

Jan 25 09 11:39a

p. 1

FHA PARTIAL CLAIM

TINA [REDACTED]
[REDACTED]
DISTRICT HEIGHTS, MD 20747

February 18, 2009

Account No. : [REDACTED]

Dear TINA [REDACTED]

Thank you for taking the time to discuss your loan with us. Per our recent conversation and review of your loan, you have been "Pre-Approved" for Workout Assistance, subject to the following conditions.

1. A **LETTER**; signed and dated by all parties on the Loan, describing your financial situation and requesting payment assistance. This is a letter explaining the difficulties and circumstances that caused you to fall behind on your payments.
2. Copies of **DOCUMENTATION** supporting your financial difficulties. (Example: Medical Bills)
3. Copy of the most recent **UTILITY** bill addressed to the property.
4. Copies of your most recent **2 MONTHS OF CHECKING AND/OR SAVINGS** bank account statements.
5. Copies of your most recent **2 MONTHS of INCOME** receipts (paystubs).
** If you have recently secured new employment, please include a letter from your employer verifying net and gross income. Please provide proof of any additional income (rental income, child support, food stamps, etc.).
** If you are self-employed, please include the last 2 quarters of P&L statements.
6. Copies of your most recent **2 YEARS** of Federal **TAX RETURNS** with all schedules and **W-2s**.
7. The signed and dated **ORIGINAL** "Mortgagor Financial Information" sheet.
8. The signed and dated **ORIGINAL** Negotiation Agreement (Form N/A-3).
9. The signed and dated **ORIGINAL** "Authorization and Acknowledgement"
**If you would like Countrywide Home Servicing LP to discuss your request for payment assistance with a third party acting on your behalf (e.g., your Broker, etc.), please sign and return the ORIGINAL Authorization Form A/F-4

Jan 25 09 11:39a

p. 2

FHA PARTIAL CLAIM

The Deadline for Doing What You Need to Do: Return the signed agreement, requested supporting information and **\$255.81** in certified form (cashier's check or money order) (no personal or business checks or cash will be accepted). All requested documentation and funds must be received in our office no later than **3/3/2009**.

What Happens to the Pending Foreclosure if the Deadline is missed: If your loan is in foreclosure, and you do not re-qualify for a valid Loss Mitigation option, a scheduled foreclosure sale will be conducted. The scheduled foreclosure will not be delayed unless: (1.) Countrywide Home Servicing LP, specifically agrees in writing to suspend or cancel the foreclosure sale; or, (2.) the Loan is fully reinstated or paid off in accordance with your loan documents and applicable law prior to the scheduled foreclosure sale.

Credit Reporting and Collection during the Time we Process the Loss Mitigation

If your loan is delinquent, Countrywide Home Servicing LP, will continue to report all delinquencies to the credit reporting agencies until your loan is brought fully current. Countrywide Home Servicing LP will continue with normal servicing up to and including referral to foreclosure during the time it is reviewing your request for workout assistance or waiting for information from you. If you are unable to provide any of the information, or if you are having any problems filling out the necessary paperwork, please call us at 1-(866) 538-7052.

Thank you,

[Redacted Signature]

[Redacted Title]

Partial Claims Department
[Redacted Address]

The materials should be sent via First Class Mail or overnight courier to:

Countrywide Home Loans Servicing, LP

4500 Amon Carter Blvd

Mail Stop: FWACN-HRD

Fort Worth, TX 76155

Jan 25 09 11:39a

P. 3

FHA PARTIAL CLAIM

Account No.: [REDACTED]
 Borrower Name: TINA [REDACTED]
 Co-Borrower Name: [REDACTED]
 FHA/VA Case #: [REDACTED]
 Property Address: [REDACTED]
 DISTRICT HEIGHTS, MD 20747

AUTHORIZATION AND ACKNOWLEDGMENT

I have described my financial condition in the enclosed Financial Statement and certify that all information presented therein as well as all attachments is true, accurate, and correct to the best of my knowledge. I understand that submission of this information in no way obligates Countrywide Home Servicing LP, the Investor or the Mortgage Insurers to provide assistance to me. By making this Application for Financial Assistance to Countrywide Home Servicing LP, I hereby authorize Countrywide Home Servicing LP, the Investor and the Mortgage Insurers to:

- Order a credit report from any credit agency.
- Order a title search from any title agency.
- Verify the accuracy of the information contained in this Financial Statement; including, without limitation, any current or previous employment information.

