shall exercise its rights under this paragraph, it shall do so diligently.

(c) Whenever the Company shall have brought an action or interposed a defense as required or permitted by the provisions of this policy, the Company may pursue any litigation to final determination by a court of competent jurisdiction and expressly reserves the right, in its sole discretion, to appeal from any adverse judgment or order.

(d) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding, the insured shall secure to the Company the right to so prosecute or provide defense in the action or proceeding, and all appeals therein, and permit the Company to use, at its option, the name of the insured for this purpose. Whenever requested by the Company, the insured, at the Company's expense, shall give the Company all reasonable aid (i) in any action or proceeding, securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting

by the Company, up to the time of payment or tender of payment and which the Company is obligated to pay; or

(ii) to purchase the indebtedness secured by the insured mortgage for the amount owing thereon together with any costs, attorneys' fees and expenses incurred by the insured claimant which were authorized by the Company up to the time of purchase and which the Company is obligated to pay.

If the Company offers to purchase the indebtedness as herein provided, the owner of the indebtedness shall transfer, assign, and convey the indebtedness and the insured mortgage, together with any collateral security, to the Company upon payment therefor.

Upon the exercise by the Company of either of the options provided for in paragraphs a(i) or (ii), all liability and obligations to the insured under this policy, other than to make the payment required in those paragraphs, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, and the policy shall be surrendered to the Company for cancellation.

(b) **To Pay or Otherwise Settle With Parties Other than the Insured or With the Insured Claimant.**

(i) to pay or otherwise settle with other parties for or in the name of an insured claimant any claim insured against under this policy, together with any costs, attorneys' fees and expenses incurred by the insured claimant which were authorized by the Company up to the time of payment and which the Company is obligated to pay; or

(ii) to pay or otherwise settle with the insured claimant the loss or damage provided for under this policy, together with any costs, attorneys' fees and expenses incurred by the insured claimant which were authorized by the Company up to the time of payment and which the Company is obligated to pay.

Upon the exercise by the Company of either of the options provided for in paragraphs b(i) or (ii), the Company's obligations to the insured under this policy for the claimed loss or damage, other than the payments required to be made, shall terminate, including any liability or obligation to defend, prosecute or continue any litigation.

7. DETERMINATION AND EXTENT OF LIABILITY.

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by the insured claimant who has suffered loss or damage by reason of matters insured against by this policy and only to the extent herein described.

(a) The liability of the Company under this policy shall not exceed the least of:

(i) the amount of insurance stated in Schedule A, or, if applicable, the amount of insurance as defined in Section 2 (c) of these Conditions and Stipulations;

(ii) the amount of the unpaid principal indebtedness secured by the insured mortgage as limited or provided under Section 8 of these Conditions and Stipulations or as reduced under Section 9 of these Conditions and Stipulations, at the time the loss or damage insured against by this policy occurs, together with interest thereon; or

(iii) the difference between the value of the insured estate or interest as insured and the value of the insured estate or interest subject to the defect, lien or encumbrance insured against by this policy.

(b) In the event the insured has acquired the estate or interest in the manner described in Section 2(a) of these Conditions and Stipulations or has conveyed the title, then the liability of the Company shall continue as set forth in Section 7(a) of these Conditions and Stipulations.

(c) The Company will pay only those costs, attorneys' fees and expenses incurred in accordance with Section 4 of these Conditions and Stipulations.

8. LIMITATION OF LIABILITY.

(a) If the Company establishes the title, or removes the alleged defect, lien or encumbrance, or cures the lack of a right of access to or from the land, or cures the claim of unmarketability of title, or otherwise establishes the lien of the insured mortgage, all as insured, in a reasonably diligent manner by any method, including litigation and the completion of any appeals therefrom, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused thereby.

(b) In the event of any litigation, including litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals therefrom, adverse to the title or to the lien of the insured mortgage, as insured.

(c) The Company shall not be liable for loss or damage to any insured for liability voluntarily assumed by the insured in settling any claim or suit without the prior written consent of the Company.

