



**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

## Nationstar Mortgage Final Modification

LETTER OF ACKNOWLEDGEMENT

RE: Loan number:

Dear

Attached for execution is the Modification Agreement for your loan serviced by NATIONSTAR MORTGAGE LLC. The Modification Agreement sets forth the future terms of repayment for your loan, and may include capitalization of certain outstanding past due amounts. **The specific terms are identified in the Modification Agreement, and may include a period of time for which your payment will consist only of interest payments (resulting in no principal reduction) and/or change in the amortization term of your loan** (Such a change may result in you owing a lump sum payment upon maturity of your loan).

By executing this Letter of Acknowledgement and the Modification Agreement, you are agreeing to make a qualifying payment of **\$9,313.84** dollars ("Qualifying Payment") for your Modification Agreement to become effective. This Qualifying Payment will be applied first to any outstanding fees and charges that are not capitalized under the terms of the Modification Agreement, next to any unpaid non-capitalized interest and finally to unpaid principal. If you fail to make this qualifying payment (or such payment is returned for non-sufficient funds or otherwise denied by the issuing bank), the Modification Agreement shall be deemed invalid and Nationstar Mortgage shall have no obligation to modify your loan in accordance with the terms of the Modification Agreement.

In addition to the foregoing, in consideration of Nationstar Mortgage agreeing to the modification of your loan account, you acknowledge and agree that Nationstar Mortgage may maintain an escrow account to collect funds for the payment of future taxes and insurance in accordance with the terms of the attached Agreement to Maintain Escrow Account.

Your estimated total monthly payment will be **\$4,172.74**, which includes your initial monthly escrow payment of **\$1,682.38**.

Should you have any questions regarding the terms of this Letter Acknowledgement or the Modification Agreement, please do not hesitate to contact Maribel Alvarez at 480-467-0763.

Sincerely,  
NATIONSTAR MORTGAGE LLC

Acknowledged and agreed to by:

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

Nationstar is a debt collector. This is an attempt to collect a debt and any information obtained will be used for that purpose. However, if you are currently in bankruptcy or have received a discharge in bankruptcy, this communication is not an attempt to collect a debt from you personally to the extent that it is included in your bankruptcy or has been discharged, but is provided for informational purposes only.



Ack. Ltr. - Escrow - No Fee  
9386 01/13



Loan No.:  
Borrower:

## AGREEMENT TO MAINTAIN ESCROW ACCOUNT

WHEREAS, [REDACTED] ("Borrower") desires NATIONSTAR MORTGAGE LLC ("Lender") to collect payments from Borrower to be held by Lender for the payment of certain sums due in connection with Borrower's Note and Security Instrument, dated \_\_\_\_\_, \_\_\_\_\_, (hereinafter referred to as "Note" and "Security Instrument" respectively) currently held by Lender;

NOW THEREFORE, in consideration of the foregoing and the mutual covenants contained in this Agreement ("Agreement"), Borrower agrees to pay Lender, on the day Periodic Payments are due under the Note, until the Note is paid in full, or the Escrow Account is otherwise terminated pursuant to this Agreement or in accordance with applicable law, 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 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 the Security Instrument; and (d) Mortgage Insurance Premiums, if any, or any sums payable by Borrower to Lender in lieu of the payment of Mortgage Insurance premiums. These items are called "Escrow Items." In the event that Borrower receives bills, assessments, invoices, or other requests for payment of Escrow Items, Borrower shall promptly furnish to Lender all such notices.

Borrower shall pay Lender the Funds for Escrow Items unless this Agreement is terminated either by Lender, or pursuant to applicable law. In the event of termination, 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. In the event Borrower is obligated to pay Escrow Items directly, and Borrower fails to pay the amount due for an Escrow Item, Lender may pay such amount in accordance with the terms of the Note and Security Instrument and Borrower shall then be obligated to repay Lender any such amount. Additionally, if Borrower is obligated to pay Escrow Items directly, and Borrower fails to pay the amount due for an Escrow Item, Lender may, in accordance with applicable law, require Borrower to maintain an Escrow Account.

