

FILED Jul 29, 2011

**WEINER
BRODSKY
SIDMAN
KIDER PC**

July 29, 2011

VIA E-MAIL

The Superior Court Clerk's Office
Attn: F-231-11
P.O. Box 971
Trenton, NJ 08625

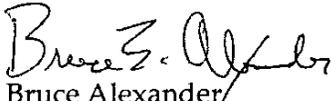
RE: Supplemental Administrative Order

Dear Clerk:

The Supplemental Certification of James D. Scott on behalf of PHH Mortgage Corporation is enclosed. A copy will be hand-delivered to Judge Barisonek.

Your consideration and assistance are appreciated.

Sincerely,


Bruce Alexander
alexander@wbsk.com

Enclosure

cc: The Honorable Walter R. Barisonek

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EXHIBIT 1

Supplemental Certification of James D. Scott

PHH Mortgage Corporation
List of Authorized Signers of Default Documents

<u>Name</u>	<u>Title</u>
Marc J Hinkle	Vice President
Sergio Gargurevich	Vice President
Michael Danlag	Vice President
Deborah Gross	Vice President
James D Scott	Assistant Vice President
Shannon Tomasso	Assistant Vice President
Lawrence Riggs	Assistant Vice President
Robin Callahan	Assistant Vice President
Dara Morris	Assistant Vice President
Deborah Johnson	Assistant Secretary

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2
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EXHIBIT 2

Supplemental Certification of James D. Scott

PHH MORTGAGE CORPORATION

+++

**THE LOGS GROUP, LLC
and
SHAPIRO & KREISMAN, LLC**

April 17, 2006

This DEFAULT PROCESSING OUTSOURCE AGREEMENT (the "Agreement" entered into as of April 17, 2006 (the "Effective Date") by and between PHH Corporation ("Client"), with its principal office located at 3000 Leadenhall Road, 1 NJ 08054 and The LOGS Group, LLC, d/b/a LOGS Network, an Illinois limited liability company and Shapiro & Kreisman, LLC, an Illinois professional limited liability company jointly and severally ("LOGS"), with its principal offices located at 4201 Lake C Northbrook, IL 60062. Each of Client and LOGS are referred to herein as a "Party" collectively the "Parties."

In consideration of the mutual covenants and promises contained herein, an good and valuable consideration, the sufficiency of which is hereby acknowledged, agree as follows:

1. **Definitions.** When used in this Agreement, the following definitions apply:
 - 1.1 "Affiliate" means, with respect to any Party, any person or entity that controls, is controlled by, or is under common control with, that Party.
 - 1.2 "Agency" means Fannie Mae, Freddie Mac, Ginnie Mae, FHA, HUD, Investor, and/or an Insurer, and any of their successors, as applicable.
 - 1.3 "Agreement" means this Default Services Agreement
 - 1.4 "Approved Firm" shall mean any Firm listed on Exhibit F as of the Effective Date, and as amended by LOGS in its sole discretion from time to time.
 - 1.5 "Approved Vendor" has the meaning given in Section 3.4.
 - 1.6 "Borrower" means each obligor under a Mortgage Note.
 - 1.7 "BPO" means Broker's Price Opinion.
 - 1.8 "Business Day" means any day other than a Saturday, Sunday, federal holiday, or any other day on which Client is not open for business.
 - 1.9 "Buydown" means Client's buydown of the underlying debt related to a Mortgage Loan for the purpose of encouraging the VA to make a bid at foreclosure related Mortgaged Property.
 - 1.10 "Client" means PHH Mortgage Corporation, a corporation organized in New Jersey.

1.11 "Client's MIS" means Client's Mortgage Loan servicing software which is currently Fidelity MSP, but which is subject to change upon notice to LOGS

1.12 "Client's Premises" means its principal office located at 300 Leadenhall Road, Mt. Laurel, NJ 08054, or such other location(s) as Client may give notice to LOGS from time to time.

1.13 "Customer Information" means any nonpublic personal information by federal law, including but not limited to, the Gramm-Leach-Bliley Act (15 U.S.C. seq.), and applicable regulations promulgated pursuant to that Act, all as amended from time to time.

1.14 "Confidential Information" shall have the meaning set forth in Section 2.1.1.

1.15 "Contested Case" shall have the meaning set forth in Section 2.1.3.

1.16 "Disaster" has the meaning given in Section 2.11.

1.17 "EDF" means electronic data interchange.

1.18 "Effective Date" means April 17, 2006.

1.19 "Existing Default Portfolio" has the meaning given in Section 2.1.2.

1.20 "Fannie Mae" means Fannie Mae or any successor to Fannie Mae.

1.21 "FHA" means the Federal Housing Administration or any successor to

1.22 "Firm" means the law firm or foreclosure trustee company chosen for foreclosure, bankruptcy, eviction or related default work on behalf of Client on Mortgage Loan.

1.23 "Freddie Mac" means Freddie Mac or any successor to Freddie Mac

1.24 "Ginnie Mae" means the Government National Mortgage Association or any successor to Ginnie Mae.

1.25 "HUD" means the United States Department of Housing and Urban Development, or any successor to HUD.

1.27 "Indemnitor" shall have the meaning set forth in Section 6.2.

1.28 "Insurer" means any private entity or government agency that guarantees lenders against default-related losses on Mortgage Loans.

1.29 "Investor" means the person who holds the beneficial interest in a Mortgage Loan and for which Client services and administers the Mortgage Loan. The term shall also include Client when Client is designated in Client's records as an "internal investor" in relation to a Mortgage Loan.

1.30 "LOGS" means The LOGS Group, LLC and/or the law firm of Kreisman, LLC.

1.31 "LOGS Software" means software owned or licensed by LOGS or a subcontractor and (a) licensed or sublicensed to Client for its use, or (b) used by Client in connection with the Services.

1.32 "MIS" means the management information systems accessed or used by Client to provide the Services, to prepare reports required under this Agreement, and facilitate communication between the Parties, and includes both software and hardware.

1.33 "Mortgage" means a first or junior lien mortgage, deed of trust, or security instrument executed by a Mortgagor pledging the Mortgaged Property as collateral for the repayment of a Mortgage Note.

1.34 "Mortgage Loan" means a residential first or second mortgage loan (including home equity revolving line of credit loans), which is: a) serviced by Client, and (b) for which LOGS is to provide the Services under this Agreement.

1.35 "Mortgage Note" means the written promise of a Borrower to pay a certain amount of money in United States' dollars at a stated interest rate over a specified term, as secured by a Mortgage.

1.36 "Mortgage Property" means the real property, together with the fixtures and any other improvements situated on the real property, which has or have been pledged by the Mortgagors under a Mortgage as collateral to secure the obligation under the related Mortgage Note.

1.37 "Mortgagor" means each person who executes a Mortgage Note and

without accepting conveyance of the related Mortgage Property.

1.39 "Non-Approved Firm" means any Firm that provides Services pursuant to the Services Agreement that is not listed on Exhibit F, as same may be amended from time to time.

1.40 "Non-Approved Vendor" has the meaning given in Section 3.4.

1.41 "Non-Billable" means a referral to an attorney or trustee Firm that does not participate in the LOGS package fee program due to investor restrictions or otherwise.

1.42 "Outsource Work Force" means those employees of LOGS who provide Services on-site at Client at one or more locations or off-site at LOGS at one or more locations.

1.43 "Outsource Work Force Member" means individual member of the Outsource Work Force.

1.44 "Partnership Office" means any local or state LOGS office.

1.45 "Performance Deadline" means each time frame set forth on Exhibit B, and those established from time to time by any Agency and Client for the processing of foreclosures, bankruptcies and evictions. If a particular Agency does not have its own timeline, Fannie Mae's published timelines shall apply to that Agency.

1.46 "Performance Standards" means the quality performance standards set forth on Exhibit B.

1.47 "Privacy Laws" shall have the meaning set forth in Section 5.

1.48 "Reinstate" or "Reinstatement" means the satisfaction of the total indebtedness from a Borrower in connection with a Mortgage Loan in default including but not limited to attorneys' fees, court costs and other related costs.

1.49 "Reinstatement Quotes" means the calculation of the total amount to be paid by a Borrower to Reinstate a Mortgage Loan.

1.50 "Security Obligation" shall have the meaning set forth in Section 2.1.

1.51 "Services" shall have the meaning set forth in Section 2.1.1.

1.52 "SOP" means the standard operating procedures set forth on Exhibit C.

1.54 "VA" means the Department of Veterans Affairs or any successor to V

1.55 "Vendor" means an individual or entity, other than a Firm, managed and performing work for Client under this Agreement. Vendors include but are not individuals or entities providing property inspections, property preservation services, evictions, appraisals and BPO's, claims services, including FHA, VA, PMI/Pool or of services, title agency, insurance or other title services and systems providers. A Vendor is an Approved Vendor or a Non-Approved Vendor.

2. LOGS' Obligations.

2.1 Scope.

2.1.1 Scope of Services. LOGS agrees to provide and perform certain functions, including eviction, bankruptcy and related default functions for Client at Client's Premises and other Premises, and such other locations of Client or LOGS as agreed to by the Parties, as described in the SOP attached as Exhibit A (the "Services"). Eviction related services include management and monitoring of all redemptions, ratifications and collections, including any documentation or figures required by counsel. LOGS may perform such services itself or via an approved affiliated or non-affiliated subcontractor as hereinafter provided. Client's approval shall not be unreasonably withheld by Client. Client will assign to LOGS all Mortgage Loans requiring Services regarding which Client desires LOGS to perform Services. LOGS shall not permit any subcontractor access to Client's MIS without prior written approval. In performing the Services, LOGS shall fully comply with (1) Performance Deadlines and Performance Standards, and (2) applicable state and federal laws and regulations, and (3) all Investor, Insurer and Agency requirements, and (4) such other requirements as agreed to in writing by the Parties. LOGS will execute documents required in connection with the Services on behalf of Client as authorized corporate officers of Client when such documents are defined in the "Corporate Resolution" provided by Client as Exhibit H attached. Documents which cannot be executed by LOGS will be forwarded to Client or Client's designee for execution. LOGS shall not perform any part of the Services in any offshore or foreign jurisdiction without the prior written consent of Client, which may be withheld in Client's sole discretion.

2.1.2 Existing Portfolio. Client will continue to perform certain functions, including bankruptcy, claims, property preservation and related default functions as Client performs on Mortgage Loans noted on Client's active foreclosure report as of the Effective Date, or noted as active on Client's bankruptcy report as of the Effective Date ("Default Portfolio").

2.1.3 Contested Cases. LOGS shall immediately, upon LOGS having knowledge

or eviction case, or any other proceeding involving a Mortgage Loan, in which any answer or other defense, or where any claim is asserted against Client or the party, if not Client ("Contested Case"). Client shall have the right to assume management of any Contested Case and LOGS will return to Client any Contested Case immediately upon Client's request.

2.1.4 Agency Performance Adjustments. If an Agency shortens its Performance Deadlines and LOGS can demonstrate to Client's reasonable satisfaction that such change will materially increase LOGS' cost of performing the Services such that LOGS will not receive market-competitive profitability, Client may require adherence to such change.

(a) LOGS agrees to absorb such additional cost; or

(b) LOGS submits adjusted fees for the Services and Client agrees to pay the adjusted fees, which will be added to the fees described in Section 4.2.

If Client does not agree to pay the adjusted fees, or LOGS will not absorb the additional cost, then Client may choose to revert back to the prior scope of Services (so long as the Services does not violate any Agency or Investor guideline) or terminate this Agreement with written notice without penalty. If Client fails to take either action within thirty days, LOGS may terminate this Agreement in accordance with Section 11.

2.2 Management Authority. Subject to Section 3.4, LOGS and its managerial personnel shall have full authority, subject to the terms of this Agreement, to hire, organize, reorganize, deploy, structure, and perform all Services, for which it shall be liable under this Agreement, including but not limited to the number, nature, type, and compensation of the Outsource Work Force.

2.3 Subcontractors. Subject to prior written approval from Client, LOGS may subcontract portions of LOGS' obligations under this Agreement. LOGS shall be responsible for ensuring adherence, and for any breach, by any or all subcontractors with the performance of this Agreement, and for ensuring that all subcontractors shall be bound by its terms. LOGS shall be solely responsible for payment to its approved subcontractors, and Client shall be a party to any subcontracting agreement LOGS may enter. Client shall not unreasonably withhold its approval; provided, however, that Client may withhold approval of any offshore subcontractor in Client's sole discretion.

2.4 Outsource Work Force Employees. LOGS shall be responsible for ensuring adherence, and for any breach, by any or all Outsource Work Force Members to the provisions of this Agreement, and for ensuring that all Outsource Work Force Members shall be bound by its terms. Outsource Work Force Employees who perform Services at Client's direction may from time to time be directed by Client to perform other default related services.

liability under this Section 2.4 for violations of the federal Fair Debt Collection Practices Act committed by an Outsource Work Force Member who has received specific instruction from Client's management to communicate directly with a Mortgagor, or for services not specifically authorized for or incidental to this Agreement that are performed at the specific instruction of Client's management.

2.5 Audits. Client, its agents, investors, ratings agencies, regulators designated by Client with a reasonable need to audit shall have the right to inspect, review, examine, evaluate, and audit all activities of LOGS and its Vendor to (i) verify the accuracy of Client's Confidential Information, (ii) examine the controls (e.g., organizational input/output controls, system modification controls, processing controls, system security controls, and access controls) and the security, disaster recovery and back-up procedures with respect to such information; (iii) examine LOGS' performance of the Services; (iv) verify the accuracy of invoiced amounts, and (v) examine such other records as are necessary to the performance of this Agreement and performance of the Services provided hereunder. Such audits may be performed at any time during LOGS' normal business hours at the place of business or its Vendor's place of business or during Client's normal business hours at Client's Premises. Client shall provide LOGS with not less than five (5) business days notice prior to any audit being performed. LOGS will make its personnel, subcontractors and respective facilities (including computer servers and related technology facilities) available and otherwise cooperate fully in connection with any such review or audit. Such assistance shall include, without limitation, providing electronic copies of requested documents to Client or the requesting auditor or examiner within three (3) business days and hard copy copies of requested documents, if required, within five (5) business days of such request. If not in connection with the document requested, Client agrees to provide LOGS with ready access to data, including reasonable ad hoc reports, LOGS requires to meet the preceding limitations. Client shall be responsible for Client's costs associated with any audit performed pursuant to this Section 2.5. LOGS shall be responsible for all costs incurred by LOGS in fulfillment of its obligations under this Section 2.5.

2.6 Outsource Work Force Access/Physical Security. LOGS, its Outsource Work Force Members and subcontractors while on-site at Client shall comply with all applicable security obligations or security programs made known or known to LOGS, applicable to Client and each of Client's Premises. When Client deems appropriate, Client may issue identification cards, keys, or other security devices to each Outsource Work Force Member. LOGS shall require each Outsource Work Force Member to surrender all security devices issued to such Outsource Work Force Member upon the earlier to occur of: (a) such Outsource Work Force Member's termination of employment with LOGS or assignment to Client; (b) Client's demand for the termination or expiration of this Agreement. LOGS shall ensure that Outsource Work Force Members shall at all times cooperate with Client security personnel. Client shall have the right to maintain all security measures at all times and in all manners it deems appropriate.

all computer facilities, communications equipment, office machines and supplies, a physical facilities belonging to Client. LOGS shall submit to any such designated programs. The Outsource Work Force shall have no access to, and LOGS shall ensure the Outsource Work Force does not attempt to gain access to, any of Client's Premises during normal working hours for that location or on a day that is a scheduled holiday for that location except as approved in advance by Client. Client shall not initiate security program obligations that prevent LOGS from performing any of the Services.

2.7 Outsource Work Force Testing. LOGS shall cause its Outsource Work Force Members to consent and submit to or cooperate with, such tests or clearance procedures as Client may, by law or policy, request from time to time relating to the Privacy Law, criminal background, or similar security and performance related matters for similarly situated. Client's failure to request such tests or procedures at any time shall constitute a waiver of the right to demand them at any later time, or a waiver of any of Client under this Agreement. LOGS shall screen all personnel with access to Confidential Information, including Client Customer Information, for potential security risks and require all employees, contractors, and subcontractors to sign an appropriate confidentiality/non-disclosure agreement, which confidentiality/non-disclosure agreement shall be (a) included in LOGS' general employee confidentiality/non-disclosure agreement, (b) included in LOGS' agreements with contractors and subcontractors. All of LOGS' agreements with Vendors and other third parties involving access to LOGS' systems and data, including outsourcing arrangements and maintenance and support agreements (including maintenance), shall specifically address security risks, controls, and procedures for those systems. LOGS shall supply each of its personnel and contractors with appropriate training regarding information security procedures, risks, and threats. LOGS shall have an established set of procedures to ensure personnel and contractors promptly report any suspected breaches of security to LOGS management.

2.8 Status of Outsource Work Force. Outsource Work Force Members shall not be deemed to be employed by Client, any affiliate of Client or any Firm in connection with the Services or for any purpose. LOGS will be responsible for the Outsource Work Force Member's benefits, insurance, and tax withholding, including making any employer-required contributions. Outsource Work Force Members are not agents of Client, Client affiliates or Firms. Outsource Work Force Members shall not have, and LOGS shall ensure they do not hold themselves out as having, any right, power or authority to create any contract for or on behalf of Client, Client affiliates or Firms.

2.9 LOGS Representations and Warranties Concerning Outsource Work Force Members. LOGS represents and warrants as to each Outsource Work Force Member that such Outsource Work Force Member:

a. Possesses the requisite skill, ability, and knowledge to perform the Services.

Services contemplated under this Agreement;

b. Has no conflicting engagements, duties or conflicts of interest of any kind whatsoever and holds no interest adverse to Client, Client affiliates or Firms;

c. Will perform all tasks in a professional competent and timely manner and in compliance with any and all applicable laws, rules, regulations and the conditions of this Agreement; and

d. While on-site at Client, will perform all tasks in a manner consistent with Client's business policies, procedures and security requirements, including dress code, schedules and loan servicing policies and procedures, as disclosed in writing by Client.

2.10 LOGS Performance Evaluation. LOGS will evaluate Outsource Work Force Member's performance and maintain responsibility for performance evaluation, prompt termination of its Outsource Work Force Members. Client will provide LOGS with input concerning the performance of on-site Outsource Work Force Members. If any Work Force Member on-site at Client Premises engages in inappropriate or unacceptable activities, behavior or conduct, LOGS will take any necessary action, based upon its current disciplinary policies and practices, to cause that Outsource Work Force Member to correct the behavior or to remove that Outsource Work Force Member from providing the Services under this Agreement. Client has the right to request removal of any on-site Outsource Work Force Member, which request shall be promptly honored by LOGS. LOGS shall notify Client as far in advance as reasonably possible or otherwise within one (1) Business Day of any changes in on-site personnel providing the Services, regardless of the reason for the change.

2.11 Disaster Recovery. It is understood that system updating is part of Client's servicing system. Disaster Recovery language contained within this Section refers to redundancy, back-up, or replication of Client's servicing system. LOGS shall refer to disaster recovery and backup capabilities and facilities, including maintaining a written disaster recovery plan, through which it will be able to perform its obligations under this Agreement with minimal disruptions or delays, not to exceed forty eight (48) hours from the occurrence of a Disaster (as defined below). LOGS agrees to test its disaster recovery plan annually. LOGS will notify Client immediately of the occurrence of any event that affects or could materially affect LOGS' performance of the Services (a "Disaster"). LOGS shall notify Client frequently with respect to the effectiveness of its disaster recovery plan and shall notify Client of the results of tests performed by LOGS of its disaster recovery plan. LOGS will provide a copy of its disaster recovery plan to Client upon request within five (5) days.

substance mutually acceptable to both Parties, and within timelines established by the applicable Agency, which reports shall include, without limitation, the reports and requirements set forth in Exhibit C. Client will provide LOGS with access to the data necessary to its Fidelity MSP System to permit LOGS to generate such reports.

2.13 Return of Mortgage Loan Documents. LOGS shall return to Client Mortgage Loan documents within five (5) Business Days of the last to occur of (a) reinstatement or completed forbearance agreement, or (b) a court's or public administrator's return of the original documents to the Firm to which Client or LOGS delivered the documents. LOGS will use commercially reasonable efforts to obtain these documents from Firms, courts, and other third parties. Documents will be deemed returned to Client when the documents are placed for delivery to Client by way of a nationally-recognized overnight service.

2.14 Taxes. LOGS shall be responsible for the payment of applicable taxes, imposts levied or based upon the income of LOGS or the fees payable to LOGS including but not limited to, FICA and federal, state and local income taxes, unemployment insurance taxes, and any other employment taxes or levies.

2.15 Savings Clause. LOGS' failure to perform its responsibilities under this Agreement or to meet the Performance Deadlines will be excused if and to the extent that the non-performance is directly caused by Client's wrongful action or material breach of its material obligations under this Agreement, but only if (i) LOGS notifies Client of the wrongful action within thirty (30) days of becoming aware of the breach and its failure to perform under such circumstances, (ii) LOGS provides Client reasonable opportunity to take corrective action such wrongful action or material breach and thereby avoid such LOGS non-performance, (iii) LOGS uses commercially reasonable efforts to perform notwithstanding Client's wrongful action or material breach.

2.16 Equipment. LOGS shall provide, at its cost and expense, the equipment and maintenance of such equipment necessary to facilitate the electronic referral process at the site by the Outsource Work Force. Such equipment may include scanners required to create electronic images of referral documents. LOGS and Client agree to share the process associated with Client's case management system related to the electronic referral for

2.17 Records. LOGS shall keep, physically secure, protect and maintain all records, including but not limited to closing records, default related correspondence and legal filings to be known as the "Default File". LOGS shall make the Default File available to Client and shall timely deliver Default Files upon request.

2.18 Monthly Meetings. LOGS shall coordinate with Client to schedule

3. Client's Obligations.

3.1 Relating to Services. Client shall have such obligations as may be set forth in the SOP attached hereto as Exhibit A. Should either party discover an obligation or task necessary in connection with the Services that is not addressed on Exhibit A, shall promptly notify the other party and the parties shall negotiate in good faith the allocation of that obligation or task between LOGS and Client and document such allocation on the effective date in the Exhibit A.

3.2 Facilities: Client shall provide the Outsource Work Force Members at Client's Premises who are providing Services with adequate work space, support equipment, system and internet access and user ID's to the Fidelity MSP system, copiers, machines, telephones, telephone lines, telephone call charges, computer software, charges, restroom facilities, postage, delivery supplies, and all other office facilities necessary to perform the work contemplated by this Agreement. Client shall also provide computer terminals for LOGS staff located at Client's location. Client will also provide access to the Fidelity MSP system for the offsite employees who will be performing their duties under this Agreement.

3.3 Records. Client shall keep, secure, protect, and retain all records necessary to permit LOGS to perform the Services in accordance with this Agreement, whether electronic or physical, in good order and shall make them reasonably available to LOGS for the conduct of the Services. Client shall honor any reasonable request for such records and shall timely deliver those records (or copies thereof) or permit Outsource Work Force Members to secure the records directly.

3.4 Firms and Vendors.

3.4.1 Client shall directly compensate all Firms and Vendors pursuant to this Agreement. LOGS shall directly manage all Firms and Vendors under this Agreement, except in the management of legal functions or the provision of legal services associated with a particular legal matter. Client has the right to select legal counsel of its choosing. However, if Client directs LOGS to use a Non-Approved Firm, then LOGS shall not be obligated to indemnify Client for breaches, non-performance, negligence, etc. of such Non-Approved Firm, unless the Loss (as hereinafter defined) arising from such breaches, non-performance, negligence, etc. could have been prevented through LOGS' diligence in performing Services.

3.4.2 During the term of this Agreement, Client shall advise LOGS periodically of those Vendors that Client has engaged to perform work for Client pursuant to this Agreement. LOGS shall determine in good faith to either approve the Vendor ("Approved Vendor") or decline to approve the Vendor ("Non-Approved Vendor"). Regardless of whether the Vendor is an Approved Vendor or a Non-Approved Vendor, LOGS shall represent and warrant to Client that such Vendors are performing work under this Agreement as directed by Client and on behalf of Client, and manage such Vendors on behalf of Client. LOGS expressly acknowledges that Client may designate, on a Mortgage Loan basis, Vendors to perform work under this Agreement. Vendors may include LOGS itself or affiliates of LOGS. For the avoidance of doubt, LOGS shall always be deemed an Approved Vendor. The initial list of Approved and Non-Approved Vendors is attached hereto as Exhibit E. As provided in Section 6 of this Agreement, LOGS is not obligated to indemnify Client for the acts or omissions of Non-Approved Vendor.

3.4.3 Notwithstanding anything to the contrary set forth herein, a Vendor engaged by LOGS in connection with a Mortgage Loan shall be deemed to be acting on behalf of Client. Consequently, Client shall be deemed to have contracted with such Firm or Vendor. With respect to each Firm engaged by LOGS, LOGS shall warrant to Client that such Firm to execute a contract in the form and substance of Exhibit I attached hereto. The provisions in this Section 3.4.3 shall be deemed to limit Client's recourse and rights under this Agreement against LOGS in connection with any breach, non-performance or wrongful act committed by LOGS or its subcontractors.

3.4.4 Each Approved Firm used by LOGS in connection with a Mortgage Loan to which a Freddie Mac investor loan is referred shall have Freddie Mac counsel/trustee status in their respective states in which Freddie Mac requires such status.

4. Payment for Services.

4.1 Payment for Services. Client shall compensate LOGS for the Service to Client as described in this Section 4. LOGS acknowledges that the amount of fee or cost relating to the Services is subject to applicable law and applicable Agency requirements. If any fee or cost due LOGS under this Agreement exceeds the permitted amounts, Client has the right to modify the fee or cost by notice to LOGS, and LOGS agrees it shall refuse to accept any fees or costs received that exceed the permitted amounts, unless Client provides advance approval of the fees and costs.

4.2 Fees. For the Services LOGS provides under this Agreement, Client shall pay LOGS the following:

4.2.1 A one time, management fee of [REDACTED] for each Mortgage Loan referred to LOGS that requires foreclosure related Services, and a one time, management fee of [REDACTED] for each Mortgage Loan referred to LOGS that requires bankruptcy related Services. The management fees shall be payable for each foreclosure and bankruptcy filing per loan to cover all services performed by LOGS in connection with such proceeding (except as payable pursuant to Section 4.2.2 hereof). As provided in Section 2.1.2 hereof, no fee shall be payable by Client on Mortgage Loans in the Existing Default Portfolio upon such Mortgage Loans pursuant to Section 2.1.2 unless the status of the Mortgage Loan in the Existing Default Portfolio changes so that new action is required. Such change of status shall constitute a new loan event, allowing LOGS to collect a management fee as listed above.

4.2.2 A one time, flat fee of [REDACTED] for each Mortgage Loan acquired by Client that, at time of acquisition, requires foreclosure related Services or bankruptcy related Services.

4.3 Invoices. On or before the 10th calendar day of each month during the term of this Agreement, LOGS will deliver to Client an invoice and reconciliation of any fees due under Section 4.2. Said invoice shall also include any sums due from LOGS to Client under Section 6.

4.4 Payment. Fees for all Services LOGS renders to Client which are not the subject of a good faith dispute shall be due and payable within thirty (30) calendar days of Client's receipt of LOGS' invoice. Should Client dispute any portion of an invoice, Client shall agree to pay the undisputed portion of the invoice. The Parties agree to negotiate and resolve all disputes in good faith. Unless specifically set forth in this Agreement or the SOP, LOGS shall not bill Client for costs of providing software, equipment located at LOGS' own facilities, or personnel required to provide the Services, including any incidental and overhead costs. Client shall pay all costs for accessing the Fidelity MSP system including, but not limited to, click charges, staff support, consultant fees, and necessary report generation. Excluding all costs associated with accessing the Fidelity MSP system, LOGS will assume responsibility for costs associated with the development and implementation of any new systems or upgrades required by LOGS, or the cost of upgrades requested or required by LOGS to exist

4.5 Payment upon Termination. In the event of termination of this LOGS shall be compensated for all Services rendered prior to termination, off amounts due to Client by LOGS pursuant to this Agreement.

5. Confidentiality and Privacy.

5.1 Confidential Information. "Confidential Information" means any and confidential information of a Party or any of its Affiliates or customers, provided or disclosed by or on behalf of one Party (the "Disclosing Party") to the other "Receiving Party"), or otherwise obtained by the Receiving Party, in written, electronic other form, whether tangible or intangible, including, without limitation: (a) information, marketing plans, and personnel records; (b) technical and non-technical including without limitation, fee schedules, forms, information, business and methods, trade secrets, compilation and analysis of financial information and data and submit bids and proposals to third parties; (c) other proprietary or confidential in (d) proprietary computer software, management information and information system any personally identifiable Customer Information. Confidential Information shall all the terms and provisions of this Agreement and any transaction or document executed Parties pursuant to this Agreement. "Confidential Information" also includes proprietary confidential information of any third party who may disclose such information to either the course of such other Party's business. "Confidential Information" shall not include information that is: (a) publicly available or later becomes publicly available other than a breach of this Agreement, (b) rightfully in the possession of the Receiving Party employees, agents or representatives without obligation of confidence prior to disclosure other Party, (c) subsequently lawfully obtained by the Receiving Party or its employees or representatives from a third party that is not under any obligations of confidence independently developed by the Receiving Party or its employees, agents or representatives without use of or reference to the Confidential Information of the Disclosing Party legally required to be disclosed by the Receiving Party, provided however that these provisions shall not apply to Customer Information, which in all instances shall be treated as Confidential Information. As to such disclosures required by applicable laws, the Receiving Party provide the Disclosing Party with reasonable notice prior to such disclosure to the extent permissible under the order requiring disclosure.

5.2 Confidentiality. Neither Client nor LOGS shall make use of, disseminate any way disclose any Confidential Information of the other Party or its Affiliates, necessary to perform its obligations under this Agreement or as may be required by law or with the express written authorization of the Disclosing Party or its Affiliates, will keep Confidential Information confidential and will ensure that its Affiliates, employees, agents, and representatives who have access to such Confidential Information comply with the same obligations.

some or all of the Services, LOGS must enter into a confidentiality agreement with acceptable to Client, under which the entity and its employees, agents, and representatives are restricted from disclosing, using or duplicating such Confidential Information, consistent with this Section 5.2. The Parties will maintain appropriate physical, technical, and procedural safeguards, which are no less than reasonable for the services industry, to receive, store, dispose of (if applicable), and secure all Confidential Information to protect it from unauthorized access, use, disclosure, alteration, destruction, and to protect against any anticipated threats or hazards to the security of such records or information which could result in substantial harm or inconvenience to the borrower. The safeguards used by any Party to protect Confidential Information in the Services Industry will be no less than those used by such Party to protect its own Confidential Information. In all events, these safeguards and standards shall, at a minimum, be commercially reasonable and in keeping with generally accepted standards in the mortgage industry and as defined by the Gramm-Leach Bliley Safeguards Rule (Section 501 b). LOGS shall notify Client if during the term of this Agreement LOGS intends or a subcontractor utilized by LOGS to perform the Services intends to materially modify its physical, electronic, technical, or procedural safeguards or standards.

5.3 Client Information Handling Requirements. This section sets forth the information security procedures to be established by LOGS and maintained throughout the Term. These procedures are in addition to the requirements of the Agreement and constitute a minimum standard only. However, it is LOGS' sole obligation to (i) implement and maintain measures to secure its systems and data, including Client Confidential Information, from internal and external threats and risks; and (ii) continuously review and revise those measures to address ongoing threats and risks. Failure to address compliance gaps in a timely and agreeable manner and within a mutually agreeable timeframe, as related to the standards as set forth in this section will constitute a material, non-curable breach of the Agreement by LOGS, entitling Client, in addition to and cumulative of all other remedies available to it at law, in equity, or under the Agreement, to immediately terminate the Agreement. In the event there is a failure to comply with the minimum standards set forth in this section, Client may direct LOGS to develop a written plan of corrective action for the consideration of Client. Unless specifically defined in this section, capitalized terms shall have the meanings set forth in the Agreement.

5.3.1 Removable Media. Except in the context of LOGS' responsibilities or as otherwise specifically authorized by Client in writing, LOGS shall implement appropriate physical and logical security controls to prevent transfer of Client Customer Information on any form of Removable Media. For purposes of this section, "Removable Media" includes but is not limited to portable or removable hard disks, floppy disks, USB memory drives, zip disks, compact discs (CDs), DVDs, digital film, memory cards (e.g., Secure Digital (SD), Memory Stick (MS), CompactFlash (CF), SmartMedia (SM), MultiMediaCard (MMC), and xD-Picture (XD-Picture)).

exception situations involving Customer Information, that are specifically approved in writing, such data will be encrypted using encryption algorithms such as Triple DES, Rijndael, Advanced Encryption Standard (AES) or such other commercially recognized encryption technology as Client shall approve in writing from time to time, and provide decryption keys or codes to only the authorized representatives of the third party via secure out-of band communications only.

5.3.2 Data Control; Media Disposal and Servicing. Client Confidential Information (i) may only be made available and accessible to those parties explicitly approved under the Agreement or otherwise expressly authorized by Client in writing; (ii) if transmitted across the Internet, any wireless network (e.g., cellular, 802.11x, or similar technology) or other public or shared networks, must be encrypted using encryption algorithms such as Triple DES-4 or the Rijndael, Advanced Encryption Standard (AES), or such other commercially recognized encryption technology as Client shall designate in writing from time to time; (iii) if transferred using Removable Media (as defined above) must be sent via a bonded courier and encrypted using encryption algorithms such as Triple DES-4 or the Rijndael, Advanced Encryption Standard (AES), or such other commercially recognized encryption technology as Client shall designate in writing from time to time. The foregoing requirements shall apply to all back-up data stored by LOGS at off-site facilities. In the event any hardware, storage device, or Removable Media must be disposed of or sent off-site for servicing, LOGS shall ensure that all Client Confidential Information, including Customer Information, has been "scrubbed" from such hardware and/or media using methods that are considered sound in the financial services industry and in compliance with Applicable Law and Applicable Guidelines. To the extent LOGS encrypts information as described above, LOGS will provide decryption keys only to the authorized representatives of the third parties via secure out-of band communications only.

5.3.3 Hardware Return. Upon termination or expiration of the Agreement or at any time upon Client's request, LOGS will return all hardware provided by Client containing Client Confidential Information to Client. All Client Confidential Information shall not be removed or altered in any way. The hardware shall be physically sealed and returned via a bonded courier or as otherwise directed by Client. If at the time of return the hardware is owned by LOGS or a third-party, a notarized statement, detailing the destruction method used and the data sets involved, the date of destruction, and the name of the individual who performed the destruction will be sent to a designated Client representative within fifteen (15) days of termination or expiration of the Agreement or time upon Client's request. LOGS' destruction or erasure of Client Information pursuant to this Section shall be in accordance with practices that are considered reasonable in the financial services industry and in compliance with Applicable Law and Applicable Guidelines.

5.3.4 Physical and Environmental Security. LOGS facilities that process Client Confidential Information will be housed and/or processed in secure

protected by perimeter security such as access controls (e.g., the use of guards badges) that provide a physically secure environment from unauthorized access, data interference.

5.3.5 Communications and Operational Management. LOGS shall monitor and manage all of its information processing facilities, including, without implementing operational procedures, change management and incident response ; and (ii) deploy adequate anti-viral software and adequate back-up facilities to ensure business information can be promptly recovered in the event of a disaster or media . (iii) ensure its operating procedures will be adequately documented and designed information, computer media, and data from theft and unauthorized access..

5.3.6 Access Control. LOGS shall implement formal physical control access to its systems, services, and data, including, but not limited to, user management procedures and the following controls:

- ? Network access to both internal and external networked services shall be controlled, including, but not limited to, the use of properly configured firewalls;
- ? Operating systems will be used to enforce access controls to computers and networks including, but not limited to, authentication, authorization, and event logging;
- ? Applications will include access control to limit user access to information and application system functions; and
- ? All systems will be monitored to detect deviation from access control policies and identify suspicious activity. LOGS shall record, review and analyze security events in accordance with incident response policies set forth below.

5.3.7 Right to Audit and Incident Notification. LOGS will promptly notify (but in no event more than twenty-four (24) hours after confirmation of the occurrence) the designated Client security contact by telephone and subsequently via written letter of suspected and potential or actual security attacks or incidents, whether directed from internally or externally. The notice shall include the approximate date and time of the occurrence, a summary of the relevant facts, including a description of measures being taken to address the occurrence. A security incident includes instances in which internal personnel access information in excess of their authorized user rights or use the systems inappropriately for the purpose of committing theft or fraud or otherwise compromising Client's Confidential Information including Customer Information. LOGS will notify Client of each and every security incident involving Client's Confidential Information, including Customer Information.

Client reserves the right to view, upon request, any original security reports that has undertaken on its behalf to assess LOGS' own network security, assuming such does not compromise information of other LOGS Clients not related to Client.

5.4 Privacy Laws. Without limiting any of the foregoing, LOGS agrees with all applicable laws and regulations in providing the Services and performing its under this Agreement, including, without limitation, the Gramm-Leach-Bliley Act (6801 et seq.) and all applicable regulations promulgated pursuant to that Act, and local information privacy and security laws (collectively, the "Privacy Laws" compliance with the Privacy Laws shall include, but not be limited to, main employing at all times an information security program, and ensuring through regul that all Affiliates, agents and contractors that receive any Confidential Information maintain and employ effective information security programs designed to p information from unauthorized disclosure or use. The information security poli communicated to all Supplier personnel and contractors in a relevant, acce understandable form and will be regularly reviewed and evaluated to ensure its effectiveness, compliance with all applicable laws and regulations, and to address and risks. For the avoidance of doubt, LOGS' obligation to hold Confidential including Customer Information in the strictest of confidence includes without lir following measures: (i) employing measures to mask Customer Information wh copying or transferring such information outside of authorized production environ available to LOGS, including into any development, testing or training plat encrypting Customer Information during any data transmission(s); (iii) notifying Cli any activity that results in unmasked Customer Information being sent into any de testing or training platforms or in the clear over the Internet; and (iv) certify in writi that Customer Information has been returned to Client, or destroyed (if requested after its use and upon expiration of this Agreement.

5.5 Breach. Each Party agrees that a breach of these confidentiality obligations may cause the other Party to suffer irreparable harm in an amount ascertained. Each Party agrees that any breach, whether threatened or actual, will gi Party the right to terminate this Agreement immediately and without penalty, obtai relief, including an injunction to restrain such disclosure or use, and pursue all oth that Party may have at law or in equity. In addition, LOGS agrees that its failure Client, from time to time, and within no more than ten (10) days of Client's writ commercially reasonable assurances that LOGS has taken adequate steps to protect of all Confidential Information in its possession shall give Client the right to ter Agreement immediately and without penalty, provided, however, that if Client not in writing that its initial response is inadequate and the reason for the inadequacy,) have an additional ten (10) days from delivery of Client's notice to correct or inadequacy.

5.6 Confidentiality of Agreement. The Parties shall keep the terms and of this Agreement strictly confidential. Each Party agrees to take the precautions to prevent this Agreement or any portion of this Agreement from being disclosed available to any other person or entity, in any form or medium, without the written consent of the other Party. Notwithstanding this provision, Client may share this Agreement with its parent, subsidiaries, any Affiliate, any external auditors or external legal advisors required pursuant to federal or state securities or other laws. LOGS may share sections of this Agreement with any subcontractors to the extent necessary for the performance of any obligations in this Agreement.

5.7 Return of Confidential Information; Survival. The provisions of this Agreement shall survive any termination or expiration of this Agreement for any reason whatsoever. Upon termination or expiration of this Agreement, or within fifteen (15) days following the request of either Party, the other Party will return to the requesting Party or, unless by law, destroy (and certify the destruction of), all of its Confidential Information that in the event access to such Disclosing Party's Confidential Information is required for the Receiving Party to perform its obligations under this Agreement, then such Party shall be excused for so long as the Disclosing Party prevents the Receiving Party from access to the Confidential Information. If requested by the Disclosing Party, the Receiving Party shall certify its compliance with this provision and that it no longer has any Confidential Information of the Disclosing Party's Confidential Information in its possession.

5.8 Notification. If a Party becomes aware of a breach of these confidentiality or privacy provisions, or materially fails to observe and perform its related obligations, it shall immediately notify the other Party of the breach or material non-compliance.

5.9 Security. To the extent that LOGS or its subcontractors performing the work performs any work or testing, support via any toolsets including electronic mail, web site, Internet, and/or any other electronic means, and/or has access to Client's or its Affiliates' electronic mail, web site, and/or other Internet systems, LOGS shall implement security measures consistent with standards used in the financial services industry, but in no event less than commercially reasonable, to protect Client's and its Affiliates' computer systems, network devices and/or the data processed thereon against the risk of penetration by, or exposure to, a third party via any system or feature utilized by LOGS in performing such work and/or accessing such systems. Such protections shall include, but not be limited to, (a) protection against client or server side intrusions, (b) encrypting transmitted Confidential Information including elements of Customer Information that are transmitted outside of the production systems made available to LOGS by Client, or upon LOGS systems, (c) securing the production systems and network devices, and (d) protecting against intrusions of operating system software.