(d) The Company shall not be liable for:

(i) any indebtedness created subsequent to Date of Policy except for advances made to protect the lien of the insured mortgage and secured thereby and reasonable amounts expended to prevent deterioration of improvements; or

(ii) construction loan advances made subsequent to Date of Policy, except construction loan advances made subsequent to Date of Policy for the purpose of financing in whole or in part the construction of an improvement to the land which at Date of Policy were secured by the insured mortgage and which

The insured claimant shall permit the Company to sue, compromise or settle in the name of the insured claimant and to use the name of the insured claimant in any transaction or litigation involving these rights or remedies.

If a payment on account of a claim does not fully cover the loss of the insured claimant, the Company shall be subrogated to all rights and remedies of the insured claimant after the insured claimant shall have recovered its principal, interest, and costs of collection.

(b) The Insured's Rights and Limitations.

Notwithstanding the foregoing, the owner of the indebtedness secured by the insured mortgage, provided the priority of the lien of the insured mortgage or its enforceability is not affected, may release or substitute the personal liability of any debtor or guarantor, or extend or otherwise modify the terms of payment, or release a portion of the estate or interest from the lien of the insured mortgage, or release any collateral security for the indebtedness.

When the permitted acts of the insured claimant occur and the insured has knowledge of any claim of title or interest adverse to the title to the estate or interest or the priority or enforceability of the lien of the insured mortgage, as insured, the Company shall be required to pay only that part of any losses insured against by this policy which shall exceed the amount, if any, lost to the Company by reason of the impairment by the insured claimant of the Company's right of subrogation.

(c) The Company's Rights Against Non-Insured Obligors.

The Company's right of subrogation against non-insured obligors shall exist and shall include, without limitation, the rights of the insured to indemnities, guaranties, other policies of insurance or bonds, notwithstanding any terms or conditions contained in those instruments which provide for subrogation rights by reason of this policy.

The Company's right of subrogation shall not be avoided by acquisition of the insured mortgage by an obligor (except an obligor described in Section 1 (a)(ii) of these Conditions and Stipulations) who acquires the insured mortgage as a result of an indemnity, guarantee, other policy of insurance, or bond and the obligor will not be an insured under this policy, notwithstanding Section 1 (a)(i) of these Conditions and Stipulations.

13. ARBITRATION. (DOES NOT APPLY IN MISSOURI)

Unless prohibited by applicable law, either the Company or the insured may demand arbitration pursuant to the Title Insurance Arbitration Rules of the American Arbitration Association. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the insured arising out of or relating to this policy, any service of the Company in connection with its issuance or the breach of a policy provision or other obligation. All arbitrable matters when the Amount of Insurance is \$1,000,000 or less shall be arbitrated at the option of either the Company or the insured. All arbitrable matters when the Amount of Insurance is in excess of \$1,000,000 shall be arbitrated only when agreed to by both the Company and the insured. Arbitration pursuant to this policy and under the Rules in effect on the date the demand for arbitration is made or, at the option of the insured, the Rules in effect at Date of Policy shall be binding upon the parties. The award may include attorneys' fees only if the laws of the state in which the land is located permit a court to award attorneys' fees to a prevailing party. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof.

The law of the situs of the land shall apply to an arbitration under the Title Insurance Arbitration Rules.

A copy of the Rules may be obtained from the Company upon request.

14. LIABILITY LIMITED TO THIS POLICY;

POLICY ENTIRE CONTRACT.

(a) This policy together with all endorsements, if any, attached hereto by the Company is the entire policy and contract between the insured and the Company. In interpreting any provision of this policy, this policy shall be construed as a whole.

(b) Any claim of loss or damage, whether or not based on negligence, and which arises out of the status of the lien of the insured mortgage or of the title to the estate or interest covered hereby or by any action asserting such claim, shall be restricted to this policy.

(c) No amendment of or endorsement to this policy can be made except by a writing endorsed hereon or attached hereto signed by either the President, a Vice President, the Secretary, an Assistant Secretary, or validating officer or authorized signatory of the company.

15. SEVERABILITY.

In the event any provision of this policy is held invalid or unenforceable under applicable law, the policy shall be deemed not to include that provision and all other provisions shall remain in full force and effect.

16. NOTICES, WHERE SENT.

All notices required to be given the Company and any statement in writing required to be furnished the Company shall include the number of this policy and shall be addressed to the Company at Attn: Claims Department, 1 First American Way, Santa Ana, California 92707 or to the office which issued this policy.

