



BAYVIEW™
LOAN SERVICING

Bayview Loan Servicing, LLC
4425 Ponce de Leon Blvd. 5th Floor
Coral Gables, FL 33146

March 06, 2015



1

Loan Number:

Property Address:

Dear Customer:

Bayview Loan Servicing, LLC ("Servicer") agrees to enter this Stipulation Agreement on the referenced loan under the terms and conditions set forth below. As of today, your next contractual payment due date is 09/01/2012. Your loan's past due amount is \$ 30,749.32 .

You have agreed to pay Bayview Loan Servicing, LLC, in accordance with the following payment schedule:

<u>Payment Number</u>	<u>Payment Amount</u>	<u>Due Date</u>
Stip to Mod Down Payment	\$0.00	03/01/2015
1	\$544.29	04/01/2015
2	\$544.29	05/01/2015
3	\$544.29	06/01/2015

Servicer agrees to suspend foreclosure confirmation proceedings as long as you comply with the terms of this Stipulation Agreement. **There is no grace period for these payments.** Should at any time you fail to comply with the payment schedule set forth above, Servicer, will resume foreclosure proceedings from the point of suspension with no additional notice. This Stipulation Agreement shall not serve to waive, modify or alter in any way Servicer's, rights in law and equity to enforce the terms and conditions of the loan documents, or any other agreement relating to the referenced loan, except as provided herein.

To indicate your agreement to the terms of this Stipulation Agreement, the Borrower(s) must perform the following prior to the expiration date of this offer:

1. All of the above-named Borrowers must sign this agreement on the appropriate line under "Acknowledged and Accepted".
2. At the time this Stipulation Agreement is successfully completed, all of the above-named borrowers must execute a Modification Adjustment Agreement.

3. Along with the entire payment amount above for the first payment, the fully signed copy of this letter must be forwarded to my attention at the following address or to **fax number (877) 360-9593** by **03/01/2015**.

Kenya Belliveau, Licensed Loan Originator
Bayview Loan Servicing, LLC
4425 Ponce De Leon Blvd., 5th Floor
Coral Gables, FL 33146
Reference Loan Number: 1075067
(877) 650-0140 Ext. 3729

4. Each subsequent payment must be received in Servicer's office on or before the above due dates. You must submit payment by bank wire transfer, bank check, money order, or certified funds for the entire payment amount stated above to the appropriate address listed at the bottom of this page.
5. All funds tendered are non-refundable and will be held and disbursed in accordance with the CFPB mortgage servicing rule. For income tax purposes, interest payments received will be reported for the calendar year in which the funds are actually applied as interest payments on Servicer's records.
6. During the term of this agreement: (i) The loan shall continue to be in default under the loan documents; (ii) Foreclosure proceedings, if any, shall be suspended while this agreement is in effect; (iii) Servicer may report delinquency information to outside credit bureaus; (iv) Servicer may continue to assess late charges as provided for in the loan documents and (v) This agreement supersedes any other billing notices Borrower may receive from Servicer while this agreement is in effect.
7. At the end of this Stipulation Agreement, if the borrower has complied with the terms of the plan set forth herein, and if all title issues have been addressed and cleared by the borrower to Servicer's satisfaction and sole discretion, then Bayview Loan Servicing, LLC will execute a final Modification Adjustment Agreement.
8. **ATTORNEYS' FEES:**
In the event any party hereto brings suit for the collection of any damages resulting from, or the injunction of any action constituting, a breach of any terms or provisions of this Agreement or the Loan Documents, then the prevailing party shall be entitled to recover all reasonable court costs and attorneys' fees, at all levels.
9. **ASSIGNMENT OF LEASES AND RENTS AND RECEIVERSHIP:**
The existing Mortgage and Note shall be amended to include the following: In the event the loan is in default and Borrowers are generating any gross income from the property by virtue of a tenancy or any other arrangement, Borrowers agree to irrevocably assign and transfer to Servicer the right title and interest of Borrower in all existing and future leases and agreements whether or not in writing, and any rents and deposits derived and collected therefrom, affecting and pertaining to the use enjoyment or occupancy of any part of the premises. Borrower consents to the entry by Servicer, Servicer's agent, or court appointed receiver or designee, to enter the premises to collect the rents and enforce the leases. Borrower further consents and waives opposition to the appointment of a court appointed Receiver in the event the loan is in default.
10. **NO OTHER CHANGES:**
Except as expressly adjusted by this Agreement, all of the covenants, agreements, stipulations and conditions in the Loan Documents remain unmodified and in full force and effect. The Security Instrument continues to secure on a first and prior lien basis the due and punctual payments of the Note, as modified by this Agreement. None of the Borrower's obligations or liabilities under the security instrument shall be diminished or released by any provisions herein. Nor shall this Agreement in any way impair, diminish, or affect any of the Borrower's rights or remedies in the Security Instrument, whether such rights or remedies arise herein or by operation of law. No oral representations have been made by any party hereto which have not been incorporated into this Agreement. Any inserted terms, changes or additions to this Agreement will immediately render it null and void. Borrower is encouraged to review this Agreement with his/her legal advisor prior to signing it, but by signing below Borrower has voluntarily signed this Agreement.