5.10 Measures. Measures to be employed by LOGS include, but are not limited to: (a) requiring unique identification and authorization of all users in a manner consistent with Client's user account and password policies set forth in Exhibit G; (b) limiting administrative level control to only authorized persons; (c) implementing access controls on all data and other file-system objects limiting access to only authorized users; (d) allowing only the protocols required for the function and management of the solution to be transmitted and utilized; (e) ensuring the integrity of all Client's data received, stored or processed and preventing the compromising of Client's data received, processed or transferred.

5.11 Security Plan. No more frequently than annually, LOGS shall provide upon written request an updated executive summary of its security plan and/or other documents that describes the security on the technology used, and use of information in test and development and which documents the security controls in place; and any third-party audits of such (e.g., network security, firewall, web security, email protection, intrusion detection, incident response process, virus protection, and physical security as applicable to Services provided to Client).

5.12 Monitoring. LOGS shall monitor all service, equipment, training, development, environment, and communication links for security breaches, and shall promptly notify Client of any verifiable breaches. Logs, system records, and test plans and results will be maintained by LOGS for an agreed-upon time for review by Client.

6. Indemnity.

6.1 General.

6.1.1 In addition to any other rights and remedies that Client may have, defend, indemnify and hold Client, its stockholders, Affiliates and respective officers, employees, agents, successors and permitted assigns harmless from and against reimburse it or them for, any actual liabilities, actual obligations, actual losses, actual claims, actual penalties, actions, suits, causes of action or actual expenses of (including reasonable attorney's fees and costs) (each occurrence, a "Loss" and "Losses") asserted against them arising from, in connection with or resulting from breach of, or any false, inaccurate, untrue or incomplete representation or warranty LOGS and contained in this Agreement; (ii) the non-fulfillment or non-performance of any covenant, condition or action required of LOGS pursuant to this Agreement or an unauthorized act by LOGS, including but not limited to any misuse of the signification granted to LOGS' employees pursuant to Exhibit H hereto, (iv) willful misfeasance, fraud, or negligence in the performance of its obligations or by reason of its neglect of its obligations or duties hereunder or (v) a breach, malpractice, negligence, fraud or wrongful acts committed by an Approved Firm or an Approved Vendor in connection with a Mortgage Loan.

6.1.2 In addition to any other rights and remedies that LOGS may have, defend, indemnify and hold LOGS, its stockholders, affiliates and respective officers, employees, agents, successors and permitted assigns harmless from and against reimburse it or them for, any Loss asserted against them which arise out of or are based on this Agreement and are incurred by reason of: (i) any breach of, or any false, inaccurate or incomplete representation or warranty made by Client and contained in this Agreement; (ii) non-fulfillment or non-performance of any covenant, condition or action required pursuant to this Agreement; (iii) any unauthorized act by Client; (iv) the non-fulfillment or non-performance of a Non-Approved Firm, unless such Loss could have been prevented by LOGS' diligence in performing the Services; or (v) willful misfeasance, bad faith or negligence in the performance of its obligations or by reason of its negligent discharge of its obligations or duties hereunder.

6.2 Compliance with Agency, Insurer and Client Guidelines. In addition to the indemnification obligations set forth in Section 6.1, LOGS shall indemnify and hold Client harmless from and against any actual Loss Client incurs as a result of LOGS' failure to meet the Performance Deadlines on Mortgage Loans subject to this Agreement. Any actual Loss from LOGS as of the termination or expiration of this Agreement shall be immediately reimbursed by LOGS to Client. This indemnity obligation shall be subject to the provisions of Section 6.1 and include, without limitation, actual Losses relating to any interest curtailment, change in interest rate, or any other loss or damage.

actual Losses resulting from fees or costs that exceed those permitted by an Agency disposition Losses resulting from repurchases of Mortgage Loans by Client and ac resulting from audit extrapolations by an Agency, LOGS and then only to the percentage of penalties assessed results from the LOGS error. For example, if assesses a penalty equal to three months interest, or bills Client for three months in result of a delay in the foreclosure process, LOGS would indemnify Client against di on the Mortgage Loan for the entire three month period if the delay arose or re: LOGS' failure to perform the Services and functions specified in Exhibit A in therewith. Notwithstanding the provisions of Section 2.15, LOGS shall be o indemnify Client for any increase in Loss attributable to the action or inaction of excused pursuant to the provisions of Section 2.15. If LOGS determines in its judgment that a Loss results from an action or inaction of an Agency that is in arbitrary, excessive, or unwarranted, LOGS may contact the Agency in an effort to n such Loss. Client will provide LOGS reasonable assistance in its attempt to mi losses. LOGS also agrees to make payments within 30 days of receiving an invoice or take such other actions as may be required as a result of any failure to meet the P Standards, as set forth on and in accordance with Exhibit B.

6.3 LOGS Liability for Outsource Work Force Members. LOGS shall ind hold Client harmless from and against any Loss, and for the loss, destruction of, or materials and/or facilities of Client, and for bodily injury (including, death) s incurred by the employees of Client, if caused by the negligent or intentional acts o of LOGS, including any Outsource Work Force Member. LOGS shall also indemni Client harmless from and against any Loss arising from the injury or death of employee, including Outsource Work Force Members, to the extent such Loss is not workman's compensation insurance.

6.4 Liability Exemptions. LOGS will not be responsible for Loss attributable to the following, provided LOGS diligently pursues remedying the follow

6.4.1 The physical condition of or defects in legal title to a Mortgage where such defect or physical condition was not proximately caused by the n intentional acts or omissions of LOGS.

6.4.2 Errors or delays by courts, judicial officers or sheriffs in conn foreclosures, or by recorders relating to title to the Mortgaged Property.

6.4.3 Claims in Contested Cases, where the claim is not alleged to be as the negligent or intentional act or omission of LOGS.

6.4.4 Client's failure, or its document custodian's failure, to provide

6.4.5 Inaccurate information provided by Client or the data contained on the system.

6.4.6 Client's failure to fulfill its obligations as set forth in Exhibit A.

6.4.7 Acts or omissions of Non-Approved Firms or Non-Approved Vendors such that such Loss could have been prevented through LOGS' diligence in performing the Services.

6.4.8 Losses in connection with the Existing Default Portfolio, if such losses result from facts existing or actions or omissions occurring prior to the date of transfer of the Existing Default Portfolio to LOGS.

6.5 Statutes of Limitation. Subject to the approval of a Party's insurance carrier, if any litigation is brought against such Party by a third party in which either Party has a claim against the other, the Parties agree that a statute of limitation tolling agreement shall be executed as to such claims until the third party litigation is resolved.

6.6 Survival of Indemnification. Termination of this Agreement shall not affect the Party's indemnification, which indemnification obligation shall survive termination of this Agreement.

6.7 Indemnification Procedures; Third Party Actions. After becoming aware of a Loss, a Party asserting its rights to indemnification under this Section 6 ("Indemnifying Party") shall promptly notify the other Party (the "Indemnitee") in writing of the Loss. Such notice will be given promptly as practicable, but the failure to give such notice will not defeat or terminate the Indemnitee's right to be indemnified, except to the extent that such failure to give notice has prejudiced the rights of the Indemnifying Party. If a third party commences an action or asserts a claim against an Indemnitee, the Indemnifying Party will assume the costs of defending the Indemnitee. The Indemnitee shall have the right to participate in the selection of and approve the counsel that is to defend the Indemnitee. The Indemnitee shall cooperate in all reasonable respects with the Indemnifying Party and its counsel in investigating, defending, handling, resolution or settlement of an action or claim or any appeal therefrom. The Indemnitee may participate in such investigation, trial, defense, settlement claim and any appeal arising therefrom, through its separate counsel or through its own cost or expense, without limitation to its rights to seek indemnification from the Indemnifying Party under this Agreement. No settlement of a claim that involves the payment of money by the Indemnifying Party will be entered into without the consent of the Indemnitee, which consent the Indemnitee will not unreasonably withhold. Notwithstanding the above, the Parties recognize the fact that, from time to time, they may be named in lawsuits relating to a claim or action brought against them for activities involving the performance of services pursuant to this Agreement. Accordingly, the Parties agree to the extent

with the above, to directly pursue a joint defense by agreement, whenever reasons appropriate, and mutually acceptable, to attempt to resolve and/or defend such action(s) together; and, to assist each other and any outside counsel retained in resolving and defending any claim(s) or action(s). Except where clearly prevented by the area both Parties agree to continue performing their respective obligations under this while the dispute is being resolved unless and until such obligations are terminated in accordance with the provisions hereof.

7. LOGS' Insurance Obligations.

7.1 Maintenance of Insurance: LOGS shall procure and maintain for the this Agreement insurance as set forth in this Section 7

7.2 Minimum Insurance. LOGS shall maintain insurance coverage in than:

- a. General Liability: \$2,000,000 per occurrence for bodily injury and property damage. If Commercial General Liability Insurance or other general aggregate limit is used, either the general aggregate limit shall apply separate project or the general aggregate limit shall be twice the required occurrence limit.
- b. Automobile Liability: \$2,000,000 per accident for bodily property damage.
- c. Workers Compensation: Not less than the applicable minimum.
- d. Employer's Liability: \$2,000,000 per accident for bodily disease.
- e. Errors and Omissions/Professional Liability: \$2,000,000 per claim
- f. Fidelity Bond or blanket crime insurance: \$1,000,000 per claim

7.3 Required Insurance Provisions. The general liability and automobile insurance policies are to contain, or be endorsed to contain, the following provisions:

- a. Client, its subsidiaries, directors, shareholders, officers, and are to be designated under the policies as additional insureds, or loss payees where respects liability arising out of the activities performed by or on behalf of LOGS; pre-completed operations of the LOGS; premises owned, occupied or used by the automobiles owned, leased, hired or borrowed by the LOGS. The coverage shall

special limitations on the scope of protection afforded to Client, its subsidiaries, and employees.

b. For any claims related to LOGS' performance or failure to provide Services under this Agreement, or related to LOGS' failure to otherwise comply with the terms and provisions of this Agreement, LOGS' insurance coverage shall be primary in the event of a claim with respect to Client, its subsidiaries, officials and employees. Any insurance or coverage maintained by Client shall be in excess of LOGS' insurance and shall not contribute to the payment of any claim.

c. Any failure to comply with reporting or other provisions of the Agreement, including breaches of warranties shall not affect coverage provided to Client, its subsidiaries, officials and employees.

d. LOGS' insurance shall apply separately to each insured agreement claim if a claim is made or suit is brought, except with respect to the limits of the insurer's liability.

e. Each insurance policy required by this clause shall be endorsed so that coverage shall not be suspended, voided, canceled by either Party, reduced in amount or in limits except after thirty (30) days' prior written notice by certified mail, if requested, and has been given to Client.

f. Workers' Compensation and Employer's Liability policies shall include the inclusion of Client, its Subsidiaries, officials and employees as additional insureds and shall provide a waiver of subrogation where allowed by statutory law.

7.4 Deductibles. Any deductibles or self-insured retentions must be disclosed in writing to Client. All deductibles or self-insured retentions must be disclosed in writing to Client. All insurance required under this Section shall be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise approved in writing by Client.

7.5 Proof of Coverage. LOGS shall furnish Client with original endorsement certificates of insurance evidencing coverage required by this Section. All documents shall be signed by a person authorized by that insurer to bind coverage on its behalf. All documents shall be received and approved by Client before work commences. As an alternative, LOGS shall provide complete, certified copies of all required insurance policies, including endorsements, affecting the coverage required by these specifications.

8. **Mutual Representations, Warranties and Covenants.** Each Party shall warrant and covenant to the other as follows:

8.1 It is duly organized, validly existing and in good standing under the laws of its state of incorporation.

in good standing to do business in each jurisdiction in which the conduct of its business requires ownership of its assets and the performance of the Services so requires.

8.2 It has the full power and authority to enter into and consummate all transactions contemplated by this Agreement and has duly authorized the execution, delivery and performance of this Agreement, and this Agreement constitutes a legal, valid and enforceable obligation enforceable against it in accordance with its terms, subject to insolvency, and other laws affecting creditors' rights generally.

8.3 Its execution, delivery and performance of this Agreement, its compliance with the terms and conditions of this Agreement, and the consummation of the transactions contemplated by this Agreement shall not violate, conflict with, or result in a breach of the provisions of its organizational documents, any instrument relating to the conduct of its business, or any other agreement to which it may be a party.

8.4 There is no litigation, suit, claim, demand, proceeding or governmental investigation existing or pending, or to its knowledge, threatened, or any order, injunction or decree outstanding, against or relating to it or its assets that could have a material adverse effect upon its ability to conduct its respective activities contemplated by, or to perform its obligations under, this Agreement.

8.5 It has complied with, and has not violated, any law, ordinance, regulation, rule or order applicable to its business or assets, the violation of which could be expected to materially and adversely affect its operations, financial condition or ability to conduct the activities contemplated by and perform its obligations under this Agreement.

8.6 None of the representations, warranties or written statements it has made in this Agreement or in any document furnished or to be furnished by or on its behalf to this Party pursuant to this Agreement contains or will contain any untrue statement of fact or omits or will omit to state a material fact necessary to make the representation or written statement not misleading.

8.7 This Agreement and the transactions contemplated under this Agreement do not conflict with its corporate by-laws, any provision of its certificate of incorporation or operating agreement, or conflict with or give rise to a breach or default under any instrument to which such Party is bound.

8.8 It owns or holds a license to use any copyright, patent, trademark, trade name or other intellectual property or proprietary rights it will utilize in connection with this Agreement, and that such use will not infringe any other person's copyright, patent, trade secret or other intellectual property rights.

Party to use any copyright, patent, trademark, trade secret or other or intellectual proprietary rights, the Party granting such use represents and warrants it has the grant that license.

8.9 It will use commercially reasonable efforts to prevent the introduction disabling code, time bomb, trap door, or similarly destructive program, information, or code into the MIS or any software or systems related thereto.

9. LOGS Representations and Warranties. LOGS represents, warrants and to Client as follows:

9.1 LOGS shall comply with all federal, state or local laws or regulations to the performance of the Services under this Agreement, including but not immigration and labor laws applicable to LOGS' workforce.

9.2 It possesses all federal, state and local licenses, permits, registrations, and other authorizations of governmental authorities required for the conduct of it and the performance of the Services, or it qualifies for, and has taken all steps to secure, exemptions from such license, permit, registration, approval and all requirements; it satisfies all requirements necessary to maintain each such license, registration, approval, other authorization and exemption in good standing, and licenses, permits, registrations, approvals, other authorizations and exemptions in standing; and it has not received any notice that revocation is being considered with any of such licenses, permits, registrations, approvals, other authorizations or exempt

9.3 It has developed policies, systems and procedures that ensure its full compliance with all federal, state and local laws, rules, regulations, orders, standards and all applicable to its activities, and all applicable laws, rules, regulations, orders, standards, conventions relating to data privacy, international communications, communication and the importation and exportation of software and data

9.4 LOGS has the right to provide the Services in accordance with the terms of this Agreement free of all liens, claims, encumbrances and other restrictions;

9.5 The Services shall be performed in a competent, timely, professional and workmanlike manner, and each of LOGS' employees, permitted subcontractors, vendors and other agents assigned to perform the same shall have the requisite expertise and proper training and background so as to be able to perform in such a manner with qualifications required by the Parties;

9.6 In recognition of the need for timely provision of the Services, LOGS and maintain sufficient resources, facilities, capacity and manpower to assure that all will be performed in accordance with the terms of this Agreement;

9.7 No part of the Services (including, without limitation, any work product material delivered to Client) or any software or other technology used by LOGS in the performance of this Agreement does or will infringe or otherwise violate any intellectual property right or proprietary or confidentiality right of any third party;

9.8 LOGS shall not tamper with, compromise, or attempt to circumvent a computer or electronic security or audit measures employed by Client or other PHH Corporation units;

9.9 Client's permitted use of the Services and work product provided there will not be materially interrupted or materially disturbed by any third party asserting a claim under or through LOGS;

9.10 Upon adequate notice, LOGS shall, to the extent reasonably possible, conform with any reasonable, then-current policies of Client and PHH Corporation regarding identifiable information, data privacy and security, computer virus protection, and network data security in effect from time to time while this Agreement is in effect;

9.11 LOGS will not file any document or make any representation to any government agency (including, without limitation, the INS in the United States) with regard to matters of employment or immigration, that refers in any way to any relationship between Client Corporation) and any employee or other agent of LOGS or its related or affiliated entities;

9.12 Other than in the normal provision of the Services, while at any facility or any facility of PHH Corporation (singularly or collectively, "PHH Company"), instructors, officers, employees and other personnel or agents of LOGS will not access, transmit any data, materials or other information stored in, from or related to any computer systems, data, telecommunications systems or networks, personally identifiable information and/or Confidential Information of Client and/or the other PHH Companies without the express written consent of Client in each instance, and that to the extent consent is given, all such access, use and transmissions shall comply with the scope and terms of such consent.

10. Client Representations and Warranties. Client represents, warrants and covenants to LOGS as follows:

10.1 It possesses all federal, state and local licenses, permits, registration and other authorizations of governmental authorities required for the conduct of its business;

permit, registration, approval and authorization requirements; it satisfies all requirements necessary to maintain each such license, permit, registration, approval, other authorization, exemption in good standing, and all such licenses, permits, registrations, approvals, authorizations and exemptions are in good standing; and it has not received any revocation or is being considered with respect to any of such licenses, permits, registrations, approvals, other authorizations or exemptions.

10.2 It has developed policies, systems and procedures that ensure its full compliance with all federal, state and local laws, rules, regulations, orders, standards and other applicable laws, rules, regulations, orders, standards, rules, regulations, orders, standards, conventions relating to data privacy, international communications, communications and the importation and exportation of software and data.

10.3 Client shall ensure that its employees and permitted subcontractors and agents assigned to work with LOGS in the provision of the Services shall have the necessary expertise and proper skill, training and background so as to be able to perform in full compliance with qualifications agreed upon by the Parties;

10.4 In the event LOGS is requested to provide the Services at the facility, Client shall ensure sufficient resources and adequate facilities are available to LOGS in accordance with the terms of this Agreement;

10.5 The use by LOGS of any Client software or other Client technology in the performance of this Agreement does not or will not infringe or otherwise violate any property right or proprietary or confidentiality right of any third party;

10.6 LOGS' provision of the Services will not be materially interrupted or disturbed by any third party asserting a claim under or through Client;

10.7 Client shall provide and update LOGS, as Client deems appropriate, with its current policies and/or the policies of PHH Corporation regarding personally identifiable information, data privacy and security, computer virus protection, and network and information security in effect from time to time while this Agreement is in effect;

11. Term and Termination.

11.1 Term. This Agreement shall become effective upon the Effective Date and shall continue in effect for a period of one (1) year (the "Term"), unless the Term is terminated in writing by either Party in accordance with the provisions of this Agreement. Following the Term, this Agreement shall automatically renew for successive terms

by either Party in accordance with the provisions of this Section 11.

11.2 Termination by Client. Notwithstanding anything to the contrary in this Agreement, Client may terminate this Agreement without cause, or payment of any fee, (i) following expiration of the initial Term, upon ninety (90) days advance written notice, (ii) if a regulatory body with jurisdiction over Client or LOGS issues a rule, regulation, interpretation or similar pronouncement that would render it unlawful to continue under this agreement or (iii) if Client is determined to be "troubled" as defined in the United States Code of Federal Regulations, Title 12, Section 563.55. To the extent possible, Client will give at least ninety (90) days' prior written notice prior to the termination effective date, which will be no earlier than thirty (30) days prior to the termination date required by the regulatory body. In addition, Client may terminate this Agreement upon a breach of this Agreement by LOGS if, after giving LOGS written notice of the breach, LOGS does not remedy the breach within sixty (60) days following the notice, or such shorter time period as otherwise be provided elsewhere in this Agreement.

11.3 Termination by LOGS. Following the initial Term, LOGS may terminate this Agreement (a) without cause, upon ninety (90) days advance written notice, or (b) in the event of a breach of this Agreement by Client if, after giving Client written notice of the breach, Client does not remedy the breach within sixty (60) days following the notice.

11.4 Payment upon Termination. Termination of this Agreement shall not affect LOGS' right to receive or obligation to pay, or Client's obligation to pay or right to receive, any and all compensation earned prior to the termination date and provided for in this Agreement.

11.5 Disengagement. LOGS agrees that upon notice of termination by either Party, LOGS shall participate in a disengagement process to enable Client or Client's designee to perform the Disengaged Services following the Disengagement Period (as defined below) to eliminate or minimize any disruption to the Services (including the Disengaged Services) as a result of the transfer of the Disengaged Services to Client or its designee. The Disengaged Services, disengaged in accordance with this Section 11, whether they include all of the Services or part of the Services, are referred to as the "Disengaged Services". The "Disengagement Period" begins the date upon which a Party issues a termination notice in respect of the Services and continues until the Services are transferred from LOGS to Client or its designee. If Client appoints a third party to assume Client's role in relation to any of the Disengaged Services, LOGS will provide Disengagement assistance to that third party. LOGS shall be free to solicit bids for and/or otherwise discuss transfer of the Services, and related contracts, with third parties during the Term or any Renewal Term and prior to giving notice of termination to LOGS.

11.6 Disengagement Plan. Promptly upon any notice of termination

Client will mutually agree upon a disengagement plan ("Disengagement Plan"). This document will be the Disengagement Plan for the purposes of this clause. LOGS will ensure that the Disengagement Plan:

- ? Is structured to prevent any degradation of quality or level of Services, or in the Services, during Disengagement;
- ? Specifies LOGS personnel and other resources that will perform Disengagement;
- ? Specifies all tasks and resources necessary to effect Disengagement as possible, being certain to address tasks and resources similar to those initiating the Services; and
- ? Sets out a timetable and process for effecting Disengagement in an efficient manner.

11.7 Right to Hire Upon Termination.

Notwithstanding the provisions of Section 13.10 of this Agreement, LOGS, upon expiration or termination of this Agreement for any reason, permit Client, if Client (on its own or on behalf of its designated third party) without interference (including offers), to make employment offers to any Outsource Work Force Member or other employees who LOGS used predominately to provide the Services other than the LOGS Contract Manager ("Personnel"). LOGS will support this transition effort by providing Client or its designee access to those Personnel for interviews and recruitment; by providing reasonable information concerning the roles and responsibilities of those Personnel; and by permitting Client's or its designee's employment of any Personnel. LOGS will cause its subcontractors to waive, any contractual or other legal rights restricting the Personnel to be recruited and employed by Client or its designee.

12. **Contract Management.**

12.1 Client Appointments. From time to time, Client will appoint a contractor to manage the operation of this Agreement, in accordance with its terms, for Client ("Contract Manager"). The initial Client Contract Manager will be Marc Hinkle. Client's approval is required under this Agreement, Client will only give that approval to the Client Contract Manager or a duly authorized delegate of the Client Contract Manager. Client agrees to provide LOGS with a current list of Client's duly authorized delegates upon request. LOGS agrees that it will not rely on the apparent or ostensible authority of any personnel of Client in relation to this Agreement.

12.2 LOGS Appointments. LOGS will appoint, with Client's approval, a contractor to manage the operation of this Agreement, in accordance with its terms, for LOGS. The initial LOGS Contract Manager will be Tracy Johnson. Where Client approval is required under this Agreement, LOGS will only give that approval to the LOGS Contract Manager or a duly authorized delegate of the LOGS Contract Manager.

agrees that it will not rely on the apparent or ostensible authority of any other person or entity, including LOGS, in relation to this Agreement. LOGS will ensure that the LOGS Contract Manager is the single point of contact for Client for the purposes of this Agreement and has the authority to bind Client. Client will be given the responsibility to perform for LOGS each of the tasks referred to in Section 12.3 (Role of Contract Managers).

12.3 Role of Contract Managers.

12.3.1 The Contract Managers will review and discuss:

- (a) reports submitted by LOGS;
- (b) proposed changes to the Services or any part of this Agreement;
- (c) LOGS' monthly service reports and any audit exercises; and
- (d) financial performance overview of performance against budget.

12.3.2 The Contract Managers will:

- (a) prepare a quarterly executive summary report for Client reviewing LOGS' performance of the Services; and
- (b) work in good faith to resolve any issues of concern, and if unable to resolve such issues escalate them to Senior Executives.

12.4 Senior Executives. At Client's discretion, the President of LOGS will designate one or more of its Senior Executives to meet with Client's Senior Vice President at Client's offices to do any of the following:

- (a) formally review the Agreement and discuss high level relationship and performance issues;
- (b) discuss the achievement of Client's objectives and how LOGS is assisting Client to achieve those objectives;
- (c) resolve any disputed claims of indemnification under Section 12.5 and other issues of concern which have been escalated to these senior executives.

Either such senior executive will meet with the other such senior executive at his or her office to discuss critical relationship issues, for example, failure to meet Performance D or Client's failure to pay undisputed amounts when due. If a telephonic meeting is requested, the requesting senior executive must request the meeting with at least one Business Day notice. If the requesting senior executive requests a meeting at Client's offices, the requesting senior executive must give at least ten (10) Business Days notice.

12.5 Continuity of Services. Each Party acknowledges that the timely performance of its respective obligations pursuant to this Agreement is critical to the operations of Client. Accordingly, in the event of a dispute between Client and LOGS, whether or not such dispute arises from Client withholding payments to LOGS, each Party shall continue to perform its obligations under this Agreement in good faith during the term of such dispute unless and until this Agreement is terminated in accordance with its terms.

12.6 Requirement of Writing. To the extent LOGS is required under this Agreement to obtain Client's approval, consent or agreement, such approval, consent or agreement must be in writing and must be signed by or directly transmitted by electronic mail from the Contract Manager or another Client employee authorized by the Client Contract Manager in writing. Notwithstanding the preceding sentence, the Client Contract Manager may, in advance in writing that as to certain specific matters oral approval, consent or agreement shall be sufficient.

13. Miscellaneous Provisions.

13.1 Notices. All notices and other communications contemplated by this Agreement shall be in writing and shall be deemed given and received if (a) delivered personally, or (b) mailed by registered or certified mail as requested, postage prepaid; (c) sent by a nationally recognized overnight courier service delivered via facsimile transmission, provided receipt is confirmed by telephone statement generated by the transmitting machine, in any case to the Parties at the addresses or facsimile numbers (or at such other address or facsimile number for a Party to be specified by like notice):

If to Client:

PHH MORTGAGE CORPORATION
4001 Leadenhall Road; Mail Stop SVMG
Mt. Laurel, NJ 08054
Attn: Sr. Vice President, Loan Servicing
Phone: (856)917 - 8222
Facsimile: (856)917 - 8280

If to LOGS:

THE LOGS GROUP, LLC
4201 Lake Cook Road
Northbrook, IL 60062
Attn: Gerald B. Alt, President and
Phone: (847) 291-9100
Facsimile: (847) 291-1039

with a copy to:

PHH Mortgage Corporation
3000 Leadenhall Road, Mail Stop LGL
Mt. Laurel, NJ 08054
Attention: Office of General Counsel
Phone: (856) 917-0903

Facsimile: (856) 917-0950

13.2 Nonexclusive. LOGS may provide the same or similar service customers of LOGS during the Term, but only if such services are not performed Client's facilities.

13.3 Equal Employment Opportunity. Unless exempt, LOGS will comply Department of Labor regulations regarding (a) equal employment opportunity obligations of government contractors and subcontractors, 41 Code of Federal Regulations ("C.F.R. 60-1.4(a)(1)-(7); (b) employment by government contractors of Vietnam-era and World War II veterans, 41 C.F.R. Section 60-250.4(a)-(m); (c) employment of the handicapped by government contractors and subcontractors, 41 C.F.R. Section 60-741.4(a)-(f); (d) affirmative action programs, 41 C.F.R. Sections 60-1.40, 60-2.1, 60-250.4(a)-(7); (e) certifying no segregated facilities, 41 C.F.R. Section 60-1.8; (f) filing annual reports, 41 C.F.R. Section 60-1.7; and (g) utilizing minority-owned and female-owned concerns, 48 C.F.R. Sections 52-219.9 and 52-219.12, which are incorporated by herein.

13.4 Authorization. Each Party warrants that terms of this Agreement delivery have been duly authorized and approved by all necessary authorities of each

13.5 Assignment. This Agreement may not be assigned without the prior consent of the Parties, except that Client may assign this Agreement or any part hereunder to any affiliate of Client without the consent of the other Parties. Neither Party shall unreasonably withhold their consent.

13.6 Successors and Assigns; No Third Party Beneficiaries. This Agreement shall inure to the benefit of and be binding upon the Parties and their successors and assigns. This Agreement is not intended to confer on any person other than the Parties hereto any rights, obligations, remedies or liabilities.

13.7 Security. In addition to the requirements imposed on LOGS pursuant to Section 2.6, LOGS shall cause its employees and agents to obey all reasonable instructions issued by Client concerning its business operations when LOGS' employees and agents are on Client's premises. When LOGS' personnel are on Client's Premises, LOGS shall comply with Client's security, information security, safety, and fire protection policies and procedures. If any of its employees or contractors is provided keys or other access devices, including but not limited to limitation codes and passwords, to Client's Premises, equipment, or systems, LOGS shall protect such keys or access devices, shall maintain a log book of the names of personnel and the times when they have possession of such keys or access to the systems or equipment.

return and discontinue use of all such keys and access devices upon request or upon
of its obligations hereunder. Client may require LOGS' personnel to carry
identification cards when on Client's Premises. Client shall have the right to
contents of all containers or packages being brought onto or removed from Client's

13.8 No Partnership or Joint Venture. The Parties' relationship under this
is one of independent contractors. Nothing shall be construed to create a
employment relationship, joint venture, or agency relationship, or to require the
engage in any joint business activities in the future.

13.9 Use of Name. LOGS agrees that in any advertising or promotional
media, it will not use Client's name or logo or the name and logo of any affiliate or
otherwise identify Client as a Client of LOGS, without Client's prior written consent.

13.10 Non-Solicitation of Employees. Subject to the provisions of Section 13.10, during the Term and for a period of one year following termination of this Agreement, neither Party shall, without the prior consent of the other Party, intentionally solicit for employment any personnel of the other Party. The phrase "intentionally solicit" shall mean the intentional consideration of responses to advertising or job postings directed at the general public, including unsolicited resumes. The Parties agree to inform their personnel of the terms of this Section 13.10.

13.11 Entire Agreement; Amendments; Waivers. This Agreement, in whole and in part, together with the Exhibits, constitutes the entire agreement between the Parties with respect to the subject matter contemplated and supersedes all prior agreements (or contemporaneous oral agreements) between the Parties with respect thereto. This Agreement may be amended only in writing signed by both Parties against whom such amendment is sought to be enforced. Either Party may, by written notice to the other, extend the time for or waive the performance of any of the obligations of the other Party hereunder. The waiver by any Party hereto of a breach of this Agreement shall not operate or be construed as a waiver of any other or subsequent breach. No delay or act by a Party shall be deemed a waiver of such Party's rights, powers or remedies. The course of dealing between the Parties hereto shall operate as a waiver of any provisions of this Agreement.

13.12 Interpretation of Agreement. All references in this Agreement to Sections and Exhibits are to the designated sections and exhibits to this Agreement, which shall be deemed to be incorporated and made a part of this Agreement. The use of the masculine gender is intended to include the feminine and neuter genders. The headings and captions used in this Agreement are for convenience of reference only and do not control or describe the scope or intent of the provisions of this Agreement. Terms in the singular include the plural and vice versa. The terms "includes" or "including" are intended to be inclusive rather than exclusive.

13.13 Severability; Waiver. If any provision of this Agreement is held by competent jurisdiction to be invalid or unenforceable, (a) that provision shall be amended to achieve as nearly as possible the same economic effect as the original and (b) the legality, validity and enforceability of the remaining provisions of this Agreement shall not be affected or impaired thereby. Failure by either Party to enforce any provision of this Agreement shall not be deemed to be a waiver of future enforcement of that provision of this Agreement.

13.14 Counterparts. This Agreement may be executed in counterparts, each shall be deemed an original, but all of which together shall constitute one and the same instrument. Facsimiles shall be treated as originals.

13.15 Governing Law. This Agreement shall be governed by, interpreted and construed and enforced in accordance with the laws of the State of New Jersey, with respect to its conflicts of laws principles.

13.16 Waiver of Jury Trial; Punitive Damages: EACH PARTY KNOWINGLY AND INTENTIONALLY, WAIVES (TO THE EXTENT PERMITTED BY APPLICABLE LAW) ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY DISPUTE ARISING UNDER OR RELATING TO THIS AGREEMENT AND THAT ANY SUCH DISPUTE SHALL BE TRIED BEFORE A JUDGE SITTING WITHOUT A JURY. EXCEPT FOR A PARTY'S INDEMNIFICATION OBLIGATIONS RELATING TO THIRD PARTY CLAIMS, NEITHER PARTY TO THIS AGREEMENT SHALL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER ARISING OUT OF OR RELATING IN ANY MANNER TO THIS AGREEMENT, EVEN IF THE PARTY IS AWARE OF THE POSSIBILITY OF SUCH DAMAGES.

13.17 Attorneys' Fees and Costs. In the event of any legal proceeding to interpret the provisions of this Agreement, the prevailing Party shall, in addition to relief as may be awarded, be entitled to recover, as an element of its costs (and not a attorneys' fees, expenses and costs actually incurred in connection with such including on appeal. Without limiting the foregoing, each Party agrees to pay its own to its attorneys for drafting and negotiating this Agreement. This shall not entitle either reimbursement for any attorney fees during or following the execution of this except as otherwise provided in this Section 13.17.

IN WITNESS WHEREOF, the parties, intending to be legally bound, have and delivered this Agreement as of the Effective Date.

PHH MORTGAGE CORPORATION

By: *Mark Hundt*
Title: vice President

THE LOGS GROUP, LLC

By: *Gene O'Neil*
Title: PRESIDENT & COO

SHAPIRO & KREISMAN, LLC

By: *David M. Kreisman*
Title: MEMBER

EXHIBIT A

STANDARD OPERATING PROCEDURES

[Insert PHH Exhibit]

STANDARD OPERATING PROCEDURES

Foreclosure Functions	LOGS	PHH	Attorney/Service Benefit
QC Review of Files from Collections		X	S
Set up MSP FC Workstation and various screens in MSP including coding	X		S
Order original documents for orig doc states	X		S
Sent referral to attorney (currently utilize lenstar)	X		S
Send copy of NOI to atty	X		S
When origination file recvd copy of docs and sent to attorney(mtg, note, hud-1, title policy and assignments)	X		S
Manage original document process, make copies and send originals to attorney, document MSP and access database	X		S
Ensure attorney has necessary documents to complete 1st legal including Substitution of Trustees and assignments	X		S
Conventional Loans - Contact investor to determine name to foreclose	X		S
Conventional Loans - Work with investor to obtains signatures on SOT and assignments	X		S
Obtain title report to determine last on title and name to FC in	X		S
VA - Obtain VA cutoff and guaranty amount	X		S
VA - Non-judicial states ensure appraisal is ordered and appraiser has access	X		S
VA - determine if we are going to make VA cut off timeframe in non-judicial states	X		S
FHA - determine 1st legal deadline and ensure we meet the deadline as defined by the state level matrix included in this exhibit	X		S
FHA - once 1st legal completed ensure MASI-COL1 is properly coded with the 68	X		S
FHA - ensure HUD Occ sent out on all non-judicial loans once 1st legal is completed	X		S
FHA - Determine if necessary for an extension and request one if appropriate	X		S
MLCC - review FirstData to determine if there is a pledge or second mtg		X	S

STANDARD OPERATING PROCEDURES

	Ensure timely filing of First Legal (Based upon state matrix)	X		S
	Conventional - In judicial states, order valuations (BPO or 2055)	X		S
n	Prepare all reinstatement figures	X		S
n	Prepare all payoff figures	X		S
n	Prepare all judgement figures and execute judgement affidavits	X		S
n	Provide atty with breakdown of all figures	X		S
	Handle all customer calls		X	S
	Handle third party calls (non-customer)	X	X	A/S
	Research all customer issues	X	X	S
nitor	Manage all attorney communication including lenstar	X		S
nitor	Ensure all necessary documentation is executed for judicial foreclosures this includes affidavits, sots, assignments, etc.	X		S
nitor	Ensure timely completion of service	X		S
nitor	Ensure timely completion of judgement	X		S
nitor	VA - ensure appraisal is ordered and completed timely	X		S
nitor	Conventional Loans - Ensure valuation ordered and completed	X		S
nitor	Provide monthly updates to investors/insurers		X	S
nitor	FHA - Ensure HUD Occupancy sent out on all judicial states	X		S
nitor	Work with tax area if we are notified of any delinquent taxes	X		S
nitor	Any correspondence or request received by LOGS after 3:00 pm EST will be acknowledged as being received the following day for the purpose of timeline measures	X	X	S
	Notify all investors of sale date	X		S
	Ensure attorney has all necessary documentation for sale including SOT, assignments, deeds, etc.	X		S
	Ensure we have valuations for all sales (excluding FHA or FNMA uninsured)	X		S
	VA - send 567 to VA	X		S

STANDARD OPERATING PROCEDURES

VA No bid - determine bidding strategy with management	X		S
FHA - Indemnifications - order values	X		S
FHA - Indemnifications - complete analysis and determine how to bid	X		S
Conventional loans - provide investor valuation and total debt figures, recommend bidding and ask for approval. Provide to attorney 14 calendar days prior to sale.	X		S
Conventional Loans - follow up with investor for bidding instructions	X		S
FNMA - complete FNMA bidding analysis	X		S
Contact MI company to determine % of coverage and appropriate bidding strategy	X		S
Review file to ensure ready for sale (no outstanding issues or loss mit)	X		S
Review all requests for sale postponement	X		S
Work with loss mitigation on all sale postponement	X		S
If valuations vary more than 10% management must review analysis		X	S
Provide bid to attorney	X		S
Obtain sales results within 24 hours of sale	X		S
FHA - ensure system properly updated in MAS1-CCL1 for coding	X		S
Conventional - provide private investors sales results within 24 hours of sale - various forms utilized	X		S
FNMA/FHLMC - provide sales results through Midland/HSSN.	X		S
FNMA - update laser coding	X		S
Provide investor accounting sales results	X		S
Provide sales results package to QC analyst who will review and send to REO	X		S
Review sales package, ensure coding updated, all proper steps taken, close out MSP foreclosure workstation and lanstar	X		S
	X		S

STANDARD OPERATING PROCEDURES

Determine if there are special requirements for investor or if need to obtain name to fc in. If the name to fc in is not known contact the investor to determine the appropriate name.	X		S
Check MAS1-MERS on Fidelity to see if MERS loan.	X		S
Update Coding on Fidelity for required investors. MAS1-COL1, COL2 and DFRI. Ensure all stops and coding in Fidelity is accurate.	X		S
Obtain all documents for attorneys. Ordering a payment history through Fidelity and then providing to attorney. Obtaining documents or letters off of desk or ordering file.	X		S
Review of report of loans in which first legal is approaching or past timeframes and contact attorney for status.	X		S
Review of report of loans in which first legal completed to ensure coding is accurate for both investor and fc stop. If appropriate update stops.	X		S
Ensure each state of process (service, judgment, publication, sale, etc.) is timely completed. Need pipeline reports to identify loans approaching or past timeframes.	X		S
Document preparation and execution - provide attorney any necessary documents and execute any necessary documents such as affidavits, assignments, etc. If a private investor signature is needed or signature of a third party for an assignment working with attorney and third parties or investor to obtain signature.	X		S
Investor Liaison - provide investors with notification of sale dates, providing bidding review and sales results.	X		S
Ensure all investor coding and Fidelity coding and stops are accurate through the process. Bro reports can provide the exceptions.	X		S
Management of loans being suspended including			

STANDARD OPERATING PROCEDURES

Sales Results - all investors must receive sales results within 24 hours of sale. Coding in system FNMA and FHLMC require special reporting. Also reporting to investor accounting and PHH REQ of completed sales.	X		S
Completion of 1099(s) in Fidelity..	X		S
Ensure appropriate close out and coding in Fidelity for all loans that are removed whether for sale, loss mt, etc.	X		S
Management of a default file, either paper or electronic. Provide complete file for audit or at time of close out. Involves management either of electronic file of all documents which would require imaging or a paper file.	X		S
Manage incoming mail from mortgagors, third parties, etc.	X		S
Management of title issues and payment disputes. Complete any needed research for attorneys. Management of contested files. Notify PHH of Complex issues within 3 business days upon receipt of information	X		S
Management of invalid sales.	X		S
VA Request hazard endorsement for all files that go to foreclosure sale	X		S
Management of expirations of ratification, redemption and confirmation dates.	X		S

STANDARD OPERATING PROCEDURES

Bankruptcy Functions	LOGS	PHH	Attorney/Service Benefit
Review all bankruptcy filings and daily Banko feeds	X		S
Determine what action is necessary in BK (POC, MFR, etc)	X		S
Prepare POC figures	X		S
Order documents if required for the state	X		S
Set up MSP workstation	X		S
Send out referral via Lenstar or VendorScape	X		S
When docs received, send copies to attorney	X		S
Ensure attorney has all necessary documentation to file POC	X		S
Ensure attorney has reviewed plan to ensure adequately protected	X		S
Ensure attorney has all necessary documentation to file MFR	X		S
Execute any affidavits, certifications or assignments as required	X		S
Obtain valuations, if required	X		S
Conventional loans - Work with private investors to obtain signature on documentation	X		S
Review file to determine if In Rem or prospective relief is appropriate and notify attorney	X		S
Ensure Attorney's timely filing of POC within 15 days of receipt of request	X		S
Ensure Attorney's timely filing of MFR within 15 days of receipt of request	X		S
Obtain hearing date for MFR	X		S
Handle communication with attorney including Lenstar	X		S
Ensure attorney has all necessary documentation for MFR hearing	X		S
Ensure hearing results are obtained within 72 hours			S

STANDARD OPERATING PROCEDURES

Review all payments that come in on bankruptcy loans that fall in exception queue (any payments that are not automatically processed by cash management)	X		S
Work with cash processing to determine how to handle payments received	X		S
Review Banko report for all change of status	X		S
Handle all close outs, ensuring all balance zero on Chapter 13 discharges and documentation received to support close out. Close MSP workstation.	X		S
Monthly updates to investors/insurers		X	S
Ensure all bankruptcy loans are properly coded	X		S
Follow up on all trustee pays pre and post every three months to determine status	X		S
Follow up on files on hold for equity or sale of property	X		S
Follow up on all MFR denials to determine next step	X		S
Work with attorneys relating to all objections to MFR/POC	X		S
Work with attorney if objection to plan is needed	X		S
Any correspondence or request received by LOGS after 3:00 pm EST will be acknowledged as being received the following business day for the purpose of timeline measures	X	X	S
Prepare all reinstatement figures	X		S
Prepare all payoff figures	X		S
Prepare all figures and certifications	X		S
Provide attorney with breakdown of all figures	X		S
Handle all customer calls		X	S
Handle third party calls (non-customer)	X		A/S
Research customer issues	X	X	S

STANDARD OPERATING PROCEDURES

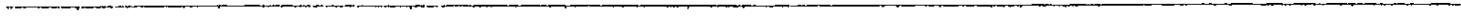
an	Communicate with private investors if necessary for AP orders	X		S
an	Set up workstation with AP order	X		S
an	Monthly monitoring of AP order	X		S
an	Review cash management funds received relating to AP orders	X		S
an	If default on AP order send out request for Notice of Default if required	X		S
an	Close out all AP orders that are completed or defaulted	X		S
st	Review iClear exceptions	X		S
st	Review all BPO and appraisal invoices	X		S
	Update Coding on Fidelity for required investors. MAS1-COL1, COL2 and DFRI. Ensure all stops and coding in Fidelity is accurate.	X		S
	Ensure timely transition to appropriate are for all removals including dismissed, discharged and relief	X		S
	Track hearing results	X		S
	Management of a default file, either paper or electronic. Provide complete file for audit or at time of close out. Involves management either of electronic file of all documents which would require imaging or a paper file. Currently the outsourcer has all mail imaged and maintain a file electronically.	X		S
	Manage incoming mail from mortgagors, third parties, etc. Involves utilization of Fidelity and Lenstar/Vendorscape. Often the mail needs to be sent to the attorney so utilization of their system is also beneficial. If items are going to be imaged access to scanner and imaging software.	X		S

STANDARD OPERATING PROCEDURES

Discharge 13s complete review to ensure all balances are cleared and payments applied correctly.	X		S
Management of Chapter 11 Bankruptcies	X		S

Exhibit B

PERFORMANCE STANDARDS



Performance Standard

All % relate to Compliance Expectations

Service Level Agreement (SLA)

tractor is responsible to provide a certain Performance Standard Level of work. If they do not meet this standard, there may be a monetary penalty involved. Below are the SLA's PHH will be monitoring along with the measurement tool on which we utilize to measure the SLA.