I agree that I will notify Countrywide Home Servicing LP immediately of any material change in the financial information that I have provided herein. If I fail to do so, or if it is determined that the financial information provided herein has been misrepresented by me, and Countrywide Home Servicing LP, the Investor or the Mortgage Insurers make decisions which would not have been made had the true facts been known, then (1) I shall be liable for all costs incurred or damages suffered by Countrywide Home Servicing LP, the Investors or the Mortgage Insurers, and (2) Countrywide Home Servicing LP shall have the right, in its sole discretion, to terminate any arrangement or agreement that has been extended to me based, in whole or in part, on the inaccurate or incomplete information that I have provided.

Submitted this _____ day of _____ 20____.

BORROWER:

Signature

Name (please print)

Jan 25 09 11:39a

p. 4

FHA PARTIAL CLAIM

Account No.: ██████████
Borrower Name: TINA ██████████
FHA/VA Case #: ██████████
Property Address: ██████████
 DISTRICT HEIGHTS, MD 20747

AUTHORIZATION FORM

I hereby authorize Countrywide Home Servicing LP to discuss my request for payment assistance with the individual(s) that I have identified below as my designated agent(s) (hereinafter the "Designated Agent"). Further, Countrywide Home Servicing LP is hereby authorized to negotiate the terms of a workout agreement with my Designated Agent and to deliver documents to my Designated Agent which concerns my request for payment assistance. I understand that I will be fully responsible for reviewing any information that is sent by Countrywide Home Servicing LP to my Designated Agent. This Authorization will remain effective until I specifically notify Countrywide Home Servicing LP's Workout Department in writing that this Authorization is of no further force and effect.

My Designated Agents are: _____

Date: ____ / ____ /20____ _____

Jan 25 09 11:40a

p. 5

FHA PARTIAL CLAIM

Account No.: [REDACTED]
Borrower Name: TINA [REDACTED]
FHA/VA Case #: [REDACTED]
Property Address: [REDACTED]
DISTRICT HEIGHTS, MD 20747

NEGOTIATION AGREEMENT

Dear TINA JACKSON,

We have received your request for workout assistance concerning your Loan with Countrywide Home Servicing LP. When signed by both of us, this letter will constitute a binding agreement ("Agreement") between you and Countrywide Home Servicing LP concerning Countrywide Home Servicing LP's workout discussions with you.

- 1. Written Agreement and Amendments.** We each acknowledge and agree that neither of us shall be bound by any workout agreement concerning your Loan until such agreement has been put in writing, is signed by each of us and is returned to Countrywide Home Servicing LP. Furthermore, in order to avoid any confusion or misunderstanding, each of us also agrees that any such written agreement may only be amended in writing that is agreed to and signed by each of us. We each acknowledge and agree that Countrywide Home Servicing LP will not consider entering into any workout agreement concerning your Loan until it first receives all the information that it requires in its sole judgment to evaluate such an agreement. Each of us also acknowledges and agrees that Countrywide Home Servicing LP will be under no obligation to accept partial payments on your Loan unless a written agreement signed by each of us and returned to Countrywide Home Servicing LP provides for the payment and receipt of such amounts. During our workout discussions, any amounts received by Countrywide Home Servicing LP which are less than the full amount due and owing under your Loan shall be, at Countrywide Home Servicing LP's option, either (a) returned to you, or (b) credited towards the past due amount under your Loan and shall not be refunded to you.
- 2. Discussions.** Countrywide Home Servicing LP is acting on behalf of the holder of your loan (the investor) and the mortgage and/or pool insurers. As such, any information that Countrywide Home Servicing LP provides to you is on their behalf.