If any of the information utilized for a denial of program eligibility, if applicable, is incorrect and you have additional information for us to review you may appeal your case by contacting our Customer Service Escalations Department listed below. You have thirty (30) calendar days from the date of this letter to provide the evidentiary documentation supporting your claim.

Furthermore, you have been conditionally pre-approved for the following liquidation options:

Sell the Property – You may sell your home at market value and use the net proceeds to pay off the mortgage in full.

Pre-foreclosure Sale – Allows you to sell your home and use the net proceeds to pay off the mortgage if you are unable to maintain payments and can sell the house at market value. This is available even if the home's market value is less than the total amount owed, subject to investor approval.

Deed-in-Lieu – Allows you to transfer your property voluntarily to Bayview if you are unable to maintain payments and cannot sell the home at market value.

To complete the process, the below documentation is required:

- RMA/ Application/ Hardship Affidavit
- If property is non-owner occupied – Non Owner Occupant Certification
- HAFA Affidavit (if eligible for Making Home Affordable's Short Sale program)
- Listing Agreement
- Fully executed Purchase and Sales Agreement (not required to begin review process)
- Preliminary/ Final HUD
- Buyer's pre-approval notice
- Buyer's proof of funds
- Document Financial information if required by investor
- Clear and marketable title
- Access to interior of home for appraisal

If the documents are not received within 30 days of this letter, or at least 37 days prior to a scheduled foreclosure sale, we may not be able to evaluate you in time to stop the foreclosure sale.

Bayview Loan Servicing Escalations Department
Phone Number: Toll Free at 1(877) 250-4262 Monday – Friday, 8am to 9pm ET.
Fax: 1 (877) 250-2329
Email Address: BLSDenialEscalations@bayviewloanservicing.com
Physical Address: 4425 Ponce de Leon Blvd., 5th Floor, Coral Gables, FL 33146

The investor who owns your loan uses a waterfall ranking method with respect to foreclosure prevention options. This approval and offer necessarily results in a denial for any other foreclosure prevention options below the option for which you are eligible in the ranking.

Sincerely,

Kenya Belliveau

Kenya Belliveau, Licensed Loan Originator
Bayview Loan Servicing, LLC
Phone Number: (877) 650-0140 Ext. 3729 Monday - Friday 9:00 a.m. - 6:00 p.m., ET
Fax Number: (877) 360-9593
MLO License Number: 976245

Notice: The federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age (provided the applicant has the capacity to enter into a binding contract); because all or part of the applicant's income derives from any public assistance program; or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act. The federal agency that administers compliance with this law concerning this creditor is Federal Trade Commission Southeast Region Suite 1500 225 Peachtree Street, NE Atlanta, GA 30303 OR Federal Trade Commission Equal Credit Opportunity Washington, DC 20580.