	Performance Standard	Accountability Review Level	Measurement Tool
<p>is in connection with referral to be listed in 2 business days upon receipt of approved file from PHH: Identity Workstation; it referral to attorney on tracking original Collateral Documents</p>	<p>85%</p>	<p>90% or any loan exceeding 6 business days</p>	<p>Brfo query on the 5th calendar day to include the following criteria: Loan number, fc start date, State, task id "_____", set code 002, comment code SFNO12. These reports are not limited to active foreclosure only. They do include files that reinstated, paid off, or loss mitigation completed/approved.</p>
<p>Legal action must be completed in state level matrix agreed to by PHH and outsourcer.</p>	<p>96%</p>	<p>90% or any loan exceeding 30 days past standard timeframe</p>	<p>2 Brfo queries run on the 5th calendar day to include the following criteria: Loan number, fc start date, first legal date, State, GRC state timeframe, days b/w fc start date and 1st legal date (business days), differ of state timeframe and start date/first legal. These reports are not limited to active foreclosure only. They do include files that reinstated, paidoff, or loss mitigation completed/approved. Formula (Networkingsdays fc start, 1st legal -1 day)</p>
	<p>90%</p>	<p>90%</p>	<p>See Motion For Relief Matrix</p>

	Performance Standard	Accountability Review Level	Measurement Tool
Completion within Investor 3, excluding unavoidable delays	95%	85%	Report of sales held (step code 077.078) run on the 3rd business day to include the following criteria: Loan number, Investor, State, cive data, Referral date, sale date, Ref-Sale date (calculation of sale date-referral date), Investor Standard timeframe, Net to std(Ref/Sale date-Inv standard, Va cutoff date (Step 206). Review all loans past timeframe for delay reason.
with foreclosure or task to is in 2 business days receipt of xt of all Dismissals, Discharges f.	98%	90%	Task reports generated for proceed with to and back to Collections- Prodic, BK2book. Combine as one report. Sort by start date, use loans for month you are measuring the SLA. SSG to run B61 report (received logout notification). Compare data on one report. Any loan missing one of the codes is marked against the vendor. Both codes must be utilized.

EXHIBIT B

Performance Standards

The following Categories shall apply to LOGS' failure to satisfy the Performance Standards described in Exhibit B:

- If LOGS fails to meet the Performance Standard Level for any metric in any given month LOGS shall provide a document within 30 days, acceptable to PHH, which outlines the cause, and the actions taken to prevent the failure from happening in the future. LOGS will then be given 30 additional days to cure the performance failure. After this period, every two consecutive months of Performance Standard performance failure count as one month of Accountability Review Level performance failure for purposes of penalty assessment.
- If LOGS fails to meet the Accountability Review Level for any metric in any given month LOGS shall provide a document within 15 days, acceptable to PHH, which outlines the cause, and the actions taken to prevent the failure from happening in the future. LOGS will then be given 30 additional days to cure the performance failure. After this period LOGS shall be subject to the following consequences under this agreement for its failure to cure:
 - LOGS will pay PHH the amount of [REDACTED] a month for each month that the failure exists.
- PHH has the right to terminate this agreement or transfer a portion of the foreclosure, eviction, bankruptcy and related default functions to another vendor or to itself, if LOGS experiences more Accountability Review Level performance failures in any nine months of a 12-month period or any six consecutive months.

Exhibit C

REPORTS

Report List

Reports due by the 5th business day of the month

Monthly Referral Timeline Performance, including to SLA requirements.

Monthly First Legal Action Completion Performance, including to SLA requirem

Monthly Motion for Relief Completion Performance, including to SLA requirem

Monthly Foreclosure Sale Results Reporting to Investors Performance, including requirements.

Monthly Foreclosure Sale Timeline Completion Performance (including designa avoidable and unavoidable delays).

Monthly Bankruptcy Proceed Timeline Performance.

Monthly Proof of claims not filed within the court required timeframe.

Monthly Motion for Relief files awaiting filing and past investor timeframes.

Monthly First Legal Actions past the investor/contract timeframes and not yet c

Monthly Listing of Foreclosure Loans on hold (excluding loans on hold for Bar or loss mitigation), including reason for hold.

Monthly listing of Chapter 11 bankruptcies including the current status.

Monthly FHLMC coding report showing reconciliation of FHLMC coding with status of loan.

Monthly FNMA coding report showing reconciliation of FNMA coding with c status of loan.

Monthly FHA coding report showing reconciliation of FHA coding with currei loan.

Monthly listing of all Bankruptcy files under an agreed/consent order and prov next payment due date per the order.

WEEKLY REPORTS

Report of all sale postponements that occurred during the prior week.

Report listing all new litigation files and complex title issues (unrecorded/invalid mortgages, 1/2 interest concerns, mobile home issues, etc.).

Report of all foreclosure files in which the VA has issued a No specified bid let

Exhibit D

VENDOR TASKS
(Insert task descriptions and pricing)

Exhibit E

APPROVED AND NON-APPROVED VENDORS

Exhibit E

Approved Vendor List

Approved Vendor

Address

BrokerPriceOpinion.com

5002 West 92nd Avenue #199
Westminster, CO 80031

Safeguard Properties, Inc.

650 Safeguard Plaza
Brooklyn Heights, Ohio 441

Exhibit F

APPROVED FIRMS

KANSAS: Shapiro & Mock, LLP,
MISSOURI: Shapiro & Weisman, LC
OKLAHOMA: Shapiro & Cejda, LLP
NEW YORK: Shapiro & DiCaro, LLP
OREGON: Shapiro & Sutherland, LLP
TENNESSEE: Shapiro & Kirsch, LLP
INDIANA: Feiwell & Hannoy, P.C.
ILLINOIS: Fisher and Shapiro, LLC

Exhibit G

COMPANY ACCOUNT AND PASSWORD POLICY

Authentication Policy: Password and User IDs

Purpose

The purpose of the user ID and password combination is to positively identify a user to computer or communications systems resources (such as desktops/workstations, personal computers, mainframe, LAN, Internet, Intranet, telephone systems, monitoring system) that contains PHH Mortgage Corporation ("PHH Mortgage") data. This process is referred to as "authentication". Once the user is identified and authenticated to system resources, access is controlled or restricted based on permissions and rights associated with each user ID/password. This process is referred to as "authorization".

Policy

PHH Mortgage *requires* the use of user IDs and strong passwords to access a computer or communications systems resources, whether hosted internally or externally through service providers. All users must have a unique user ID and password. For circumstances where additional user IDs and passwords are necessary, additional user IDs and passwords may be required.

It is the responsibility of users:

- ✗ To use a user ID and password combination for entering a computer system.
- ✗ To not share their user ID or password with another person.
- ✗ To configure the password in accordance with the below guidelines.

It is the responsibility of System Administrators, Account Managers, and Technical Support to ensure:

- ✗ The proper mechanism for user ID and password management is in place on AI related to PHH Mortgage.
- ✗ A password history is put in place for every user account.
- ✗ Passwords are created and changed in agreement with policy guidelines.

Policy Statements

- 1) **Computer User Accounts (User IDs)** – To promote prevention of *unauthorized* access to system resources and establish accountability, unique user IDs must be established.
 - a) **User ID Sharing is Prohibited** - Authorized account users must not share user ID with any other person(s). To do so exposes the authorized user to be responsible for actions taken by another party, violates PHH Core Policy, and can be used to gain unauthorized access to system resources. Generic/Shared IDs are strictly prohibited except in special situations.
 - b) **User IDs for Terminated Employees must be Suspended** – User IDs for employees and/or contractors who are no longer employed with the applicable business unit must be suspended or removed from the system immediately. Active employees are not to utilize user IDs of terminated employees.
 - c) **System Access for User IDs should be assigned according to Job Functions** – access should be provided in accordance with job descriptions/functions. User IDs should be assigned to user profile templates, which provide system access according to job functions/descriptions.
 - d) **Inactive User IDs must be Disabled and/or Purged** - Inactive user IDs beyond 90 days must be locked. User IDs that are inactive for a period of ninety (90) days after the user account was locked for inactivity) - must be purged from the systems unless identified as an exception.
- 2) **Minimum Password Length** – To prevent password guessing, passwords must have seven (7) characters.
- 3) **Password Construction** – Password and user ID construction must follow these practices:
 - a) Must be unrelated to the user's job or personal life
 - b) Can not be easily guessed
 - c) Can not be the same as or derivations of the user's system ID
 - d) Should not be found in the dictionary

Password construction must utilize three or more of the following:

- a) Lower case alphabetic characters
- b) Upper case alphabetic characters
- c) Numeric characters
- d) Special (non-alphanumeric) characters

- 4) **Assignment of Initial Password** – To ensure privacy and accountability, the initial password must be valid only for the user's initial logon to the system. The user must be forced to automatically by the system to change the initial password before completion of the initial password must follow one of the following constraints:
 - a) Comply with the above password construction guidelines or;
 - b) Deviate from the password construction guidelines outlined above for a period that does not exceed 4 hours. Beyond 4 hours, if the initial password has not been changed, the password account must be automatically disabled and require manual account activation by the administrator.
- 5) **Password Expiration** – To promote prevention of unauthorized access to information systems resources, users must be automatically forced to change their passwords every 45 days.
- 6) **Limit on Unsuccessful Attempts to Enter a Password** – To prevent password guessing, the number of consecutive attempts to enter an incorrect password must not exceed three. Following three failed attempts at user login without the proper password, the account will be locked until reset by authorized personnel (Help Desk or Administrator).

A business decision is needed on which method of account lock-out to deploy while balancing the concern for a denial of service attack against the confidentiality of the information and the business unit's obligation to protect the customer's confidence.

- 7) **Proof of Identity to Obtain a Password** – Due to documented instances and proven engineering techniques of password robbing/resetting, strong authentication is required to prevent unauthorized access to information system resources, users requesting the account to be reset must present proper identification to the Help Desk agent or system administrator. Users are not permitted to call on the behalf of another requesting a password be reset. Proper identification requires either face-to-face recognition or submission of some form of authentication information (e.g., PIN, pass code, etc). This authentication should include a unique secret word, pass phrase, or question for each user. Authentication information should **NOT** include mother's maiden name, SSN, or birth dates. An alternative for password authentication would be to have the Help Desk leave the new password via voice mail requiring the appropriate user to use their unique voice mail password/PIN to retrieve the new password.
- 8) **Logging of Password Resets** - Audit logs should capture pertinent information regarding password resets. Logs should describe activity associated with the following:

Such logs are to be monitored monthly for violations and trends, except in the case of unusual activity, where monitoring shall be performed at least daily.

- 9) *Password Recycling* – Wherever possible, the system should track the expired passwords and prevent consecutive reuse. Password reuse should not occur prior to the tenth integer after expiration.
 - 10) *Changing Vendor Defaults* – All vendor-supplied passwords, administrator and/or accounts must be changed and/or disabled before any computer or communication device is used for company business.
 - 11) *Display and Printing of Passwords* – The display and printing of passwords must be masked, suppressed, or otherwise obscured such that unauthorized individuals will not be able to observe and capture passwords or subsequently recover them.
 - 12) *Encryption of Password Files or Fields* – All passwords and password files must be encrypted when held in storage or transmitted over communication systems. Under certain circumstances may passwords be transmitted in “plaintext”, or unencrypted, over a broadcast network, including wireless networks, nor over any untrusted network such as the public Internet. Wherever possible, avoid transmitting user IDs in “plaintext”.
 - 13) *Storing of Password Files* – Password files or fields must be stored in restricted directories and/or directories within computing systems. Wherever possible, passwords must not be stored in readable form in batch files, automatic log-in scripts, software macros, text files, function keys, in computers without access control, or in other locations where unauthorized persons might discover them.
 - 14) *Password Sharing Prohibition* – To ensure accountability, authorized account users must not disclose their passwords to any other person. To do so exposes the authorized user to actions taken by another party, violates PHH Core Policies, and can result in unauthorized access to system resources. The Microsoft Outlook “delegation of authority” must be used when allowing another person to access your Outlook account.
-

Exhibit H

PHH MORTGAGE CORPORATION

Action by Unanimous Written Consent of the Board of Directors

THE UNDERSIGNED, being all of the directors of PHH Mortgage Corporation, a New Jersey corporation (the "Corporation"), hereby adopt by this written consent the following resolutions with the same force and effect as if they had been unanimously adopted at a duly convened meeting of the Board of Directors of the Corporation and direct that this written consent be filed with the minutes of the proceedings of the Board of Directors of the Corporation.

WHEREAS, the Corporation has entered into a Default Processing Outsourcing Agreement by and between the Corporation and The LOGS Group, LLC ("LOGS") dated as of April 1, 2006 (the "Agreement"); and

WHEREAS, pursuant to the Agreement, LOGS is required, among other duties, to execute documents required in connection with mortgage loans serviced by the Corporation which mortgage loans are subject to foreclosure and/or bankruptcy proceedings; and

WHEREAS, the Corporation desires to facilitate LOGS' proper and efficient processing and administration of such foreclosures and/or bankruptcies and, in connection therewith, to authorize certain employees of LOGS to execute any and all documents necessary in or with the processing and administration of such foreclosure and/or bankruptcy mortgage loans serviced by the Corporation (the "Default Documents"),

NOW, THEREFORE, BE IT RESOLVED, that each of the employees of LOGS listed in the following list be individually, and each individually hereby is, appointed assistant president and assistant secretary of the Corporation for the limited and sole purpose, in and on behalf of the Corporation, to execute and deliver any and all Default Documents.

Tracy Johnson

Daniel C. Schmidt

FURTHER RESOLVED, that each of the above-named individuals shall in no way be deemed employees of the Corporation and shall have no other or further authority to act on behalf of or otherwise bind the Corporation in any way other than in connection with the contemplated by the foregoing resolution. The above-referenced appointments are at the sole discretion of the Corporation and may be revoked at any time by notice to LOGS. Unless revoked so

the Corporation, said appointments shall be automatically revoked upon termination of Agreement.

FURTHER RESOLVED, that this Unanimous Written Consent of the Board of Directors may be executed in counterparts, all of which taken together shall constitute a single instrument.

IN WITNESS WHEREOF, the undersigned has executed this Unanimous Written Consent of the Board of Directors of the Corporation as of the ____ day of April 2006

PHH MORTGAGE CORPORATION

UNANIMOUS WRITTEN CONSENT
OF THE BOARD OF DIRECTORS
IN LIEU OF A MEETING

THE UNDERSIGNED, constituting all of the members of the Board of Directors of PHH Mortgage Corporation, a New Jersey corporation (hereinafter referred to as the "Corporation") hereby adopt the resolutions set forth below with the same force and effect as if such resolutions were approved and adopted at a duly constituted meeting of the Board of Directors of the Corporation.

WHEREAS, the Corporation has entered into a Default Processing Outsource Agreement by and between the Corporation and The LOGS Group, LLC ("LOGS") dated as of April 17, 2006 (the "Agreement"), and

WHEREAS, pursuant to the Agreement, LOGS is required, among other duties, to execute documents required in connection with mortgage loans serviced by the Corporation, which mortgage loans are subject to foreclosure and/or bankruptcy proceedings, and

WHEREAS, the Corporation desires to facilitate LOGS' proper and efficient processing and administration of such foreclosures and/or bankruptcies and, in connection therewith, to authorize certain employees of LOGS to execute any and all documents necessary in connection with the processing and administration of such foreclosure and/or bankruptcy mortgage loans serviced by the Corporation (the "Default Documents"),

Appointment Of LOGS Employees As Signing Purpose Officers

NOW, THEREFORE, BE IT RESOLVED, that each of the employees of LOGS named in the following list be individually, and each individually hereby is, appointed assistant vice president and assistant secretary of the Corporation for the limited and sole purpose, in the name and on behalf of the Corporation to execute and deliver any and all Default Documents:

Tracy Johnson
Daniel C. Schmidt
Mycal Farmer

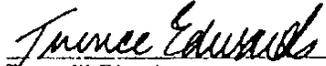
Limits On Authority and Term to Act for the Corporation

FURTHER RESOLVED, that each of the above-named individuals shall in no event be deemed employees of the Corporation and shall have no other or further authority to act on behalf of or otherwise bind the Corporation in any way other than in connection with the matters contemplated by the foregoing resolution. The above-referenced appointments are at the will of the Corporation and may be revoked at any time by notice to LOGS. Unless revoked sooner by the Corporation, said appointments shall be automatically revoked upon termination of the Agreement or upon the resignation of any of the above-named individuals from LOGS.

Execution by Counterparts

FURTHER RESOLVED, that this Unanimous Written Consent of the Board of Directors may be executed in counterparts all of which taken together shall constitute a single instrument

IN WITNESS WHEREOF, the undersigned being all the members of the Board of Directors of the Corporation have executed this written consent as of this 26th day of April 2006



Terence W. Edwards

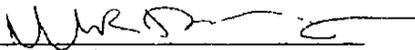
Mark R. Danahy

Execution by Counterparts

FURTHER RESOLVED, that this Unanimous Written Consent of the Board of Directors may be executed in counterparts, all of which taken together shall constitute a single instrument.

IN WITNESS WHEREOF, the undersigned, being all the members of the Board of Directors of the Corporation, have executed this written consent as of this 26th day of April, 2006.

Terence W. Edwards



Mark R. Danahy

NON-AFFILIATED LAW FIRM LEGAL SERVICES AGREEMENT

EXHIBIT A

CERTIFICATE OF PROFESSIONAL LIABILITY INSURA

Attach a copy behind this page

EXHIBIT B
LOCAL COUNSEL PROFILE

State(s) Serviced:

Geographical Scope: Entire State
 Other (describe) _____

Primary Contact:

Firm Name:

Address:

Phone Number:

Fax Number:

E-Mail Address:

Tax ID Number: _____

Staff Roster: (Please attach)

Fee Schedule: (Please attach for non-routine and hourly matters)

EXHIBIT C

CO-COUNSEL FEE STRUCTURE

Make Local Counsel Payments To:

SHAPIRO & KREISMAN
Attn: National Accounting
4201 Lake Cook Road
Northbrook, IL 60062

FORECLOSURE LOCAL COUNSEL FEES

[REDACTED]

BANKRUPTCY LOCAL COUNSEL FEES

[REDACTED]

¹Does not include Lenstar, iClear or New Invoice fees, if applicable

**FIRST AMENDMENT TO
SCHEDULE 01**

is **FIRST AMENDMENT** ("First Amendment") is effective as of the 5th day of January, 2011 ("Effective Date") and amends and supplements that certain Default Processing Outsourced Agreement dated as of 17th day of April, 2006 ("Agreement") by and between **The LOGS GROUP, LLC d/b/a LOGS NETWORK** ("Vendor") and **PHH MORTGAGE CORPORATION** ("PHH") ("First Amendment").

WHEREAS, Vendor and PHH desire to amend the terms of the Agreement pursuant to the terms and conditions set forth herein; and

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

Sections 4.2 and 4.2.1 are hereby deleted and replaced in their entirety with the following:

4.2 Fees

For the Services LOGS provides under this Agreement, Client shall pay LOGS the following:

- A \$~~500~~ one-time referral fee. This fee is applicable for each foreclosure or bankruptcy file allocated to LOGS in the following states: **AR, AL, IN, IL, KS, KY, MD, MA, MN, ME, MO, NC, NH, NY, OH, OK, OR, RI, TN, VA, VI, & DC**
- A \$~~500~~ one-time referral fee. This fee is applicable for each billable foreclosure or bankruptcy file allocated to LOGS in the following states: **AK, AZ, CO, CT, DE, GU, HI, IA, ID, LA, MS, MT, ND, NE, NM, NV, PR, SD, UT, WI, WV, WY, SC, & VT**. A file is deemed billable if the Investor in the related loan is neither Fannie Mae nor Freddie Mac.
- A \$~~500~~ one-time referral fee. This fee is applicable for each non-billable foreclosure or bankruptcy files allocated to LOGS in the following states: **AK, AZ, CO, CT, DE, GU, HI, IA, ID, LA, MS, MT, ND, NE, NM, NV, PR, SD, UT, WI, WV, WY, SC, & VT**. A file is deemed non-billable if the Investor in the related loan is Fannie Mae or Freddie Mac.

All capitalized terms in this First Amendment shall have the same meaning as set forth in the Agreement unless defined herein.

All terms and conditions of the Agreement not amended by this First Amendment remain in full force and effect. In the event of a conflict or inconsistency between the terms of the Agreement and the terms of this First Amendment, the latter shall supersede and govern.

Except as herein expressly amended, the Agreement is ratified, confirmed and remains unchanged in all respects and shall remain in full force and effect in accordance with its respective terms.

This First Amendment may be executed in counterparts, each of which shall be an original, but such counterparts shall together constitute one and the same document.

WITNESS WHEREOF, the parties have executed this First Amendment as of the Effective Date by their authorized representatives.

III MORTGAGE CORPORATION

: W. Priester
me. Woodrow Priester
le: VP & CISO
te: 1/6/11

THE LOGS GROUP, LLC

By: [Signature]
Name: GERALD B. AUST
Title: PRESIDENT
Date: 1/10/11

Colicchilo, dated June 16, 2011, which asked for USAA, among others, to respond on behalf of FNMA. PHH services some mortgage loans on behalf of USAA in the State of New Jersey. Consequently, all of the information provided in this Certification about PHH, also applies to the mortgage loans that PHH services on behalf of USAA in the State of New Jersey. I am informed that PHH is not the only servicer of USAA loans in the State of New Jersey.

1. I am now the Director of the Foreclosure and Bankruptcy Team of PHH. I have been in charge of this Team since March 2008. I am responsible for the management of the daily operations of the Foreclosure and Bankruptcy Team. My duties include staff productivity and development, performance management, process improvement, customer service, risk and expense management, and complex issue resolution related to the foreclosure and bankruptcy operations at PHH.

2. Turning to the specific questions set forth in this Court's Request of April 25, 2011, on behalf of PHH, I can state on personal knowledge:

Paragraph 1.a: In order to ensure that the certifications/affidavits submitted are based upon personal knowledge or the affiant's review of business records, PHH relies on: (1) the training and experience of its employees; (2) contracts with "service providers," who supply mortgage loan default servicing services; and (3) FNMA and/or Freddie Mac approved, licensed New Jersey Foreclosure Counsel.

More specifically about its employees, PHH limits the signing authority of its employees for certifications/affidavits. By Board Resolution, assistant supervisors, supervisors, managers, directors, and vice presidents are authorized to sign certifications/affidavits used for foreclosures in New Jersey. A list of approved signers is attached as Ex. 1.

More generally, PHH hires and retains personnel who typically have considerable experience in the mortgage servicing business. The training provided to these employees consists of formalized instruction sessions, and extensive on the job training (“OJT”). The formalized instruction sessions, provided to employees who report to me, are addressed in response to Paragraph 1 e., *infra*. Additionally, each employee receives initial OJT from his or her direct supervisor, which can last from 1 to 4 weeks, depending on the pre-existing knowledge and experience of the individual employee. This OJT is designed to ensure that each employee is thoroughly familiar with PHH’s mortgage servicing computer system.

In addition to their initial training, employees and supervisors receive additional training from their supervisors or managers in connection with issues that periodically arise. During management meetings that I conduct with the supervisors, I will often identify issues that are arising in the mortgage servicing industry, and these issues are then addressed with the employees by their supervisors.

I will also receive, on occasion, information from outside counsel, in-house attorneys, and senior management of PHH, about issues that should be addressed with PHH employees to ensure that PHH provides the proper information and documentation to its outside counsel for the initiation of and completion of foreclosures. A good example occurred during the fall of 2010, when media reports of “robo-signing” by some employees of other mortgage loan servicers circulated widely. During the fall of 2010, I had a number of discussions with the Foreclosure and Bankruptcy Team supervisors about: (a) the importance of having accurate information on certifications/affidavits submitted in connection with foreclosures; and (b) the crucial importance of having each person, who signs a certification/affidavit, actually and personally verify the accuracy of the information from PHH’s computer records.

More specifically about its contracts with service providers, PHH explicitly requires compliance with all applicable laws. A copy of the contract (as amended but without pricing information) applicable to foreclosures in New Jersey is attached at Ex. 2, which is a copy of the contract between PHH and the LOGS Group, LLC and Shapiro & Kreisman, LLC ("LOGS"). By corporate resolution, PHH has given signing authority to certain LOGS employees for the foreclosures it conducts on behalf of PHH. *See* Ex. H to Ex.2.

For New Jersey certifications/affidavits, which are used in connection with foreclosures, there are at least three levels of verification. First, the certification/affidavit is initially prepared by New Jersey Foreclosure Counsel ("Foreclosure Counsel") with information from PHH's computer servicing system described below. Then, the person who is going to execute the certification/affidavit, verifies the accuracy by comparing the contents with the PHH computer servicing system. Third, Foreclosure Counsel verifies the accuracy of the certification/affidavit before filing the document with a New Jersey court.

The policies and procedures applicable to foreclosures are provided as: Ex. 3A (Foreclosure/Bankruptcy Overview); Ex. 3B (Foreclosure Referral Process); and Ex. 3C (the Default Legal Department ("DLD") Procedure Manual).

LOGS has represented to PHH that its employees follow similar procedures and also verify the accuracy of certifications/affidavits prepared by Foreclosure Counsel by comparing the information on these documents with the information contained in the PHH computer servicing system, to which it has access. In addition, LOGS has access to a web-based facility called Process Management. Process Management is an electronic interface that allows PHH, its outsource vendors performing foreclosure work on its behalf, and foreclosure counsel, to update the completion of milestone events in the foreclosure, and allows direct communication on issues

impacting the foreclosure action. In addition, Process Management allows all users to upload and download documents related to the foreclosure action. Documents and information can be loaded into Process Management, which allows a remote viewer to receive those documents or information. Correspondingly, a remote viewer of Process Management can load documents and information into Process Management, and these documents or information are then available for view and use by all users of Process Management. Since LOGS has direct access into the PHH computer system, LOGS can see, for each borrower in a foreclosure status, the most accurate and up-to-date information that is available in PHH's computer.

The performance of LOGS is also monitored by PHH on several levels. First, the employees, supervisors, and manager of the Foreclosure and Bankruptcy Team review various kinds of work performed by LOGS on a daily basis. Second, there is a formal meeting every month between PHH and representatives of LOGS to discuss performance issues, communication, and other items of mutual interest, such as foreclosure issues in New Jersey and elsewhere. A list of the criteria I evaluate each month is attached as Ex. 4. Third, there is a Strategic Sourcing and Provider Governance Department at PHH. A description of this Department is attached at Ex. 5A. This Department also conducts periodic audits of service providers, and a blank form for this audit is attached at Ex. 5B. A copy of the most recent audit of LOGS is also attached at Ex. 5C.

More specifically about the attorneys retained to conduct foreclosures in New Jersey, all are FNMA and/or Freddie Mac approved, which meets the requirements of most of the owners of the loans for whom PHH performs servicing. All of the attorneys have to be qualified to practice in New Jersey, and have to satisfy all applicable requirements to act as Foreclosure Counsel on behalf of PHH and its investors. PHH relies on the attorneys it retains to ensure that all

certifications/affidavits comply with all applicable Rules of Evidence and local practices.

Foreclosure Counsel is typically retained once the delinquency of a mortgage account reaches 90 days or greater.

Foreclosure Counsel is responsible for preparing all necessary pleadings, including certifications/affidavits, to support the foreclosure action. Foreclosure Counsel receives information about the status of a borrower's account through Process Management. Foreclosure Counsel is able to ascertain the unpaid principal, outstanding interest, and all charges to a borrower's account when a referral for foreclosure has been made all through Process Management. Three employees of the Foreclosure and Bankruptcy Team are tasked with the responsibility of updating Process Management for the purpose of ensuring that no foreclosure sales are held for any borrower's property if the borrower has qualified for a loan modification or is actually trying to qualify for other loss mitigation options. Consequently, Foreclosure Counsel is able to ascertain, through Process Management, whether the foreclosure sale is on "hold" where a borrower has recently completed or while a borrower is attempting to complete, successfully, a modification.

Loss Mitigation options, including loan modifications, are offered to every delinquent borrower in each written communication sent by PHH, and occur long before any borrower reaches a foreclosure sale. A statement of PHH's loss mitigation policy is provided as Ex. 6A. A sample of an initial delinquency notice is attached as Ex. 6B. A sample of a loss mitigation/workout option application package, which is sent to a borrower on his/her request, is attached as Ex. 6C. Copies of some of the policies and procedures use by PHH to help borrowers avoid foreclosure are attached as Ex. 6D. A copy of PHH's policies and procedures about foreclosures when a borrower is trying to qualify for a modification is attached as Ex. 6E.

These loss mitigation and loan modification materials are also provided to Foreclosure Counsel through Process Management. Nevertheless, despite sincere efforts by PHH, and Foreclosure Counsel to avoid foreclosures, some borrowers are simply unable and/or unwilling to complete the workout program.

After Foreclosure Counsel prepares a certification/affidavit, it is placed into Process Management, where it can be recovered by LOGS, if LOGS is managing the foreclosure, or by STARS (“Speedy Title and Appraisal Review Services, LLC”), if LOGS is not managing the foreclosure. The employees of LOGS then verify the information on the document by comparing it to the information on the PHH computer servicing system before presenting the certification/affidavit to an approved person at LOGS for review and execution. The person executing the document verifies the information by comparing it with the PHH computer servicing system. Execution takes place in the presence of a notary. The completed certification/affidavit is then sent to Foreclosure Counsel, who is supposed to review the document once again before filing it in connection with a foreclosure.

If the foreclosure is not managed by LOGS, an employee of STARS presents the certification/affidavit to a PHH employee for review, verification and execution. The person executing the document verifies the information by comparing it with the PHH computer servicing system. Again, execution takes place in the presence of a notary. The completed certification/affidavit is then sent to Foreclosure Counsel, who is supposed to review the document once again before filing it in connection with a foreclosure.

Paragraph 1.b i: In order to ensure that the LOGS individual who executes the certification/affidavit is executing it in accordance with New Jersey law, PHH relies on the

contract it has with LOGS, *see* Ex. 2, as well as the informal daily contact between PHH and LOGS employees, and the formal monthly meetings between myself and LOGS representatives.

PHH also relies on its employees to personally compare the information on the certification/affidavit with the information on PHH's computer servicing system to ensure the accuracy of the information in the certification/affidavit before executing the certification/affidavit in the presence of a notary. This requirement is communicated to employees of PHH through OJT, and formal instructional sessions. *See* Response to 1.e, *infra*. Additionally, a Foreclosure Affidavit Review Checklist has been provided to each employee of the Foreclosure and Bankruptcy Team and every notary to serve as a convenient and helpful reminder to every person who is called upon to execute a certification/affidavit. *See* Ex. 7.

PHH also relies on its Foreclosure Counsel to ensure that it files only properly executed and accurate certifications/affidavits. PHH relies on the expertise of its Foreclosure Counsel to ensure that the certification/affidavit used for a New Jersey foreclosure is not only in the proper form, but also contains information that is within the scope of knowledge to which the PHH employee can attest. Currently, the following firms are Foreclosure Counsel for PHH and its investors: Fein Such Kahn & Shepard, P.C; Shapiro & Perez LLP; and Phelan Hallinan & Schmieg, P.C.; Zucker, Goldberg & Ackerman, LLC.

Paragraph 1.b.ii: In order to ensure that the person executing the certification/affidavit pursuant to Paragraph 1.a. has the authority to act on behalf of the plaintiff/servicer, each notary has the list of PHH employees (Ex. 1), who are authorized to sign certifications/affidavits for foreclosures in New Jersey. The employees of LOGS, who are authorized to sign on behalf of PHH, are listed on Ex. H to Ex. 2, hereto. These names are also provided to the notaries.

Paragraph 1.c: PHH relies on its loan servicing system to ensure that there are accurate, up-to-date entries of payments, loan history, assignments, or any other transaction involving the mortgage. The data is entered into the system by designated individuals depending on the type of data and the particular individual's area of responsibility. For example, the loan history data is entered by the Loan Control Department when the loan is boarded on the loan servicing system.

The entry of monthly payment information for individual mortgagor accounts is performed by the Cash Management Department when payments are received. PHH provides customers with an address to send their payments to one of the Company's lockboxes, which are handled by BNY Mellon. BNY Mellon provides services such as mail receipt, extraction, payment processing and payment transmission to PHH's servicing platform. The vast majority of payments are received, processed, and posted to the appropriate account through the lockbox process. BNY ensures that all payments are posted the same day as received, and if not, BNY ensures that the payments are posted with an effective date for the date of actual receipt. In those instances where there is an issue with the receipt, processing, or posting of a payment, BNY Mellon has the functionality to allow PHH to review any decision exceptions via an online website option, thereby providing almost 100% lockbox processing of payments. Any exceptions that cannot be resolved via the online exception tool will be routed to the Cash Management Department at PHH's main office in Mt. Laurel NJ for further review and processing.

PHH cross checks the accuracy of its lockbox operations by performing a daily reconciliation/confirmation of the lockbox transmissions. PHH also performs a monthly Vendor Report Card of BNY Mellon's performance on various services that they provide. The

processing of payments for accounts in default, exceptions from the lockbox that cannot be resolved via the online website, and payments that are mailed directly to Mt. Laurel, are all handled by the Cash Management Department at PHH's main office in Mt. Laurel, NJ.

With respect to information relating to security, PHH takes a number of steps to ensure the security of the information contained in its computer servicing system. Security Templates are developed based on a user's job role and are used by the supervisor to request access, and for the Security Administration team to grant and manage access. The Templates are reviewed and approved by each individual user's manager.

Security audits are completed by the Servicing Systems Group. Department supervisors and managers review all users' access and provide explanations as to why each access is needed. All security access requests come from a user's assistant supervisor or above, and are approved by a manager through the Service Request System. An explanation as to why the user needs the access is required, and whether the access is temporary or permanent.

Screen owners are identified for access to screens containing sensitive data. On a monthly basis, reports are sent to the screen owners to review and approve access for all users. Anytime access to an owned screen is requested, the Service Request System will require the screen owner's approval prior to granting access.

To summarize, the posting of payments and the ability to affect a borrower's account balance is severely limited to individuals with the proper security access codes. No one on the Foreclosure Bankruptcy Team can, except for a loan in bankruptcy status (to allow for the posting of payments from the bankruptcy suspense account), alter a borrower's unpaid principal balance or outstanding interest. No one in the Foreclosure Bankruptcy Team can, except for a loan in bankruptcy status (to allow for the posting of payments from the bankruptcy suspense

account), alter a borrower's escrow balance for taxes or hazard insurance. No one in the Foreclosure Bankruptcy Team has the security clearance to make adjustments to these types of balances.

Correspondingly, cash processing and accounts payable employees of PHH who work on the Foreclosure and Bankruptcy Team can charge borrowers' accounts for certain foreclosure and default related expenses. All charges are reconciled daily to the amount of the charge actually billed to and paid by PHH through its Invoice Management System, except for "manual" invoices, which are not processed electronically. Manual invoices are used for charges such as VA appraisals and utility bills. All manual invoices and payments are cross-checked by at least two persons who work in the accounts payable area of the Foreclosure and Bankruptcy Team, before payment. All credits to any borrower's account require supervisor authority. No employee of LOGS (or STARS) has security access to alter any financial information on a borrower's account. A copy of the Invoice Management System authority levels for the foreclosure bankruptcy team is attached as Ex. 8.

Security access to the loan servicing system is audited on a random basis, twice a year by the Servicing Systems Group, and annually by the internal audit group and for financial risk compliance. Each and every charge to a borrower's account is recorded by the computer servicing system, and can be tracked to the date, time and employee who made the change. PHH is not aware of any data integrity issues involving its loan servicing system; accordingly, it does not currently anticipate making any changes to its system.

More specifically about assignments of mortgage loans, PHH expects New Jersey Foreclosure Counsel to conduct a title search to verify the chain of title whenever a loan is referred for foreclosure. The information from the title search is compared to the information in

the records of PHH, and any discrepancies are resolved before proceeding with the foreclosure. For loans where the Mortgage Electronic Registration Systems, Inc. ("MERS"), is the mortgagee of the security instrument and nominee of the lender and lender's successors and assigns, assignments are prepared to assign the security instrument to the current owner of the note for purposes of conducting the foreclosure.

Paragraph 1.d: The review process utilized to ensure that certifications/affidavits are accurate, based on current information, and executed by a person with personal knowledge or a review of PHH's business records, is described in response to Paragraphs 1.a through c. PHH is not aware of any systemic issues regarding its procedures for creating and executing affidavits in New Jersey; accordingly, the Company does not anticipate making any changes to its procedures.

Paragraph 1.e: A list of the training, provided to PHH employees is attached as Ex. 9.