Jan 25 09 11:40a

p. 6

FHA PARTIAL CLAIM

Account No.: [REDACTED]

3. Enforceability of Loan Documents. Notwithstanding any other provision of this Agreement to the contrary, or any claims by you to the contrary, any and all loan documents (the "Loan Documents") relating to your Loan, including without limitation the Note and Security Instrument, are presently in full force and effect, and shall remain in full force and effect unless and until a written document is signed by the appropriate parties specifically superseding and replacing all or some of the Loan Documents.

We each acknowledge and agree that if your Loan is delinquent currently, Countrywide Home Servicing LP will continue to report all delinquencies to the credit reporting agencies. In addition, Countrywide Home Servicing LP will continue with any and all collection and foreclosure action concerning your Loan, and such action will not be suspended or canceled under any circumstances unless and until Countrywide Home Servicing LP specifically agrees in writing to suspend or cancel such action, or unless your Loan is fully reinstated or paid off.

Therefore, each of us acknowledges and agrees that if your Loan is in foreclosure, a scheduled foreclosure sale will be conducted by Countrywide Home Servicing LP unless Countrywide Home Servicing LP specifically agrees in writing to suspend or cancel the foreclosure sale, or unless your Loan is fully reinstated or paid off in accordance with the Loan Documents and applicable law prior to the scheduled foreclosure sale.

4. Obligation to Report Material Change in Circumstances. During the course of our workout discussions, you may be asked to provide certain information to Countrywide Home Servicing LP concerning your personal finances, the property, your Loan, or otherwise. You hereby acknowledge and agree that you will advise Countrywide Home Servicing LP immediately of any material change in the information that you provide to Countrywide Home Servicing LP.

5. No Waivers. No negotiations or any other action undertaken by you and/or Countrywide Home Servicing LP pursuant to this Agreement shall constitute a waiver of any party's rights under the Loan Documents, except to the extent specifically stated in a written agreement complying with the provisions of paragraph 1. In addition, any forbearance by Countrywide Home Servicing LP in exercising any right or remedy under this Agreement or as otherwise afforded by applicable law shall not be a waiver or preclude the exercise of that or any other right or remedy.

6. Miscellaneous. This Agreement (i) constitutes our entire agreement relating to the ongoing or contemplated discussions identified herein and supersedes any prior or contemporaneous representations or agreements (whether oral or written) not contained herein concerning your Loan or the subject matter of this Agreement; (ii) shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, successors and assigns; (iii) shall be governed by California law, without giving affect to principles of conflicts of law; and (iv) may be executed in one or more counterparts, each of which shall constitute an original and all of which

Jan 25 09 11:40a

P. 7

FHA PARTIAL CLAIM

taken together shall constitute one and the same instrument. In the event of any dispute hereunder, the prevailing party shall be entitled to recover all of such party's costs and attorneys' fees from the non-prevailing party. The Headings used in this Agreement are used for convenience only and shall not be used to interpret any term hereof. Each party executing this Agreement represents that such party has the full authority and legal power to do so.

If the foregoing accurately sets forth your understanding concerning your workout discussions with Countrywide Home Servicing LP, please sign this Agreement in the space provided below and return one duplicate original to the undersigned. Under no circumstances will a workout arrangement be entered into with you until this Agreement is first signed and returned to Countrywide Home Servicing LP.

I ACKNOWLEDGE AND AGREE THAT I HAVE READ AND AM FAMILIAR WITH THE TERMS AND CONDITIONS CONTAINED IN THIS LETTER AGREEMENT. I AGREE TO ABIDE BY THEM.

BORROWER:

Signature

_____, 20_____
Date

Name (please print)

Jan 25 09 11:40a

P. 8

FHA PARTIAL CLAIM

2/18/2009

TINA [REDACTED]
[REDACTED]
DISTRICT HEIGHTS, MD 20747

RE: CHL Loan Number: [REDACTED]
Partial Claim

Dear Homeowner:

Enclosed please find the Partial Claim Commitment, Partial Claim Offer and Agreement, Subordinate Mortgage/Deed of Trust and the Subordinate Note. These documents are necessary to effectuate a Partial Claim with H.U.D. to bring your loan to a current status. **All parties having an interest in the property must sign these documents and all signatures must be notarized.** The notary acknowledgment must include the notary's official stamp or seal and must be in recordable form. **These documents must be returned to my attention no later than 3/3/2009.** Failure to do so will result in the automatic withdrawal by Home Loans Servicing, LP of this offer without further notice.