Bayview Loan Servicing, LLC is a debt collector. This letter is an attempt to collect a debt and any information obtained will be used for that purpose. To the extent that your obligation has been discharged or is subject to an automatic stay of bankruptcy this notice is for compliance and informational purposes only and does not constitute a demand for payment or any attempt to collect such obligation.

The following mailing address must be used for all Error Notices & Information Requests: Bayview Loan Servicing, LLC, Customer Support, 4425 Ponce de Leon Boulevard, 5th Floor, Coral Gables, FL 33146.



ACKNOWLEDGED AND ACCEPTED:

By: _____ Date: _____
[Redacted Signature]

PAYMENT REMITTANCE INFORMATION
(Always include Loan Number: 1075067 with your payment)

After Recording Return to:

Bayview Loan Servicing, LLC
Attn: Collateral Department
4425 Ponce de Leon Blvd., 5th Floor
Coral Gables, FL 33146

[Space Above This Line For Recording Data]

LOAN ADJUSTMENT AGREEMENT

This loan adjustment agreement is made and entered into as of March 06, 2015 (the "Effective Date"), by and between, Bayview Loan Servicing, LLC, ("Servicer") and [REDACTED] ("Borrower").

RECITALS

A. Servicer is the holder or servicing agent of the holder of that certain Promissory Note ("Note") dated 08/06/2010, executed by Borrower or Borrower's predecessor-in-interest in the original principal sum of \$79,959.00.

B. The note evidences a loan ("Loan") to Borrower or Borrower's predecessor-in-interest on 08/06/2010, in the original principal sum of \$79,959.00 along with a Deed of Trust or Mortgage ("Security Instrument") securing said Note. The Security Instrument creates a secured lien on certain real property ("Property") owned by Borrower (and is more specifically described in the Security Instrument). The Note and Security Instrument and all other loan documents related to the Loan are hereinafter collectively referred to as the "Loan Documents".

C. Due to adverse economic circumstances, Borrower has requested Servicer to adjust the scheduled amortization of the Note to permit Borrower to meet Borrower's obligations to Servicer in full and in a timely manner. The requested adjustment will benefit Borrower, Servicer and any junior lien holder, by avoiding the possible foreclosure of the Loan by Servicer. Accordingly, it is considered to be in the best interest of all concerned to enter this Loan Adjustment Agreement ("Agreement").

D. Borrower hereby agrees that this Agreement may only become effective upon Borrower's completion of the Stipulation Agreement dated March 06, 2015. If Borrower successfully completes all the terms of said Stipulation, Servicer will execute this Agreement and adjust the Loan accordingly. However, said execution is subject to Borrower's addressing and clearing of any and all title issues to Servicer's satisfaction. All payments made pursuant to the Stipulation Agreement (with the exception of the down payment mentioned below) will be credited to payments due under this Agreement.

E. Both Borrower and Servicer hereby agree that Servicer may, in its sole discretion, record this Agreement.

AGREEMENT

NOW, THEREFORE, Borrower and Servicer hereby agree as follows:

1. NOTE MODIFICATIONS:

(a) Outstanding Debt:

Borrower agrees that the unpaid principal balance due on the Note of \$77,633.37 (including credit for Stipulation Agreement downpayment), shall be increased by \$1,850.29 the amount of the unpaid installments, interest, late charges, fees and costs, and, if applicable, any advances for unpaid property taxes and/or insurance premiums ("Unpaid Sums Due"), for a total unpaid principal balance due of \$79,483.66 ("New Balance"). Borrower agrees to the accuracy of the allegations contained in the above Recitals as well as to the authenticity and validity of each document referred to herein and to the validity of the unpaid sums due and the New Balance. Borrower agrees to pay the Unpaid Sums Due to Servicer and that he/she has no defenses, claims, or offsets with respect thereto. Interest and payments will accrue on the New Balance at the interest rates, whether adjustable, variable or fixed, provided in the Note, unless modified by this Agreement.