Paragraph 1.f: To ensure that Foreclosure Counsel have current, accurate information, PHH provides each document, and all necessary information about the borrower's account from the PHH computer servicing system through Process Management. If Foreclosure Counsel are aware of events that have not been updated in the computer system, they will inform PHH directly, or LOGS or STARS, as appropriate, who will bring the information to members of the Foreclosure and Bankruptcy Team for action, resolution, or correction. Foreclosure and Bankruptcy employees, as well as the employees of LOGS and STARS, also bring any issues about the accuracy of information to the attention of PHH management. Finally, borrowers are a very active resource concerning the accuracy of information about their mortgage loan account(s). PHH receives input from borrowers about the amortization of their principal balance, the correct calculation of interest, accurate payments and credits to their escrow

accounts, and the propriety and accuracy of default related fees and expenses, especially the fees and charges connected with foreclosure.

Additionally, PHH provides its attorney with copies of the Note, Mortgage or Deed of Trust, title policy and any recorded or MERS registered assignments, through Process Management.

Paragraph 1.g: The final review process utilized by PHH, for documents to be submitted to the Court pursuant to Rule 4:64-1 *et. seq.*, is explained in response to Paragraphs 1.a through d, *supra*. Briefly, Foreclosure Counsel prepares the certification/affidavit. After the document is prepared, it is placed into Process Management. If LOGS is managing the foreclosure, its employees then verify the information by consulting the PHH computer servicing system. After the information has been verified, and corrected if necessary, the LOGS employee will present the certification/affidavit to an approved person at LOGS for execution. The person executing the document also verifies the accuracy of the information by comparing it to the PHH computer servicing system. Execution takes place in the presence of a notary, who has a list of approved signers.

If LOGS is not managing the foreclosure, a STARS employee will retrieve the certification/affidavit from Process Management and present the document to a PHH employee for execution. The PHH employee will verify the information by consulting the PHH computer servicing system. Execution takes place in the presence of a notary, who has a list of approved signers.

Regardless of whether LOGS is managing the procedure or not, the completed certification/affidavit is then sent to Foreclosure Counsel, who is supposed to review the document once again before filing it in connection with a foreclosure.

For the procedures used by Foreclosure Counsel, please see the attached checklists provided by three foreclosure firms retained by PHH to conduct foreclosures. Ex. 10A, Fein Such Kahn & Shepard, P.C; Ex. 10B, Phelan Hallinan & Schmieg, P.C.; Zucker, Goldberg & Ackerman, LLC; and Ex. 10C, Shapiro & Perez LLP.

Paragraph 1.h: PHH has not yet made a decision on the necessity or utility of an independent auditor's review of any of its processes and procedures with regard to the preparation and execution of affidavits and certifications of the type used in New Jersey, or with respect to any of the other matters discussed above.

Paragraph 2: PHH does not retain other servicers to act on its behalf in residential foreclosure matters.

I certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

Dated: July 29, 2011

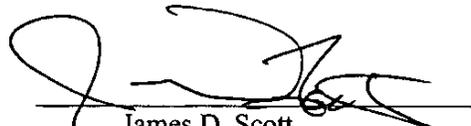

James D. Scott

EXHIBIT 4

Supplemental Certification of James D. Scott

PHH Mortgage Corporation
Service Provider Performance Standards

SLA Category	Performance Standard	Accountability Review Level
Activities in connection with referral to be completed in 2 business days upon receipt of approved file from PHH. Set up Fidelity Workstation; Send out referral to attorney on tracking system;	95%	90% or any loan exceeding 6 business days
First Legal action must be completed based on state level matrix agreed to by both PHH and outsourcer	98%	90% or any loan exceeding 30 days past standard timeframe
MFR referred within the Investor guidelines.	95%	85%
Notify PHH and all Investors within 1 business day of sales results including notification via FNMA and FHLMC systems	98%	95%
All sale completion within Investor guidelines, excluding unavoidable delays	95%	85%
Proceed with foreclosure or task to collections in 3 business days receipt of notification of all Dismissals, Discharges and Relief.	98%	90%

EXHIBIT 5A

Supplemental Certification of James D. Scott

Service Provider and Vendor Management Policy Overview

This document provides an overview of the policies and standards utilized by PHH in its oversight and governance of our service providers. It outlines the governance of existing service provider relationships and includes both the responsibilities of PHH and the service provider itself concerning performance measures and standards, security, and business continuity.

For PHH, the distinction between 'vendor' and 'service provider' is understood as follows. A vendor is a company which *only sells* to PHH a physical product. A service provider is understood as a company which *only sells* to PHH a service. To PHH, a company can be *both* a vendor and a service provider, depending on if they provide PHH both a service along with a product. In these cases, if an entity is both, PHH will categorize them as a 'Service Provider' and apply a higher level of due diligence depending again on the service being rendered.

PHH assesses the relationships with its service providers based on principles of risk management. The policies, procedures, and standards set forth in this document may apply in full or in part to existing and future service provider relationships in which PHH engages. After an analysis of the relevant areas of risk that the engagement may present to PHH, all or part of the policies, procedures, and standards set forth in this document may be applied as well as the request and collection of the relevant supporting documentation.

Contracts

The PHH Legal Department is the clearinghouse for all contracts, schedules, change orders, and contract/schedule amendments to which PHH is a party. Client and service provider contractual arrangements are memorialized in a written agreement that is reviewed and approved by the Legal Department, Information Protection, Risk Management, IT (if applicable), the appropriate business group, and signed only by authorized parties to the contract prior to the start of the business arrangement.

It is PHH Mortgage's policy to restrict engagement to service providers that are based in the United States or have key U.S. affiliates and are subject to its laws, jurisdiction, regulation, and compliance (when required).

Due Diligence

PHH Mortgage exercises a due diligence process commensurate with the risk associated with the use of a service provider. This process will encompass the request for official information or proposal typically through a Request for Proposal (RFP) and/or a Request for Information (RFI), as appropriate. The due diligence process assists PHH in validating the expectations, capabilities, proper facilities, resources, and complete infrastructure needed from the service provider to perform the duties and functions to be outsourced. In addition, based on risk classification of the service provider, PHH may also perform due diligence reviews periodically for existing service provider relationships.

For a typical due diligence review based upon the risk classification a member of the Strategic Sourcing and Provider Governance team (SSPG), Information Protection team (IP), and/or a member of the appropriate business group may travel to the service provider location to perform the review. To establish the security stance and viability of the provider, a series of questions are asked through interviewing an employee, a supervisor, and/or a manager in the relevant department, according to risk classification. The following is an example of the subject matter that is commonly included in a Due Diligence review:

- Insurance Assessment
- Financial Assessment
- Business Continuity Plans
- Information Protection Security and Controls
- Third Party Security Assessment
- Business Strategy
- Recruiting
- Training

- Process
- Operations
- Measurement Systems
- Quality
- Change Management/Implementation

Performance Measures and Benchmarks

PHH typically establishes performance expectations in order to ensure the timeliness and accuracy of the service provider's tasks. The metrics for these are referred to as Service Level Agreements (SLAs) and are a direct reflection of the performance of the service provider. Service providers will be governed using SLAs which document PHH's expectations for performance. When creating the SLAs, SSPG works closely with the business units to determine which measures are necessary to maintain or exceed the existing performance metrics. In addition, the method and frequency of the measurements are determined to ensure consistency and accuracy.

Service levels are typically monitored by the business units using reporting created by PHH and/or the service provider and quality audits performed by PHH and/or the service provider. The measurements are reviewed on a daily, weekly, and/or monthly basis and analyzed quarterly for trends. The measures in the SLAs are an objective way to determine if the service provider is meeting the expectations set forth by PHH. The results demonstrate the service provider's ability to meet or exceed the expectations agreed upon at the time of engagement and may be used when considering the volume of business associated with the service provider. If the SLA results are not acceptable, a remediation plan and/or alternate service provider options may be evaluated.

Quality Assurance

Service providers are expected to have an established and comprehensive Quality Assurance methodology and infrastructure as commensurate with the services provided to PHH. The service provider will provide evidence of their own internal audit reviews, and monitoring of processes and functions completed for PHH, as applicable. The service provider will have specific quality expectations and may be contractually obligated to meet or exceed specific SLAs regarding the quality of the functions delegated, as applicable. The applicable business units may also perform quality audits by sampling the service provider functions performed for PHH.

Training Expectations

Service providers are required to provide a valid employee training process and methodology. It is PHH's expectation that the service provider can provide the following specific training:

- New Hire Orientation
- New Process Training
- Coaching
- Ongoing Training
- Trainer Certification

The trainers and employees may be required to pass an examination to ensure their subject matter proficiency. Members of PHH's Learning and Development department and/or other applicable PHH departments will be responsible for the proficiency assessment criteria. The training and job aids will be provided and sanctioned by Learning and Development, or other applicable departments. PHH will be responsible for synchronizing and assessing the capacity of the service provider's training process to complete the necessary training and to provide support to their employees to perform the delegated functions.

PHH has developed a Privacy & Security awareness curriculum that is mandatory for all offshore service provider employees who work on the PHH systems and account. Annually, PHH will supply the service provider with access to its training curriculum to make available to its employees, and the provider must ensure that all employees who work on the PHH systems and account take the training course. In addition, the service provider must track



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attendance to the course and upon request by PHH, provide a list of employee acknowledgement that they have taken the course.

Business Continuity

Depending on the level of criticality of the service to PHH, the service provider presents PHH with a comprehensive business continuity plan that will minimize and reduce the possibilities of a disruption of business or services. The provider may be asked to provide proven solutions to transfer business within its own locations in the event of a disaster. The vendor may also be required to maintain the ability to have multiple sites to ensure continuity in the event of a disaster. The plans cover the physical structure and the ability to have the redundancies required from a technological standpoint. At the same time, the vendor provides the ability to move its own employees into locations that will allow them to resume the business at the expectations set under the agreements and to maintain the expected SLAs

Vendor Classification/Rating

Service providers are classified in a rating system that can demonstrate the quality and ability to meet or exceed expectations in several categories. The service providers are classified as Preferred Service Providers or "Class A Service providers," Average Service Providers or "Class B Service Providers;" and Below Average Service Providers or "Class C Service Providers." Vendor Management will be responsible for maintaining a report that will classify service providers according to their latest results. As part of the classification/rating, service providers are rated on their ability to overcome issues and concerns and the ability to incorporate new processes and procedures.

- Performance Rating – Preferred Service Provider, Class A
Service providers rated an "A" are defined as our "preferred" service providers "Preferred" service providers exceed performance standards. They are market leaders in their fields, demonstrate an innovative approach, and are classified as flexible and strategically proactive partners. In addition, "preferred" service providers have strong internal process and quality controls and meet all aspects of PHH Mortgage's Service Provider Procedures and Policies.
- Performance Rating – Preferred Service Provider, Class B
Service providers rated as a "B" are defined as our "average" service providers "Average" service providers meet performance standards. They demonstrate an innovative approach and are classified as flexible and strategically proactive partners. In addition, "average" service providers may display a modest weakness in internal process and/or quality controls and/or management processes. Generally, management should be able to correct weaknesses in the normal course of business.
- Performance Rating – Preferred Service Provider, Class C
Service providers rated as a "C" are defined as our "below average" service providers. The "below average" service providers' performance does not meet our performance standards. In addition, "below average" service providers may display a degree of concern in internal controls and/or quality controls and/or management processes that can range from moderate to severe. PHH would require a remedial plan to be submitted and repeat offenses would be cause for termination.

Information Protection & Security Requirements

Purpose

The purpose of the Information Protection governance process is to initiate, and then regularly maintain oversight of third-party service providers or vendors via ongoing monitoring to identify and evaluate changes in risk from the initial assessment. Documents such as the following provide input to determine the service provider's capabilities and requirements related to information protection and security:

- Information Technology service provider security governance process
- Vendor Management – Policies and Standards Manual
- Physical security checklist



- Partner security questionnaire

Scope

PHH Mortgage has developed an oversight program to ensure service providers deliver and maintain the quality of security, privacy, and confidentiality services and controls to meet PHH basic requirements as well as provisions codified and required by contract. The program is intended to review the service provider environment including internal and physical security controls, and the potential impact of relevant external events. The priority, time, and resources devoted to overseeing service provider and outsourcing relationships is based on the risk the relationship presents to our organization, the criticality of the services provided, and the complexity of the system, process, or service being outsourced or provided

Process

Typically, the governance process incorporates the following activities:

- Initial due diligence of potential service provider(s);
- Contract negotiations and inclusion of information assurance language (security, confidentiality, privacy and audit) in the agreements as deemed appropriate; and
- Ongoing audit or monitoring of existing critical providers.

The first phase of the governance process will be the initial security review of the service provider. As appropriate, additional technology assessments and due diligence activities will be performed in conjunction with this process. The second phase of the governance process is to follow-up on issues or concerns previously identified. Initial issues that cannot be remedied in a timely manner are incorporated into the contract as follow-up items that must be resolved by a finite date or time frame. Ongoing issues or findings are tracked via the internal audit process. The final phase includes the ongoing and recurring reviews that seek to identify any significant changes in management, security stance, services, or risk management practices in the service provider that would materially affect our company, business process or infrastructure

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The Information Protection team monitors service provider security and compliance performance and potential changes in requirements throughout the life of the relationship.

Monitoring includes

- Key security and privacy contract provisions currently in effect.
- General security and physical control environment of the service provider throughout the relationship
- Review of any available audit reports and other internal control reviews
- Creation of ongoing and effective business continuity and information security monitoring programs.
- Assessing, monitoring, and providing input to the business on cross-border risks when offshore service providers are used

Procedures

The following are security considerations when selecting service providers:

- Reference and experience
- Location of service provider
- Security experience of personnel
- Background checks on personnel
- Contract assurances regarding security responsibilities and controls
- Nondisclosure agreements covering systems and data
- Ability to conduct audits on security controls
- Security incident response plans
- Disaster recovery/business continuity plans

Initial Reviews

PHH Mortgage's Information Protection team requires an initial review of a potential service provider when the proposed relationship involves processing or retaining personally identifiable information (PII) that is internally classified as either "Confidential" or "Restricted Confidential".

The due diligence process within Information Protection begins with the service provider completing our Partner Security Questionnaire document. This document assists in capturing the control measures that are applicable to a relationship in which the outside company will act as a critical software/system/service provider, a hosting company, or service bureau, or as an application service provider (ASP). The answers provided by the service provider will be used to judge the efficacy of their IT and logical/physical security controls.

The following is additional information that is uncovered in the due diligence review of outside service providers prior to production.

- Review of any service provider's use of third-parties or partners that would be used to support the outsourced operation
- Consideration of whether any additional systems, data conversions, or data connections are necessary to effect the partnership
- Evaluation of the service provider's ability to respond to service disruptions

If the nature of the relationship and the type of data PHH Mortgage will exchange with the service provider is classified as either "Confidential" or "Restricted Confidential", then the Information Protection team will require an actual site visit to review both the physical security of their data center or call center, and to confirm the veracity of the service provider's answers provided on the Partner Security Questionnaire.

The onsite review includes detailed discussions and inspection of the facility's physical security, data center, power redundancy, telecommunication infrastructure, segregation of client data and hardware, and a number of other relevant points of interest. The Information Protection team's "Physical Security Checklist" document is used as a mechanism to capture all of the appropriate elements that the team will use as criteria to judge the service provider's feasibility as a service provider.

The following are specific areas reviewed onsite:

- **Service provider's standards, policies and procedures** – Review of the adequacy of internal controls, facilities management (e.g., access requirements, sharing of facilities, if applicable), security (e.g., systems, data, equipment, etc.), privacy protections, maintenance of records, systems development and maintenance (if any), and what type of employee background checks are done (if any).
- **Business Resumption and Contingency Plans** – Review of the service provider's plan for backup and record protection, including equipment, program and data files, and documentation of disaster recovery and contingency plans. The service provider should demonstrate a plan to test the plans regularly and provide the results to PHH management. This requirement should also be part of the contract language. The service provider should provide PHH a copy of the contingency plan that outlines the required operating procedures in the event of business disruption. SLAs are typically included in the contract and detail specific provisions for business recovery timeframes that meet the institution's business requirements.

The final step of the holistic vendor review process is to incorporate consideration of other non-IT areas of risk.

Country Risk – This policy provides guidance for the monitoring and identification of country specific risks by PHH. This pertains to any country and or geographic location from where PHH's outsourced work is being executed. Country level due diligence of facilities and prospective service providers, are performed prior to making an outsourcing decision. Country Risk is an exposure to economic, social, and political conditions in a foreign country that could adversely affect a service provider's ability to meet its agreed service levels. In certain situations, Country Risks could result in the loss of PHH's data, disrupt service levels or development efforts. The Information Protection team helps to quantify Country Risk by gathering and assessing information regarding foreign political and economic conditions to address the exposures introduced by the relationship with a foreign-based provider. The Information Protection team advises the business that their risk management procedures should include the establishment of contingency, service continuity, and exit strategies in the event of unexpected disruptions in service.

PHH monitors and analyzes the following specific risks.

1. Economic Environment
 - Budgetary policies which affect outsourcing
 - Trends towards unfriendly budgetary reforms and policies
 - Changes in inflation rates
 - Embargos and sanctions by other nations
2. Political & Legal Environment
 - Relationships with neighboring countries
 - Relationship with the United States
 - Relationships with international political and economic unions
 - Changes in legislative power
 - Viewpoints and agendas of new leadership and or ministry
 - Adverse labor union activities
 - Adverse political events including the sudden demise of a national leader
 - Resignation of government officials, political scams, etc.
3. Legal Environment
 - New regulations and laws pertaining to outsourcing and intellectual property protection
 - Changes and or amendments in existing regulations and laws pertaining to outsourcing and intellectual property protection
4. Cultural Environment
 - Socio-cultural practices and beliefs may vary widely between PHH's parent country (U.S) and the country to which work is outsourced. PHH continuously monitors changes in the cultural environment in order to

ensure that any differences do not affect the service provider's operations. These cultural practices and beliefs can be local or applicable across the country.

5 Developments in the Geographic Locations of the VWS

- PHH monitors the geographic locations of the VWS for any occurrences of disasters (floods, riots, man-made disasters, etc) for the frequency and extent of impact on the VWS operations.

To the extent information is available, monitoring is facilitated by Internet-based news services (i.e. MarketWatch, Yahoo! Finance, and NASSCOM), and other information-based systems (i.e. Economist Intelligence Unit and Coface).

Compliance Risk – Compliance risk involves the impact foreign-based arrangements could have on PHH's compliance with applicable U.S. and foreign laws and regulations. PHH Mortgage's use of foreign-based third-party service providers should not inhibit our compliance with applicable U.S. laws, including consumer protection and privacy. The Information Protection team advises the business that they should consider the impact and operational requirements of foreign data privacy laws or regulatory requirements, and include appropriate legal language that requires the foreign-entity to adhere to U.S. privacy standards.

Service Provider Risk Ranking

Once the review is completed, the Information Protection team assigns a Risk rating of 1 through 3 based on the overall assessment of its findings.

1. Risk Rating – 1

- Service providers rated as a "1" exhibit strong internal controls and meet all aspects of PHH Mortgage's security and confidentiality requirements. Weaknesses in IT relative to security are minor in nature and are easily corrected during the normal course of business. Security and compliance plans are well defined and fully integrated throughout the organization. Management identifies weaknesses promptly and takes appropriate corrective action to resolve audit and regulatory concerns. The service shows no cause for diligent supervisory concern

2 Risk Rating - 2

- Service providers rated as a "2" may demonstrate modest weaknesses in internal controls, management processes, or system development. Generally, management should be able to correct weaknesses in the normal course of business. Security and compliance plans are defined but may require clarification, better coordination, or improved communication throughout the organization. Management normally identifies weaknesses and takes appropriate corrective action. Greater reliance should be placed on audit and regulatory intervention to identify and resolve concerns. The service provider is acceptable and while internal control weaknesses may exist, there are no significant supervisory concerns. As a result, supervisory action is informal and limited

3. Risk Rating - 3

- Service providers rated as a "3" exhibit some degree of supervisory concern due to a combination of control weaknesses that may range from moderate to severe. If such weaknesses persist, further deterioration in the condition and performance of the service provider is likely. Security and compliance plans are vaguely defined and may not provide adequate protection for customer data. Self-assessment practices are weak and are generally reactive to audit and regulatory exceptions. Repeat concerns may exist indicating that management may lack the ability or willingness to resolve concerns. Formal supervisory action by PHH is necessary to secure corrective action.

Ongoing Reviews

Minimally, the Information Protection team reaches out to each service provider that supports a critical business process or deals with customer personally identifiable information (PII). The review process could involve a review of the previous year's Partner Security Questionnaire responses to determine if there are any relevant updates or significant changes to their infrastructure that may impact PHH Mortgage, and may involve another onsite visit.

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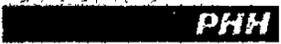
Revised: February 25, 2010

Information Protection's intention is to regularly visit each one of our critical offshore and onshore service provider partners to insure continued compliance. For non-security performance, there are a number of controls in place with the business to ensure and measure quality of service and responsiveness of the service providers. Information Protection's role of oversight and audit is to ensure that the security stance and posture of the service provider has not diminished since the last review. The second point of reference used by the Information Protection team is the Physical Security Checklist, of which the documentation from the previous year is reviewed to determine that the security controls have maintained the same or have been improved.

Frequency of Reviews

The frequency of due diligence reviews varies based on the risk profile of the service provider (i.e., the lower the risk, the less often reviews need to be done). This is described in the chart below

To increase monitoring effectiveness, management should periodically rank service provider relationships according to risk to determine which service providers require closer monitoring. Management should base the rankings on the residual risk of the relationship after analyzing the quantity of risk relative to the controls over those risks. Relationships with higher risk ratings should receive more frequent and stringent monitoring for due diligence, performance and independent control reviews (SAS 70, CobIT)



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Revised: February 25, 2010

Governance Review Priority	On-Site Reviews	On-Site/Informal Monitoring	Other
<p>High Risk Providers Service provided is either business critical, deals with sensitive PII data, or both.</p>	<p>On-site reviews should be conducted every 24 months at least, ideally annually.</p>	<p>Regular off-site or informal reviews (generally at least once between on site reviews) to confirm the risk ratings and maintain ongoing communication with the service provider</p> <p>Reviews should focus on identifying any significant changes in security stance and risk management, and following up on any issues or concerns.</p>	<p>Regular review of monitoring and oversight by PHH management and end user groups</p>
<p>Medium Risk Providers Service provided may be critical, but not as time sensitive. May involve some level of PII data</p>	<p>Onsite reviews should be conducted at least every 36 months. Discussions with company management, limited scope visits, reviews of significant security and service issues, or other alternative governance strategies can satisfy the onsite requirement.</p>	<p>Same as above for High Risk</p>	<p>Same as above for High Risk</p>
<p>Low Risk Providers Service provided is not critical, or time sensitive. Does not involve any PII data, typically information in the public domain</p>	<p>Infrequent onsite reviews For example, the governance strategy may call for an initial onsite visitation or limited scope examination.</p>	<p>Periodic (generally at least every 24 months) offsite or informal reviews to confirm the risk ratings and obtain any information for security/service review documents.</p> <p>Reviews should focus on identifying any significant changes in security stance and risk management, and following up on any issues or concerns</p>	<p>Same as above for High Risk.</p> <p>Service/service review may be combined with offsite/informal review documentation.</p>

Note: Exclusions or limitations to the performance of a detailed due diligence may be applied by PHH from time to time where in PHH's opinion the performance of such activities by PHH or its assigns are not contractually permitted, sufficient contractual indemnity exists to resolve deficiencies or the activity is unduly burdensome relative to the risk created by any potential deficiencies. In all instances, an exception or limitation is strictly applied to those vendors that are a commercially significant business that have established themselves in the marketplace as a significant vendor/service provider. Examples of such vendors include Fannie Mae

EXHIBIT 5B

Supplemental Certification of James D. Scott

**PHH Vendor Management Review
of
Service Provider**

Date of Site Review: *Date visit was completed or if no visit, date report was completed*

Location *Physical location of the site visited and/or not visited where PHH services are supported from*

Date of most recent PHH due diligence review.

PHH Vendor since

Introduction

Brief overview of company, services that they support, who they support internally at PHH (dept.), and from what location(s)

Update as of 00/00/00 due diligence review.

Scope of Review

Reason for the report (i.e. annual due diligence, new service provider, etc.) and an outline of what will be covered in the remainder of the document.

The areas of review that are in scope for the Vendor Management Audit review include:

Business Strategy	Review company strategy for current and future initiatives.
Recruitment of personnel	Overview of recruitment and retention strategy.
Training	Review training program.
Process	Evaluate escalation protocol and documentation of processes.
Operations	Assess process standards, evaluation of employee performance, and remedial plans, if required.
Measurement Systems	Definition of metrics and process to measure by.
Quality	Evaluate quality process and impact to us as a customer.
Change Management/ Implementation	Overview of how the service provider integrates process and project management.
Financial Review	A summary of the financial review that was completed during the due diligence process.

I. Strategy

Update as of 00/00/00 due diligence review

II. Recruiting and HR

Update as of 00/00/00 due diligence review:

III. Training

Update as of 00/00/00 due diligence review

IV. Process

Update as of 00/00/00 due diligence review.

V. Operations

Update as of 00/00/00 due diligence review

VI. Measurement Systems

Update as of 00/00/00 due diligence review.

VII. Quality – *if inserting metrics, please make sure you have the most recent six (6) months reflected as of the quarter you are writing this report (e.g. report date is June, sales results are available at a minimum from November through April). Goal would be to have twelve (12) months.*

Update as of 00/00/00 due diligence review:

VIII. Change Management

Update as of 00/00/00 due diligence review:

IX. Financial Review

Conclusion: *Service Provider Rating – Data/information to support conclusion.*

Update as of 00/00/00 due diligence review:

Due Diligence Completed by:

Ratings Definitions of Service Providers

Performance Rating – A

Service providers rated an “A” are defined as our “preferred” service providers. “Preferred” service providers exceed performance standards. They are market leaders in their fields, demonstrate an innovative approach, and are classified as flexible and strategically proactive partners. In addition, “preferred” service providers have strong internal process and quality controls and meet all aspects of PHH Mortgage’s Service Provider Procedures and Policies.

Performance Rating – B

Service providers rated as a “B” are defined as our “average” service providers. “Average” service providers meet performance standards. On average, they demonstrate an innovative approach and are classified as relatively flexible and strategically proactive partners. In addition, “average” service providers may display a modest weakness in internal process and/or quality controls and/or management processes. Generally, management should be able to correct weaknesses in the normal course of business.

Performance Rating – C

Service providers rated as a “C” are defined as our “below average” service providers. The “below average” service providers’ performance does not meet our performance standards. In addition, “below average” service providers may display a degree of concern in internal controls and/or quality controls and/or management processes that can range from moderate to severe. PHH would require a remedial plan to be submitted and repeat offenses would be cause for termination.

End of Report

PHH Confidential

EXHIBIT 5C

Supplemental Certification of James D. Scott

**PHH Vendor Management Review
of
LOGS LLC**

Date of Site Review: October 6, 2010

Location: 4190¹ Belfort Road, Ste 200, Jacksonville, FL 32216

Date of most recent PHH due diligence review: November 25, 2008

PHH Vendor since: 2006

Introduction

LOGS, LLC is a privately owned company that provides foreclosure and bankruptcy services for PHH Mortgage's Servicing department under Jim Scott. Foreclosures are processed from referral to sale and bankruptcies from filing to release. Servicing currently utilizes three (3) vendors to perform these services

Update as of 10/06/10 due diligence review: LOGS is now handling foreclosure and bankruptcy volume in all states. They employ ten (10) team players in the Jacksonville location, and seven (7) onsite in the PHH office in Mt. Laurel, NJ. Of the seven (7) team players located in Mt. Laurel, three (3) are temporary team players. All team players have a minimum of five (5) years mortgage banking experience.

Scope of Review

The scope of this report is a periodic due diligence review of LOGS, LLC. The report will exhibit a reflection of the service LOGS provides PHH Mortgage as it relates to foreclosure and bankruptcy processes in respect to the following areas of review:

The areas of review that are in scope for the Vendor Management Audit review include:

Business Strategy	Review company strategy for current and future initiatives.
Recruitment of personnel	Overview of recruitment and retention strategy
Training	Review training program
Process	Evaluate escalation protocol and documentation of processes.
Operations	Assess process standards, evaluation of employee performance, and remedial plans, if required.
Measurement Systems	Definition of metrics and process to measure by.

Quality	Evaluate quality process and impact to us as a customer.
Change Management/ Implementation	Overview of how the service provider integrates process and project management
Financial Review	A summary of the financial review that was completed during the due diligence process.

I. Strategy

LOGS' mission is to be the leading provider of default management services for the mortgage industry. Their areas of concentration include foreclosure, bankruptcy, eviction, Real Estate Owned (REO) management, and loss mitigation. With the exception of one (1) other small client, the Jacksonville location of LOGS processes only PHH work. The office is currently looking to grow and obtain new clients.

Update as of 10/06/10 due diligence review: The Jacksonville office is currently only processing work for PHH Mortgage.

II. Recruiting and HR

Prior to 2006, PHH had a relationship with LOGS Financial Services. This company was purchased by First American, which was then replaced by Fidelity. During the time that the work was with LOGS/First American, the LOGS, LLC group was created. PHH then contracted with the new LOGS due to the previous relationship and our comfort with their services. The LOGS site in Jacksonville was closed for approximately one year, and when LOGS was recreated, the decision was made to reopen in Jacksonville due to the talent in the area. LOGS' current recruiting strategy is to post job openings on JaxJobs.com, however, through word of mouth, LOGS typically ends up rehiring past employees of LOGS Financial Services.

Update as of 10/06/10 due diligence review: LOGS now currently employs a total of thirteen (13) employees in the Jacksonville location (ten (10) associates and three (3) managers). Employees on the PHH account have an average tenure of three (3) years. LOGS recently implemented two (2) improvements in their HR functions. They now use Palm Biometrics for timestamps and payroll. In early 2010, LOGS began using a firm known as "Hire Right" to complete background checks on new employees. Employees do not start on the PHH program until the background check is successfully completed. At this time, LOGS does not require drug testing for employees located at the Jacksonville site.

Recommendation: None

III. Training

Due to the size of the office, no formal training program exists. Also, due to the current recruiting strategy, limited training is needed. Employees are trained and cross-trained on the job until both the employee and management is comfortable with the performance. Management performs internal audits to ensure that the employee is meeting expectations. If an employee is not meeting expectations, they are placed on a performance improvement plan. Training manuals are provided and updated by PHH and placed on a shared drive.

When asked about ongoing privacy and security training, LOGS mentioned that team players are required to read and acknowledge an electronic communication policy. Information Protection reviewed as a part of their audit and determined that LOGS has sufficient documented policies and procedures. The only notable exception was an information classification policy. That has since been remediated and a copy was provided to PHH.

Update as of 10/06/2010 due diligence review. None for Process training. In 2010, LOGS began participating in PHH's annual Fair Lending and Privacy and Security Awareness Training. All vendors who access PHH Mortgage information via a Citrix connection are now required to participate in this annual training and certification process.

Recommendation: None.

IV. Process

Update as of 10/06/10 due diligence review: Task or loan level issues are escalated to PHH Mortgage team players using a general e-mail box, when LOGS does not have the authority to handle the issue themselves. Issues are escalated directly to the DLD Manager (Jim Scott) when an issue is not resolved through the general e-mail box. Normal technical issues are addressed by calling The PHH IT Help Desk. If additional assistance is needed, the issue is also escalated to the DLD Manager (Jim Scott).

Recommendation: None.

V. Operations

Work queues are assigned through Fidelity's Desktop application. The work queue consists of a specific task within the foreclosure or bankruptcy process. There is a foreclosure complex processor, sale result processor, figures processor, bid processor, document processor and bankruptcy processor. Team players at LOGS are assigned to these primary work queues, and those queues are monitored daily for compliance. Team players are cross trained on one or more other work queues in the event that a

team player is absent or additional help is needed on any one queue. They also utilize overtime to manage through high volume periods.

Update as of 10/06/2020 due diligence review: LOGS utilizes LPS' (formerly Fidelity) Desktop Application, along with Process Management and Invoice Management. LOGS also uses PHH's Doc Viewer application along with LPS's Document Management application to locate documents.

Recommendation: None.

VI. Measurement Systems

LOGS utilizes the LPS' Desktop application to monitor team player compliance to turn time expectations on a daily basis. PHH produces reporting on compliance SLAs on a monthly basis and publishes those reports on a shared drive for review. LOGS reviews these reports monthly and prepares and disputes at that time. PHH does a final review of those disputes and makes changes to the reports that are housed in the shared drive as necessary. While on site, the reports were viewed and disputes were demonstrated.

Update as of 10/06/10 due diligence review. A review of LOGS performance from October 2009 to October 2010 consistently meets or exceeds the agreed upon targets determined by the contractual service level agreements.

Recommendation: The business owner (Jim Scott) should perform a review of the current performance standards to determine if the metrics used are still valid. This review should be completed by the end of the third quarter.

Update as of February 1, 2011. Jim Scott has confirmed that the service level standards are still valid and consistent with the service levels that measure all service providers that perform foreclosure/bankruptcy operations.

VII. Quality

Quality reviews are completed internally, though the process is not formalized. Team players turn in tasks to their leadership, and leadership reviews for accuracy. If a team player is not meeting expectations, this is documented as part of a performance improvement plan for the team player. No specific internal quality reports are completed. PHH does not have specific quality related SLAs, though agreed upon Service Levels are directly connected to the quality of work achieved by LOGS.

Update as of 10/06/10 due diligence review: None

VIII. Change Management

Any changes to procedures are communicated by PHH's DLD team via e-mail and/or conference calls. The updates are communicated to the staff via e-mail and discussions are held to check for understanding. The procedures are documented on the shared drive, so any changes to procedures are also made to the documentation housed there. Due to the size of the office and small number of clients, the assumption is that there is no example of a recent large implementation. However, the company recently switched to the new Fidelity Desktop process switch with no service interruption.

Update as of 10/06/10 due diligence review: None

IX. Financial Review

A financial review of LOGS was completed in 2010. The PHH Finance department determined that LOGS is currently viable at the time of the review.

Conclusion: B

LOGS demonstrated that they have the ability and capacity to meet all performance standards. They are a small office, so do not have some of the performance / quality improvement processes that were observed at other vendors performing similar functions. However, the lack of these improvement processes does not represent a material weakness because of the size of the vendor and fact that implementing such processes would probably be cost prohibitive for the vendor. PHH has a long standing relationship with this vendor and they have consistently met and exceeded all performance expectations.

Update as of 10/06/2010 due diligence review: None

Due Diligence Completed by: Angela Kennamer

Ratings Definitions of Service Providers

Performance Rating – A

Service providers rated an "A" are defined as our "preferred" service providers. "Preferred" service providers exceed performance standards. They are market leaders in their fields, demonstrate an innovative approach, and are classified as flexible and strategically proactive partners. In addition, "preferred" service providers have strong internal process and quality controls and meet all aspects of PHH Mortgage's Service Provider Procedures and Policies.

Performance Rating – B

Service providers rated as a "B" are defined as our "average" service providers. "Average" service providers meet performance standards. On average, they demonstrate an innovative approach and are classified as relatively flexible and strategically proactive partners. In addition, "average" service providers may display a modest weakness in internal process and/or quality controls and/or management processes. Generally, management should be able to correct weaknesses in the normal course of business.

Performance Rating – C

Service providers rated as a "C" are defined as our "below average" service providers. The "below average" service providers' performance does not meet our performance standards. In addition, "below average" service providers may display a degree of concern in internal controls and/or quality controls and/or management processes that can range from moderate to severe. PHH would require a remedial plan to be submitted and repeat offenses would be cause for termination.

End of Report

PHH Corporation Information Protection Review of LOGS

Date of Review: October 6, 2010

Location: Jacksonville, FL

Revised: October 8, 2010

Introduction: LOGS (Law Offices of Gerry Shapiro) is one of PHH's latest default outsourcers. LOGS, which is headquartered in Bannockburn, Illinois, specializes in designing comprehensive and cost-effective legal and outsourcing solutions for the residential mortgage and consumer credit industry.

Doing business with PHH since April 2006, LOGS handles all of the new foreclosure referrals and new bankruptcy filings that are not currently in foreclosure certain states for PHH, and includes Veterans' Association, Fannie Mac, Freddie Mac, Fidelity and certain restricted business sources. LOGS now uses the LPS tool – LPS Desktop. PHH apps used include iDesk, and L: drive access all via a Citrix session.

In addition to the offsite LOGS personnel working on our behalf in Jacksonville, there are seven LOGS on site representatives at PHH that will be focusing on referrals and obtaining documents for the attorneys.

Scope of Review: LOGS operates from a suite within a business park especially for PHH in Jacksonville, Florida. The suite currently houses approximately 10 employees plus 3 management staff and is used to process PHH default work, strictly foreclosure & bankruptcy work. LOGS recently relocated into this newer space within the last month (September 2010), gaining them considerably more space for growth.

Conclusion: Overall, considering the relative exclusivity of the processing of PHH work within the suite, and since no hard copy data will reside in the suite (access to PHH systems is all through Citrix) LOGS - Jax meets the minimum PHH Mortgage Information Protection physical security requirements. (Areas of recommended improvement from the previous visit have been addressed or otherwise remediated.)

Observations and Recommendations

Security Policies – According to responses noted in the Partner Security Questionnaire, LOGS has sufficient documented policies and procedures.

Recommendation: None

Organizational Security – No issues or concerns. Organizational security is managed from the LOGS Corporate headquarters. Only local desktop issues are handled in Jax. A standard desktop image is created by Corporate and all machines are imaged there first before being put into production in Jacksonville. ESET NOD32 antivirus and the Windows firewall are standard on all machines. Websense is used for content filtering and whitelisting of approved URLs. Local users have no local administration on their machines. Roaming machine profiles allow people to move from machine to machine if necessary.

HireRite is their provider of background checks.

Asset Classification & Control – No issues or concerns. LOGS uses InTuit's TrackIT to keep track of all assets that come into and leave their organization.

Recommendation: None

Personnel Security – LOGS has created a “delivering Information Security Awareness to Employees” policy and program which details how awareness messages are communicated to permanent staff. Communication with the employees in regards to security awareness is sent out at least on a quarterly basis. Delivery channels include: Employee Handbook

- Formal Training
- Email
- Internal Websites
- External Websites

No ongoing annual formally documented awareness is given to employees with an acknowledgment required.

Recommendation: PHH can make the annual Privacy & Security awareness training it gives to all its employees and key service providers available to LOGS to ensure that its employees understand exactly what is important to PHH.

LOGS Response (10/14/10): “We acknowledge the recommendations for the annual security awareness program for the employees. Please let us know when we will be able to participate in the PHH awareness training that is upcoming. We will have our own program after this going forward.”

Communication & Operations Management – The architecture in place between PHH and LOGS consists of two redundant Internet B2B VPNs configured directly between LOGS' Jacksonville location and PHH Mortgage's two data centers. A disaster recovery DSL is also in place between Jax and NJ.

The Jax office is a node on the LOGS MPLS network.

LOGS has a single machine that has a dial-up modem which must be used to connect to Freddie Mac's MIDANET application and transmits sales results. That machine is not connected to the LOGS network.

No intrusion detection system currently exists within the LOGS network. LOGS is using a syslog server and LogRhythm software to collect all of firewall logs and reviews them on a daily basis for issues and event correlation. We are using this until we get an IDS/IPS system in place. According to a discussion with Scott Cherry, Security Manager for LOGS Group, LOGS has just purchased ASA 5540 boxes with IDS capabilities in them and hopes to implement an Intrusion Detection and Prevention system in Q4 2010.

Recommendation: Implementation of an IDS system, at least network-based should be prioritized for deployment as soon as reasonably possible.

LOGS Response (10/14/10): "We also acknowledge the need to implement an IDS System and are scheduled to be complete with this by the end of November 2010."

Update: (03/11/11): IPS System in place and verified.

Access Control – The newer LOGS suite is considerably larger (15000+ square feet) than the two previous locations in Jacksonville. A separate, dedicated area has been set aside exclusively for the PHH team and work. The LOGS suite is on the second floor of a large building that has a number of larger tenants on the first floor, notably a bank. There is no receptionist at the building entrance or CCTV cameras in the PHH section, though I was told there is a roving patrol on-site. The cardkey access is required into the building after normal business hours.

There is now a motion detector in the front area of the suite to alert the employees when someone passes through the front door. A small anteroom area exists before visitors can enter the production area. Card key access is required now into the LOGS suite. Employees use palm biometrics for timekeeping purposes. No PHH data resides within the facility as all data is accessed via Citrix.

Applications that the onsite LOGS employees use: Outlook, Access, Excel, I-desk, CDMS, CIV, OmniWeb, EFP (Electronic File Print), access to M-drive and L-drive for various databases or spreadsheets (BANKO daily/weekly reconciliations, original document database, ordering CUNA files).

Recommendation: None

Systems Development & Maintenance – No issues or concerns

Recommendation: None

Business Continuity & Disaster Recovery – No issues or concerns LOGS appears to have a solid documented DR/BCP plan in place. A “Disaster Recovery Management Team” takes the lead in coordinating the response to and recovery from any disaster situation by communicating and working through the specific recovery teams. The Elks Grove location (secondary, co-located DR site within an Equinix facility) is a hot Site for their Bannockburn (headquarters) location.