To process a Partial Claim, a promissory note is executed by the lender in the name of the Secretary of Housing and Urban Development. It also requires a Subordinate Mortgage or Deed of Trust, these documents carry no interest and include the arrearage due on the loan. Repayment of the Subordinate Loan is due upon the satisfaction of the first mortgage lien.

The total amount due with return of the signed and notarized documents is **\$255.81 and must be in certified funds.** These funds represent the Late Charges, Inspection Fees, and Foreclosure Fees (if any) due on your loan.

Federal Express Shipping Label and Envelope have been provided for your convenience in returning these important documents. If you have any questions, please call me at the number listed below.

Sincerely,
[Signature]
[REDACTED]
Partial Claim Negotiator
Loss Mitigation Department
[REDACTED]

Enclosures: Partial Claim Commitment
Partial Claim Offer & Agreement
Subordinate Mortgage/Deed of Trust & Note

Jan 25 09 11:41a

p. 9

FHA PARTIAL CLAIM

Partial Claim Commitment

2/18/2009

TINA [REDACTED]
[REDACTED]

DISTRICT HEIGHTS, MD 20747

RE: CHL [REDACTED]
FHA Case [REDACTED]

Dear Mortgagor:

This letter constitutes a commitment by Countrywide Home Loans Servicing, LP process a Partial Claim on the mortgage (identified above), subject to the terms and conditions stated below. This letter contains our offer, and it permits you to accept this offer. When signed by you, this letter will constitute your agreement to these terms and conditions.

Our records indicate the Mortgage is currently in default. Although we are willing to do a Partial Claim as described in this letter, please be advised that we will continue to pursue collection action. This action may include foreclosure. If you sign the *Acceptance of Offer for Partial Claim* and if you perform as agreed to, then we will cease collection activity on the Mortgage when the loan is current. However, if you fail to sign the *Acceptance of Offer for Partial Claim* or if you fail to perform as agreed to, we will complete our collection action, including foreclosure if necessary.

If you want to accept, you must sign the *Acceptance of Offer for Partial Claim*, the *Subordinate Documents*, and pay the *Amounts to be paid*, [see Section C, in the *Offer of Partial Claim and Agreement*] which must be received by Countrywide Home Loans Servicing, LP by 3/3/2009. Failure to do so will result in the automatic withdrawal by Countrywide Home Loans Servicing, LP of this offer without further notice.

If your Loan was acquired by Countrywide Home Loans Servicing, LP when it was in default, Countrywide Home Loans Servicing, LP is a debt collector.

Jan 25 09 11:41a

p. 10

FHA PARTIAL CLAIM

OFFER of PARTIAL CLAIM and AGREEMENT

We hereby offer to do a Partial Claim on your mortgage as follows. It will be called a "Partial Claim".

Section A, Terms of the Partial Claim. The terms of the Partial Claim are described in detail in the attached Subordinate Documents.

The first regular monthly payment due on the mortgage once the Partial Claim has been completed will begin on 4/1/2009, the payment amount is \$2,169.82. Please note that this payment amount is subject to change depending on the escrow requirement and/or an interest rate change if your loan is an Adjustable Rate Mortgage. Please contact our office prior to sending the payment due to verify the current payment amount. Please remit funds for your payment to be received in our office by no later than the 15th of each month. All other terms and conditions of the Mortgage will remain the same, including but not limited to provisions for the late fees and Countrywide Home Loans Servicing, LP's right to pursue collection action for the default amount (including foreclosure).

Upon notification of a filing for protection under a Bankruptcy Stay, this Agreement will be terminated. This includes the filing by any party that has or may have interest in the property.