(b) New Monthly Payments, Payment Adjustments:

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
1-3	3.132%	03/01/2015	\$290.62	\$253.67	\$544.29	04/01/2015	36
4	4.132%	03/01/2018	\$335.91	Adjust Annually	Adjust Annually	04/01/2018	12
5-40	5.000%	03/01/2019	\$376.94	Adjust Annually	Adjust Annually	04/01/2019	432

Effective on 03/01/2019, Borrower's rate of interest will be 5.00% and will remain fixed for the remaining life of the loan.

(c) New Maturity Date:

The maturity date will be 03/01/2055, on which date any unpaid interest and all other sums due shall be paid in full.

2. ESTABLISHMENT OF IMPOUND/ESCROW ACCOUNT:

Borrower acknowledges that Servicer will establish an impound/escrow account for the collection of property taxes and insurance premiums if such account is not currently in existence. Servicer will analyze the impound/escrow account from time to time. As a result of this analysis, the escrow portion of Borrower's monthly payment may change. Borrower further acknowledges that the escrow portion of his/her monthly payment may be substantially higher than the estimate. (Note: In certain states, impound/escrow accounts do not collect for payment of taxes pertaining to Bond/Special Assessments and Irrigation/Water District).

3. AGREEMENT NOT TO ENCUMBER:

Borrower agrees that it will not voluntarily or involuntarily: (i) grant any interest in or option with respect to, any of the Property; or (ii) create or permit to exist any lien, security interest, or other charge or encumbrance upon or with respect to any of the Property, except for Servicer's already existing security interest and lien, or sell the Property for the benefit of itself or any party or in any manner other than that contemplated by this Agreement.

4. ASSIGNMENT OF LEASES AND RENTS AND RECEIVERSHIP:

The existing Mortgage and Note shall be amended to include the following: In the event the loan is in default and Borrowers are generating any gross income from the property by virtue of a tenancy or any other arrangement, Borrowers agree to irrevocably assign and transfer to Servicer the right title and interest of Borrower in all existing and future leases and agreements whether or not in writing, and any rents and deposits derived and collected therefrom, affecting and pertaining to the use enjoyment or occupancy of any part of the premises. Borrower consents to the entry by Servicer, Servicer's agent, or court appointed receiver or designee, to enter the premises to collect the rents and enforce the leases. Borrower further consents and waives opposition to the appointment of a court appointed Receiver in the event the loan is in default.

5. CHANGE IN FINANCIAL STATUS:

In the event Borrower or any successor or assignee, shall (i) file with any bankruptcy court of competent jurisdiction or made the subject of any petition under Title 11 of the United States Code, as amended ("Bankruptcy Code"); (ii) be the subject of any order for relief issued under the Bankruptcy Code; (iii) file or be the subject of any petition seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any present or future federal or state act or law relating to bankruptcy, insolvency, or other relief for debtors; (iv) have sought, or consented to, or acquiesced in, the appointment of by any court of competent jurisdiction approving a petition filed against such party for any reorganization, any trustee, receiver, conservator, or liquidator; or, (v) be the subject of any order, judgment or decree entered arrangement composition, readjustment, liquidation, dissolution, or similar relief under any present or future federal or state act or law relating to bankruptcy, insolvency, or other relief for debtors, then, subject to court approval, Servicer shall thereupon be entitled and Borrower irrevocably consents to relief from any automatic stay imposed by Section 362 of the Bankruptcy Code or otherwise, on or against the exercise of the rights and remedies otherwise available to Servicer, including, but not limited to, immediate termination of this Agreement and filing and/or proceeding with the foreclosure and damage action, and any other remedy as otherwise provided at law in equity, and Borrower hereby irrevocably agrees that he/she shall not object to and hereby irrevocably waives his/her rights to object to Servicer's requests for such relief. This provision is a material inducement for Servicer to enter into this Agreement.