Backup data tapes are sent via FedEx to Bannockburn, IL nightly

Recommendation: None

Compliance with Legal/Regulatory Requirements – No issues or concerns.

Recommendation: None

Physical Security & Environmentals – There is no data center, per se, in this suite. The ‘server’ room is now within a small locked room within the suite and all of the equipment that connects to PHH is housed here. The room contains a DNS server, T1 router, UPS hardware, DVR machine and switches. The MIS Manager, Office manager and the EVP have the key to this room. The room has no windows.

Recommendation: None

Risk Rating – “1”

Ratings Definitions of Service Providers

Risk Rating - 1

Service providers rated as a “1” exhibit strong internal controls and meet all aspects of PHH Mortgage’s security and confidentiality requirements. Weaknesses in IT relative to security are minor in nature and are easily corrected during the normal course of business. Security and compliance plans are well defined and fully integrated throughout the organization. Management identifies weaknesses promptly and takes appropriate corrective action to resolve audit and regulatory concerns. The service shows no cause for diligent supervisory concern.

Risk Rating - 2

Service providers rated as a “2” may demonstrate modest weaknesses in internal controls, management processes, or system development. Generally, management should be able to correct weaknesses in the normal course of business. Security and compliance plans are defined but may require clarification, better coordination, or improved communication throughout the organization. Management normally identifies weaknesses and takes

appropriate corrective action. Greater reliance should be placed on audit and regulatory intervention to identify and resolve concerns. The service provider is acceptable and while internal control weaknesses may exist, there are no significant supervisory concerns. As a result, supervisory action is informal and limited.

Risk Rating - 3

Service providers rated as a "3" exhibit some degree of supervisory concern due to a combination of control weaknesses that may range from moderate to severe. If such weaknesses persist, further deterioration in the condition and performance of the service provider is likely. Security and compliance plans are vaguely defined and may not provide adequate protection for customer data. Self-assessment practices are weak and are generally reactive to audit and regulatory exceptions. Repeat concerns may exist indicating that management may lack the ability or willingness to resolve concerns. Formal supervisory action by PHH is necessary to secure corrective action.

End of Report

EXHIBIT 7

Supplemental Certification of James D. Scott

PHH Mortgage Services



FORECLOSURE AFFIDAVIT REVIEW CHECKLIST

**PLEASE REMEMBER THAT AFFIDAVITS ARE A SNAPSHOT IN TIME.
PLEASE MAKE SURE THAT YOU ARE REFERENCING THE TIME PERIOD
WHEN THE AFFIDAVIT IS BEING EXECUTED.**

- ✓ Validate that you are reviewing the current affidavit that will be relied upon by the Court or foreclosure attorney for the foreclosure action
- ✓ Validate borrower name(s) on affidavit matches the loan information being reviewed. Borrower names on MSP will only match those signed on the Note. Additional borrower names may be found on MAS1-BOR1 or a copy of the Mortgage or Deed of Trust or title work may need to be reviewed to validate additional names.
- ✓ Validate borrower property address on affidavit matches the loan information being reviewed
- ✓ Validate the name we are foreclosing in to the affidavit and/or loan documentation/title work if necessary.
- ✓ The following list is not exhaustive and may or may not be applicable to the affidavit being reviewed. Validate loan information such as
 - loan due date
 - payment amounts (PMT2, PCH1)
 - loan origination date (p190, p194, Note/MTG/DOT)
 - original UPB (p190, p194, Note/MTG/DOT)
 - current UPB (p190, FOR1, P309)
 - unpaid interest (PAY4)
 - per diem interest (PAY4)
 - escrow advances (P309, TAX1/TAXN, HAZ1/HAZN)
 - MIP (P309, PAY4)
 - property inspections (FEE1, fee type 4)
 - late charges (FEE1, fee type 1)
 - NSF fees (FEE1, fee type 2)
 - MRCA/corporate advances (P309, /s5)
 - Military status validation (Department of Defense website <https://www.dmdc.osd.mil/appj/sera/seraHome.do>)
 - Our security instrument recording information (title work, actual MTG/DOT)
- ✓ Contact the notary and execute the affidavit in the presence of the notary.

EXHIBIT 8

Supplemental Certification of James D. Scott

User Group Memberships and Approval Amounts

User Name	Company	Group Name	Department (for approvals)	Approval Amount (s)			
Andrea Finkel	PHH Mortgage	Business Objects Servicer Reports	Import/Export Notification				
			Investor Management Reports				
			Invoice Management Reset Invoices- Balancing Group				
			Invoice Management Standard	*All Departments	0 00*		
				Appraisal	1000.00		
				Bankruptcy	10000 00		
				BPO	1000 00		
				Deed-in-Lieu	5000 00		
				Default Service	10000 00		
				Eviction	5000.00		
				Foreclosure	10000 00		
				Litigation	10000 00		
				Property Pres	10000 00		
				Property Pres.	5000.00		
Ashley Manderville	PHH Mortgage	Investor Management Reports	Invoice Management Reset Invoices- Balancing Group				
			Invoice Management Standard	*All Departments	0 00*		
				Appraisal	1000 00		
				Bankruptcy	10000 00		
				BPO	1000 00		
				Deed-in-Lieu	5000 00		
				Eviction	5000 00		
				Foreclosure	10000.00		
				Litigation	10000.00		
				Property Pres.	10000.00		
				Property Pres.	5000 00		
				Reset Invoice			
			Courtney Jackson	PHH Mortgage	Import/Export Notification	Invoice Management Reset Invoices- Balancing Group	
						Invoice Management Standard	*All Departments
	Appraisal	1000 00					
	Bankruptcy	10000 00					
	BPO	1000.00					
	Deed-in-Lieu	5000 00					
	Eviction	5000 00					
	Foreclosure	10000.00					
	Litigation	10000 00					
	Property Pres.	5000 00					
	Reset Invoice						
Dara Morris	PHH Mortgage	Business Objects Servicer Reports				Check Payment File Import Notification	
						Final Bill Import Notification Only	
						Import/Export Notification	
			Invoice Management Circulation Notifications				
			Invoice Management Performance Notifications				
			Invoice Management Reset Invoices- Balancing Group				

Invoice Management Servicer Admin			
		Invoice Management Standard	*All Departments 0.00*
			Appraisal 5000.00
			Bankruptcy 15000.00
			BPO 1500.00
			Deed-in-Lieu 5000.00
			Default Service 20000.00
			Eviction 10000.00
			Foreclosure 25000.00
			Litigation 25000.00
			Property Pres 10000.00
			Property Pres 20000.00
		Password/Add Users	
		Pending Approval Notification	
		Reports	
		Reset Invoice	
Gary Lewitt	PHH Mortgage	Invoice Management Standard	*All Departments 0.00*
			Appraisal 1000.00
			Bankruptcy 10000.00
			BPO 1000.00
			Deed-in-Lieu 5000.00
			Eviction 5000.00
			Foreclosure 10000.00
			Litigation 10000.00
			Property Pres 5000.00
James Scott	PHH Mortgage	Business Objects Servicer Reports	
		Check Payment File Import Notification	
		Final Bill Import Notification Only	
		Import/Export Notification	
		Invoice Management Circulation Notifications	
		Invoice Management Performance Notifications	
		Invoice Management Reset Invoices- Balancing Group	
		Invoice Management Servicer Admin	
		Invoice Management Standard	*All Departments 0.00*
			Appraisal 5000.00
			Bankruptcy 15000.00
			BPO 1500.00
			Deed-in-Lieu 5000.00
			Eviction 10000.00
			Foreclosure 25000.00
			Litigation 25000.00
			Property Pres 10000.00
			Property Pres 20000.00
		Password/Add Users	
		Pending Approval Notification	
Madeline Burgos	PHH Mortgage	Invoice Management Standard	*All Departments 0.00*
			Appraisal 1000.00
			Bankruptcy 10000.00
			BPO 1000.00
			Deed-in-Lieu 5000.00
			Eviction 5000.00
			Foreclosure 10000.00
			Litigation 10000.00

		Property Pres	5000 00	
Shannon Tomasso	PHH Mortgage	Check Payment File Import Notification		
		Final Bill Import Notification Only		
		Import/Export Notification		
		Invoice Management Circulation Notifications		
		Invoice Management Performance Notifications		
		Invoice Management Reset Invoices- Balancing Group		
		Invoice Management Servicer Admin		
		Invoice Management Standard	*All Departments	0 00*
			Appraisal	5000 00
			Bankruptcy	15000 00
			BPO	1500 00
			Deed-In-Lieu	5000.00
			Eviction	10000.00
			Foreclosure	25000 00
	Litigation	25000 00		
	Property Pres	10000.00		
	Property Pres.	20000 00		
	Password/Add Users			
	Pending Approval Notification			
Tina Wilson	PHH Mortgage	Business Objects Servicer Reports		
		Import/Export Notification		
		Invoice Management Reset Invoices- Balancing Group		
		Invoice Management Standard	*All Departments	0 00*
			Appraisal	1000.00
			Bankruptcy	10000 00
			BPO	1000 00
			Deed-in-Lieu	5000 00
			Default Service	15000 00
			Eviction	5000.00
			Foreclosure	10000 00
			Litigation	10000 00
			Property Pres	5000 00
			Reset Invoice	
Yazmin Rodriguez	PHH Mortgage	Invoice Management Standard	*All Departments	0.00*
			Appraisal	1000 00
			Bankruptcy	10000 00
			BPO	1000 00
			Deed-in-Lieu	5000 00
			Eviction	5000 00
			Foreclosure	10000.00
			Litigation	10000 00
			Property Pres	5000 00

EXHIBIT 9

Supplemental Certification of James D. Scott

Bankruptcy/Foreclosure Training

- Lerner, Sampson & Rothfuss provided onsite training on KY and OH foreclosures and bankruptcies on May 25, 2010. This training covered a detailed timeline from attorney referral receipt through sale, current and pending foreclosure legislation in both states, and general bankruptcy best practices specific to KY & OH.
- NDEX West and Barrett, Daffin, Frappier, Turner & Engel performed onsite training on CA, GA, NV and TX foreclosures and bankruptcies on June 11, 2010. This training covered a detailed timeline from attorney referral receipt through sale, current and pending foreclosure legislation in all states, and general bankruptcy best practices specific to those states.
- On June 28, 2010 John Crane of Pendergast & Jones provided bankruptcy training on current best practices nationwide and pending changes in 2011 to bankruptcy rules impacting mortgage servicers.
- On August 16, 2010 Hopp Law and Rogers, Townsend & Thomas performed onsite training on foreclosure and bankruptcy in the states of CA, NV, CO, NC & SC. A special emphasis on the Nevada foreclosure mediation effort was included.
- On August 25, 2010, PHH sent over 25 selected team players from Collections, Loss Mitigation, Foreclosure and Bankruptcy and REO to an off-site training in Philadelphia, PA that covered default best practices and loss mitigation in the current environment run by attorneys in the ALFN.
- Morris and Associates provided onsite training on LA & MS foreclosures and bankruptcies on October 12, 2010.
- On October 13, 2010 Kozeny & McCubbin performed onsite foreclosure and bankruptcy training for the states of KS, MO & NE.
- On October 15, 2010, the distribution of the foreclosure affidavit checklist and refresher training on the execution of foreclosure documents was provided to PHH authorized signers by the PHH Foreclosure Manager.

Bankruptcy/Foreclosure Training

- Fisher and Shapiro and Shapiro and Denardo provided onsite training on foreclosures and bankruptcies for the states of IL & PA on October 22, 2010.
- In November 2010, refresher training was provided by PHH in-house counsel Walter Wronka for PHH Servicing authorized signers and notaries on proper execution and notarization of legal documents.
- On January 25, 2011, the V.A. performed onsite training for default and loss mitigation representatives regarding the use of VALERI, claim filing, loss mitigation, bill of collections and SCRA.
- On March 4, 2011, David Rosen, foreclosure litigation counsel for Prince Lobel in Boston, MA, provided onsite training regarding affidavit compliance, current litigation trends in foreclosure and foreclosure litigation best practices.
- NRT REO Experts and McCalla Raymer performed an onsite training on evictions, Protecting Tenants at Foreclosure Act of 2009, personal property issues in evictions and SCRA on March 14, 2011.
- On March 18, 2011, PHH authorized signers participated in a training conference call with NJ firm Phelan, Hallinan & Schmieg on NJ certification requirements and certification checklists.
- On May 16, 2011, Phelan, Hallinan & Schmieg performed an onsite training on NJ & PA foreclosure and bankruptcy best practices, impact of recent court rulings on the completion of NJ foreclosure certifications, and foreclosure mediation protocols and requirements in NJ and PA.
- On June 13, 2011, LOGS attorneys from the states of PA, TN, AR, & OH conducted onsite training related to PA mediations/conciliation requirements, OH foreclosure affidavit requirements, and new foreclosure legislation in the states of AR & TN.

EXHIBIT 6A

Supplemental Certification of James D. Scott

Loss Mitigation Policy

Our investors require us to offer loss mitigation to delinquent customers. As documented in FHA/VA Single Family guidelines, as well as the FNMA/FHLMC servicing guides

Therefore, it is mandatory that we discuss and/or engage in loss mitigation with every customer who *is not* able to bring their account current within the next 15 days or at risk of imminent default. Once loss mitigation is discussed or the borrower refuses, you must clearly document the system. If it is not noted, we will assume that it was not discussed. To ensure compliance with this policy we are requiring you to do the following:

- **Loans due for 0 months** – Loss Mitigation/BITB must be solicited to every homeowner that mentions the probability of imminent default
- **Loans due for 1 month** - Loss Mitigation/BITB must be solicited to every homeowner who is unable to bring their loan current within 15 days and/or end of month
- **Loans due for 2 months** – Loss Mitigation/BITB must be solicited to every homeowner who is unable to bring their loan current within 15 days and/or end of month
- **Loans due for 3+ months** – Loss Mit/BITB must be solicited every 30 days unless loan is brought current during call

Our number one objective is to help customers bring their account current and avoid foreclosure. Following this policy is very important to ensure investor and/or insurer compliance and achieving our goal of promoting home ownership to our customers. Failure to follow this policy may result to disciplinary action, up to and including termination of employment.

EXHIBIT 6B

Supplemental Certification of James D. Scott

PHH Mortgage

PHH

2001 Bishops Gate Boulevard
Mt Laurel NJ 08054

Tel 800-449-8767
Fax 856-917-8300

March 11, 2011

Loan Number: [REDACTED]
Property Address: [REDACTED]

[REDACTED]
[REDACTED]
[REDACTED]

Dear Customer,

We understand that you may be experiencing financial problems that could result in the foreclosure and loss of your home. We also understand that the temporary or long-term difficulties that caused you to fall behind in your mortgage payments may be due to reasons beyond your control. We may be able to help by partnering with you to find a solution.

Your loan is currently in default and due for the February 01, 2011 payment. There are several options that may help you retain ownership of your home. There are also options available that may assist you in selling the property if you are unable to retain ownership of your home.

To determine the best option to help you avoid foreclosure and the possible loss of your home, we must hear from you. Although we are eager to assist you with a solution to your financial situation, we will not delay the foreclosure action if the delinquency is not cured or if future payments are not made. Time is of the essence and we encourage you to respond immediately to avoid the possible credit impact and tax consequences of foreclosure.

Please contact us today to explain your circumstances so we can review your situation for one of the following Homeowner Assistance Programs.

HAMP - You may be eligible for the Home Affordable Mortgage Program (HAMP), part of the initiative announced by President Obama to help homeowners.

As your mortgage loan servicer, we will work with you in an effort to make your mortgage payment affordable. You will not pay any fees to take advantage of this opportunity to modify your mortgage loan payment and keep your home. Now is the time to act. We are ready to help you.

Here's how it works: We will determine if you are eligible based on your situation. If you are eligible, we will look at your monthly income and housing costs, including any past due payments, and then determine an affordable mortgage payment.

At first you will make new, affordable monthly payments on your mortgage loan during a trial period. If you make those payments successfully and fulfill all trial period conditions, we will permanently modify your mortgage loan.

Log in to MortgageQuestions.com --- your servicing website connection.

PHH Mortgage

PHH

2001 Bishops Gate Boulevard
Mt Laurel NJ 08054

Tel 800-449-8767
Fax 856-917-8300

The modification may involve some or all of the following changes to your mortgage loan: 1.) Bringing your account current, 2.) Reducing the interest rate on your loan, 3.) Extending the term of your loan and/or delaying your repayment of a portion of the mortgage principal until the end of the loan term.

If you do not qualify for a loan modification under this program, or do not want to stay in your home, we will work with you to explore other options available to help you keep your home or ease your transition to a new home. These options are listed below

Repayment Plan - An agreement based on your financial situation that allows you to repay the delinquent payments over an agreed number of installments or timeframe.

Loan Modification - An agreement to restructure the original terms of your loan to add the delinquency to the balance of your loan. Adjustments to your loan terms may include, but are not limited to, interest rate, maturity date, and principal balance.

Pre-foreclosure Sale - We will allow you to sell the property at market value and may accept an amount less than the amount necessary to payoff your mortgage loan

Deed-in-lieu - As a last resort, you may be able to voluntarily "give-back" your property for a complete satisfaction of your mortgage obligation

Time is critical and an immediate response is your first step toward finding a solution. A financial package including proof of income, expenses, and assets must be submitted to complete your request for a Homeowner Assistance Program.

Please contact 1-800-330-0423 for additional information and to begin the Homeowner Assistance process.

Sincerely,

Loan Counseling Center
Mortgage Service Center

This is an attempt to collect a debt, any information obtained will be used for that purpose.

XC088 CPI

Log in to MortgageQuestions.com --- your servicing website connection.

EXHIBIT 6C

Supplemental Certification of James D. Scott

To receive assistance, you must fill out the forms completely. Sign and date where indicated by this icon.



Return the forms marked with this icon as soon as possible.



Dear Customer,

Thank you for contacting us about the assistance programs which are available for homeowners who are having trouble making mortgage payments due to financial hardship.¹

If your financial hardship is temporary, we may be able to help you keep your home and avoid foreclosure via a **repayment plan** or a **loan modification**. If you are experiencing a long-term or permanent financial hardship, we may be able to help you avoid foreclosure as well, but it may require selling your home (**pre-foreclosure** or **short sale**) or voluntarily giving up the deed to your property (**deed-in-lieu**).²

As your loan servicer, we want to work with you to find the option that is best for you.

It is very important for you to send us the following information right away:

- 1) Complete the attached forms, which are listed below. Make sure you fill in all of the information completely, you and your co-borrowers must sign and date forms where indicated.
 - a **Request for Workout Option form**—explaining your financial hardship
 - b **Borrower's Financial Statement form**—providing your personal information, income, assets and liabilities
 - c **Monthly Expenditures form**—providing your monthly household expenses, car payments, credit card payments and other expenses
 - d **Hardship Affidavit**—certifying your hardship as true and accurate
- 2) Pay stubs for the last 45 days for all borrowers on your loan.
- 3) Verification of deposit (for the last 45 days) into the checking or savings accounts for all income sources for all borrowers on your loan.
- 4) If you are considering a short sale or deed-in-lieu, include a copy of the listing agreement as well as your most recent checking and savings account bank statements.

Fax all of this information to the Loss Mitigation Department at (856) 917-2848 using the enclosed fax cover sheet or mail to:

Mortgage Service Center
Mail Stop SV21
2001 Bishops Gate Blvd.
Mt. Laurel, NJ 08054
ATTN: Loss Mitigation

The documents you send must be complete or we will return your package, which will delay the processing of your request for assistance.

Please reply soon. Any delay may prevent us from helping you find the best solution.

Please contact the Loss Mitigation Department at (800) 750-2518 if you have any questions or need additional information about our Homeowner Assistance Program.

Thank you.

Sincerely,

Loss Mitigation Department
(800) 750-2518
Fax (856) 917-2848

1 Our conversation, this correspondence and our offer to review any information that you submit DO NOT REPRESENT A GUARANTEE that relief will be granted by the mortgage loan investor, the insurer or guarantor of your loan, as applicable. IF YOU HAVE BEEN NOTIFIED THAT FORECLOSURE ACTIVITY HAS BEGUN, SUCH ACTIVITY WILL CONTINUE UNTIL YOUR LOAN IS CURRENT OR UNTIL YOU RECEIVE FORMAL WRITTEN NOTIFICATION THAT RELIEF HAS BEEN GRANTED.

2 A pre-foreclosure (short) sale or deed-in-lieu may have federal income tax consequences. We encourage you to consult the IRS or your tax advisor for additional information.

Mortgage Service Center Fax Cover Sheet

Fax this form to: (856) 917-2848
Request for Homeowner Assistance

Loan Number: _____

Borrower Name: _____

Borrower Phone Number: _____

Number of Pages Attached _____

Request for Workout Option



Mortgage Loan # _____ Property Address _____

I, _____, am requesting that the Mortgage Service Center review my financial
(name)
situation to see if I qualify for a Workout Option to avoid foreclosure

I am having difficulty making my monthly mortgage payment due to financial hardship. The primary reason for this financial hardship is

(Please check the entry that best describes your situation. Check only one entry.)

- | | |
|--|---|
| <input type="checkbox"/> Unemployment | <input type="checkbox"/> Mortgage payment increase |
| <input type="checkbox"/> Separation or divorce | <input type="checkbox"/> Business failure |
| <input type="checkbox"/> Death of spouse | <input type="checkbox"/> Damage to property |
| <input type="checkbox"/> Job relocation | <input type="checkbox"/> Medical bills |
| <input type="checkbox"/> Military service | <input type="checkbox"/> Illness |
| <input type="checkbox"/> Reduced income | <input type="checkbox"/> Incarceration |
| <input type="checkbox"/> Excessive debts | <input type="checkbox"/> Other (please specify) _____ |

Please use the following space to briefly explain your financial hardship

I believe that my financial hardship is temporary permanent

I would like to participate in a Workout Option yes no

I would like to keep my property yes no

If there are additional liens on this property, please fill out the name or company/firm that is holding the second lien

Lien Holder's Name _____ Amount of Lien _____

 **PLEASE SIGN HERE**

Borrower's Signature _____ Date _____ Co-borrower's Signature _____ Date _____

Borrower's Financial Statement



Loan #	
Borrower Name	Social Security #
Mailing Address	
Employer	Position
Employer Address	Employer Phone
Daytime Phone	Evening Phone
E-mail Address	
Number of dependents at this address	
Co-borrower Name	Social Security #
Mailing Address	
Employer	Position
Employer Address	Employer Phone
Daytime Phone	Evening Phone
E-mail Address	

ASSETS/LIABILITIES			
DESCRIPTION	ESTIMATED VALUE	AMOUNT OWED	NET VALUE
Primary Residence			
Other Real Estate			
Automobile			
Automobile			
Checking Account			
Savings Account			
IRA/Keough Accts			
401 (K) Acct			
Stocks/Bonds/CDs			
Boats			
Collections/Art/Etc			
Personal Items			

MONTHLY INCOME DATA			
DESCRIPTION	BORROWER	CO-BORROWER	TOTAL
Gross Pay			
Overtime			
Commissions			
Bonus			
Child Support			
Rental Income			
Other (Specify)			
	NET INCOME TOTAL:		

ACKNOWLEDGEMENT and AUTHORIZATION

ACKNOWLEDGEMENT I obtained a mortgage loan secured by the above referenced mortgaged property I have described my current financial condition in this Financial Statement form and I certify that all information presented herein, 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 my Lender, Mortgage Servicer, Investor or Insurer to provide assistance to me

AUTHORIZATION By signing this Financial Statement, I hereby authorize my Lender, Mortgage Servicer, Insurer and their respective agents to order a credit report and verify any and all employment and account information

 **PLEASE SIGN HERE**

Borrower's Signature	Date	Co-borrower's Signature	Date
----------------------	------	-------------------------	------

Monthly Expenditures



DESCRIPTION	MONTHLY DUE	BALANCE DUE	DELINQUENT? Y / N	NOTES
Household Expenses:				
Mortgage Payment				
Other Mortgages				
Non-escrow taxes / Insurance				
Homeowner / Condo / Co-op Assoc Fees				
Alimony / Child Support				
Child Care				
Electric / Gas / Heat				
Water / Sewage				
Telephone / Internet				
Food for Household				
School / Work Lunches				
Clothing / Dry Cleaning				
Cable TV / Satellite				
Total Household Expenses	\$	\$		
Credit Card Expenses:				
VISA				
MasterCard				
Dept. Store Credit Card				
Other Credit Cards				
Total Credit Card Expenses	\$	\$		
Auto Expenses:				
Auto Loan #1				
Auto Loan #2				
Auto Insurance				
Gasoline				
Auto Repairs				
Parking				
Total Auto Expenses	\$	\$		
Personal Loans:				
Personal Loan #1				
Personal Loan #2				
Total Personal Loans	\$	\$		
Insurance/Medical Expenses:				
Health Insurance				
Life Insurance				
Doctors / Dentists				
Prescriptions				
Medical bills				
Total Ins/Medical Expenses	\$	\$		
Miscellaneous Expenses:				
Charity / Donations				
Union Dues / Club Dues				
Entertainment				
Sports / Hobbies				
Vacations				
Misc. Expense #1				
Total Misc. Expenses	\$	\$		
TOTAL EXPENSES	\$			
<p>PLEASE NOTE: DO NOT list bills in the MONTHLY DUE column if they are a "one time" debt Please note if any of the above bills are deducted from your paycheck Please note any loans which will be paid in full within the next 6 months</p>				

Hardship Affidavit



Borrower Name (first, middle, last) _____ Date of Birth _____

Co-Borrower Name (first, middle, last) _____ Date of Birth _____

Property Street Address _____

Property City, State, ZIP _____

Loan Number _____

In order to qualify for any offer by Mortgage Service Center ("Servicer") to enter into a workout agreement on my loan, I/we are submitting this form to the Servicer and indicating by my/our checkmarks ("✓") the one or more events that contribute to my/our difficulty making payments on my/our mortgage loan

BORROWER

Yes No

CO-BORROWER

Yes No

My income has been reduced or lost For example unemployment, underemployment, reduced job hours, reduced pay, or a decline in self-employed business earnings If yes, please provide details

Yes No

Yes No

My household financial circumstances have changed For example death in family, serious or chronic illness, permanent or short-term disability, increased family responsibilities (adoption or birth of a child, taking care of elderly relatives or other family members) If yes, please provide details

Yes No

Yes No

My expenses have increased For example monthly mortgage payment has increased or will increase, high medical and health-care costs, uninsured losses (such as those due to fires or natural disasters), unexpectedly high utility bills, increased real property taxes If yes, please provide details

Yes No

Yes No

My cash reserves are insufficient to maintain the payment on my mortgage loan and cover basic living expenses at the same time Cash reserves include assets such as cash, savings, money market funds, marketable stocks or bonds (excluding retirement accounts) Cash reserves do not include assets that serve as an emergency fund (generally equal to three times my monthly debt payments) If yes, please provide details

Yes No

Yes No

My monthly debt payments are excessive, and I am overextended with my creditors. I may have used credit cards, home equity loans or other credit to make my monthly mortgage payments. If yes, please provide details.

Yes No

Yes No

There are other reasons I/we cannot make our mortgage payments. If yes, please provide details.

Information for Government Monitoring Purposes

The following information is requested by the federal government in order to monitor compliance with federal statutes that prohibit discrimination in housing. You are not required to furnish this information, but are encouraged to do so. The law provides that a lender or servicer may not discriminate either on the basis of this information, or on whether you choose to furnish it. If you furnish the information, please provide both ethnicity and race. For race, you may check more than one designation. If you do not furnish ethnicity, race, or sex, the lender or servicer is required to note the information on the basis of visual observation or surname if you have made this request in person. If you do not wish to furnish the information, please check the box below.

BORROWER

I do not wish to furnish this information

Ethnicity:

- Hispanic or Latino
- Not Hispanic or Latino

Race:

- American Indian or Alaska Native
- Asian
- Black or African American
- Native Hawaiian or Other Pacific Islander
- White

Sex:

- Female
- Male

CO-BORROWER

I do not wish to furnish this information

Ethnicity:

- Hispanic or Latino
- Not Hispanic or Latino

Race:

- American Indian or Alaska Native
- Asian
- Black or African American
- Native Hawaiian or Other Pacific Islander
- White

Sex:

- Female
- Male

To be completed by interviewer

Face-to-face interview Mail Telephone Internet

Interviewer's Name (print or type) _____

Name/Address of Interviewer's Employer _____

Interviewer's Signature _____ Date _____

Interviewer's Phone Number (include area code) _____

Borrower/Co-Borrower Acknowledgment

- 1 Under penalty of perjury, I/we certify that all of the information in this affidavit is truthful and the event(s) identified on this document has/have contributed to my/our need to modify the terms of my/our mortgage loan
- 2 I/We understand and acknowledge the Servicer may investigate the accuracy of my/our statements, may require me/us to provide supporting documentation, and that knowingly submitting false information may violate federal law
- 3 I/We understand the Servicer will pull a current credit report on all borrowers obligated on the Note
- 4 I/We understand that if I/we have intentionally defaulted on my/our existing mortgage, engaged in fraud or misrepresented any fact(s) in connection with this Hardship Affidavit, or if I/we do not provide all of the required documentation, the Servicer may cancel the Agreement and may pursue foreclosure on my/our home
- 5 I/We certify that I/we am/are willing to commit to credit counseling if it is determined that my/our financial hardship is related to excessive debt
- 6 I/We certify that I/we am/are willing to provide all requested documents and to respond to all Servicer communication in a timely manner I/We understand that time is of the essence
- 7 I/We understand that the Servicer will use this information to evaluate my/our eligibility for a workout, but the Servicer is not obligated to offer me/us assistance based solely on the representations in this affidavit

_____	_____	_____	_____
Borrower Signature	Date	Co-Borrower Signature	Date
E-mail Address _____		E-mail Address _____	
Cell Phone # _____		Cell Phone # _____	
Home Phone # _____		Home Phone # _____	
Work Phone # _____		Work Phone # _____	
Social Security # _____		Social Security # _____	

Mortgage Service Center Authorization to Disclose Information



This document will authorize the servicer of my loan, and any and all persons affiliated to disclose to

(Print Name)

any and all information, records or reports concerning my mortgage loan, as fully and freely as they would disclose such information to me, excluding consumer reporting information. Except as expressly provided for herein, this authorization does not affect or change any previous elections I may have made to opt-out of your information sharing practices.

It is my intent that this authorization serves as my consent to provide a full disclosure to the above party of any and all information in any circumstances where my consent may be required or requested. It does not authorize the above party to take any action on my account including but not limited to demographic changes, loan document requests, payment applications or reversals, etc., nor does it allow for the disclosure of consumer reporting information.

When disclosing information regarding my account, the above party will need to provide this password

(Print Password - Optional)

A photocopy and/fax copy of this authorization shall be considered to be as valid as the original.

This authorization will remain effective until my mortgage servicer receives notification of revocation in writing at the address below or until

(Print Date)

By signing here, you are authorizing my mortgage loan servicer to discuss with the above named party, information regarding my mortgage as described above.

(Mortgagor's Signature)

(Date)

(Mortgagor's Signature)

(Date)

Mortgagor Name _____

Loan Number (Required) _____

Please mail this completed authorization to.

Mortgage Service Center

P.O. Box 5452

Mt. Laurel, NJ 08054

Form **4506-T**

Request for Transcript of Tax Return

(Rev. January 2008)
Department of the Treasury
Internal Revenue Service

- ▶ Do not sign this form unless all applicable lines have been completed.
Read the instructions on page 2.
- ▶ Request may be rejected if the form is incomplete, illegible, or any required line was blank at the time of signature

OMB No 1545-1872

Tip. Use Form 4506-T to order a transcript or other return information free of charge. See the product list below. You can also call 1-800-829-1040 to order a transcript. If you need a copy of your return, use Form 4506, Request for Copy of Tax Return. There is a fee to get a copy of your return.

1a Name shown on tax return. If a joint return, enter the name shown first.	1b First social security number on tax return or employer identification number (see instructions).
2a If a joint return, enter spouse's name shown on tax return.	2b Second social security number if joint tax return.
3 Current name, address (including apt, room, or suite no), city, state, and ZIP code.	
4 Previous address shown on the last return filed if different from line 3.	
5 If the transcript or tax information is to be mailed to a third party (such as a mortgage company), enter the third party's name, address, and telephone number. The IRS has no control over what the third party does with the tax information.	

Caution: DO NOT SIGN this form if a third party requires you to complete Form 4506-T, and lines 6 and 9 are blank.

6 **Transcript requested.** Enter the tax form number here (1040, 1065, 1120, etc.) and check the appropriate box below. Enter only one tax form number per request. ▶ _____

- a **Return Transcript**, which includes most of the line items of a tax return as filed with the IRS. Transcripts are only available for the following returns: Form 1040 series, Form 1065, Form 1120, Form 1120A, Form 1120H, Form 1120L, and Form 1120S. Return transcripts are available for the current year and returns processed during the prior 3 processing years. Most requests will be processed within 10 business days.
- b **Account Transcript**, which contains information on the financial status of the account, such as payments made on the account, penalty assessments, and adjustments made by you or the IRS after the return was filed. Return information is limited to items such as tax liability and estimated tax payments. Account transcripts are available for most returns. Most requests will be processed within 30 calendar days.
- c **Record of Account**, which is a combination of line item information and later adjustments to the account. Available for current year and 3 prior tax years. Most requests will be processed within 30 calendar days.

7 **Verification of Nonfiling**, which is proof from the IRS that you did not file a return for the year. Most requests will be processed within 10 business days.

8 **Form W-2, Form 1099 series, Form 1098 series, or Form 5498 series transcript.** The IRS can provide a transcript that includes data from these information returns. State or local information is not included with the Form W-2 information. The IRS may be able to provide this transcript information for up to 10 years. Information for the current year is generally not available until the year after it is filed with the IRS. For example, W-2 information for 2006, filed in 2007, will not be available from the IRS until 2008. If you need W-2 information for retirement purposes, you should contact the Social Security Administration at 1-800-772-1213. Most requests will be processed within 45 days.

Caution: If you need a copy of Form W-2 or Form 1099, you should first contact the payer. To get a copy of the Form W-2 or Form 1099 filed with your return, you must use Form 4506 and request a copy of your return, which includes all attachments.

9 **Year or period requested.** Enter the ending date of the year or period, using the mm/dd/yyyy format. If you are requesting more than four years or periods, you must attach another Form 4506-T. For requests relating to quarterly tax returns, such as Form 941, you must enter each quarter or tax period separately.

____ / ____ / ____ ____ / ____ / ____ ____ / ____ / ____ ____ / ____ / ____

Signature of taxpayer(s). I declare that I am either the taxpayer whose name is shown on line 1a or 2a, or a person authorized to obtain the tax information requested. If the request applies to a joint return, either husband or wife must sign. If signed by a corporate officer, partner, guardian, tax matters partner, executor, receiver, administrator, trustee, or party other than the taxpayer, I certify that I have the authority to execute Form 4506-T on behalf of the taxpayer.

Sign Here	▶ Signature (see instructions)	Date	Telephone number of taxpayer on line 1a or 2a ()
	▶ Title (if line 1a above is a corporation, partnership, estate, or trust)		
	▶ Spouse's signature	Date	

General Instructions

Purpose of form. Use Form 4506-T to request tax return information. You can also designate a third party to receive the information See line 5

Tip. Use Form 4506, Request for Copy of Tax Return, to request copies of tax returns

Where to file. Mail or fax Form 4506-T to the address below for the state you lived in, or the state your business was in, when that return was filed There are two address charts one for individual transcripts (Form 1040 series and Form W-2) and one for all other transcripts

If you are requesting more than one transcript or other product and the chart below shows two different RAVS teams, send your request to the team based on the address of your most recent return

Note. You can also call 1-800-829-1040 to request a transcript or get more information

Chart for individual transcripts (Form 1040 series and Form W-2)

If you filed an individual return and lived in:	Mail or fax to the "Internal Revenue Service" at:
District of Columbia, Maine, Maryland, Massachusetts, New Hampshire, New York, Vermont	RAIVS Team Stop 679 Andover, MA 05501 978-247-9255
Alabama, Delaware, Florida, Georgia, North Carolina, Rhode Island, South Carolina, Virginia	RAIVS Team P O Box 47-421 Stop 91 Doraville, GA 30362 770-455-2335
Kentucky, Louisiana, Mississippi, Tennessee, Texas, a foreign country, or A P O or F P O address	RAIVS Team Stop 6716 AUSC Austin, TX 73301 512-460-2272
Alaska, Arizona, California, Colorado, Hawaii, Idaho, Iowa, Kansas, Minnesota, Montana, Nebraska, Nevada, New Mexico, North Dakota, Oklahoma, Oregon, South Dakota, Utah, Washington, Wisconsin, Wyoming	RAIVS Team Stop 37106 Fresno, CA 93888 559-456-5876
Arkansas, Connecticut, Illinois, Indiana, Michigan, Missouri, New Jersey, Ohio, Pennsylvania, West Virginia	RAIVS Team Stop 6705-B41 Kansas City, MO 64999 816-292-6102

Chart for all other transcripts

If you lived in or your business was in:	Mail or fax to the "Internal Revenue Service" at:
Alabama, Alaska, Arizona, Arkansas, California, Colorado, Florida, Georgia, Hawaii, Idaho, Iowa, Kansas, Louisiana, Minnesota, Mississippi, Missouri, Montana, Nebraska, Nevada, New Mexico, North Dakota, Oklahoma, Oregon, South Dakota, Tennessee, Texas, Utah, Washington, Wyoming, a foreign country, or A P O or F P O address	RAIVS Team P O Box 9941 Mail Stop 6734 Ogden, UT 84409 801-620-6922
Connecticut, Delaware, District of Columbia, Illinois, Indiana, Kentucky, Maine, Maryland, Massachusetts, Michigan, New Hampshire, New Jersey, New York, North Carolina, Ohio, Pennsylvania, Rhode Island, South Carolina, Vermont, Virginia, West Virginia, Wisconsin	RAIVS Team P O Box 145500 Stop 2800 F Cincinnati, OH 45250 859-669-3592

Line 1b. Enter your employer identification number (EIN) if your request relates to a business return Otherwise, enter the first social security number (SSN) shown on the return For example, if you are requesting Form 1040 that includes Schedule C (Form 1040), enter your SSN

Line 6. Enter only one tax form number per request

Signature and date. Form 4506-T must be signed and dated by the taxpayer listed on line 1a or 2a If you completed line 5 requesting the information be sent to a third party, the IRS must receive Form 4506-T within 60 days of the date signed by the taxpayer or it will be rejected

Individuals. Transcripts of jointly filed tax returns may be furnished to either spouse Only one signature is required Sign Form 4506-T exactly as your name appeared on the original return If you changed your name, also sign your current name

Corporations. Generally, Form 4506-T can be signed by: (1) an officer having legal authority to bind the corporation, (2) any person designated by the board of directors or other governing body, or (3) any officer or employee on-written request by any principal officer and attested to by the secretary or other officer

Partnerships. Generally, Form 4506-T can be signed by any person who was a member of the partnership during any part of the tax period requested on line 9

All others. See Internal Revenue Code section 6103(e) if the taxpayer has died, is insolvent, is a dissolved corporation, or if a trustee, guardian, executor, receiver, or administrator is acting for the taxpayer

Documentation. For entities other than individuals, you must attach the authorization document For example, this could be the letter from the principal officer authorizing an employee of the corporation or the Letters Testamentary authorizing an individual to act for an estate

Privacy Act and Paperwork Reduction Act Notice. We ask for the information on this form to establish your right to gain access to the requested tax information under the Internal Revenue Code We need this information to properly identify the tax information and respond to your request Sections 6103 and 6109 require you to provide this information, including your SSN or EIN If you do not provide this information, we may not be able to process your request Providing false or fraudulent information may subject you to penalties

Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation, and cities, states, and the District of Columbia for use in administering their tax laws We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism

You are not required to provide the information requested on a form that is subject to the Paperwork Reduction Act unless the form displays a valid OMB control number Books or records relating to a form or its instructions must be retained as long as their contents may become material in the administration of any Internal Revenue law Generally, tax returns and return information are confidential, as required by section 6103

The time needed to complete and file Form 4506-T will vary depending on individual circumstances The estimated average time is Learning about the law or the form, 10 min, Preparing the form, 12 min, and Copying, assembling, and sending the form to the IRS, 20 min

If you have comments concerning the accuracy of these time estimates or suggestions for making Form 4506-T simpler, we would be happy to hear from you You can write to the Internal Revenue Service, Tax Products Coordinating Committee, SE W CAR MP T T SP, 1111 Constitution Ave NW, IR-6526, Washington, DC 20224 Do not send the form to this address Instead, see *Where to file* on this page

EXHIBIT 6D

Supplemental Certification of James D. Scott

**HOMEOWNER
ASSISTANCE TEAM
PROCESSORS
PROCEDURE
MANUAL**

Processor Procedures Manual

Overview

Homeowner Assistance Team – works to mitigate the potential losses of a completed foreclosure for the Investor and or the Mortgage Insurer of the loan by providing relief to borrowers who are currently in default or in immediate danger of defaulting

The H A T representative will review the borrower(s) situation and determine the best workout solution depending on borrower(s) intent, hardship, and financial ability Listed below is a general overview of the requirements of the Loss Mitigation Department

Homeowner Assistance Team Role:

• Counsel borrowers on alternatives to foreclosure
• Facilitate the application process
• Communicate and recommend foreclosure alternatives to mortgage investors and insurers
• Review ALL loans for Homeowner Assistance Programs

Listed below are the types of programs that are offered in the Homeowner Assistance Team

Borrower(s) whose inability to pay is the result of a temporary hardship and the borrower(s) must have a verifiable reason for default and support showing their ability to resume making timely mortgage payments

The borrower(s) may qualify for a program listed below

Reinstatement/Retention Options:

• HAMP
• Repayment plans
• Special forbearances
• Home saver forbearance (Fannie Mac loans only)
• Home saver program (Fannie Mac loans only)
• Home Affordable Modification Program (FNMA & FHLMC loans only)
• Standard Loan modifications
• Partial Claim (FHA loans only)
• FHA HAMP (FHA loans only)
• VA HAMP (VA Loans only)

Borrower(s) whose inability to pay is the result of a permanent hardship and the borrower(s) must have a verifiable reason for default and the inability to resume making timely mortgage payments The borrower(s) may qualify for a program listed below

Liquidation Options:

• HAFA
• Pre-Foreclosure Sale
• Deed-in Lieu of Foreclosure

Processor Procedures Manual

Hierarchy for Workouts

A Processor will determine the most appropriate workout solution to rectify the hardship. There are two categories that investor has created, Temporary Hardship and Permanent Hardship. Listed below is the hierarchy that must be followed when preparing a workout plan. **The hierarchy for all FNMA workout options is Home Affordable Modification Program eligibility.*

Temporary Hardship: A temporary financial hardship is defined as the borrower having the ability to be able to make future scheduled payments in addition to an amount to cure any outstanding arrearage over time.