Borrower agrees to make an initial payment of Funds to establish the escrow account, which amount shall be based on an estimate of the amount and date of expenditures for future Escrow Items, or otherwise in accordance with the Real Estate Settlement Procedures Act ("RESPA"). The estimate of expenditures of future Escrow Items shall be made based on current data available to Lender. Borrower acknowledges that the actual payments of Escrow Items may vary from the estimated amounts.

Lender will 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 or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items no later than the time period 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 agreed to 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. 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. If there is a deficiency



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AGREEMENT TO ESTABLISH ESCROW ACCOUNT 11/12



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Loan No.:  
Borrower:

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 or termination of this Agreement, Lender shall promptly refund to Borrower any Funds held by Lender.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Agreement to Maintain Escrow Account.

\_\_\_\_\_  
Borrower -

\_\_\_\_\_  
Date

\_\_\_\_\_  
Borrower

\_\_\_\_\_  
Date

\_\_\_\_\_  
Borrower -

\_\_\_\_\_  
Date

\_\_\_\_\_  
Borrower -

\_\_\_\_\_  
Date



AGREEMENT TO ESTABLISH ESCROW ACCOUNT 11/12



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# Never miss making another mortgage payment It's easy with Auto Pay

With Nationstar Mortgage's Auto Pay program, making your monthly mortgage payment has never been easier. With Auto Pay, your monthly mortgage payment is automatically deducted from the checking or savings account of your choice. Eliminate the inconvenience of writing checks, paying postage, missing a payment or making a late payment. Auto Pay is absolutely FREE and sign-up is easy. Simply complete and sign the attached Authorization Form and return with a voided check or deposit slip to the following address:

Nationstar Mortgage  
Attention: Account Services  
8950 CYPRESS WATERS BLVD  
COPPELL, TX 75019

Remember, if you should have any questions, don't hesitate to contact us on-line or you may call us at 1.888.480.2432, 8 a.m. - 6 p.m. Central Time Monday through Thursday and from 8 a.m. to 5 p.m. Central Time on Friday.

\_\_\_\_\_  
Nationstar Mortgage Loan Number

Your payment will be drawn monthly on this day (please check one)

1st  5th  10th  15th  20th  25th

\_\_\_\_\_  
ABA Routing Number

Account type (please check one)  Checking  Savings

\_\_\_\_\_  
Financial Institution

\_\_\_\_\_  
Financial Institution's Address (City, State, and ZIP)

\_\_\_\_\_  
Account Number

\_\_\_\_\_  
Date

**SAVE THIS PAGE FOR YOUR RECORDS**

# SEND THIS PAGE TO Nationstar Mortgage

**AUTHORIZATION FORM:**

I hereby authorize Nationstar Mortgage to initiate debit entries in the amount of my monthly payment, including applicable optional insurance and/or escrows, plus any current late charge or NSF fee, to my checking or savings account at my depository institution. I acknowledge that the origination of debit transactions to my account must comply with provisions of U.S. laws.

Please insert in the space below which day of the month you would like your monthly payment to be drafted:

\_\_\_\_\_ (day of the month)

Please note: Debit transaction date may not be more than 10 days after your scheduled due date. When your selected date falls on a weekend or holiday, the debit entry will occur on the following business day.

Optional: I elect to have an amount drafted that is greater than my monthly payment including applicable optional insurance and/or escrows. I understand that additional amounts will be applied as principal subject to payment of all past due amounts. Additional Escrow Amount \$ \_\_\_\_\_ and/or Additional Principal Amount \$ \_\_\_\_\_.

If I have an adjustable rate mortgage (ARM) loan, my principal and interest may vary with changes to my interest rate. Additionally, if I have a loan that is escrowed for taxes and/or insurance, my total monthly payment amount may vary with changes in my escrow requirements.