The executed documents must be in our office on or before 3/3/2009 or such other date as we may choose at our sole discretion. All borrowers, guarantors, endorsers or sureties on the original Mortgage must sign these documents and any other documents that we may require. Please send the signed documents, and the *Amounts to be paid* [See Section C on the next page.] to the following address:

Countrywide Home Loans Servicing, LP
Attn: Duy Pham
4500 Amon Carter Blvd
Mail Stop: FWACN-HRD
Fort Worth, TX 76155

You agree and understand that while you are participating in this Agreement, all funds received from you, including the *Amounts to be paid* and the monthly payments, will be held in a suspense account, which means the funds will not be applied to your loan until the claim is paid by HUD. Upon receipt of the claim money by Countrywide Home Loans Servicing, LP from HUD, all funds held in suspense will be applied to the loan. If this agreement is canceled, any

Jan 25 09 11:41a

P. 11

FHA PARTIAL CLAIM

remaining funds in the suspense account will be credited towards your remaining obligation and will not be refunded.

Section B. Contingencies. This offer is contingent on the following:

Countrywide Home Loans Servicing, LP's offer to do a Partial Claim on your mortgage is contingent upon Countrywide Home Loans Servicing, LP's verification that the title to the subject property is free from any defect, encumbrance, unauthorized conveyance or any other irregularity. A title search of the subject property will be initiated by Countrywide Home Loans Servicing, LP upon your return of the executed *Acceptance of Offer for Partial Claim*, the *Subordinate Documents* and the *Amounts to be paid*. In the event the title search, or any other information, indicates any title irregularity, including but not limited to any unauthorized conveyance or any superior lien(s), whether voluntary or involuntary, the *Acceptance of Offer for Partial Claim*, the *Subordinate Documents*, *Partial Claim Commitment* and *Offer of Partial Claim and Agreement* and their terms shall not be effective, binding or enforceable against Countrywide Home Loans Servicing, LP or HUD, and Countrywide Home Loans Servicing, LP's offer to do a Partial Claim on your mortgage shall be immediately revoked without further notice.

Section C. Amounts to be paid. You will be required to pay the following on the date the documents are signed for the Partial Claim:

Inspection fees due/Miscellaneous fees	\$0.00
Late Fees	\$255.81
Bankruptcy Fees	\$0.00
TOTAL DUE	\$255.81

If you want to accept this offer for a Partial Claim upon the terms and conditions above, you must agree by signing the enclosed *Acceptance of Offer for Partial Claim* and *Subordinate Documents* which follow this commitment. The acceptance must be signed by each borrower and must be returned to us, along with the *Amounts to be paid*, by 3/3/2009, otherwise, the offer will expire.

Sincerely,





Partial Claim Negotiator
Loss Mitigation Department

Jan 25 09 11:41a

P. 12

FHA PARTIAL CLAIM

CHL #**ACCEPTANCE OF OFFER FOR PARTIAL CLAIM**

We (I) are/am the borrower(s) on the Mortgage identified above. We (I) agree to and/or acknowledge the following:

We accept all of the terms and conditions stated herein and in the *Partial Claim Commitment, Offer of Partial Claim and Agreement, and Subordinate Documents.*

We have failed to pay the Mortgage in accordance with its terms, and are now in default on the Mortgage. We have no defenses or offsets against the Mortgage or Countrywide Home Loans Servicing, LP's right to collect the Mortgage by foreclosure or otherwise. We acknowledge that this commitment for the Partial Claim, even when signed by Countrywide Home Loans Servicing, LP and us, will not prevent or prohibit Countrywide Home Loans Servicing, LP from continuing collection action. Therefore, in the event we sign this commitment, but fail to fulfill any or all of its terms and conditions, then Countrywide Home Loans Servicing, LP may complete any collection action already commenced without further notice to us, including foreclosure. This commitment will not be considered a waiver of or defense to lender's right to commence or continue any collection action.

The terms of the Partial Claim will be stated in Section A above. We will sign any documents necessary to complete the Partial Claim.

We acknowledge that this commitment is contingent as provided in Section B and Section C of Countrywide Home Loans Servicing, LP's offer. Countrywide Home Loans Servicing, LP shall determine whether the contingencies have been satisfied.