Temporary Hardship Programs:

<ul style="list-style-type: none">• HAMP Modification Program<ul style="list-style-type: none">◦ A trial period of reduced payments when successfully completed will result in a permanent modification
<ul style="list-style-type: none">• Forbearance Program<ul style="list-style-type: none">◦ A temporary reduction or suspension of payments which must be immediately followed by an arrangement to cure the delinquency
<ul style="list-style-type: none">• Repayment Plan<ul style="list-style-type: none">◦ An arrangement in which a borrower agrees to pay down past due amounts while still making regularly scheduled payments
<ul style="list-style-type: none">• Homesaver<ul style="list-style-type: none">◦ A monetary advance to cure a delinquent loan resulting in a separate unsecured loan for the arrearage amount

Permanent Hardship: A permanent or long-term/enduring financial hardship.

Permanent Hardship Programs:

<ul style="list-style-type: none">• HAMP Modification Program<ul style="list-style-type: none">◦ A trial period of reduced payments when successfully completed will result in a permanent modification
<ul style="list-style-type: none">• Forbearance<ul style="list-style-type: none">◦ A temporary reduction or suspension of payments which will lead to a more permanent foreclosure alternative workout
<ul style="list-style-type: none">• Modification<ul style="list-style-type: none">◦ A permanent change of one or more of the terms of a mortgage loan
<ul style="list-style-type: none">• Pre-Foreclosure Sale<ul style="list-style-type: none">◦ The sale of the property of a delinquent loan resulting in a payoff of less than the total amount owed◦ Credit report is noted "Paid in Full less than Due"
<ul style="list-style-type: none">• Deed-in-Lieu<ul style="list-style-type: none">◦ The voluntary transfer of title of the property on a delinquent loan to satisfy the mortgage loan◦ Credit report is noted "Deed in Lieu of Foreclosure"

Processor Procedures Manual

Required Documentation

A financial package is received in the Homeowner Assistance Team and assigned to the Staging Team. The homeowner(s) will be required to send in the following documents on each program types Retention, Short Sale (Pre-Foreclosure Sale) or Deed in Lieu. Once a completed financial package is received the file is assigned to a processor.

Foreclosure procedures – Sale Date Scheduled - Staging Team:

Senior Stager sorts check-in list daily by foreclosure Sale date and all Active foreclosures

- FNMA and FHLMC- all loans with Sale dates scheduled get escalated to one of the 5 assigned Processors
- Private loans/Short Sales – any loans with Foreclosure Sale dates within 72 hours are escalated. All others follow the normal staging process
- All Active foreclosures, phone calls are made for missing items

Foreclosure procedures: Sale Date Scheduled – FNMA, FHLMC, FHA, VA Processing Team:

There is a dedicated team of 5 processors. These 5 processors are dedicated to decisioning loans with Foreclosure Sale Dates for Retention within 72 hours. If there is an approved retention workout, DLD is contacted by Processor to Postpone/Hold Sale, following investor foreclosure directives, AFTER receipt of the 1st Trial payment is confirmed in MSP.

- **Within 30 days of Sale Date** - Postponement request is filled out on the Foreclosure Postponement worksheet on the DLD shared servicing drive
- **Within 5 days of Sale Date** – Postponement request is filled out on the Foreclosure Postponement worksheet on the DLD shared drive. DLD Hamp mailbox is also emailed with completed worksheet and a phone call is made to an internal DLD representative to inform of request.

Please note to check the system 'notes', FOR3 screen for any upcoming foreclosure sale dates and daily foreclosure report. See Section for Foreclosure Sales.

Retention Programs: An agreement in which the homeowner will retain ownership of the property upon successful completion of the program.

Retention Workout Programs:

• Repayment Plan / Forbearance Program
• HomeSaver Advance Program
• Loan Modification

Retention Programs Documentation -

• Financial Worksheet
• Detailed Letter of Hardship
• 2 Current Pay Stubs within 90 days for all parties contributing towards household expenses
• 1 Bank Statement in the last 90 days

In addition to the information above the following may be needed if applicable. If the following is being calculated for income there also needs to be documentation showing the amount received.

Bank Statements are utilized to verify income if the homeowner receives:

• 6 Months of Income showing the amount of commission

• Child Support and Copy of Award Letter
• Alimony and Copy of Award Letter or Divorce Decree
• SSI and Copy of Award Letter
• Rental Income and Copy of Rental Agreement*
(*Rental Income requires 2 months bank statements)

If the homeowner is self employed they will need to provide the information below:

• Current 6 Month Profit and Loss Statement
• Profit and Loss Statement for last Calendar Year
• Tax Return provided for prior year if it has been filed

***FNMA & FHLMC - HAMP**

- Home Affordable Modification Program

HAMP Eligibility Criteria

<p>A loan is eligible for HAMP if the servicer verifies that all of the following criteria are met First lien</p>	<p>The mortgage loan is a first lien mortgage loan originated on or before January 1, 2009 This includes mortgages secured by.</p> <p style="padding-left: 40px;">Cooperative shares, Condominium units, and Manufactured housing (the first lien mortgage loan must secure the manufactured home and the land, both of which must be classified as real property under applicable state law)</p>
<p>Not previously HAMP modified</p>	<p>The mortgage loan has not been previously modified under HAMP For more information, refer to the Continued Eligibility guidance in Section 1.2</p>
<p>Delinquent or in imminent default</p>	<p>The mortgage loan is delinquent or default is reasonably foreseeable Loans currently in foreclosure are eligible</p>
<p>Owner-occupied, single family property</p>	<p>The mortgage loan is secured by a one- to four-unit property, one unit of which is the borrower's principal residence Additionally, a loan may be considered for HAMP if</p> <p style="padding-left: 40px;">The property was originally non-owner occupied, but the servicer can verify that it is currently the borrower's principal residence</p> <p style="padding-left: 40px;">The borrower is temporarily displaced (e.g., military service, temporary foreign service assignment, or incarceration) but was occupying the property as his or her principal residence immediately prior to his or her displacement, intends to</p>

	occupy the property as his or her principal residence upon his or her return and the current occupant is not a tenant
Not vacant or condemned	The property securing the mortgage loan is not vacant or condemned
Financial hardship	A borrower has documented a financial hardship and represented that he or she does not have sufficient liquid assets to make the monthly mortgage payments
Minimum monthly mortgage payment ratio	The borrower's monthly mortgage payment (including principal, interest, taxes, insurance, and when applicable, association fees) prior to the modification is greater than 31 percent of the borrower's verified monthly gross income
Escrow account established	The borrower agrees to set up an escrow account for taxes and hazard and flood insurance prior to the beginning of the trial period if one does not currently exist
Unpaid principal balance limits	The current unpaid principal balance (UPB) of the mortgage loan prior to capitalization is not greater than 1 Unit \$729,750 2 Units \$934,200 3 Units \$1,129,250 4 Units \$1,403,400
Program cut-off date	The servicer has received a timely first trial period payment from the borrower on or before December 31, 2012

***FNMA & FHLMC – HAMP Documentation**

<ul style="list-style-type: none"> Signed copies of borrower's most recent federal tax return. If borrower is unable to produce tax returns, a signed and completed IRS 4506-T/4506T-EZ (Request for Transcript of Tax Return) is required
<ul style="list-style-type: none"> Two most recent pay stubs from the borrower's current employer showing year-to-date earnings (<i>self-employed, most recent quarterly or year-to-date profit / loss statement</i>). The income evidence and financial information provided by the borrower may not be more than 90 days old as

of the date the Initial Application Package received
<ul style="list-style-type: none"> RMA Form which provides the borrower and co-borrowers financial information, the cause of the borrower's hardship and Government Monitoring Data (GMD) of the borrower and co-borrower <i>*per Supplemental Directive 09-01 servicers may not refuse to accept RMA's if the applicants do not provide GMD Other proprietary financial information forms that are substantially similar in content to the RMA are also accepted</i>
<ul style="list-style-type: none"> If the borrower is in imminent default, 2 months bank statements are required <i>(bank statements are not required for delinquent applications)</i>

Liquidation Programs: An agreement in which the homeowner wishes not to retain ownership of the property

Short Sale: Sale of the property by the borrower in which the total proceeds from the sale is less than the pay off

The borrower must have the following for a short sale program:

<ul style="list-style-type: none"> Financial Worksheet
<ul style="list-style-type: none"> Detailed Letter of Hardship
<ul style="list-style-type: none"> 2 Current Pay Stubs within 90 days for all parties contributing towards household expenses
<ul style="list-style-type: none"> 1 Current Bank Statement dated within the last 90 days
<ul style="list-style-type: none"> Signed Listing Agreement or Proof property is listed for sale by owner

If the homeowner is self employed they will need to provide the information below:

<ul style="list-style-type: none"> Current 6 Month Profit and Loss Statement
<ul style="list-style-type: none"> Profit and Loss Statement for last Calendar Year
<ul style="list-style-type: none"> Tax Return provided for prior year if it has been filed

In addition to the information above the following may be needed if applicable

If there is currently an offer on the property:

<ul style="list-style-type: none"> Signed Sales Contract by all parties
<ul style="list-style-type: none"> Estimated Net Sheet or Preliminary HUD-1

Deed-in-Lieu: A voluntary conveyance of title in exchange for discharge of debt

The borrower must have the following for a Deed in Lieu program:

<ul style="list-style-type: none"> Financial Worksheet
<ul style="list-style-type: none"> Detailed Letter of Hardship
<ul style="list-style-type: none"> 2 Current Pay Stubs within 90 days for all parties contributing towards household expenses
<ul style="list-style-type: none"> 1 Current Bank Statement dated within the last 90 days
<ul style="list-style-type: none"> Signed Listing Agreement or Proof property is listed for sale by owner if applicable

If the homeowner is self employed they will need to provide the information below:

<ul style="list-style-type: none"> Current 6 Month Profit and Loss Statement
<ul style="list-style-type: none"> Profit and Loss Statement for last Calendar Year
<ul style="list-style-type: none"> Tax Return provided for prior year if it has been filed

Home Affordable Foreclosure Alternatives (HAFA): To be eligible for HAFA, homeowners must first apply for a loan modification through the Home Affordable Modification Program PHH will offer a short

sale in writing to the borrower within 30 days, if the borrower does not qualify for a HAMP loan PHH will approve or deny the contract within 10 days

Owners who do not qualify for a loan modification or miss payments during the initial loan modification period qualify for HAFA (*Short Sale documentation requirements apply*)

The borrower requirements for HAFA are the following:

• Borrowers must respond within 14 days to the lender's short sale agreement
• Property is principal residence
• Mortgage originated before Jan 1, 2009
• Mortgage is owned or guaranteed by Fannie Mac or Freddie Mac
• Borrower is delinquent or imminent default
• Borrower's total monthly housing payment exceeds 31 percent of gross income
• Unpaid principal does not exceed \$729,750
• Homeowner demonstrates hardship
• Once purchase offer is made, the borrower must submit the sales contract within three days, along with the buyers' mortgage preapproval and the status of negotiations with other lien holders on the seller's property

*Once supporting Short Sale documentation is received, PHH will approve or deny the contract within 10 days.

Processor System Workflow Procedures for FNMA (*HAMP & Standard Modifications*) and FHMLC (*HAMP Standard Modification*)

Double Click Icon for link for BITB Processor Workflow Procedures



BITB 2010
Processing Proces

**HOMEOWNER
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Negotiator Procedures Manual

Overview

Homeowner Assistance Team – works to mitigate the potential losses of a completed foreclosure for the Investor and or the Mortgage Insurer of the loan by providing relief to borrowers who are currently in default or in immediate danger of defaulting.

Loss Mitigation will review the customer(s) situation and determine the best workout solution depending on customer(s) intent, hardship, and financial ability. Listed below is a general overview of the requirements of the Loss Mitigation Department.

Homeowner Assistance Team Role:

• Counsel customers on alternatives to foreclosure
• Facilitate the application process
• Communicate and recommend foreclosure alternatives to mortgage investors and insurers
• Review <i>ALL</i> loans for Homeowner Assistance Programs

Listed below are the types of programs that are offered in the Homeowner Assistance Team.

Customer(s) whose inability to pay is the result of a temporary hardship and the customer(s) must have a verifiable reason for default and support showing their ability to resume making timely mortgage payments.

The customer(s) may qualify for a program listed below.

Reinstatement/Retention Options:

• Repayment plans
• Special forbearances
• Home saver forbearance (Fannie Mae loans only)
• Home saver program (Fannie Mae loans only)
• Home Affordable Modification Program (FNMA & FHLMC loans only)
• Loan modifications
• Partial Claim (FHA loans only)
• FHA HAMP (FHA loans only)
• VA HAMP (VA Loans only)

Customer(s) whose inability to pay is the result of a permanent hardship and the customer(s) must have a verifiable reason for default and the inability to resume making timely mortgage payments. The customer(s) may qualify for a program listed below.

Liquidation Options:

• Pre-Foreclosure Sale
• Deed-in Lieu of Foreclosure

Negotiator Procedures Manual

Hierarchy for Workouts

A Negotiator will determine the most appropriate workout solution to rectify the hardship. There are two categories that investor has created, Temporary Hardship and Permanent Hardship. Listed below is the hierarchy that must be followed when preparing a workout plan.

Temporary Hardship: A temporary financial hardship and the borrower will be able to make future scheduled payments in addition to an amount to cure any outstanding arrearage over time.

Temporary Hardship Programs:

<ul style="list-style-type: none">• Forbearance Program<ul style="list-style-type: none">○ A temporary reduction or suspension of payments which must be immediately followed by an arrangement to cure the delinquency
<ul style="list-style-type: none">• Repayment Plan<ul style="list-style-type: none">○ An arrangement in which a borrower agrees to pay down past due amounts while still making regularly scheduled payments
<ul style="list-style-type: none">• Homesaver<ul style="list-style-type: none">○ A monetary advance to cure a delinquent loan resulting in a separate unsecured loan for the arrearage amount

Permanent Hardship: A permanent or long-term/enduring financial hardship.

Permanent Hardship Programs:

<ul style="list-style-type: none">• Forbearance<ul style="list-style-type: none">○ A temporary reduction or suspension of payments which will lead to a more permanent foreclosure alternative workout
<ul style="list-style-type: none">• Modification<ul style="list-style-type: none">○ A permanent change of one or more of the terms of a mortgage loan
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<ul style="list-style-type: none">• Deed-in-Lieu<ul style="list-style-type: none">○ The voluntary transfer of title of the property on a delinquent loan to satisfy the mortgage loan○ Credit report is noted "Deed in Lieu of Foreclosure"

Negotiator Procedures Manual

Required Documentation for Referral Packages

A financial package is received in the Homeowner Assistance Team and assigned to the Staging Team. The homeowner(s) will be required to send in the following documents on each program type: Retention, Short Sale (aka Pre-Foreclosure Sale) or Deed in Lieu.

The Staging team will assign the file to the Negotiator Pending Queue (LM3) once they receive a complete financial package. There will be exceptions to the guidelines for the referral package which will be directed by the investor.

Please note to check the system 'notes', FOR3 screen for any upcoming foreclosure sale dates and daily foreclosure report. See Section for Foreclosure Sales. Please note we will also check the system for the Mortgage Insurance Company and Investor Number.

MI Insurance Company: To verify the Mortgage Insurer and coverage amount go to the MIP1 screen or DLQ5.

Investor Number: Go to DLQ1 then input INVE in work window. The investor number is on the bottom right hand side.

Retention Programs: An agreement in which the homeowner will retain ownership of the property upon successful completion of the program.

Retention Workout Programs:

• Repayment Plan / Forbearance Program
• HomeSaver Advance Program
• Loan Modification

Retention Programs Documentation -

• Financial Worksheet
• Detailed Letter of Hardship
• 2 Current Pay Stubs within 90 days for all parties contributing towards household expenses
• 1 Bank Statement in the last 90 days

In addition to the information above the following may be needed if applicable. If the following is being calculated for income there also needs to be documentation showing the amount received.

Bank Statements are utilized to verify income if the homeowner receives:

• 6 Months of Income showing the amount of commission
• Child Support and Copy of Award Letter
• Alimony and Copy of Award Letter or Divorce Decree
• SSI and Copy of Award Letter
• Rental Income and Copy of Rental Agreement*

(*Rental Income requires 2 months bank statements)

If any of the required information is missing (i.e. bank statement due to no bank account) this information must be documented in detail on the LMTN to satisfy the Investor requirements.

If the homeowner is self employed they will need to provide the information below:

• Current 6 Month Profit and Loss Statement
• Profit and Loss Statement for last Calendar Year
• Tax Return provided for prior year if it has been filed

Short Sale: Sale of the property by the customer in which the total proceeds from the sale is less than the pay off

The customer must have the following for a short sale program:

• Financial Worksheet
• Detailed Letter of Hardship
• 2 Current Pay Stubs within 90 days for all parties contributing towards household expenses
• 1 Current Bank Statement dated within the last 90 days
• Signed Listing Agreement or Proof property is listed for sale by owner

If any of the required information is missing (i.e. bank statement due to no bank account) *this information must be documented in detail* on the LMTN to satisfy the investor requirements

If the homeowner is self employed they will need to provide the information below:

• Current 6 Month Profit and Loss Statement
• Profit and Loss Statement for last Calendar Year
• Tax Return provided for prior year if it has been filed

In addition to the information above the following may be needed if applicable

If there is currently an offer on the property:

• Signed Sales Contract by all parties
• Estimated Net Sheet or Preliminary HUD-1

Deed-in-Lieu: A voluntary conveyance of title in exchange for discharge of debt

The customer must have the following for a Deed in Lieu program:

• Financial Worksheet
• Detailed Letter of Hardship
• 2 Current Pay Stubs within 90 days for all parties contributing towards household expenses
• 1 Current Bank Statement dated within the last 90 days
• Signed Listing Agreement or Proof property is listed for sale by owner if applicable

If any of the required information is missing (i.e. bank statement due to no bank account) *this information must be documented in detail* on the LMTN to satisfy the investor requirements

If the homeowner is self employed they will need to provide the information below:

• Current 6 Month Profit and Loss Statement
• Profit and Loss Statement for last Calendar Year
• Tax Return provided for prior year if it has been filed

Negotiator Procedures Manual

Reviewing Income and Expenses

In reviewing the income and expenses provided by the homeowner will help to determine the monthly income, expenses and surplus

Listed below are the steps to calculate the income and expenses

Determining the monthly income:

<ul style="list-style-type: none">• Input the check information on the "Date of Paycheck", "Gross" and "Net", each check is done individually. If there is more than one income input the information in the other "Date of Paycheck", "Gross" and "Net"<ul style="list-style-type: none">◦ Input the amount of checks being reviewed in the number of paychecks
<ul style="list-style-type: none">• Determine the frequency of the borrower's pay and input the average into the appropriate field under Mortgagor or Co-Mortgagor
<ul style="list-style-type: none">• If there is some type of additional income input the amount gross and net in the appropriate field. This will automatically be added into the monthly income
<ul style="list-style-type: none">• If the homeowner receives commission checks input the gross and net under the commission box this is done like paychecks<ul style="list-style-type: none">◦ Input the average of the commission under the correct column with the gross and net on the bottom of the worksheet

Listed below is a screen print showing calculated income

The monthly expenses will be calculated based on the financial hardship provided by the customer(s), the exception is the monthly mortgage payment. To determine the monthly mortgage payment goes to PMT2. If there is more than 1 payment amount select the most up to date payment amount that is available.

Determining the monthly expenses:

<ul style="list-style-type: none">• Input the monthly expenses in the appropriate categories on the financial worksheet

Listed below is a screen print from financial worksheet with a breakdown of some of the month expense fields

The screenshot shows a Microsoft Excel spreadsheet with the following data:

	A	C	D	E
4	Mortgage Payment	\$ -		
5	Other Mortgages	\$ -		
6	Alimony / Child Support	\$ -		
7	Child Care	\$ -		
8	Electric / Gas / Heat	\$ -		
9	Water / Sewage	\$ -		
10	Telephone / Internet	\$ -		
11	Food for Household	\$ -		
12	School / Work Lunches	\$ -		
13	Clothing / Dry Cleaning	\$ -		
14	Cable TV / Satellite	\$ -		
15	Credit Card Expenses			
17	VISA	\$ -		
18	MASTER CARD	\$ -		
19	DEPT STORE CREDIT	\$ -		
20	Other Credit Cards	\$ -		
21	Auto Expenses:			
23	Auto Loan #1	\$ -		
24	Auto Loan #2	\$ -		
25	Auto Insurance	\$ -		
26	Gasoline	\$ -		
27	Auto Repairs	\$ -		
28	Parking	\$ -		

The spreadsheet interface includes the menu bar (File, Edit, View, Insert, Format, Tools, Data, Window, Help), a toolbar with various icons, and a status bar at the bottom showing 'Ready' and 'MS-DOS'.

Once the income and expenses have been inputted the monthly surplus will automatically be calculated on the first sheet of the worksheet

A copy below will show the monthly surplus from the financial worksheet

Microsoft Excel - (Updated 4-24-08)

File Edit View Insert Format Tools Data Window Help

File Name: QAS.WK1.XLS

C37 0

	A	B	C	D	E	F
43		Monthly Gross	Monthly Net	EXPENSES		
44	Mortgagor	\$ -	\$ -	MORTGAGE PAYMENT	\$	1 054 86
45	Co-Mortgagor	\$ 1 981 96	\$ 1 646 52	OTHER MORTGAGES	\$	-
46	Commission	\$ -	\$ -	HOUSEHOLD EXPENSES	\$	1 009 00
47	Additional Income	\$ -	\$ 1,938 11	CREDIT CARD EXPENSES	\$	63 00
48	Total	\$ 1,981 96	\$ 3,684 63	AUTO EXPENSES	\$	480 00
49	Total Expenses			PERSONAL LOANS	\$	-
50	Total Surplus Income			INS MEDICAL EXPENSES	\$	369 00
51	Total Surplus Amount			MISC EXPENSES	\$	32 00
52				TOTAL EXPENSES		
53						
54						
55						
56						
57						
58						
59						
60						
61						
62						
63						
64						
65						
66						
67						
68						

Ready

Negotiator Procedures Manual

Noting Income, Expenses and Hardship

After the financials are reviewed the summary of the review and the hardship is noted on LMTN. This is a requirement for our audits and will assist with providing a status to a homeowner if the call center receives a call.

Listed below is the format to note LMTN with the hardship, income and expenses, along with the surplus based on the income and expenses.

The hardship (reason for delinquency) will be part of the loss mitigation package provided by the customer(s).

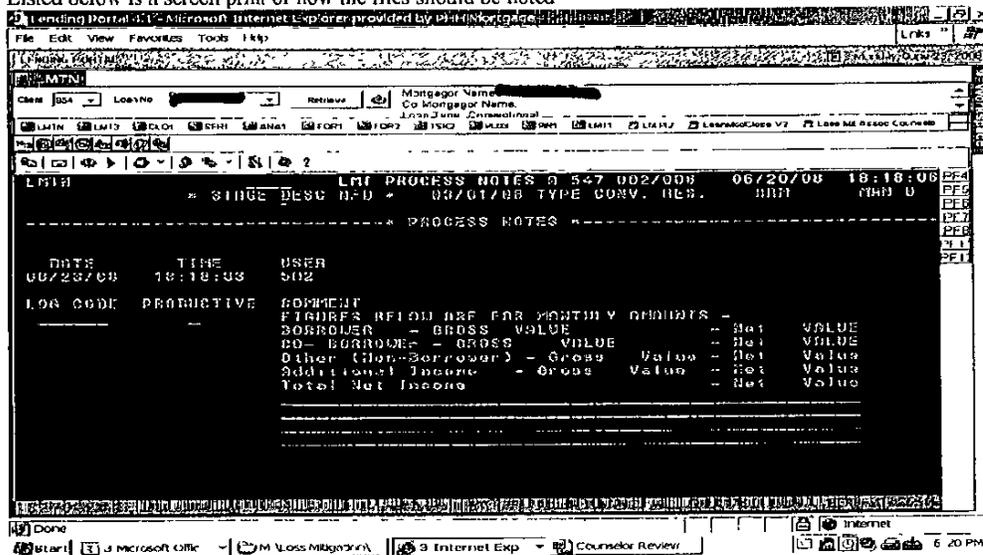
Noting Hardship:

• Go to LMTN Screen
• Hit "F5" key
• Use comment code SLM069 - HARDSHIP IS
• Note a detailed reason starting on the 2 nd line of LMTN
• Hit "Enter" key

Noting Income:

• Go to LMTN Screen
• Hit "F5" key
• Use comment code SLLPFR - PERFORMED FINANCIAL REVIEW
• Note the total monthly gross and net income for all borrowers and or people contributing their income into the household
• Note all additional income being received
• Note the total gross and net income for the household
• Hit "Enter" key

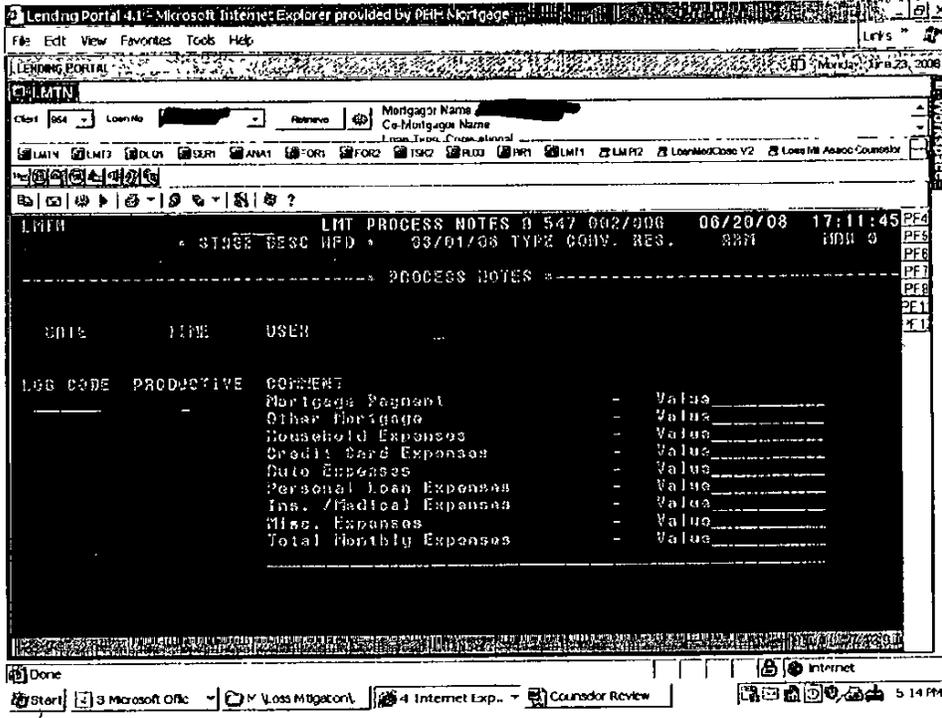
Listed below is a screen print of how the files should be noted



Noting Expenses:

• Go to LMTN Screen
• Hit "F5" key
• Note the summary of expenses financial form
• Note the total month expenses
• Hit "Enter" key

Listed below is a screen print of how the files should be noted



Noting Monthly Surplus:

• Go to LMTN Screen
• Hit "F5" key
• Note the summary of income and expense surplus from the financial form
• Monthly Net Income
• Monthly Total Expenses
• Monthly Surplus (list both the percentage and dollar amount)
• Hit "Enter" key

Negotiator Procedures Manual

Phone Calls and Notation of Files

Initial Review of File and Noting CPI for a Complete File –

Review the file to determine if all the required documents are in the file or if there are any missing documents. If the file is complete follow the steps below. If the loan requires an updated value to be ordered please refer to the Section *Ordering Values*.

Once LMTN is noted with the documents needed to complete the file along with what is currently in the file a phone call(s) need to be placed to the customer to solicit the required documents. The outcome of the call(s) should be noted on LMTN after the call(s) have been made the appropriate letter sent to the customer.

If the required documentation has not been received by the deadline date of the LM008 letter another phone call needs to be made along with the letter LM009 sent to the homeowner. Please see Section *Ordering Letter*.

Negotiator Procedures Manual

Program Type

Upon confirmation of the Income and Expense Worksheet the Specialist will determine the best workout option available for all parties

Specialists will review the customer(s) situation and determine the best workout solution depending on customer(s) intent, hardship, and financial ability Listed below are the available programs

Retention:

<ul style="list-style-type: none">• <u>Repay/Special Forbearance</u>- A special forbearance is a written repayment agreement between PHH Mortgage and a mortgagor which contains a plan to reinstate a loan that has been delinquent
<ul style="list-style-type: none">• <u>Loan Modification</u> - A loan modification is a permanent change in one or more of the terms of a borrower's loan which if made, allows the loan to be reinstated, and results in a payment the borrower can afford Modifications may include a change in the interest rate, capitalization of delinquent principal, interest or escrow items, extension of the time available to repay the loan, and/or re-amortization of the balance due

Disposition:

<ul style="list-style-type: none">• <u>Pre-Foreclosure/Short Sale</u>- The pre-foreclosure sale ("Short sale") option allows a borrower in default to sell his or her home and use the sale proceeds to satisfy the mortgage debt even if the proceeds are less than the amount owed
<ul style="list-style-type: none">• <u>Deed In Lieu (DIL)</u> -- Deed-in-lieu of foreclosure is a disposition option in which a borrower voluntarily deeds collateral property to the investor in exchange for a release from all obligations under the mortgage

Negotiator Procedures Manual

Determining Private Investor Program Type

Listed below are each Private investor's monthly surplus and guidelines for the programs discussed previously

There are some private investors' that PHH is delegated for to make a decision and others private investors PHH does not have delegation. The Negotiator will work with the Private investor that PHH is not delegate to make a decision. The Private investor may have their own specific guidelines to review a file but the general guidelines are listed below.

Please refer to the *Private Investor Delegation Book* for specific information about Private Investors

Private Investor Repayment Plan:

<ul style="list-style-type: none">• Customer(s) must be able to complete a proposed repay with in approximately 12 months• Monthly surplus percentage ranges is approximately $\geq 18.01\%$
--

Private Investor Loan Modification:

<ul style="list-style-type: none">• Monthly surplus percentage ranges is approximately 5-18%<ul style="list-style-type: none">◦ Based on Investor modified rate• No prior Loan Modification completed within the last 12 months<ul style="list-style-type: none">◦ Review investor guidelines• Loan must be at least 3 or more full monthly payments delinquent<ul style="list-style-type: none">◦ There are Private investors that are allowing modifications to be completed on current loans which will depend on the hardship and financial review. Please refer to the <i>Private Investor Delegation Book</i>• Confirmation an exterior BPO has been completed

Private Investor Special Forbearance:

<ul style="list-style-type: none">• Monthly surplus percentage ranges is approximately 0.00-4.99%

Generally a Special Forbearance is done as the first part of the compound workout in which the second part of the workout is a Repayment or Loan Modification. The forbearance is used to establish a payment history.

Private Pre-Foreclosure Sale:

<ul style="list-style-type: none">• Minimum net proceeds of the Pre-Foreclosure sale must net 90% of average two values<ul style="list-style-type: none">◦ Review investor guidelines• The result of the Pre-Foreclosure sale must result in more then \$1000 short fall of a full payoff• Any junior liens should be settled for \$2000 or less
--

Private Deed in Lieu:

<ul style="list-style-type: none">• Property has been marketed at fair Market value for a minimum of 90 days if applicable• Determination that there is a cost savings over a completed foreclosure• Property must have clear title or confirmation any junior lien(s) has been released• Property will be vacant at the time of conveyance
--

Negotiator Procedures Manual

Determining High Risk Program Type

Listed below are each High Risk's guidelines for the programs discussed previously

PHH High Risk files may need to be approved by a supervisor or above for approval and are reviewed by the Negotiator in Loss Mitigation prior to being submitted for review

FHA - HUD Indem. - 5 years Files:

<ul style="list-style-type: none">• Forbearance/Repayment Approval<ul style="list-style-type: none">◦ Delegated to make all decisions up to a 6 month forbearance/repayment agreement
<ul style="list-style-type: none">• Loan Modification Approval<ul style="list-style-type: none">◦ Delegated to make all decisions◦ Capitalization over \$10,000 needs to have a clear title search
<ul style="list-style-type: none">• Short Sale Approval<ul style="list-style-type: none">◦ Delegated to make all decisions
<ul style="list-style-type: none">• Deed in Lieu Approval<ul style="list-style-type: none">◦ Delegated to make all decisions

FHA - HUD Indem. - Life Time Files:

<ul style="list-style-type: none">• Forbearance/Repayment Approval<ul style="list-style-type: none">◦ Delegated to make all decisions up to a 6 month forbearance/repayment agreement
<ul style="list-style-type: none">• Loan Modification Approval<ul style="list-style-type: none">◦ Capitalization is less than \$10,000◦ Interest rate and maturity date remains the same◦ Capitalization over \$10,000 needs to have a clear title search before submitted to Leadership team for approval
<ul style="list-style-type: none">• Short Sale Approval<ul style="list-style-type: none">◦ The net loss to PHH is less than \$10,000◦ Net sale proceeds equal or greater than 84% of the Appraisal average value
<ul style="list-style-type: none">• Deed in Lieu Approval<ul style="list-style-type: none">◦ The savings over REO is more than \$10,000

FHA - HUD Indem. - Life of Loan Files:

<ul style="list-style-type: none">• Forbearance/Repayment Approval<ul style="list-style-type: none">◦ Delegated to make all decisions up to a 6 month forbearance/repayment agreement
<ul style="list-style-type: none">• Loan Modification Approval<ul style="list-style-type: none">◦ Capitalization is less than \$10,000◦ Interest rate and maturity date remains the same◦ Capitalization over \$10,000 needs to have a clear title search before submitted to Leadership team for approval
<ul style="list-style-type: none">• Short Sale Approval<ul style="list-style-type: none">◦ The net loss to PHH is less than \$10,000◦ Net sale proceeds equal or greater than 84% of the Appraisal average value
<ul style="list-style-type: none">• Deed in Lieu Approval<ul style="list-style-type: none">◦ The savings over REO is more than \$10,000

FHA Missed First Legal Files:

<ul style="list-style-type: none">• Forbearance/Repayment Approval<ul style="list-style-type: none">◦ Delegated to make all decisions up to a 6 month forbearance/repayment agreement
<ul style="list-style-type: none">• Loan Modification Approval<ul style="list-style-type: none">◦ Delegated to make all decisions◦ Capitalization over \$10,000 needs to have a clear title search
<ul style="list-style-type: none">• Short Sale Approval<ul style="list-style-type: none">◦ Delegated to make all decisions
<ul style="list-style-type: none">• Deed in Lieu Approval<ul style="list-style-type: none">◦ Delegated to make all decisions

FHA Fraud Files:

<ul style="list-style-type: none">• Forbearance/Repayment Approval<ul style="list-style-type: none">◦ Delegated to make all decisions up to a 6 month forbearance/repayment agreement
<ul style="list-style-type: none">• Loan Modification Approval<ul style="list-style-type: none">◦ Submit to Leadership team for review◦ Capitalization over \$10,000 needs to have a clear title search before submitted to Leadership team for approval
<ul style="list-style-type: none">• Short Sale Approval<ul style="list-style-type: none">◦ Submit to Leadership team for review
<ul style="list-style-type: none">• Deed in Lieu Approval<ul style="list-style-type: none">◦ Submit to Leadership team for review

FHLMC Recourse Files:

<ul style="list-style-type: none">• Forbearance/Repayment Approval<ul style="list-style-type: none">◦ Delegated to make all decisions up to a 6 month forbearance/repayment agreement
<ul style="list-style-type: none">• Loan Modification Approval<ul style="list-style-type: none">◦ Capitalization is less then \$10,000◦ Capitalization over \$10,000 needs to have a clear title search before submitted to Leadership team for approval
<ul style="list-style-type: none">• Short Sale Approval<ul style="list-style-type: none">◦ The net loss is less then \$10,000◦ Net sale proceeds equal or greater than 91% of the Appraisal average value
<ul style="list-style-type: none">• Deed in Lieu Approval<ul style="list-style-type: none">◦ The savings over REO is more then \$10,000

FHLMC Fraud Files:

<ul style="list-style-type: none">• Forbearance/Repayment Approval<ul style="list-style-type: none">◦ Delegated to make all decisions up to a 6 month forbearance/repayment agreement
<ul style="list-style-type: none">• Loan Modification Approval<ul style="list-style-type: none">◦ Capitalization is less then \$10,000◦ Capitalization over \$10,000 needs to have a clear title search before submitted to Leadership team for approval
<ul style="list-style-type: none">• Short Sale Approval<ul style="list-style-type: none">◦ Submit to Leadership team for review
<ul style="list-style-type: none">• Deed in Lieu Approval<ul style="list-style-type: none">◦ Submit to Leadership team for review

FNMA Recourse Files:

<ul style="list-style-type: none">• Forbearance/Repayment Approval<ul style="list-style-type: none">◦ Delegated to make all decisions up to a 6 month forbearance/repayment agreement
<ul style="list-style-type: none">• Loan Modification Approval<ul style="list-style-type: none">◦ Capitalization is less then \$10,000◦ Capitalization over \$10,000 needs to have a clear title search before submitted to Leadership team for approval
<ul style="list-style-type: none">• Short Sale Approval<ul style="list-style-type: none">◦ The net loss is less then \$10,000◦ Net sale proceeds equal or greater than 91% of the Appraisal average value
<ul style="list-style-type: none">• Deed in Lieu Approval<ul style="list-style-type: none">◦ The savings over REO is more then \$10,000

FNMA Fraud Files:

<ul style="list-style-type: none">• Forbearance/Repayment Approval<ul style="list-style-type: none">◦ Delegated to make all decisions up to a 6 month forbearance/repayment agreement
<ul style="list-style-type: none">• Loan Modification Approval<ul style="list-style-type: none">◦ Capitalization is less then \$10,000◦ Capitalization over \$10,000 needs to have a clear title search before submitted to Leadership team for approval
<ul style="list-style-type: none">• Short Sale Approval<ul style="list-style-type: none">◦ Submit to Leadership team for review
<ul style="list-style-type: none">• Deed in Lieu Approval<ul style="list-style-type: none">◦ Submit to Leadership team for review

VA Indem Fraud Files:

<ul style="list-style-type: none">• Forbearance/Repayment Approval<ul style="list-style-type: none">◦ Delegated to make all decisions up to a 6 month forbearance/repayment agreement
<ul style="list-style-type: none">• Loan Modification Approval<ul style="list-style-type: none">◦ Capitalization is less then \$10,000◦ Interest rate and maturity date remains the same◦ Capitalization over \$10,000 needs to have a clear title search before submitted to Leadership team for approval
<ul style="list-style-type: none">• Short Sale Approval<ul style="list-style-type: none">◦ The net loss to Cendant is less then \$10,000◦ Net sale proceeds equal or greater than 88% of the Appraisal average value
<ul style="list-style-type: none">• Deed in Lieu Approval<ul style="list-style-type: none">◦ The savings over REO is more then \$10,000

Private Recourse Files:

<ul style="list-style-type: none">• Forbearance/Repayment Approval<ul style="list-style-type: none">◦ Delegated to make all decisions up to a 6 month forbearance/repayment agreement
<ul style="list-style-type: none">• Loan Modification Approval<ul style="list-style-type: none">◦ Capitalization is less then \$10,000◦ Capitalization over \$10,000 needs to have a clear title search before submitted to Leadership team for approval
<ul style="list-style-type: none">• Short Sale Approval<ul style="list-style-type: none">◦ The net loss is less then \$10,000◦ Net sale proceeds equal or greater than 91% of the Appraisal average value
<ul style="list-style-type: none">• Deed in Lieu Approval<ul style="list-style-type: none">◦ The savings over REO is more then \$10,000

Private Fraud Files:

<ul style="list-style-type: none">• Forbearance/Repayment Approval<ul style="list-style-type: none">◦ Delegated to make all decisions up to a 6 month forbearance/repayment agreement
<ul style="list-style-type: none">• Loan Modification Approval<ul style="list-style-type: none">◦ Capitalization is less then \$10,000◦ Capitalization over \$10,000 needs to have a clear title search before submitted to Leadership team for approval
<ul style="list-style-type: none">• Short Sale Approval<ul style="list-style-type: none">◦ Submit to Leadership team for review
<ul style="list-style-type: none">• Deed in Lieu Approval<ul style="list-style-type: none">◦ Submit to Leadership team for review

MI is PHH:

<ul style="list-style-type: none">• Forbearance/Repayment Approval<ul style="list-style-type: none">◦ Delegated to make all decisions up to a 6 month forbearance/repayment agreement
<ul style="list-style-type: none">• Loan Modification Approval<ul style="list-style-type: none">◦ Capitalization is less then \$10,000◦ Capitalization over \$10,000 needs to have a clear title search before submitted to Leadership team for approval
<ul style="list-style-type: none">• Short Sale Approval<ul style="list-style-type: none">◦ Submit to Leadership team for review
<ul style="list-style-type: none">• Deed in Lieu Approval<ul style="list-style-type: none">◦ Submit to Leadership team for review

Negotiator Procedures Manual

Determining High Risk Loan:

- Go to MAS1
- Go to USR2
- Review line under SVGSPEC PROCESS
 - There will be a 2H located in this field

The screenshot shows a web browser window titled 'Lending Portal 4.1'. The main content area displays a loan summary for 'SVGSPEC PROCESS' (loan ID 201156). The summary is organized into several sections:

- Loan Details:**
 - NAME: SVGSPEC PROCESS
 - EXPANDED USER FID: 03
 - OC STAT: 03
 - TO CONFIRM: 03
 - PLEDGE: 03
 - TOTAL DRAFT: 03
 - DATE: 06/07/10
 - FILE: 16:44:44
 - GROUP: 03
- Loan Structure:**
 - 3 POS
 - LD 3 A
 - CGDE
 - SEC 8
 - PHR
 - HMP AVG VALUE: 300,000.00
 - HMP TAX: 0.00
 - HMP ESC: 0.00
 - PERCENT: 0.00
 - FLD 3: 0.00
 - FLD 1 A: 0.00
- Additional Fields:**
 - 5 POS
 - FLD 1 A
 - HL FC
 - HUNDER
 - 6 POS
 - FLD 2 A
 - CONDO
 - HAZARD
 - HMP INS: 0.00
 - HMP ESC: 0.00
 - PERCENT: 0.00
 - FLD 4: 0.00
 - OUTSRCE: 0.00
 - FLUS: 0.00

At the bottom of the summary, there is a status message: "ACTIVE LOSS MITIGATION. LOSS MIT IND = L SHORT SALE COMPLETED. LOAN IS IN FORECLOSURE. F/C STOP = 8. FULL SETTLEMENT 04/30/09. 523 DAYS PAST PROJECTED LEGAL DATE."