Schedule A

File Number [REDACTED]

Policy No [REDACTED]

Amount \$211,500.00

1. Policy Date: December 4, 2007 at 1:54 PM
2. Name of Insured: Metropolitan Home Mortgage, Inc. its successors and/or assigns
3. The title to the fee simple estate in said land is, at the date hereof, vested in

ROGER VELASQUEZ

4. The mortgage and assignments, if any, covered by this policy are described as follows:

Mortgage dated April 30, 2007 and recorded December 4, 2007 in Official Records BOOK 26084, PAGE 3576 made by ROGER VELASQUEZ, SINGLE MAN, to Metropolitan Home Mortgage, Inc., to secure an original principal indebtedness of \$211,500.00.

5. The land referred to in this policy is situated in Dade County, FL, and is the same land as described in the mortgage shown at No. 4 above.

THE FOLLOWING DESCRIBED LOT, PIECE OR PARCEL OF LAND, LYING AND BEING IN THE COUNTY OF MIAMI-DADE, STATE OF FLORIDA, TO-WIT:

UNIT NO. 1201 IN BUILDING NO. 12, OF VISTA ALEGRE TOWNHOMES VILLAS STAGE I CONDOMINIUM, A CONDOMINIUM, ACCORDING TO THE DECLARATION OF CONDOMINIUM THEREOF, AS RECORDED IN OFFICIAL RECORDS BOOK 17328 AT PAGE 78, OF THE PUBLIC RECORDS OF MIAMI-DADE, FLORIDA, TOGETHER WITH AN UNDIVIDED INTEREST IN THE COMMON ELEMENTS APPURTENANT THERETO AS SET FORTH IN THE DECLARATION OF CONDOMINIUM.

This policy valid only if schedule B is attached.

Schedule B-I

File Number [REDACTED]

Policy No. [REDACTED]

This policy does not insure against loss or damage by reason of the following:

- (a) Taxes, charges, or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes, charges, or assessments on real property, or by the public record. Proceeding by a public agency which may result in taxes, charges, or assessments, or notice of such proceedings, whether or not shown by the records of such agency or the public record.
- (b) Quantity of acreage/square footage as set forth in Schedule A, if any.
- (c) Taxes and assessments, if any, not yet due and payable.
- (d) Taxes for the year 2007 and subsequent years, not yet due and payable.
- (e) Any adverse ownership claim by the State of Florida by right of sovereignty to any portion of the lands insured hereunder, included submerged, filled, and artificially exposed lands and lands accreted to such lands.
- (f) State Road right reservation(s), if any.
- (g) Oil, gas and mineral right reservations, if any.
- (h) TERMS, CONDITIONS, DECLARATIONS, EASEMENTS, RIGHTS, COVENANTS, RESTRICTIONS, ASSESSMENTS, AND OPTIONS CONTAINED IN AND/OR ESTABLISHED BY THE DECLARATION OF CONDOMINIUM FOR VISTA ALEGRE TOWNHOMES VILLAS STAGE I CONDOMINIUM RECORDED IN OFFICIAL RECORDS BOOK NO. 17328, PAGE 78, AND ALL AMENDMENTS THERETO.
- (i) ANY LOSS OR DAMAGE CAUSED BY A LIEN FOR ASSESSMENTS PURSUANT TO SUBSECTION 718.116(5)(A), F.S., OR FOR UNPAID ASSESSMENTS PURSUANT TO SUBSECTION 718.116(1)(A), F.S., NOTWITHSTANDING ASSURANCES TO THE CONTRARY IN ANY ATTACHED FLORIDA ENDORSEMENT FORM 9.