The date for signing the documents and paying the amounts due will be 3/3/2009, or such other date that Countrywide Home Loans Servicing, LP may select.

All representations made by us pursuant to our request for the Partial Claim are true and have been and will be relied upon to Countrywide Home Loans Servicing, LP, and any breach of the representations will give Countrywide Home Loans Servicing, LP the right to terminate this commitment and could result in the pursuit of other rights and remedies by Countrywide Home Loans Servicing, LP.

I/We am/are now occupying the property as our primary place of residence.

We have had the opportunity to consult with legal and/or tax counsel prior to agreeing to the foregoing, and have willingly agreed to these terms and conditions whether or not we elected to retain such counsel.

Jan 25 09 11:41a

p. 13

FHA PARTIAL CLAIM

As evidenced by the signature(s) below, the Borrower(s) and Countrywide Home Loans Servicing, LP agree to the foregoing:

_____ Date
TINA [REDACTED] (Borrower)

CHL # [REDACTED]

Jan 25 09 11:42a

p. 14

FHA PARTIAL CLAIM

WHEN RECORDED MAIL TO:

SPACE ABOVE FOR RECORDER USE

Countrywide Home Loans Servicing, LP
7105 Corporate Dr.
Attn: Hope Department PTX B-65
Plano, Tx. 75024



FHA Case No.

DOC ID: [REDACTED]

DEED OF TRUST

THIS DEED OF TRUST ("Security Instrument"), is given on 2/18/2009. The Trustor(s) are TINA [REDACTED] whose address is [REDACTED] DISTRICT HEIGHTS, MD 20747 ("Borrower"). This Security Instrument is given to the Secretary of Housing and Urban Development, and whose address is Department of Housing and Urban Development, Attention: [REDACTED] First Madison Services, Inc. [REDACTED] ("Lender"). The trustee is Gerard F. Miles or Gerard F. Miles, Jr., Huesman, Jones & Miles, LLC, 11350 McCormick Road, Suite 300, Executive Plaza III, Hunt Valley, Maryland 21031. ("Trustee"). Borrower owes Lender the principal sum of \$21,392.92. This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for the full debt, if not paid earlier, due and payable on 5/1/2037. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under Paragraph 2 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, warrant, grant and convey to the Lender, with power of sale, the following described property located in [REDACTED] County, State of Maryland: which has the address [REDACTED] DISTRICT HEIGHTS, MD 20747 ("Property Address") more particularly described as set forth as follows:

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 or 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:

Jan 25 09 11:42a

p. 15

FHA PARTIAL CLAIM

1. **PAYMENT OF PRINCIPAL.** Borrower shall pay when due the principal of the debt evidenced by the Note, together with interest or other charges as provided in the Note and the Security Instrument.

2. **LENDER'S RIGHT TO TAKE ACTION TO PROTECT THE PROPERTY.** If (A) Borrower does not keep all promises and agreements made in this Security Instrument, or (B) someone, including Borrower, begins a legal proceeding that may significantly affect Lender's rights in the Property (such as, for example, a legal proceeding in bankruptcy, in probate, for condemnation, or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions under this Paragraph 2 may include, for example, appearing in court, paying reasonable attorneys' fees, and entering on the Property to make repairs. Lender must give Borrower notice before Lender may take any of these actions.

Borrower will pay to Lender any amounts, with interest, which Lender spends under this Paragraph 2. This Security Instrument will protect Lender in case Borrower does not keep this promise to pay those amounts with interest.

Borrower will pay those amounts to Lender when Lender sends Borrower a notice requesting that Borrower do so. Borrower will also pay interest on those amounts at the same rate stated in the Note. Interest on each amount will begin on the date that the amount is spent by Lender. However, Lender and Borrower may agree in writing to terms of payment that are different from those in this paragraph.

Although Lender may take action under this Paragraph 2, Lender does not have to do so.