The browser's taskbar at the bottom shows several open windows: 'Start', '5 Microsoft Office', '16 Microsoft Office', '2 Microsoft Office', and 'Lending Portal 4.1'. The system clock indicates the time is 4:45 PM.

Determining Recourse Loan (High Risk):

- Follow above Determining High risk instruction to determine if there is a 2H on the loan
- Go to MAS1
- Go to NOT1
- Review line under RECOURSE
 - o Flag will be a S or P
 - o Date noted will be when the recourse expires
 - If there is no date it is a life of loan recourse

Lending Portal 4.1

File Edit View Favorites Tools Help

MAS1/NOT1 E-Mail

Item 954 Loan No. [REDACTED] Refresh

SEMI LMT LMD LMIN NOTS P30 D1 D1 FMT7 SAF1 TSK10 ANAT DDC1 DDC2 DDC8

MSI LOAN MSP LOAN MASTER MAINT. S DISPLAY 06/07/10 16:47:49
 NAME TYPE 16 131 ATG.CONVEN W/LHS 88007

--- RATE --- RATE CLASS ---

INTEREST RATE %	PRINCIPAL BALANCE	AMOUNT	LOAN TERM	NEXT PAYMT NUMBER	LOAN TYPE
8.19/AN	111365.92	19900 (THOUS. DOLLARS)	600	014	I G

CHARGE-OFF BAL CHARGE-OFF DATE MMDDYY

CLOSING DATE	NOTE DATE	MATURITY DATE	PAYMENT DUE DATE	1ST PAYMT DATE
022207 (MMDDYY)	022207 (MMDDYY)	0536 (PRTY)	090106 (MMDDYY)	040107 (MMDDYY)

INTEREST DUE FROM CLOSING	ESCHON DUE FROM CLOSING	ORIGINATION FEE	RECOURSE FLAG	RECOURSE DATE	PAYOFF EFF DATE
.00	.00		(S,P)	(PRTY)	MM/DD/YY

ACTIVE LOSS MITIGATION LOSS MIT IND = L SHORT SALE COMPLETED
 LOAN IS IN FORECLOSURE, F/C STOP = 8 FULL SETTLEMENT 04/30/09
 523 DAYS PAST PROJECTED LEGAL DATE

Done Internet

Start 5 Microsoft Off. 16 Microsoft Off. 2 Microsoft Off. ending Portal 4.1 4.4/114

Negotiator Procedures Manual

Approved Foreclosure Repayment and Forbearance Agreements

Approved Foreclosure Repayment Plan:

<ul style="list-style-type: none"> Input following comment code on LMTN - <ul style="list-style-type: none"> SLLMLL - Repay Approved
<ul style="list-style-type: none"> Note LMTN with the decision in detail <ul style="list-style-type: none"> See example below
<ul style="list-style-type: none"> Go to LMT1
<ul style="list-style-type: none"> Update PROC to 5B1 for foreclosure repayment plans
<ul style="list-style-type: none"> Update Template to REPAY

Approved TYPE2 or Forbearance Plan:

<ul style="list-style-type: none"> Input following comment code on LMTN - <ul style="list-style-type: none"> SLLMPP - F/B Approved, sent to spec
<ul style="list-style-type: none"> Note LMTN with the decision in detail <ul style="list-style-type: none"> See example below
<ul style="list-style-type: none"> Go to LMT1
<ul style="list-style-type: none"> Update PROC to 5ML for forbearance and TYPE2 plans
<ul style="list-style-type: none"> Update Template to one of the following <ul style="list-style-type: none"> TYPE2 FBPLAN

Example of notes for a Repay or Forbearance:

The screenshot shows a software window titled "Lending Portal" with a menu bar (File, Edit, View, Favorites, Tools, Help) and a toolbar. Below the toolbar is a list of tabs including LMTN, LMT1, LMT2, LMT3, LMT4, LMT5, LMT6, LMT7, LMT8, LMT9, LMT10, LMT11, LMT12, LMT13, LMT14, LMT15, LMT16, LMT17, LMT18, LMT19, LMT20, LMT21, LMT22, LMT23, LMT24, LMT25, LMT26, LMT27, LMT28, LMT29, LMT30, LMT31, LMT32, LMT33, LMT34, LMT35, LMT36, LMT37, LMT38, LMT39, LMT40, LMT41, LMT42, LMT43, LMT44, LMT45, LMT46, LMT47, LMT48, LMT49, LMT50, LMT51, LMT52, LMT53, LMT54, LMT55, LMT56, LMT57, LMT58, LMT59, LMT60, LMT61, LMT62, LMT63, LMT64, LMT65, LMT66, LMT67, LMT68, LMT69, LMT70, LMT71, LMT72, LMT73, LMT74, LMT75, LMT76, LMT77, LMT78, LMT79, LMT80, LMT81, LMT82, LMT83, LMT84, LMT85, LMT86, LMT87, LMT88, LMT89, LMT90, LMT91, LMT92, LMT93, LMT94, LMT95, LMT96, LMT97, LMT98, LMT99, LMT100. The main window displays a list of notes for LMTN 0908662434. The notes are as follows:

Date	Time	User	Notes
01/09/09			LMT PROCESS NOTES
01/09/09	19:44:55	58K	APPROVED REPAY PLAN AS FOLLOWS 1200 BY 01/20/09 1,908.62 APPROX MONTHLY PAYMENTS FROM 02/20/09 TO 01/20/2011
01/06/09	19:16:50	58K	REPAY APPROVED - SENT TO REP SPECIALIST
01/06/09	19:07:28	585	REPAY --- LIT NIGHT TEAM REVIEWED AND APPROVED OR 24 MONTH REPAY THAT WAS WORKED OUT ON THIS MEDI ATION. CUST FELT COULD NOT DO 12 MONTH REPAY SO WD DEED TOO HIGH.
12/22/08	15:23	31 58K	TRIED CALLING COUNCIL HE WAS OUT SICK. TRIED CALLIN G HIS VOICEMAIL IS FULL. TO SPEAK WITH HIM WE SE NDING OUT
12/19/08	14:28:52	TJP	HANDLED LOSS MITIGATION COLL FOR CLEA TO SPK WITH LMT/AV PROC NAME, 800, EXTN //CA ALL ON ANYTIME/DID BOLD XFER TO LMT
12/11/08	14:02:46	585	ASSIGNED FILE TO ... TO FOLLOWUP W FC ATTY
12/04/08	15:27:40	503	REVIEWED REPAY BREAKDOWN W FC ATTY.

The screenshot also shows a taskbar at the bottom with the following icons: Start, Zenia Loc, Internet, 2 Intern, M Polow, Windows M, Microsoft, and a system tray showing 1:37 PM.

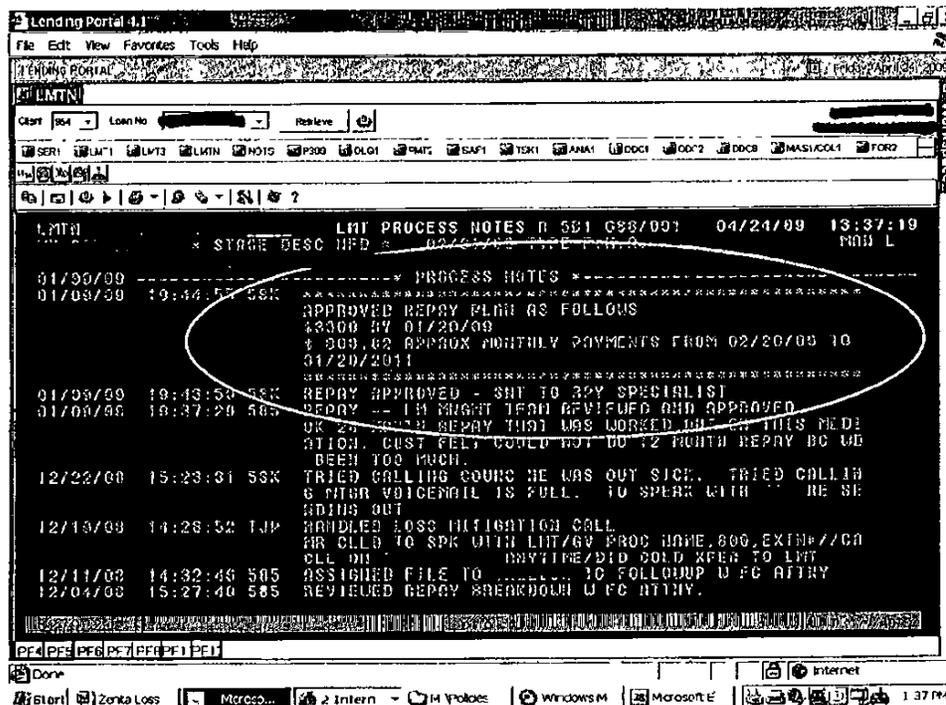
Negotiator Procedures Manual

Approved Collection Repayment Plans

Approved Collection Repayment Plan:

<ul style="list-style-type: none"> • Input comment code SLLMRR (Collection Repay) on LMTN
<ul style="list-style-type: none"> • Note LMTN with the decision in detail
<ul style="list-style-type: none"> • Input the Repay on DLQ2 Screen
<ul style="list-style-type: none"> • Close out the Loss Mitigation Template on LMT1 <ul style="list-style-type: none"> ○ Input R under STAT ○ Input removal code 03 - Collection Repayment Plan ○ Use today's date under Approved/Denied ○ Hit Enter

Example of notes for a Repay or Forbearance:



Once a Collection plan has been accepted the following steps need to be completed on DLQ2 to input the terms of the repay

Listed below are the steps to add a repay to DLQ2

- Go to the DLQ2 Screen
- Input the date the repayment plan will begin
- Select the amount of the monthly payment
 - Put an "x" monthly payment
- Hit Enter
 - If you do not hit F15 this will give you an estimate of the payment amount for the repayment plan
- Hit F15 to confirm this is the plan you want setup
- When the prompt to order a letter select "Y" and hit enter

The screenshot shows a terminal-style interface for a Lending Portal. The main window displays a 'DELINQUENCY' screen for account 688/001, dated 04/24/09. It details a repayment plan with a start date of 02/01/09 and a total due amount of \$3,951.81. The plan includes a suspension fee of \$275.37 and a total due amount of \$1,926.14. The interface includes a menu bar with options like 'DLQ2/DUE', a toolbar with function keys (F1-F12), and a status bar at the bottom showing the system time as 1:52 PM.

```

DELINQUENCY 688/001 04/24/09 13:52:12
02/01/09 L/RP/PH DUE: 1,926.14
PMT: 596.55
-----
REPAYMENT PLAN SCRATCH PAD
PMT DUE: 3 DUE DATES: 02/01/09 - 04/01/09 TOT DUE: 3,951.81 6
PLAN PMT: 12 INCL: L/C- Y * NSF- N OTHER- Y * OPT INS- N CORP ADV- Y *
DEBIT: SUSPENSE- Y
PLAN PMT: 3 MONTHLY INTERL PMT OF .00 US 0 $ AND/OR
BEGINNING 05/09 0 WEEKS OR MONTHLY, PMT OF 917.56 CR
1 1/2 1 1/2 1 1/2 1 2/3 1 3/4 2 11,368.76
-----
SUSPENSE DUE: 275.37 INTEREST DUE: .00
LAST PLAN PAYMENT FOR 876.64 DUE ON 051510
REC CORP ADV BAL: 2,300.93
-----
PAYMENTS DUE
REPA/DUE DTE 02/01/09
* DUE/PYM ( 3 ) 596.55
L/C AMOUNT 15.15
PAYM : L/C 611.70
PYMT AMTS DUE 1,789.65
TOTAL DUE 1,926.14
PAYMENTS LATE CHRG NSF FEES OTHER
TOTAL: 3 1,926.14 1,789.65 60.00 .00 75.69
PF15 TO CONFIRM
  
```

Negotiator Procedures Manual

Preparing a Loan Modification Worksheet

Listed below are the steps to prepare a loan modification. Each investor may have some specific requirements when preparing the loan modification. For the investor specific for each investor please refer to the loan modification matrix.

If the investor or the mortgage insurer provides documentation that a loan modification has been approved without the required documentation add the correspondence to the file and proceed with preparing the loan modification.

Listed below is how to prepare a general loan modification.

Information for the header of the loan modification:

<ul style="list-style-type: none">• A- Input Borrower's last name
<ul style="list-style-type: none">• B- Input Borrower's loan number
<ul style="list-style-type: none">• C- Input Investor Abbreviation<ul style="list-style-type: none">○ FHA○ VA○ Private○ HR○ FNMA○ FHLMC
<ul style="list-style-type: none">• D- Input investor 3 character loan number<ul style="list-style-type: none">○ This can be found on the DLQ1 screen to the right of the "INV" field
<ul style="list-style-type: none">• E- Use the drop down box to select the correct loan type<ul style="list-style-type: none">○ This can be found on the DLQ1 screen below the loan number

Listed below is how to input the information into the Income Section of the loan modification.

Information for Income Section:

<ul style="list-style-type: none">• F- Input the information from the financial worksheet showing monthly income
<ul style="list-style-type: none">• G- Input the amount of money currently being held in the suspense account<ul style="list-style-type: none">○ To determine the amount in suspense if any go to the DLQ1 screen and look to see the amount list in the "Suspense" field. The suspense field is found on the left-hand side of the screen.

Listed below is screen of where you will be able to obtain the information for letter F.

The screenshot shows a Microsoft Excel spreadsheet with the following data:

	A	B	C	D	E	F
43		Monthly Gross	Monthly Net	EXPENSES		
44	Mortgagor	\$ -	\$ -	MORTGAGE PAYMENT	\$	1 054 86
45	Co-Mortgagor	\$ 1 981 96	\$ 1 646 52	OTHER MORTGAGES	\$	-
46	Commission	\$ -	\$ -	HOUSEHOLD EXPENSES	\$	1 009 00
47	Additional Income	\$ -	\$ 1 938 11	CREDIT CARD EXPENSES	\$	63 00
48	Total	\$ 1 981 96	\$ 3 584 63	AUTO EXPENSES	\$	483 00
49	Total Expenses			PERSONAL LOANS	\$	-
50	Total Surplus Income			INS./MEDICAL EXPENSES	\$	369 00
51	Total Surplus Amount			MISC. EXPENSES	\$	32 00
52				TOTAL EXPENSES		

Information for Hardship Section:

- H- Note Borrower's Hardship

Information for Expenses Section:

- I- Input monthly expenses from the financial worksheet

The screen print listed above will allow you to obtain the information needed for letter I

Information for Outstanding Debt Section:

<ul style="list-style-type: none"> • J- Input the appropriate Administrative Fee if applicable Please refer to Loan Modification Matrix
<ul style="list-style-type: none"> • K- Input the appropriate Title Fee if applicable, please refer to Loan Modification Matrix
<ul style="list-style-type: none"> • L- Input the appropriate Recording Fee if applicable, please refer to Loan Modification Matrix <ul style="list-style-type: none"> ○ Please note that the Title Fee can not be Capitalized
<ul style="list-style-type: none"> • M- Input the Escrow Advance <ul style="list-style-type: none"> ○ To Calculate Escrow Advance Steps are below ○ Go to ANA1 screen ○ Hit "tab" once ○ Enter Loan Modification Effective Date ○ Hit Enter ○ A negative amount to the right of the "Shortage" is the escrow advance When inputting onto loan modification sheet always make the number positive ○ A positive amount to the right of the "Shortage" a 0 is the escrow advance
<ul style="list-style-type: none"> • N – Enter loan modification Effective Date
<ul style="list-style-type: none"> • O - Input Escrow Setup <ul style="list-style-type: none"> ○ To Calculate Escrow Setup the Steps are below ○ Determine if there any payments changes per the DLQ1/DUE1 screen ○ Determine the monthly T&I for the each and all payment changes is applicable <ul style="list-style-type: none"> ▪ To determine T&I subtract total payment minus the P&I If there is a payment change go to P191 and then follow the same step ○ If the effective date is not the current month then calculate the total number of payments through the effective date accordingly ○ Multiply the T&I by the total number of payments for each payment amount ○ If there is more then one payment amount adds the sums of the step above together to determine the total escrow setup amount
<ul style="list-style-type: none"> • P – Enter loan modification Effective Date
<ul style="list-style-type: none"> • Q – Enter the amount of the late charges from the DLQ1 screen <ul style="list-style-type: none"> ○ Please note that Late Charges can not be Capitalized
<ul style="list-style-type: none"> • R - Enter the amount of the NSF fees from the DLQ1 screen <ul style="list-style-type: none"> ○ Please note that NSF Fees can not be Capitalized
<ul style="list-style-type: none"> • S – Input the outstanding Attorney Fee Please see Loan Modification Matrix to determine if Attorney Fees can be Capitalized
<ul style="list-style-type: none"> • T - Enter the date the Attorney Fees and Cost are good through if applicable
<ul style="list-style-type: none"> • U – Input the Mortgagor Recoverable/ Corporate Advance from P192
<ul style="list-style-type: none"> • V -If a BPO has been ordered through Loss Mitigation and is not part of the Corporate Advance charge the appropriate fee
<ul style="list-style-type: none"> • W - Enter the amount of the Other Fees from the DLQ1 screen <ul style="list-style-type: none"> ○ Please note that Other Fees can not be Capitalized
<ul style="list-style-type: none"> • X- Input the amount of the Delinquent Interest through the Effective Date <ul style="list-style-type: none"> ○ To Calculate the Delinquent Interest the steps are below ○ Go to PAY1 Screen ○ Hit "F1" twice bring you to PAY2 ○ Change the "As Of" Date to the Effective Date ○ Hit "F1" twice bring you to PAY4 ○ The amount to the right of Total Interest is the Delinquent Interest
<ul style="list-style-type: none"> • Y - Enter loan modification Effective Date

Information for Contribution Section:

<ul style="list-style-type: none"> • Z- Input the first payment due date
<ul style="list-style-type: none"> • AA – The total amount of the contribution owed by the borrower is automatically calculated

Information for the Loan Information Section:

• BB - Input the current Unpaid Principal Balance from the DLQ1 screen
• CC - Input the current interest rate from the DLQ1 screen
• DD - Enter Last paid installment which is the due date from the DLQ1 screen minus one month
• EE - Enter the current P&I payment from the DLQ1 screen
• FF - Enter the current T&I payment minus any escrow shortage from the P191 screen
• GG - Enter the escrow shortage from the P191 screen
• HH - Total of the current monthly payment without an escrow shortage. This auto populates
• II - Enter the original maturity date from the DLQ1/LOAN screen

Information for the Modification Terms Section:

• JJ - The modified Unpaid Principal Balance will auto populate. The Modified UPB is the current UPB plus the amount the "Capped" amount
• KK - Enter the Modified Interest Rate. Please refer to Loan Modification Matrix for Interest rate guidelines
• LL - Enter the modified term for the loan modification. Please refer to Loan Matrix for Modified Term guidelines
• MM - The new P&I payment will auto populate
• NN - Enter the new T&I payment from the ANA1 screen under the projected column
• OO - The total monthly payment will auto populate
• PP - Enter the effective date of the loan modification
• QQ - Enter the 1 st modified payment due date, which is the month after the effective date
• RR - The new maturity date will auto populate based on the term entered and the effective date of the loan modification. Please refer to Loan Modification Matrix for extending the term guidelines

Please note the "Special Loan Mod" will most of the same steps as above with some differences. Please refer to the specific guide for each Special Mod and the specific steps.

Negotiator Procedures Manual

Steps for Specialty Loan Modifications

Listed below are the additional or substituted steps to prepare a specialty loan modification

Arm to Arm Loan modification:

<ul style="list-style-type: none"> • Confirm the accurate interest rate based on the effective date To determine when the interest rate will adjust go to SER1/ARM1 screen
<ul style="list-style-type: none"> • Obtain a copy of the original mortgage
<ul style="list-style-type: none"> • Obtain the original recording information from the Commander program
<ul style="list-style-type: none"> • Prepare the LM036 letter The letter includes <ul style="list-style-type: none"> ○ Recording Information ○ Modified Principal Balance ○ Modified Interest Rate ○ New Monthly Principal and Interest Payment ○ First Modified Payment Due Date ○ Maturity Date
<ul style="list-style-type: none"> • Attach the Specialty Loan Mod Coversheet to the outside of the folder and select ARM to ARM
<ul style="list-style-type: none"> • Transfer the file to the Associate to have the package sent <ul style="list-style-type: none"> ○ The package should include ○ 2 Error and Omission Pages ○ 1 Loan Modification Explanation Letter (LM079)

Interest Only Arm to Interest Only Arm Loan modification:

<ul style="list-style-type: none"> • Unprotect the Loan Modification Worksheet
<ul style="list-style-type: none"> • Delete out the PI payment and enter the interest only payment <ul style="list-style-type: none"> ○ The monthly interest payment may also be calculated by taking the new UPB multiplied by the interest rate and divided by 12 months
<ul style="list-style-type: none"> • Generally there is no extension for the Interest Only Period, if one is needed please obtain Team Lead or above approval
<ul style="list-style-type: none"> • After the loan mod script is run the loan mod worksheet should be deleted from the "Mod Worksheets" folder on the M drive because the Specialist will prepare the loan mod agreement
<ul style="list-style-type: none"> • Note on LMTN the terms are for an Interest Only Arm to Interest Only Arm loan mod
<ul style="list-style-type: none"> • Obtain a copy of the original mortgage
<ul style="list-style-type: none"> • Obtain the original recording information from the Commander program
<ul style="list-style-type: none"> • Obtain the Interest Only period end date from the MASI/PYT1 screen It is the month prior to the date found to the right of "INT-ONLY FLAG Y EXPIRES" The date listed on MASI/PYT1 is the date the loan will begin paying payments of principal and interest
<ul style="list-style-type: none"> • Prepare the specific loan mod agreement <ul style="list-style-type: none"> ○ Enter the bolded info. normal customer info. loan mod terms (i.e. UPB, rate, maturity date, and the interest only payment amount), and the recording info ○ Input in interest only end date and the first payment of principal and interest date
<ul style="list-style-type: none"> • Open the LMARVW task to notify an email is being sent to have them QC the document
<ul style="list-style-type: none"> • Email a copy of the loan mod worksheet and agreement to "MBS Servicing ARM Team" for QC prior to the loan being sent to the homeowner <ul style="list-style-type: none"> ○ General time line for the completion of the review and response is 24 hours
<ul style="list-style-type: none"> • Attach the Specialty Loan Mod Coversheet to the outside of the folder and select Interest Only ARM to Interest Only ARM

- Transfer the file to the Associate to have the package sent
 - The package should include
 - 4 Loan Modification Agreements
 - 2 Error and Omission Pages
 - 1 Loan Modification Explanation Letter (LM079), adjust letter to interest only payment

Interest Only Fixed to Interest Only Loan Fixed modification:

- | |
|--|
| <ul style="list-style-type: none"> • Unprotect the Loan Modification Worksheet |
| <ul style="list-style-type: none"> • Delete out the PI payment and enter the interest only payment <ul style="list-style-type: none"> ◦ The monthly interest payment may also be calculated by taking the new UPB multiplied by the interest rate and divided by 12 months |
| <ul style="list-style-type: none"> • Generally there is no extension for the Interest Only Period, if one is needed please obtain Team Lead or above approval |
| <ul style="list-style-type: none"> • After the loan mod script is run the loan mod worksheet should be deleted from the "Mod Worksheets" folder on the M drive because the Specialist will prepare the loan mod agreement |
| <ul style="list-style-type: none"> • Note on LMTN the terms are for an Interest Only to Interest Only loan mod |
| <ul style="list-style-type: none"> • Obtain a copy of the original mortgage |
| <ul style="list-style-type: none"> • Obtain the original recording information from the Commander program |
| <ul style="list-style-type: none"> • Obtain the Interest Only period end date from the MASI/PYT1 screen It is the month prior to the date found to the right of "INT-ONLY FLAG Y EXPIRES" The date listed on MASI/PYT1 is the date the loan will begin paying payments of principal and interest |
| <ul style="list-style-type: none"> • Prepare the specific loan mod agreement <ul style="list-style-type: none"> ◦ Delete the sub-heading on the first page It says "(Providing for Adjustable Interest Rate)" ◦ Enter the bolded info normal customer info, loan mod terms (i.e. UPB, rate, maturity date, and the interest only payment amount), and the recording info ◦ Input in interest only end date and the first payment of principal and interest date |
| <ul style="list-style-type: none"> • Send the modification agreement to Jim Edmonds for QC approval prior to be sent to the borrower |
| <ul style="list-style-type: none"> • Attach the Specialty Loan Mod Coversheet to the outside of the folder and select Interest Only Loan Mod |
| <ul style="list-style-type: none"> • Transfer the file to the Associate to have the package sent <ul style="list-style-type: none"> ◦ The package should include ◦ 4 Loan Modification Agreements ◦ 2 Error and Omission Pages ◦ 1 Loan Modification Explanation Letter (LM079), adjust letter to interest only payment |

Step Rate Loan modification:

<ul style="list-style-type: none"> • Generally only done only on FNMA loans
<ul style="list-style-type: none"> • Determine the interest rate and the duration for each step based on the spreadsheet provided by FNMA. This will also provide the new P&I payment based for each step
<ul style="list-style-type: none"> • Determine that the monthly surplus will support the new P&I payment for each step
<ul style="list-style-type: none"> • Prepare an accurate modification worksheet for each step and confirm the new P&I on each worksheet match the figures on the spreadsheet provided by FNMA
<ul style="list-style-type: none"> • After the loan mod script is run the loan mod worksheet should be deleted from the "Mod Worksheets" folder on the M drive because the Specialist will prepare the loan mod agreement
<ul style="list-style-type: none"> • Note LMTN with the specific step rates, new P&I and effective date of each change
<ul style="list-style-type: none"> • Obtain a copy of the original mortgage
<ul style="list-style-type: none"> • Obtain the original recording information from the Commander program
<ul style="list-style-type: none"> • Prepare the specific loan mod agreement <ul style="list-style-type: none"> ○ Enter the bolded info normal customer info, loan mod terms (i.e. UPB, rate, maturity date), and the recording info. Include the Original Lender ○ Enter specific step information which included, Interest Rate, Effective Date, 1st Payment Date and new P&I for all steps
<ul style="list-style-type: none"> • Attach the Specialty Loan Mod Coversheet to the outside of the folder and select Step Mod
<ul style="list-style-type: none"> • Attach a copy of the FNMA worksheet on the outside of the folder
<ul style="list-style-type: none"> • Transfer the file to the Associate to have the package sent <ul style="list-style-type: none"> ○ The package should include ○ 4 Loan Modification Agreements ○ 2 Error and Omission Pages ○ 1 Loan Modification Explanation Letter (LM079), adjust letter to reflect the step information

Assumption Loan modification:

<ul style="list-style-type: none"> • The mortgage must be assumable, to determine this check with the Special Processing Department
<ul style="list-style-type: none"> • The assumer must demonstrate that he/she has sufficient income to support the mortgage and other monthly expenses
<ul style="list-style-type: none"> • Investor and/or supervisory approval is required for all assumptions <ul style="list-style-type: none"> ○ For FNMA, PHH is not delegated for this type of combo workout and must submit a request with assumer's name and social security number through HSSN. In the HSSN submission, you should note that you are requesting "non-qualifying" assumption
<ul style="list-style-type: none"> • Open the assumption task ASMDOC
<ul style="list-style-type: none"> • Email Special Loans Department to prepare a request to prepare the assumption agreement and the recording information, the mortgagor's name that is coming off the loan and the assumer's name and mailing address
<ul style="list-style-type: none"> • The general turn around time for the assumption to be completed is 2 business days
<ul style="list-style-type: none"> • Attach the special workout coversheet to the file
<ul style="list-style-type: none"> • Transfer the file to the Associate to have the package sent <ul style="list-style-type: none"> ○ The package should include ○ 4 Loan Modification Agreements ○ 2 Error and Omission Pages ○ 1 Loan Modification Explanation Letter (LM079), adjust letter to reflect the step information ○ Assumption Agreement

Negotiator Procedures Manual

Submitting to Investor for Approval

(new script with form)

https://portal.infismd.com - Lending Portal 4.1 - Microsoft Internet Explorer provided by PHH Mortgage

File Edit View Favorites Tools Help

Lending Portal

Director

Tools

- 3270 Explore
- Business Calculator
- Compound Tool
- E-Mail
- Loan Activity
- Loan Calculator
- Loan Snapshot
- Snapshot Buckets
- Task Tracking
- Preferences
- My Favorites
- Help

Client: [redacted] Loan No: [redacted] Mortgage Name: [redacted]
 Co-Mortgage Name: [redacted]

Loan Terms: EHA, Recast/ARMP

LNTH LNTH3 DLDT SERI ANA1 FURN FOR2 ISK2 PLO2 LMI LMR2

LNTH LHT PROCESS NOTES A 302 515/021 06/27/08 14:22:38
 STAGE DL30 RFD 06/20/07 TYPE F.B.B.

----- PROCESS NOTES -----

DATE	TIME	USER
06/06/08	16:30:56	553

100 CCSE PRODUCTIONS COMMENT
 CCP:851,744.34 INCLUDE ESCROW ADV:672.78; ESCROW STUP
 :2,743.74; DL2 INTR:225.14.

 ADV:1:08.130.25 INCLUDE DEMO:875.00; 1.683104.20; NY
 TRF FEE/COST:820.30; CCP: ADV:2,268.50; OTHER:38172.
 25.

Start | Deleted Items | 3 Internet E | 2 Windows Ex | 2 Microsoft Cf | Microsoft Word | 2:22 PM

https://portal.mhhsand.com - Lending Portal 4.1 - Microsoft Internet Explorer provided by PHH North

File Edit View Favorites Tools Help

Lending Portal

Director

Tools

- 3270 Explorer
- Business Calc
- Compound Tool
- E-Mail
- Loan Activity
- Loan Calculator
- Loan Snapshot
- Snapshot Buckle

Task Tracking

Preferences

My Favorites

Help

Lending Portal

Client 064 Loan No [redacted] Retrieve Mortgage Name [redacted] Co-Mortgagor Name [redacted] Loan Type: FHA, Document: ARM

LMTN LMT3 DLCH SER ANA1 FOR1 FOR2 ISK2 PLO3 INI LMT1 LMP2

LMTN

LMT PROCESS NOTES 0 302 115/021 06/27/08 14:22:48

SINGLE DLSC REF 06/21/07 TYPE F.I.L.N.

PROCESS NOTES

DATE	TIME	USER
06/09/08	16:30:57	BS2

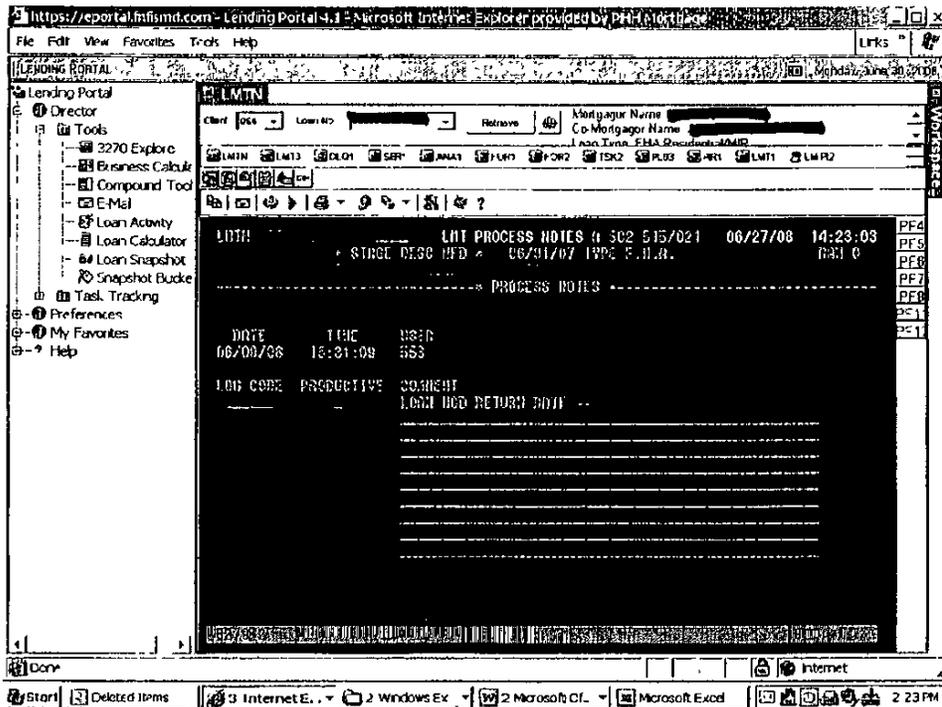
LOG OPER PRODUCTIVE COMMENT

ARM TERMS: 4038110, 272.79; RATE 6.8; TERM 366 INT: P13774.85; I1:257.32; ITP181,902.27; EFF 07/01/08; 181 PRT BUE 06/01/08; 0314 07/01/08.

PF4
PF5
PF6
PF7
PF8
PF9
PF10
PF11

Done

Start | Internet Explorer | Windows Explorer | Microsoft Office Word 2003 | Microsoft Excel 2003 | 2:22 PM



Updating LMT3 for an Approved Loan Mod:

- Update step L25 on LMT3 under the actual date with today's date
- Update step L38 on LMT3 under the schedule date with the scheduled closing date

Ordering Letter to be sent with Loan Mod:

- Go to PL03
- Order two LM068 Letter
- Order one LM079 Letter

Listed below are the fields for the LM079 letter

LM079 Letter

<u>Step</u>	<u>Description</u>
U090 Specific Date	Modification Return Date
U016 Amount of Check (Omit \$)	Contribution Amount
U106 Principal Balance	Modified UPB
U079, Interest Rate Has Changed To	Interest Rate
U204 Date Note Rate is Effective	Effective Date of Loan Mod
U008 Payment Due Date (MM/DD/YYYY)	1 st Payment Date
U054 P&I Would Be	Modified P&I
U111 Escrow Payment	Modified Escrow Payment
U109 New Monthly Payment	Total Modified Payment
U246, Fee Amount (Omit \$)	Loan Mod Administrative Fee
U242 Recording Fee	Loan Mod Recording Fee
U246 Fee Amount (Omit \$)	Escrow Advance and Escrow Setup
U246 Fee Amount (Omit \$)	Late Charges
U246 Fee Amount (Omit \$)	Outstanding Attorney Fees and Cost
U247 Balance of Fee	Corporate Advance
U247 Balance of Fee	Delinquent Interest
U248 Specific Amount (Omit \$)	1 st Modified Pmt (FILMC Only)
U250 Amount (Omit \$)	Other Fees
U249 Total Payment (Omit \$)	Contribution Amount
U235 Total Amount Due (Omit \$)	Capped Amount

Negotiator Procedures Manual

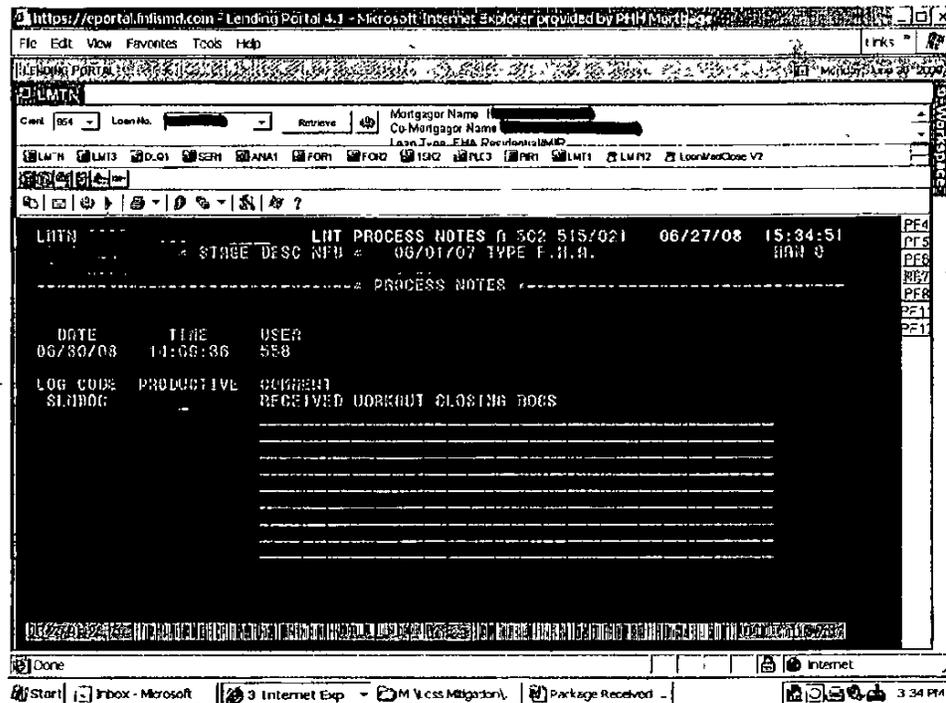
Closing Team - Noting an Completed Loan Modification

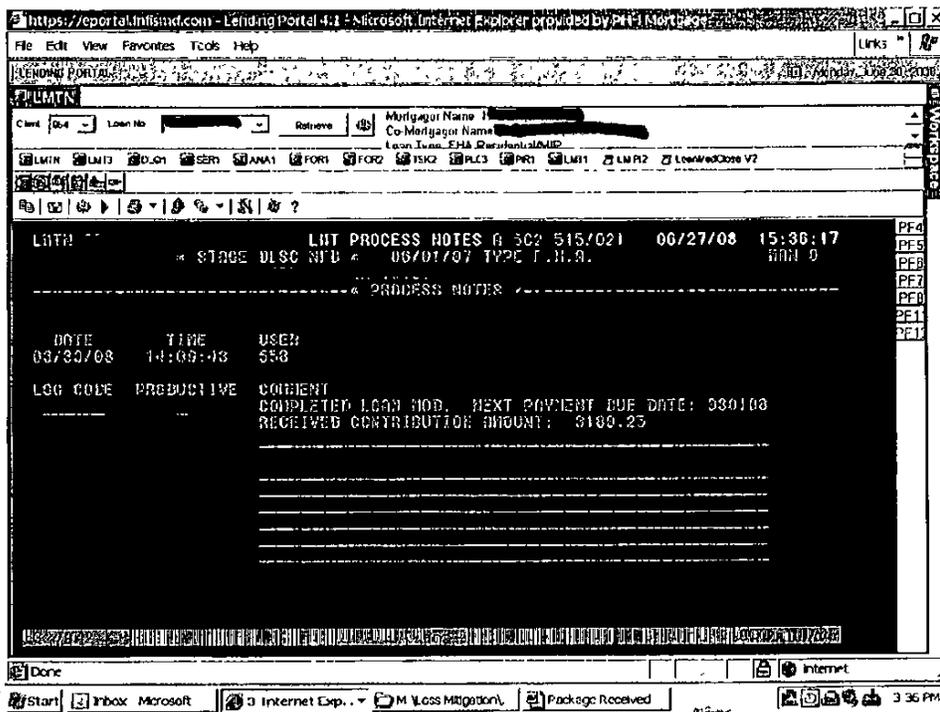
Listed below are the steps to manually notate LMTN that the file is a completed loan mod. The Closing team has access to a script through CPI Director Portal which will notate LMTN in lieu of the manual process.