6. NO OTHER CHANGES:

Except as expressly adjusted by this Agreement, all of the covenants, agreements, stipulations, and conditions in the Note and the Security Instrument remain unmodified and in full force and effect. The Security Instrument continues to secure on a first and prior lien basis the due and punctual payments of the Note, as modified by this Agreement. None of Borrower's obligations or liabilities under the Security Instrument shall be diminished or released by any provisions herein. Nor shall this Agreement in any way impair, diminish, or affect any of the Borrower's rights or remedies in the Security Instrument whether such rights or remedies arise herein or by operation of law. Any inserted terms, changes or additions to this Agreement will immediately render it null and void. Borrower is encouraged to review this Agreement with his/her legal advisor prior to signing it, but by signing the below Borrower has voluntarily signed this Agreement.

7. NO RELIANCE; CONSTRUCTION:

Each of the parties hereto hereby declares that, prior to the execution of this Agreement, they have apprized themselves of sufficient relevant data in order that they might intelligently exercise their own judgments in deciding on the contents of this Agreement and whether to execute this Agreement. Borrower declares that his/her decision to execute this Agreement is not as a result of undue influence or duress, and not predicated on or influenced by any declarations or representations not set forth in this Agreement, by Servicer, or any other person or party or any predecessors in interest, its successors, assigns, officers, directors, employees, agents or attorneys. Each of the parties hereto hereby further acknowledges and agrees that each of them has had significant input in the development of this Agreement and this Agreement shall not therefore be construed.

8. NO ORAL MODIFICATION:

This Agreement may not be amended or modified in any way except by a written instrument executed by all of the parties hereto.

9. SUCCESSORS AND ASSIGNS:

This Agreement shall be binding upon and inure to the benefit of the signatories to this Agreement and each of their respective successors and assigns. The obligations of the signatories to this Agreement shall not be delegated or assigned.

10. ATTORNEY'S FEES:

In the event that any party hereto brings suit for the collection of any damages resulting from, or the injunction of any action constituting, a breach of any terms or provisions of this Agreement, then the prevailing party shall be entitled to recover all reasonable court costs and attorney's fees, at all levels.

11. ADDITIONAL AGREEMENTS:

I agree to the following:

(a) In the event Borrower defaults under this Agreement, without waiving any rights and remedies otherwise available to Servicer, Servicer shall thereupon be entitled to require and Borrower irrevocably consents to enter into either Servicer's Deed-In-Lieu or Short Sale program with respect to the Property. Under the Deed-In-Lieu program you will voluntarily transfer ownership of the Property to Servicer or Servicer's designee to satisfy the amounts due on the Loan. The Short Sale program is specifically designed to assist with the sale of the Property to avoid foreclosure, even if the sale price may not pay off the amount owed on the Loan.


(b) Borrower will execute such other documents as may be necessary to consummate the terms and conditions of such Deed-In-Lieu or Short Sale program and will cooperate fully with Servicer in obtaining any title endorsement(s), or similar title insurance product(s), and/or affidavit(s) that are necessary or required by the Servicer's procedures in connection with such program(s).

12. PARTIAL INVALIDITY:

If any term, covenant or condition of this Agreement or its application to any person or circumstances shall be held to be illegal, invalid or unenforceable, the remainder of this Agreement or the application of such term or provisions to other persons or circumstances shall not be affected, and each term hereof shall be legal, valid and enforceable to the fullest extent permitted by law, unless an essential purpose of this Agreement would be defeated by the loss of the illegal, unenforceable, or invalid provision. In the event of such partial invalidity, the parties shall seek in good faith to agree on replacing any such legally invalid provisions with valid provisions which, in effect, will, from an economic viewpoint, most nearly and fairly approach the effect of the invalid provision and the intent of the parties in entering into this Agreement.

IN WITNESS WHEREOF, Servicer and Borrower have executed this Loan Adjustment Agreement,

Borrower:

By: _____ Date: _____


Servicer:

By: _____ Date: _____
Vice President, Bayview Loan Servicing, LLC

Licensed Loan Originator: Kenya Belliveau

MLO License Number: 976245

Direct: 877-650-0140 Ext. 3729 Monday - Friday 9:00 am to 6:00 pm ET

Fax: 877-360-9593