3. **BORROWER NOT RELEASED; FORBEARANCES BY LENDER NOT A WAIVER.** Extension of the time of payment of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successor in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

4. **SUCCESSORS AND ASSIGNS BOUND; JOINT AND SEVERAL LIABILITY; CO-SIGNERS.** The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note; (a) is consigning this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the term of this Security Instrument or the Note without that Borrower's consent.

5. **NOTICES.** Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to: Department of Housing and Urban Development, Attention: Morris-Griffin/First Madison Services, Inc. 4111 S. Darlington, Suite 300, Tulsa, OK 74135 or any address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

6. **GOVERNING LAW; SEVERABILITY.** This Security Instrument shall be governed by Federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

7. **BORROWER'S COPY.** Borrower shall be given one conformed copy of the Note and of this Security Instrument.

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

8. **ACCELERATION; REMEDIES.** If Borrower fails to keep any promise or agreement made in this Security Instrument, including the promise to pay, when due, the amount owed under the Note and this Security Instrument, Lender, prior to acceleration, shall give notice to Borrower as provided in paragraph 5 hereof specifying: (1) the breach; (2) the action required to cure such

2 of 4

MARYLAND - SUBORDINATE DEED OF TRUST - 10/97 - HUD INSTRUMENT

Jan 25 09 11:42a

p. 16

FHA PARTIAL CLAIM

breach; (3) a date, not less than 10 days from the date the notice is mailed to Borrower, by which such breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument 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 sale. If the breach is not cured on or before the date specified in the notice, Lender, at Lender's option may declare all of the sums secured by this Security Instrument to be immediately due and payable without further demand and may invoke the power of sale and any other remedies permitted by applicable law. Lender shall be entitled to collect all reasonable costs and expenses incurred in pursuing the remedies provided in this paragraph 8, including, but not limited to, reasonable attorneys' fees.

If Lender invokes the power of sale, Lender shall mail cause Trustee to mail a written notice of sale to Borrower in the manner prescribed by applicable law. Trustee shall give notice of sale by public advertisement for the time and in the manner prescribed by applicable law. Trustee, without demand on Borrower, shall sell the Property at public auction to the highest bidder at the time and place and under the terms designated in the notice of sale in one or more parcels and in such order as Trustee may determine. Trustee may postpone sale of all or any parcel of the Property by public announcement at the time and place of any previously scheduled sale. Lender, or Lender's designee, may purchase the Property at any sale.

Trustee shall deliver to the purchaser Trustee's deed conveying the Property so sold without any covenant or warranty, expressed or implied. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all costs and expenses of the sale, including, but not limited to Trustee's fee of 5.000% the gross sale price, reasonable attorneys' fees and costs of title evidence; (b) to all sums secured by this Security Instrument; and (c) the excess, if any, to the person or persons legally entitled thereto.

If the Lender's interest in this Security Instrument is held by the Secretary and the Secretary requires immediate payment in full under the Paragraph 7 of the Subordinate Note, the Secretary may invoke the nonjudicial power of sale provided in the Single Family Mortgage Foreclosure Act of 1994 ("Act") (12 U.S.C. 3751 *et seq.*) by requesting a foreclosure commissioner designated under the Act to commence foreclosure and to sell the Property as provided in the Act. Nothing in the preceding sentence shall deprive the Secretary of any rights otherwise available to a Lender under this paragraph or applicable law.

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

10. RELEASE. Upon payment of all sums secured by this Security Instrument, Lender or Trustee shall release this Security Instrument without charge to Borrower and mark the Note "paid" and return the Note to Borrower. Borrower shall pay all costs of recordation, if any.

11. SUBSTITUTE TRUSTEE. Lender, at Lender's option may from time to time remove Trustee and appoint a successor trustee to any Trustee appointed hereunder by an instrument recorded in the city or county in which this Security Instrument is recorded. Without conveyance of the Property, the successor trustee shall succeed to all the title, power and duties conferred upon the Trustee herein and by applicable law.