Schedule B-II

In Addition to the matters set forth in Part 1 of this Schedule, the title to the estate or interest in the land described or referred to in Schedule A is subject to the following matters, if any be shown, but the Company insures that the lien or charge of the insured mortgage upon said estate or interest is prior to such matters:

NONE

ENDORSEMENT

Issued by

First American Title Insurance Company

Issuing Office File Number: [REDACTED]

Attached to Policy Number: [REDACTED]

The Company insures the insured against loss or damage sustained by reason of:

1. The failure of the unit identified in Schedule A and its common elements to be part of a condominium within the meaning of the condominium statutes of the jurisdiction in which the unit and its common elements are located.
2. The failure of the documents required by the condominium statutes to comply with the requirements of the statutes to the extent that such failure affects the title to the unit and its common elements.
3. Present violations of any restrictive covenants which restrict the use of the unit and its common elements and which are contained in the condominium documents, except violations relating to environmental protection unless a notice of a violation thereof has been recorded or filed in the public records and is not excepted in Schedule B. The restrictive covenants do not contain any provisions which will cause a forfeiture or reversion of title.
4. The priority of any lien for charges and assessments at Date of Policy provided for in the condominium statutes and condominium documents over the lien of any insured mortgage identified in Schedule A.
5. The failure of the unit and its common elements to be entitled by law to be assessed for real property taxes as a separate parcel.
6. Any obligation to remove any improvements which exist at Date of Policy because of any present encroachments or because of any future unintentional encroachment of the common elements upon any unit or of any unit upon the common elements or another unit.
7. The failure of title by reason of a right of first refusal to purchase the unit and its common elements which was exercised or could have been exercised at date of policy.

This endorsement is made a part of the policy and is subject to all of the terms and provisions thereof and of any prior endorsements thereto. Except to the extent expressly stated, it neither modifies any of the terms and provisions of the policy and any prior endorsements, nor does it extend the effective date of the policy and any prior endorsements, nor does it increase the face amount thereof.

This Endorsement shall not be valid or binding unless countersigned by either a duly authorized agent or representative of the Company.

Dated December 4, 2007

TransContinental Title Company

By:



Authorized Signatory

F.A. Form 17
CLTA Form 115.1 (Rev. 3/27/92)
ALTA Form 4



First American Title Insurance Company

BY:  PRESIDENT

ATTEST:  SECRETARY

ENDORSEMENT

Issued by

First American Title Insurance Company

Issuing Office File Number: [REDACTED]

Attached to Policy Number: [REDACTED]

The Company insures the owner of the indebtedness secured by the insured mortgage against loss or damage sustained by reason of:

1. The invalidity or unenforceability of the lien of the insured mortgage resulting from the provisions therein which provide for changes in the rate of interest.
2. Loss of priority of the lien of the insured mortgage as security for the unpaid principal balance of the loan, together with interest as changed in accordance with the provisions of the insured mortgage, which loss of priority is caused by the changes in the rate of interest.

"Changes in the rate of interest", as used in this endorsement, shall mean only those changes in the rate of interest calculated pursuant to the formula provided in the insured mortgage at Date of Policy.

This endorsement does not insure against loss or damage based upon (a) usury, or (b) any consumer credit protection or truth in lending law.

This endorsement is made a part of the policy and is subject to all of the terms and provisions thereof and of any prior endorsements thereto, except that the insurance afforded by this endorsement is not subject to Section 3(d) of the Exclusions From Coverage. Except to the extent expressly stated, it neither modifies any of the terms and provisions of the policy and any prior endorsements, nor does it extend the effective date of the policy and any prior endorsements, nor does it increase the face amount thereof.

This Endorsement shall not be valid or binding unless countersigned by either a duly authorized agent or representative of the Company.

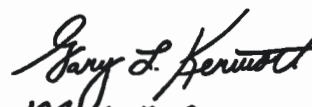

Dated December 4, 2007

TransContinental Title

By: 
Authorized Signatory



First American Title Insurance Company

BY:  PRESIDENT
ATTEST:  SECRETARY

CLTA Form 111.5
ALTA Form 6
(Variable Rate Mortgage)

ENDORSEMENT

Issued by

First American Title Insurance Company

Issuing Office File Number [REDACTED]

Attached to Policy Number: [REDACTED]

The insurance afforded by this endorsement is only effective if the land is used or is to be used primarily for residential purposes.

The Company insures the insured against loss or damage sustained by reason of lack of priority of the lien of the insured mortgage over:


- (a) Any environmental protection lien which, at Date of Policy, is recorded in those records established under state statutes at Date of Policy for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without knowledge, or filed in the records of the clerk of the United States district court for the district in which the land is located, except as set forth in Schedule B; or
- (b) any environmental protection lien provided for by any state statute in effect at Date of Policy, except environmental protection liens provided for by the following state statutes:

This endorsement is made a part of the policy and is subject to all of the terms and provisions thereof and of any prior endorsements thereto. Except to the extent expressly stated, it neither modifies any of the terms and provisions of the policy and any prior endorsements, nor does it extend the effective date of the policy and any prior endorsements, nor does it increase the face amount thereof.

