



**NEWPORT LAW FIRM**

LITIGATION & REAL ESTATE ATTORNEYS

3991 MacArthur Blvd, Suite 400, Newport Beach, CA 92660  
Phone Number: 800-805-5817 Facsimile Phone Number: 800-509-5370

## Bayview Loan Servicing LLC Trial Modification Approval



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

August 13, 2015

3991 MACARTHUR BLVD SUITE 400  
 NEWPORT BEACH, CA 92660



**Loan Number:**

**Property Address:**

CARSON CITY, NV 89706

Dear Customer:

Bayview Loan Servicing, LLC, acting as agent for your servicer, M&T Bank ("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 09/01/2013. Your loan's past due amount is \$ 41,250.68 .

You have agreed to pay M&T Bank, in accordance with the following payment schedule:

<u>Payment Number</u>	<u>Payment Amount</u>	<u>Due Date</u>
Stip to Mod Down Payment	\$7,000.00	08/17/2015
1	\$2,237.80	09/17/2015
2	\$2,237.80	10/17/2015
3	\$2,237.80	11/17/2015

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. 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 (305) 644-8143** by **08/17/2015**.

Richard Anthony, Asset Manager  
Bayview Loan Servicing, LLC  
4425 Ponce de Leon Blvd., 5th Floor  
Coral Gables, FL 33146  
Reference Loan Number: 0070178652  
Telephone Number: (877) 778-7065

3. 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.
4. 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.
5. 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.
6. At the end of this 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 M&T Bank will prepare the Modification Adjustment Agreement.
7. **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.
8. **NO OTHER CHANGES:**  
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. 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.

Sincerely,

**Richard Anthony**

Richard Anthony, Asset Manager  
Bayview Loan Servicing, LLC  
Phone Number: (877) 778-7065 Monday - Friday 8:30 a.m. - 8:00 p.m., ET  
Fax Number: (305) 644-8143