**REQUEST FOR NOTICE OF DEFAULT
AND FORECLOSURE UNDER SUPERIOR
MORTGAGES OR DEEDS OF TRUST**

Borrower and Lender request the holder of any mortgage, deed of trust or other encumbrance with a lien which has priority over this Security Instrument to give Notice to Lender, at Lender's address set forth on page one of this Security Instrument, of any default under the superior encumbrance and of any sale or other foreclosure action.

Jan 25 09 11:44a

P. 17

FHA PARTIAL CLAIM

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

IN WITNESS WHEREOF, Borrower has executed this Security Instrument

TINA _____ (Seal)

STATE OF MARYLAND, County ss: _____
I Hereby Certify, That on this _____ day of _____, _____, before me, the subscriber, a Notary Public of the State of Maryland, personally appeared

_____ known to me or satisfactorily proven to be the person(s) whose name (s) _____ subscribed to the within instrument and acknowledge that _____ executed the same for the purposes therein contained.

AS WITNESS: my hand and notarial seal.

My commission expires: _____

Notary Public

I certify this instrument was prepared by _____, a party there.

SIGNED THIS DATE:

BY: _____
_____, TRUSTEE ON BEHALF OF
COUNTRYWIDE HOME LOANS SERVICING, LP AND HUD

STATE OF MARYLAND, BALTIMORE COUNTY,
On this _____ Day of _____, 200__, before me the undersigned,
a Notary Public in and for said State, personally appeared _____
known to me, or proved to me on the basis of satisfactory evidence to be the person whose name subscribed to the foregoing instrument and acknowledged that _____ executed the same.

Witness my hand and official seal.

Signature _____

Name (typed or printed)

Jan 25 09 11:44a

p. 18

FHA PARTIAL CLAIM

Appendix IV

FHA Case No.

[Redacted]

SUBORDINATE NOTE

2/18/2009

TINA [Redacted]
[Redacted]
DISTRICT HEIGHTS, MD 20747
DOC [Redacted]

1. PARTIES

"Borrower" means each person signing at the end of this Note, and the person's successors and assigns. "Secretary" or "Lender" means the Secretary of Housing and Urban Development and its successors and assigns.

2. BORROWER'S PROMISE TO PAY

In return for a loan received from Lender, Borrower promises to pay the principal sum of Twenty One Thousand Three Hundred Ninety Two Dollars & Ninety Two Cents (\$21,392.92), to the order of Lender.

3. PROMISE TO PAY SECURED

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

4. MANNER OF PAYMENT

(A) Time

On, 5/1/2037 of insured mortgage or, if earlier, when the first of the following events occurs:

- (i) Borrower has paid in full all amounts due under the primary Note and related mortgage, deed of trust or similar Security Instruments insured by the Secretary, or
- (ii) The maturity date of the primary Note has been accelerated, or
- (iii) The Note and related mortgage, deed or trust or similar Security Instrument are no longer insured by the Secretary, or
- (iv) The property is not occupied by the purchaser as his or her principal residence.

Jan 25 09 11:44a

p. 19

FHA PARTIAL CLAIM

(B) Place

Payment shall be made at the Office of the Housing FHA-Comptroller, Director of Mortgage Insurance Accounting and Servicing, 451 Seventh Street, SW, Washington, DC 20410 or any such other place as Lender may designate in writing by notice to Borrower.

5. BORROWER'S RIGHT TO PREPAY

Borrower has the right to pay the debt evidenced by this Note, in whole or in part, without charge or penalty. If Borrower makes a partial prepayment, there will be no changes in the due date or in the amount of the monthly payment unless Lender agrees in writing to those changes.

6. WAIVERS

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

7. OBLIGATIONS OF PERSONS UNDER THIS NOTE

If more than one person signs this Note, each person is fully and personally obligated to keep all of the promises made in this Note, including the promise to pay the full amount owed. Any person who is a guarantor, surety or endorser of this Note is also obligated to do these things. Any person who takes over these obligations, including the obligations of a guarantor, surety or endorser of this Note, is also obligated to keep all of the promises made in this Note. Lender may enforce its rights under this Note against each person individually or against all signatories together. Any one person signing this Note may be required to pay all of the amounts owed under this Note.

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

TINA [REDACTED] (SEAL)
Borrower