This authority is to remain in effect until I notify Nationstar Mortgage in writing and the written notice is received at least 3 days prior to the next payment draft date or until I receive written notification of termination from Nationstar Mortgage. Nationstar Mortgage has the right to collect a fee from me on all returns due to insufficient funds.

Please allow 30 days for the processing of your authorization form. Please continue to make your payments until you are notified in writing when the first debit entry will begin.

**Please complete this entire form and mail to Nationstar Mortgage (see address on first page)**

- ✔ Attach a voided check or deposit slip. We cannot accept copies or temporary checks.
- ✔ Include this authorization form.
- ✔ Please make a copy of this authorization form and retain for your records.

Please locate these numbers on your check and include them below:

ABA ROUTING NUMBER	ACCOUNT NUMBER
_____	_____

**EN MAIL**

Please Print

Nationstar Mortgage Loan Number

Borrower's Name

Email Address

Financial Institution

ABA Routing Number

Borrower's Signature

Date

Account Holder's Name

Please select the type of account that you wish to use:

Checking

Savings

Co-Borrower's Name

Financial Institution's Address (City, State, and ZIP)

Account Number

Date

Co-Borrower's Signature

Date

Account Holder Signature

check or deposit slip.

\_\_\_\_\_

**ABA ROUTING NUMBER**

\_\_\_\_\_

**ACCOUNT NUMBER**

Recording Requested By:  
NATIONSTAR MORTGAGE LLC

After Recording Return To:  
NATIONSTAR MORTGAGE LLC  
8950 CYPRESS WATERS BLVD  
COPPELL, TX 75019

This Document Prepared By:

NATIONSTAR MORTGAGE LLC  
8950 CYPRESS WATERS BLVD  
COPPELL, TX 75019

Parcel ID Number:

\_\_\_\_\_ [Space Above This Line For Recording Data] \_\_\_\_\_  
Original Loan Amount: \$697,500.00 Loan No: \_\_\_\_\_

MIN Number:

**LOAN MODIFICATION AGREEMENT**  
(Providing for Interest Only Payments and Fixed Interest Rate)

This Loan Modification Agreement ("Agreement"), made this 29th day of September, 2015, between \_\_\_\_\_ ("Borrower") and NATIONSTAR MORTGAGE LLC, whose address is 8950 CYPRESS WATERS BLVD, COPPELL, TX 75019 ("Lender"), and Mortgage Electronic Registration Systems, Inc. ("MERS"), and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS, ("Beneficiary"), amends and supplements (1) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), and Timely Payment Rewards Rider, if any, dated \_\_\_\_\_, \_\_\_\_\_ and recorded in Book/Liber N/A, of the Official Records (Name of Records) of \_\_\_\_\_ County, CA (County and State, or other Jurisdiction) and (2) the Note, bearing the same date as, and secured by, the Security Instrument, which covers the real and personal property described in the Security Instrument and defined therein as the "Property", located at \_\_\_\_\_ the real property described being set forth as follows:

In consideration of the mutual promises and agreements exchanged, the parties hereto agree as follows (notwithstanding anything to the contrary contained in the Note or Security Instrument):

1. As of October 1, 2015, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. \$1,039,454.89, consisting of the unpaid amount(s) loaned to Borrower by Lender plus any interest and other amounts capitalized.



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LOAN MODIFICATION AGREEMENT - NSFfixedTempID  
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2. Borrower promises to pay the Unpaid Principal Balance, plus interest, to the order of Lender. Interest will be charged on the Unpaid Principal Balance at the yearly rate of **2.875%**, from **October 1, 2015**. Borrower promises to make monthly payments of interest of U.S. **\$2,490.36**, beginning on the **1st** day of **November, 2015**, and continuing thereafter on the same day of each succeeding month through **October 01, 2017** (the "Interest Only Period"), after which, commencing on the **1st** day of **October, 2017**, the interest rate will be charged at **4.875%** and borrower shall make payments of principal and interest of **\$5,629.88**. Principal and interest Borrower will pay thereafter may change in accordance of the terms of the original note or terms of an active modification to the original note. If on **April 1, 2046** (the "Maturity Date"), Borrower still owes amounts under the Note and the Security Instrument, as amended by this Agreement, Borrower will pay these amounts in full on the Maturity Date.
  