This Endorsement shall not be valid or binding unless countersigned by either a duly authorized agent or representative of the Company.

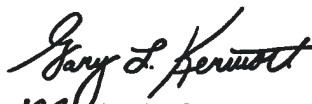

Dated December 4, 2007

TransContinental Title

By: 
Authorized Signatory



First American Title Insurance Company

BY:  PRESIDENT
ATTEST:  SECRETARY

ENDORSEMENT

Issued by

First American Title Insurance Company

Issuing Office File Number: [REDACTED]

Attached to Policy Number: [REDACTED]

The Company insures the owner of the indebtedness secured by the insured mortgage against loss or damage sustained by reason of:

1. The existence at Date of Policy of any of the following:
 - (a) Covenants, conditions or restrictions under which the lien of the mortgage referred to in Schedule A can be divested, subordinated or extinguished, or its validity, priority or enforceability impaired.
 - (b) Unless expressly excepted in Schedule B:
 - (1) Present violations on the land of any enforceable covenants, conditions or restrictions, and any existing improvements on the land which violate any building setback lines shown on a plat of subdivision recorded or filed in the public records.
 - (2) Any instrument referred to in Schedule B as containing covenants, conditions or restrictions on the land which, in addition, (i) establishes an easement on the land; (ii) provides a lien for liquidated damages; (iii) provides for a private charge or assessment; (iv) provides for an option to purchase, a right of first refusal or the prior approval of a future purchaser or occupant.
 - (3) Any encroachment of existing improvements located on the land onto adjoining land, or any encroachment onto the land of existing improvements located on adjoining land.
 - (4) Any encroachment of existing improvements located on the land onto that portion of the land subject to any easement excepted in Schedule B.
 - (5) Any notices of violation of covenants, conditions and restrictions relating to environmental protection recorded or filed in the public records.
2. Any future violation on the land of any existing covenants, conditions or restrictions occurring prior to the acquisition of title to the estate or interest in the land by the insured, provided the violation results in:
 - (a) invalidity, loss of priority, or unenforceability of the lien of the insured mortgage; or
 - (b) loss of title to the estate or interest in the land if the Insured shall acquire title in satisfaction of the indebtedness secured by the insured mortgage.
3. Damage to existing improvements, including lawns, shrubbery or trees:
 - (a) which are located on or encroach upon that portion of the land subject to any easement excepted in Schedule B, which damage results from the exercise of the right to maintain the easement for the purpose for which it was granted or reserved;

(continued)

- (b) resulting from the future exercise of any right to use the surface of the land for the extraction or development of minerals excepted from the description of the land or excepted in Schedule B.
4. Any final court order or judgment requiring the removal from any land adjoining the land of any encroachment excepted in Schedule B.
5. Any final court order or judgment denying the right to maintain any existing improvements on the land because of any violation of covenants, conditions or restrictions or building setback lines shown on a plat of subdivision recorded or filed in the public records.

Wherever in this endorsement the words "covenants, conditions or restrictions" appear, they shall not be deemed to refer to or include the terms, covenants, conditions or limitations contained in an instrument creating a lease.

As used in paragraphs 1(b)(1) and 5, the words "covenants, conditions or restrictions" shall not be deemed to refer to or include any covenants, conditions or restrictions relating to environmental protection.

This endorsement is made a part of the policy and is subject to all of the terms and provisions thereof and of any prior endorsements thereto. Except to the extent expressly stated, it neither modifies any of the terms and provisions of the policy and any prior endorsements, nor does it extend the effective date of the policy and any prior endorsements, nor does it increase the face amount thereof.

This Endorsement shall not be valid or binding unless countersigned by either a duly authorized agent or representative of the Company.

Dated December 4, 2007

TransContinental Title

By:



Authorized Signatory



First American Title Insurance Company

BY:  PRESIDENT

ATTEST:  SECRETARY