3. Failure to Timely Remit Payments: If at any time during the effective dates of this Modification Agreement the Borrower fails to timely make payments as specified hereinabove and such default or failure continues for more than thirty (30) days, then this Modification Agreement, at the option of Lender, shall terminate and all terms of the Note as originally executed shall be reinstated in full, effective as of the date of this Modification Agreement, and the amounts due and payable under the terms of the Note shall be as originally stated therein, as if this Modification Agreement had never existed. Time is of the essence with regard to all payments specified hereunder. Nothing contained herein shall prevent or preclude Lender from enforcing any of Lender's rights or remedies under the Note, or under any document or instrument evidencing or securing the indebtedness created by or under the Note, or shall be construed as a waiver of any of Lender's rights or remedies thereby created.
  
4. 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 the Security Instrument.  
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 delivered or mailed within which Borrower must pay all sums secured by the Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by the Security Instrument without further notice or demand on Borrower.
  
5. Borrower also will comply with all other covenants, agreements, and requirements of the Security Instrument, including without limitation, Borrower's covenants and agreements to make all payments of taxes, insurance premiums, assessments, escrow items, impounds, and all other payments that Borrower is obligated to make under the Security Instrument.
  
6. Borrower understands and agrees that:
  - (a) All the rights and remedies, stipulations, and conditions contained in the Security Instrument relating to default in the making of payments under the Security Instrument shall also apply to default in the making of the modified payments hereunder.
  - (b) All covenants, agreements, stipulations, and conditions in the Note and Security Instrument shall be and remain in full force and effect, except as herein modified, and none of the Borrower's obligations or liabilities under the Note and Security Instrument



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shall be diminished or released by any provisions hereof, nor shall this Agreement in any way impair, diminish, or affect any of Lender's rights under or remedies on the Note and Security Instrument, whether such rights or remedies arise thereunder or by operation of law. Also, all rights of recourse to which Lender is presently entitled against any property or any other persons in any way obligated for, or liable on, the Note and Security Instrument are expressly reserved by Lender.

- (c) Nothing in this Agreement shall be understood or construed to be a satisfaction or release in whole or in part of the Note and Security Instrument.
- (d) All costs and expenses incurred by Lender in connection with this Agreement, including recording fees, title examination, and attorney's fees, shall be paid by the Borrower and shall be secured by the Security Instrument, unless stipulated otherwise by Lender.
- (e) Borrower agrees to make and execute such other documents or papers as may be necessary or required to effectuate the terms and conditions of this Agreement which, if approved and accepted by Lender, shall bind and inure to the heirs, executors, administrators, and assigns of the Borrower
- (f) "MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as nominee for Lender and Lender's successors and assigns. **MERS is the Beneficiary, of record under the Security Instrument and this Agreement.** MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS.
- (g) 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 Agreement if an error is detected after execution of this Agreement. I understand that either a corrected Agreement or a letter agreement containing the correction will be provided to me for my signature. At Lender's option, this Agreement will be void and of no legal effect upon notice of such error. If I elect not to sign any such corrective documentation, 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.

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

(Seal)

\_\_\_\_\_  
-Borrower



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**NATIONSTAR MORTGAGE LLC**

By: \_\_\_\_\_ (Seal) - Lender

Name: \_\_\_\_\_

Title: **Assistant Secretary**

\_\_\_\_\_  
Date of Lender's Signature

\_\_\_\_\_  
Mortgage Electronic Registration Systems, Inc - Nominee for Lender

\_\_\_\_\_  
Title: Assistant Secretary



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