Noting a Completed Loan Modification on LMTN:

<ul style="list-style-type: none"> • Use comment code SLMDOC (RECEIVED WORKOUT CLOSING DOCS) on LMTN
<ul style="list-style-type: none"> • Note that the file is a Completed Loan Modification the next the Loan Modification Worksheet in detail
<ul style="list-style-type: none"> • Note DLQ1 with Completed Loan Mod. Next Payment Due Date MM/DD/YY

Listed below are screen shots of how LMTN should be notated.





Updating LMT3 for a Completed Loan Modification:

- Update step L38 on LMT3 under the actual column with today's date
 - If it is a VA loan when L38 is completed there will an additional screen which will pop in CPI for loan mod terms

When the Loan Modification is being passed to QC the following steps need to be completed

Noting a Completed Loan Modification on LMTN:

- Use comment code SLM070 (MITIGATOR PASSED FILE TO QC) on LMTN
- Update step M61 on LMT3 under the actual column with today's date
- Change Processor on LMT1 to appropriate QC Representative
- Open the CLOSQC task

Placing Temporary Credit Reporting Stop:

- Go to MAS1/CBR1 and place an "*" in the INDIC field
- Hit Enter

The next step is to create a permanent notation the loan has been modified

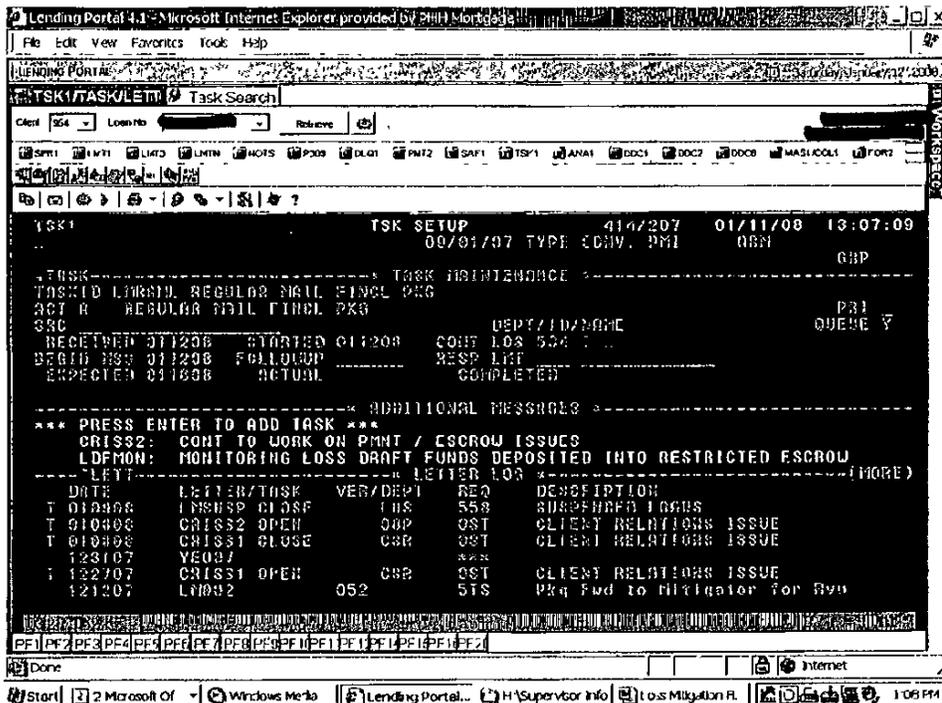
Notation of Modification:

- Go to MAS1/PRP1 and place an "1" in the first "Modified field and today's date in second Modified field
- Hit Enter

Negotiator Procedures Manual

Tasking Process

Open a Task –



- Go to TSK1 screen
- Type in the task that is being utilized
- Press the enter button
- Then press enter again to add the task

If the incorrect task was used then do the following steps –

- Place a D next to ACT
- Type in your name next to Completed
- Hit enter

Please make sure if the task is tied to a letter that the letter is retrieved. The letter will need to be deleted from PL05 history which the Asst Supervisor and above can complete.

Closing a Task -

- Hit F11
- Then hit F11 again
- This will close the task

The screenshot shows a terminal window titled "Lending Portal 11 - Microsoft Internet Explorer provided by PHH Storage". The terminal displays the following information:

```

TSK1  TSK SETUP  JOB#002  01/11/08  09:26:53
      01701/08  TYPE CONV. PHH
      GBP
-----
-TASK----- TASK MAINTENANCE -----
TRACKED LMPROG LN PROCEED WITH FC
ACT ... LN PROCEED WITH FC
SRC
RECEIVED 112007  STARTED 112007  CONT FRM SVS
SERV INR 112007  FOLLOWUP 112007  RESP LOG
EXPECTED 112007  ACTUAL 011408  COMPLETED
-----
*** PRESS PF11 TO CONFIRM COMPLETE ***

----- LETTER LOG ----- (MORE)
DATE  LETTER/TASK  VER/DEPT  REQ  DESCRIPTION
L 011106  COMPL  LOS  505  COMPLETED LOSS MIT
T 011106  REPREG CLOSE  LOS  505  RESEARCH MOD PRYB RECOVERABLES
T 010408  REPREG OPEN  LOS  502  RESEARCH MOD PRYB RECOVERABLES
T 010408  MODDWH CLOSE  LMI  502  LMI MOD UPDATED
T 123107  MODDWH OPEN  LMI  525  LMI MOD UPDATED
T 123107  ESCRIT CLOSE  ESC  625  LOSS MIT MOD COMPLETE -
  
```

At the bottom of the terminal window, there is a row of function keys: PF1, PF2, PF3, PF4, PF5, PF6, PF7, PF8, PF9, PF10, PF11, PF12, PF13, PF14, PF15.

Negotiator Procedures Manual

Determining Foreclosure Sale

Please review all files to determine if the loan is active in foreclosure with a pending foreclosure sale date. A file with a Pending Foreclosure within 90 days needs to be prioritized above other files. The Negotiator will be receiving a daily foreclosure list with all the active files in Loss Mitigation with a pending foreclosure sale.

Determining if there is active in Foreclosure with a Foreclosure Sale Date -

- Go to FOR1 Screen
- Under 'STAT' for status of Foreclosure
 - A= Active
 - S= Suspended
 - R= Removed
 - C= Completed
- Look Under "F/C SALE DT" if there is a date entered in that field it is the Foreclosure Sale Date (see example below)
- If there is a Foreclosure Sale make a note of it on LMTN

The screenshot shows the FOR1 screen with the following details:

- FOR1** (circled)
- FOR SETUP** A LOG 416/902 04/23/08 11:32:29
- STAT** (circled)
- F/C SALE DT** (circled) 04/23/08 (pointed to by callout box)
- Foreclosure Sale Date** (pointed to by callout box)
- STAT** (vertical text on left)
- MSG** (vertical text on left)
- ADDITIONAL MESSAGES**
 - SC = *FORECLOSURE SALE SCHED* ACTIVE LOSS MITIGATION
 - T IND - U INCOMPLETED L/M PKG.
 - IN FORECLOSURE. F/C STOP = 5 236 DAYS PAST PROJECTED LEGAL DATE
- FOR DESCRIPTIONS**
 - F/C STATUS: ACTIVE 09-25-07
 - PROCESS TYP: JUDICIAL
 - CLAIM TYPE: CONVENTIONAL CLAIM
 - TEMPLATE: *** P13400 NOT FOUND ***
 - ATTORNEY:
 - PROP INSP: SAFEGUARD PROPERTIES

Estimated Foreclosure Timelines

Listed below is a table showing the estimated timeline in months per state

State	Estimated Month to Complete Foreclosure
AL	3
AK	4
AZ	4
CA	4
CO	5
CT	6
DE	7
DC	4
FL	6
GA (1 st Tues of every month)	1
HI	7
ID	6
IL	10
IN	7
IA	6
KS	4
KY	5
LA	6
ME	10
MD	4
MA	5
MI	3
MN	4
MS	3
MO	3
MT	5
NE	4
NV	4
NH	3
NJ	10
NM	6
NY	10
NC	4
ND	5
OH (some counties do not allow sale postponement)	8
OK	7
OR	5
PA	9
PR	10
RJ	3
SC	6
SD	5
TN	3
TX (1 st Tuesday of every month)	2
UT	5
VT	10
VA	3
VI	10

WA	5
WV	4
WI	10
WY	3

24
25
26

Negotiator Procedures Manual

Identifying Loans in Bankruptcy

- Go to BNK1 Screen
- Under "STAT" for status of Bankruptcy
 - A= Active
 - S= Suspended
 - R= Removed
 - C= Completed
- To confirm Bankruptcy Attorney
 - Place your cursor over Debtor Attorney
 - Hit F11
 - Contact information will appear for the Debtor's Attorney
- Loans in Bankruptcy must have trustee approval for short sales

Lending Portal 4.1

EP Edit View Favorites Tools Help

Lending Portal 4.1

BNK1/STAT/DESC E-Mail Task Search

Case No. [REDACTED] Save

BNK1 CHAPTER 13 BNK SETUP C FID 133/001 06/25/09 18:46:20
09/01/05 TYPE F.U.A. M:D F:5 GRP

STAT	PROC	CHAP	FILING DT	BANKRUPTCY	CASE #	COURT	TEMPLATE
C	FID	13	010709	00-10037		STON34/S	300
NOTICE RECEIVED	CREDITOR MEETING	PE OF CLM	CONFIRM	REPAY	STAY	PATS	ASSET
010809	090409	FILING	HEARING	PER	LIFT	INSIDE	CASE
TRUSTEE	PROP CO CITY	DEBTOR CITY	REGION CODE				
TRADURKS	FRONTFUSE		04				

*** LOAN IS ACTIVE FORECLOSURE ***
REQUAD: ADD REQ COVERAGE TO LOAN EFFECTIVE 06/25/2009 \$ 83,700
LOSS MIT IND - K MODIFICATION APPROVD COMPLETED CH 13 BANKRUPTCY

DESC	BNK DESCRIPTIONS
BNK STATUS: COMPLETED	BNVL REAS: 03 DISMISSAL
CHAPTER: 13	BNVL DATE: 04-20-09
FOR1 STATUS: ACTIVE	PREPT DUE: 05-01-09
TEMPLATE: CHAPTER 13 ALL STATES	PSTPT DUE: 02-01-09
HTG CO CITY:	BNK SETUP: 01-08-09
	FILING DT: 01-07-09
PROP INSP: SAFERHARD PROPERTIES	PROFESSOR: CALL CENTER

Done Internet

Negotiator Procedures Manual

Loss Mitigation Workstation Screens

There are three main screens in the Loss Mitigation Workstation. Below are the screens and information concerning each screen.

LMT1 Screen -

The LMT1 screen is one of the main screens used in Loss Mitigation. It provides general information about the file. Listed below is the main information that can be found on LMT1 along with a copy of the screen.

Information on LMT1:

<ul style="list-style-type: none"> Status code - <ul style="list-style-type: none"> A - Active S - Suspend C - Complete R - Removed
<ul style="list-style-type: none"> Template Name
<ul style="list-style-type: none"> Date file received from mortgagor
<ul style="list-style-type: none"> Dates loan was removed or close out of the workstation
<ul style="list-style-type: none"> Reason code to remove or close files from workstation
<ul style="list-style-type: none"> Name of processor
<ul style="list-style-type: none"> File location is utilized in the REFCAM template for Short sales and Deed in Lieu <ul style="list-style-type: none"> Short sale is noted as SS Deed in Lieu is noted as DIL

The screenshot shows the Lending Portal LMT1 screen. The main window title is "Lending Portal 4.1". The menu bar includes "File", "Edit", "View", "Favorites", "Tools", and "Help". The window content is titled "LMT1/STAT/DESC".

Key fields and callouts:

- File Location:** "File Location noted for Short sales and Deed in Lieu" (SS)
- Status Code:** "Status code - A - Active, S - Suspend, C - Complete, R - Removed" (A)
- Template Name:** "Template Name" (REFCAM)
- Date file received from mortgagor:** "Date file received from mortgagor" (04/01/00)
- Dates loan was removed or close out of the workstation:** "Dates loan was removed or close out of the workstation" (03-17-00)
- Reason code to remove or close files from workstation:** "Reason code to remove or close files from workstation" (E)
- Name of processor:** "Name of processor" (LISA DIFAZIO)

The screen displays a table with columns: STAT, TEMPLATE, PROC, EXT, STAGE, TYPE, REFEERAL, LOCATION, L/M, and INU. The main data row shows: STAT: A, TEMPLATE: REFCAM, PROC: 500, EXT: 8158, STAGE: 1, TYPE: 500, REFEERAL: L, LOCATION: SS, L/M: 1, INU: 1.

Additional fields shown include: LMT SETUP: 0 503 408/091 04/24/00 11:10:11; LMT SETUP: 081700; ZLMLB: 845 361 1186 CURRENT TWO MONTH OF INCOME; LMT DESCRIPTIONS: 03-17-00; LMT SETUP: 03-17-00; PROCESSOR: LISA DIFAZIO 8158.

Removal Codes for LMT1 -

• 01 - Loan Paid current
• 02 - Bankruptcy
• 03 - Collection Repayment plan
• 04 - Paid in Full
• 05 - Completed Foreclosure
• 07 - No Response from Borrower
• 08 - Service Released
• 10 - VA Refunding Completed
• 12 - Completed Charge Off
• 15 - Did not Qualify for Short Sale
• 16 - Workout Docs not received
• 17 - Not Qualified - Short sale offer
• 18 - Contribution not returned - Retention workout
• 19 - Financial package not received
• 20 - Negative income/Did not qualify for retention workout
• 21 - Did not Qualify for Deed in Lieu
• 23 - Modification Completed
• 24 - Deed in Lieu Completed
• 25 - Short Sale Completed
• 27 - Lien Obstruction
• 31 - Partial Claim Completed
• 32 - Broken Repay Agreement
• 33 - Loss Mitigation Hold
• 40 - Collection Forbearance Plan

Retention Template Names for LMT1 -

• REFCAM - New referral
• HSFBS - Homesaver Forbearance (FNMA only)
• TYPE2 - Forbearance utilized with combo workouts (All investors excluding FNMA)
• FBPLAN - Forbearance plan with less than 1 payment (All investors excluding FNMA)
• REPAY - Repayment plans in Foreclosure (All investors excluding FNMA and FHLMC)
• FNREPAY - FNMA Repay plan
• FMREPAY - FHLMC Repay plan
• MODIFY - Modification
• PARTCLA - Partial Claim (FHA only)

Liquidation Template Names for LMT1-

• DIL - Deed in Lieu
• PRESALE - Short Sale
• CHAROFF - Charge-off
• RFNDING - VA Refunding

Changing a Template on LMT1 -

- Under TEMPLATE input the template name
- Hit enter
 - The system will prompt you to confirm you are deleting the current template
- Hit F6
- Template will be then updated

Lending Portal 4.1

File Edit View Favorites Tools Help

Lending Portal

LMT1/STAT/DESC

Client: 504 Login: [redacted] Retrieve

SR1 LMT1 LMT2 LMT3 LMT4 LMT5 LMT6 LMT7 LMT8 LMT9 LMT10 LMT11 LMT12 LMT13 LMT14 LMT15 LMT16 LMT17 LMT18 LMT19 LMT20 LMT21 LMT22 LMT23 LMT24 LMT25 LMT26 LMT27 LMT28 LMT29 LMT30 LMT31 LMT32 LMT33 LMT34 LMT35 LMT36 LMT37 LMT38 LMT39 LMT40 LMT41 LMT42 LMT43 LMT44 LMT45 LMT46 LMT47 LMT48 LMT49 LMT50 LMT51 LMT52 LMT53 LMT54 LMT55 LMT56 LMT57 LMT58 LMT59 LMT60 LMT61 LMT62 LMT63 LMT64 LMT65 LMT66 LMT67 LMT68 LMT69 LMT70 LMT71 LMT72 LMT73 LMT74 LMT75 LMT76 LMT77 LMT78 LMT79 LMT80 LMT81 LMT82 LMT83 LMT84 LMT85 LMT86 LMT87 LMT88 LMT89 LMT90 LMT91 LMT92 LMT93 LMT94 LMT95 LMT96 LMT97 LMT98 LMT99 LMT100

UP 0 503 499/001 04/24/09 11:37:32
 /01/00 TYPE CONV. RES. REP F: CHP

STAT	TEMPLATE	PROC	EXT	STAGE	TYPE	REFERRAL	FILE	LOCATION	L/H
0	MODIFY	SG3	3158	L	503		SG		1

SETUP: 031/09 COMP/REWV: APPROVED/ DENIED REASON MOD PREV CLAIM
 DATE: PENDING DATE: PENDING EFF: MOD TYP: DELT

LOSS MIT INDICATES COMPLETED STEPS--STILL DELETE TEMPLATE?
 PRESS PF6 TO CONFIRM DELETE OF CURRENT TEMPLATE

DESC: LMT DESCRIPTIONS
 LMT STATUS: ACTIVE 03-17-09 A/D REASON:
 BIRVL DATE:
 APRV/DENY:
 CLAIM TYP:
 PROP DANG:
 LIST SETUP: 03-17-00
 PROCESSOR: 3158

System will confirm that you want to delete the current template then hit F6 to change template

Done Internet

Start Zenke Loss Inbox - MC Lending P H Active Windows M Microsoft E 11:37 AM

LMT3 Screen -

The LMT3 screen is a screen used in Loss Mitigation with the required steps for each Template Listed below are the steps to update LMT3 along with a copy of the screen:

To update a scheduled step on LMT3:

- Put a "c" under the "ACT" column on the appropriate step
- Hit the Tab
- Put the scheduled date the step is supposed to be completed
- Hit Enter

To update a scheduled step on LMT3:

- Put a "c" under the "ACT" column on the appropriate step
- Hit the Tab twice
- Put the actual date the step is being completed
- Hit Enter

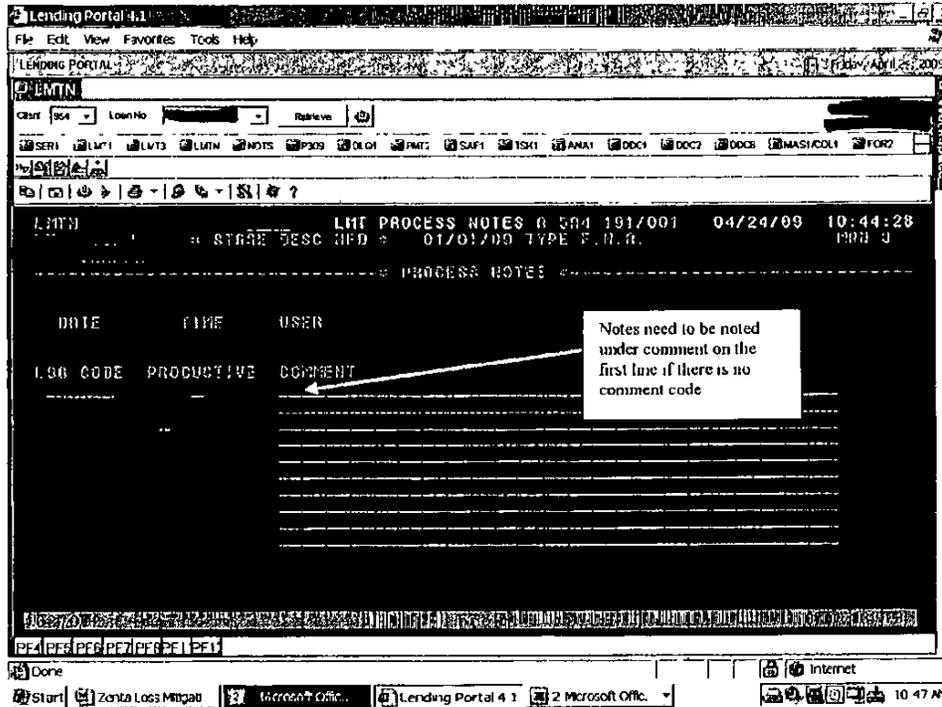
Lending Portal 4.1
 File Edit View Favorites Tools Help
 Lending Portal Friday, April 24, 2009
 LMT3
 Loan No: [REDACTED] Review
 SER1 LMT1 LMT3 LMIN MPTS P309 DLOH PMF2 SAF1 TSK1 AM11 DDC1 DDC2 DDC3 MASIKOL1 FOR2
 LMT3 LMI TRACKING 503 490/001 04/24/09 12:19:13
 L: A F: B: A B: 04/21/09 TYPE CONV. RES. H: B F: 0
 SUBR
 SCHED ACTUAL STEP STEP DESCRIPTION PRED FLT COST G R C I E P T
 031700 031700 #126 INITIAL PHONE CALL #126 0
 031700 031700 #127 NO CONTACT WITH MORTGAGOR #127 0
 031700 031700 #128 SENT FINANCIAL PACKAGE #128 0
 032700 #129 FOLLOW-UP CALL #129 10
 040300 #130 ADDITIONAL FOLLOW-UP CALL #130 7
 041000 #131 CLOSE OUT - NO PRG RES'D #131 7
 031700 031700 #134 RECEIVED FIN. PKG. #134 0
 031000 031000 #135 ASSIGNED TO ASSC COUNSELOR #135 2
 031000 040000 #136 ASSIGNED TO COUNSELOR #136 2
 041300 #137 INCOMPLETE PACKAGE #137 7
 041300 #138 PENDING FIN REVIEW #138 10
 040000 040000 #139 COMPLETED PACKAGE #139 7
 040300 040300 #130 CALL INGR/WORKOUT OPTIONS #137 10
 Put "C" under ACT to update a SCHED or ACTUAL date
 Example - Actual completion date indicates where the review is on the financial package

LMTN Screen -

The LMTN screen is a screen used in Loss Mitigation to show all the notes on a file. Listed below are steps to note on LMTN along with a copy of the screen.

Noting on LMTN without a comment code:

- Hit the "F5" which will open up an area to note
- Hit the Tab twice
- Type your Notes
- Hit Enter



To scroll through the notes on LMTN you can use the "F8" and "F7" keys

The screenshot shows a web browser window titled "Lending Portal 4.1". The browser's address bar shows "LENDING PORTAL". The page content includes a menu bar with options like "SERI", "LMTN", "LMTS", "NOTS", "P200", "DLQI", "PMTI", "SAF1", "TSK1", "ANA1", "DOC1", "DEC2", "DDC0", "MASFCOL1", and "FOR2". Below the menu is a toolbar with navigation icons. The main content area displays a list of LMTN process notes for a specific loan.

DATE	TIME	USER	DESCRIPTION
04/10/09	13:37:35	505	CHK #: 0000702147 CHK TYPE: CASHIER CHK DATE: 04/07/2009 CHK AMT: 237.00 PLEASE APPLY FUNDS TO SUSPENSE
04/09/09	17:37:17	51J	INITIATION PASSED FILE TO AP
04/09/09	17:38:57	51J	COMPLETED LOAN MOD - NEXT PAYMENT DUE DATE: 08/10/09
04/09/09	17:36:52	51J	RECEIVED WORKOUT CLOSING DOCS
04/09/09	17:35:15	51J	APPLIED FUNDS TO SUSPENSE: CK DATE: 04/07/2009 CK NUMBER: 0000702147 CK AMT: 237.00 CK TYPE: CASHIER'S CHECK
04/09/09	15:02:00	51S	RECEIVED WORKOUT CLOSING DOCS
04/09/09	14:28:58	55S	RCV PRG FRM CASH MANAGEMENT DEPT - EVE TO
04/07/09	06:17:44	51S	CALLID TO GO OVER MOD

At the bottom of the browser window, the taskbar shows the Start button and several open applications: "Zenith Loss Mngmt...", "Microsoft Office...", "Lending Portal 4.1", and "Microsoft Office...". The system tray on the right shows the date and time as "10:29 AM".

Noting on LMTN with a comment code:

- Hit the "F5" which will open up an area to note
- Type comment code under log code
- If additional notes need to be added tab 3 times to the 2nd line under comments
 - The 1st line will note the description for the comment code automatically
- Hit Enter

Lending Portal 4.1

File Edit View Favorites Tools Help

Lending Portal 4.1

Start USA LowNo [] Retrieve []

SERI LMT1 LMT2 LMT3 LMTN LMTS P309 C104 MIT SAF1 TSK1 ANA1 DDC1 DDC2 DDC3 MASTCOL1 FOR2

----- PROCESS NOTES -----

DATE	TIME	USER	LOG CODE	PRODUCTIVE	COMMENT	APPROVAL
04/01/00	17:48:41	SL6	SL100	--	CORROU	APPROVAL
					--	LOAN MAD

Additional notes need to be noted on the 2nd line under comment

Comment code will be noted under the Log Code which will automatically note the description

Done Internet

Start Zonta Loss Mitgat Microsoft Off... Lending Portal 4.1 2 Microsoft Off... 10:22 AM

Negotiator Procedures Manual

Updating MASI/APRI Screen

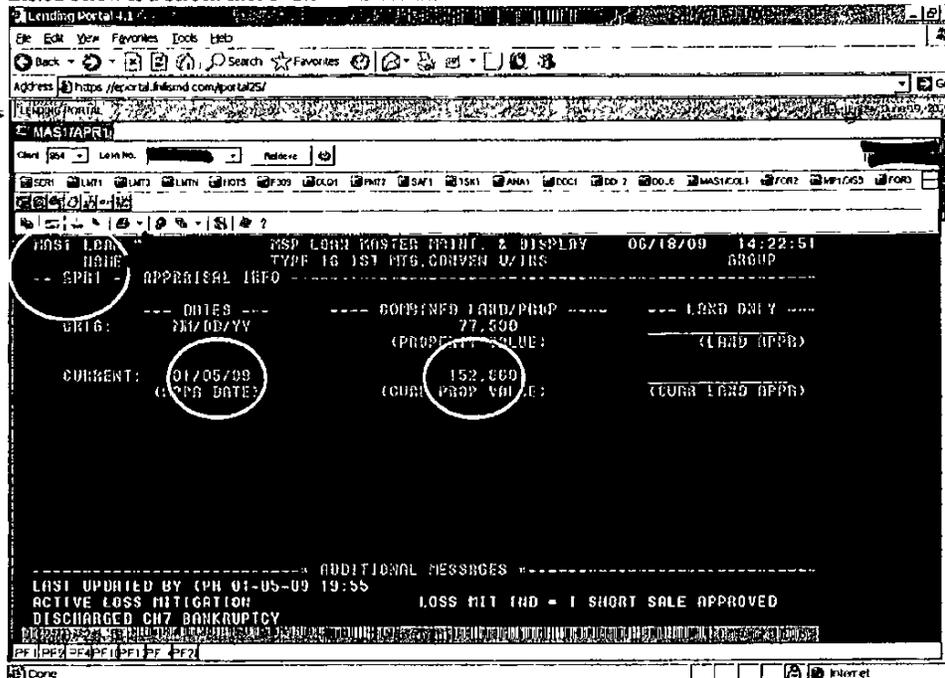
When a value is received the MASI/APRI screen has to be updated with the most recent date and value along with the reserve amount being noted on LMTN

Listed below are the steps to update this screen.

Updating MASI/APRI :

• Go to the MAS1 screen
• Input APRI
• Hit Enter
• Hit "Tab" three times to the right of the current field
• Enter date of the value by MM/DD/YY
• Hit tab
• Enter the value without the \$
• Hit Enter

Listed below is a screen shot of the MASI/APRI



Negotiator Procedures Manual

ARM Information

Reviewing ARM information to assist with loan decision and review

- Go to the SER1 screen hit enter
- Input ARM1 in window hit enter
- Review under CHANGE DATE is the dates the interest rate will change with the ARM
- Review under INT RATE is the rate changes

SER1/ARM1 E-Mail

Menu: SER1 LMT1 LMT3 LMTN NOTS P300 CL01 PMT2 SAF1 TSK1 ANAT DDC1 DDC2 DDCB

CUSTOMER SERVICE INV 801/995 06/07/10 17:24:04
 144-88-1789 00 TYPE CONV PH1 ARM1
 144-88-0541 IR 5.21000 BR CS

ARM1 < CHANGE AND CASH FLOW ADJUST BY IPD. > 05/06/10

PLAN	IN	INDX	INDEX NAME	LEAD TIME	ORIGINAL
2056	1	1711	1 YR	0 / 45	3593.18 : P&I
1-7R	LIBOR	35	LEAD, FIXED 7YRS THEN	12	05/01/15 : IR CHG DT
NEXT	PEND DATE	PER(PMTS)	GR18 IR:	5.21000	05/01/15 : P&I CHG DT
IR:	05/01/15	012	INIT INDEX:		360 : TERM
PR:	05/01/15	012	INIT IR:		828,750.00 : PRIN BAL
LYR/TRP			MARGIN:	2.25000	--CURR PRIN BAL/DUE DATE--
PRR PR:			ROUND:	12500 N	828,500.31 : 06/01/10

CHANGE DATE	NO	CALC METHOD	INDEX	INT RATE	CALC RATE	P&I	IR CARRY	PAYMENT	OVER BAL
05/01/15				-UNAVAIL-		-UNAVAIL-			
10/01/09			99.99999	5.21000				3597.33	
09/01/09			99.99999	5.21000				3597.35	

PF2 PF6 PF7 PR8 PR9 PR10 PR11 PR12 PR13 PR14 PR15 PR16 PR17 PR18 PR19 PR20 PR21

Done Internet

Start 5 Microsoft Offc 16 Microsoft Offc 2 Microsoft Offc Lending Portal 4.1 5:24 PM

Negotiator Procedures Manual

Interest Only Information

Reviewing Interest Only information to assist with loan decision and review

- Go to the MAS1 screen hit enter
- Input PYT1 into window hit enter
- Review under INT-ONLY FLAG = Y
- Review Expires the date noted is when the interest only period expires

The screenshot shows a web browser window titled "Lending Portal 4.1" with a menu bar (File, Edit, View, Favorites, Tools, Help) and a toolbar. The main content area is a MAS1 screen for a loan. The title bar of the screen says "MAS1 PYT1 E-Mail". Below the title bar, there are several tabs and buttons, including "SER1", "LMT1", "LMT2", "LMTN", "NOTS", "P329", "DLG1", "FMT2", "SAF1", "TSK1", "ANAT", "DOC1", "DOC2", "DOC3". The main display area shows the following text:

```

MSP LOAN MASTER MAINT. & DISPLAY 06/07/10 17:31:57
TYPE 10 131 1116.GOVVER W/IRS (ARM) BR00P
PAYMENT DATA
PAYMENT MODE DIST TYPE COUPON MTH GEN COUPONS
01-ANNUAL 0-NONE 1-COUST PRI 1-NEXT COUP MIS
02-SEMI ANNUAL 1-COUPONS 2-FIXED PRI 0-COUP MTH + 1 YR
04-QUARTERLY 4-BILLING 5-SPM/GP03M 5-DAY PRG MO - GPR MO
06-MONTHLY 0-BILLING 7-BUYDOWN 0-NO COUPONS
12-MONLY SEMI (24) 0-DRAFTING 6-SPM/BUYDOWN
BISEMI (24) 7-MONLY BIL PNT SERVICE TDRN INIT ESC STHT
HOLD B/D PREPAY 0-BILL RECEIPT IND (P-PRIAG 601A) DATE CODE
ADVANCE 0-NO/1-0PMT BILLING BILL STOP
BILL DAYS CODE TABLE CYCLE BILL
(90-20) 0-NO/1-0PMT
COUPON TAPE DATE 01/01/10 (MMDDYY) ESC DOC TYPE (INT-ONLY FLAG Y EXPIRES 06/07/10)
NPL TO PLAN 0/2 SUSP UNAVAIL (0,1,9)
LMSUSP: SUSPENDED COLLECTION LOANS
ACTIVE LOSS MITIGATION LOSS MIT IND - K MODIFICATION APPROVD
DIS1-TYPE - 1 INTEREST-ONLY LOAN 127 DAYS PAST PROJECTED LEGAL DATE
    
```

The status bar at the bottom of the browser window shows "Done", "Start", "5 Microsoft Office", "16 Microsoft Office", "2 Microsoft Office", "Lending Portal 4.1", and "5:32 PM".

Negotiator Procedures Manual

Modification Template

Listed below are screen shots for the MODIFY Template

Client 954 Loan No. [REDACTED] Release [REDACTED]

SER1 LMT1 LMT3 LMTN NOTS P300 DLO1 FMT2 SAF1 TSK1 ANA1 DDC1 DDC2 DDC3

LMT SETUP A LMT 685/001 06/04/10 17:21:38
 * SURGE DESC MOD * 12/01/09 TYPE MOD. RES. BRN 0:0 8:9
 GRP

STATUS	TEMPLATE	PROC	EXT	STAGE	TYPE	REFERRAL	FILE LOCATION	LMT IND
A	MODIFY	LMT	L...	NR	NR	580		K

SETUP COMP/RECV APPROVED/DENIED/REASON MOD PROC CLAIM
 021510 000000 000000 000000 000000 000000 000000 000000 000000

ACTIVE LOSS MITIGATION LOSS MIT IND - K MODIFICATION APPROVD
 LOAN IS IN FORECLOSURE, F/C STOP - 3 PROC STOP - P REFER TO LOSS MIT
 007 DAYS PAST PROJECTED LEGAL DATE PROCESSING NOTES ARE PRESENT

DESC * LMT DESCRIPTIONS *
 LMT STATUS: ACTIVE 02-04-09 O/D REASON:
 LOSS TYPE: MOD REVL DATE:
 REFERRAL: APPRO/DENY:
 TEMPLATE: LOAN MODIFICATION TEMPLATE DEFAULT: OTHER
 ATTORNEY: PROP DRNG:
 PROP DRSP: SAFEGUARD PROPERTIES PROCESSOR: CLOSINGS PENDING

Done Internet
 Start 6 Microsoft Office 2 Microsoft Office Internet Exp... 5:21 PM

Updating LMT3 on MODIFY template

Staging team steps -

<ul style="list-style-type: none">• Update the actual date for <i>step L41</i> (Completed package received from Homeowner) with the date the file is being referred to Negotiator team
<ul style="list-style-type: none">• Update the actual date for <i>L08</i> (Order BPO) with the date the value is ordered
<ul style="list-style-type: none">• Update the actual date for <i>step L57</i> (Modification in Process) with the date the file is being referred to the Negotiator team
<ul style="list-style-type: none">• Staging team also updates the following when referring the file to the Negotiator team -<ul style="list-style-type: none">◦ Updates LMT1 under PROC to LM3◦ Inputs comment code LMSPRV (LMS file move to Negotiator team) on LMTN

Reviewing Process -

<ul style="list-style-type: none">• Update the actual date for <i>step L17</i> (Package sent to Investor) with the date the file is being sent to the investor for review<ul style="list-style-type: none">◦ This is utilized on Non-delegated Investors◦ "Submit for Investor Approval Script" will update this step
<ul style="list-style-type: none">• Update the actual date for <i>L32</i> (Order Title work) with the date the title work is ordered<ul style="list-style-type: none">◦ Title work is required on any cap over \$50,000

Approval Steps -

<ul style="list-style-type: none">• Update the actual date for <i>step L25</i> (Modification Approved) with the date the workout was approved and agreed by the homeowner<ul style="list-style-type: none">◦ "Approval Script" will update this step
<ul style="list-style-type: none">• Update the schedule date for <i>L38</i> (Package Received) with the closing date<ul style="list-style-type: none">◦ "Approval Script" will update this step

Doc Control Steps -

<ul style="list-style-type: none">• Update the actual date for <i>step L34</i> (Loan Modification Prepared) with the date the document was typed
<ul style="list-style-type: none">• Staging team also updates the following when referring the file to the Negotiator team -<ul style="list-style-type: none">◦ Input comment code SLLMLT (Loan Modification typed) on LMTN◦ Close task MODTYP

Closing Team Steps -

<ul style="list-style-type: none">• Update the actual date for <i>step L38</i> (Package Received from Homeowner) with the date the closing package was received<ul style="list-style-type: none">◦ "Closing Script" will update this step
<ul style="list-style-type: none">• Update the schedule date for <i>L61</i> (File to QC - Mod) with the date the file is passed to QC<ul style="list-style-type: none">◦ "Closing Script" will update this step

Example of LMT3 for MODIFY template

Lending Portal 4.1

Client: 054 Loan No: [REDACTED] Release

SERI LMT1 LMT3 LMTN NOTS P009 DLO1 FMT2 SAF1 TSK1 ANA1 DDC1 DDC2 DDC3

LMT3 LMT TRACKING LMT 085/001 06/04/10 17:24:07
 12/01/09 TYPE CONV. RES. ARM RM 0

ACT SCHED	ACTUAL	STEP	STEP DESCRIPTION	PRCD	FLT	COST	BR	O	L	F	P	I
06/03/10	06/03/10	L69	BITB PACKAGE REVIEWED	100	0							
06/03/10	06/03/10	L41	CHPTD RES REC FROM H/O	100	0							
06/03/10	06/03/10	L07	ORDER CREDIT REPORT	100	0							
06/03/10	06/03/10	L08	ORDER RPD	100	0							
06/03/10	06/03/10	L64	PACKAGE REVIEWED	100	0							
06/03/10	06/03/10	M19	DELEGATED TERM LOAN	100	0							
06/03/10	06/03/10	M00	HGI DELEGATED-FIRM ESNM	100	0							
06/03/10	06/03/10	L57	MODIFICATION IN PROCESS	100	0							
06/03/10	06/03/10	L17	PACK SENT TO INV.	100	0							
06/03/10	06/03/10	L25	MODIFICATION APPROVED	117	0							
06/03/10	06/03/10	L32	ORDER BILLINGS	100	0							
06/03/10	06/03/10	L33	FILE SENT RECEIVED	100	0							
06/03/10	06/03/10	L04	LOAN MOD PREPARED	100	0							
06/03/10	06/03/10	L05	PACKAGE SENT TO H/O	100	0							
06/03/10	06/03/10	L38	RES REC FROM H/O	100	0							
06/03/10	06/03/10	H01	FILE TO DC - MOD	100	0							
06/03/10	06/03/10	L07	DOC. SENT FOR RECORDING	100	0							

PF1 PF2 PF3 PF4 PF5 PF6 PF7 PF8 PF9 PF10

Example Notes on Approved loan in MODIFY template

Lending Portal 4.1

Client: 054 Loan No: [REDACTED] Release

SERI LMT1 LMT3 LMTN NOTS P009 DLO1 FMT2 SAF1 TSK1 ANA1 DDC1 DDC2 DDC3

LMTN LMT PROCESS NOTES LMT 085/001 06/04/10 17:58:00
 STAGE DESC MFB 12/01/09 TYPE CONV. RES. ARM RM 0

06/04/10 18:00:13 STR PRINTED LOAN MOD DOCS- WILL FWD TO LOAN SUPPORT TO SEND OUT

06/03/10 11:40:34 GR1 LOAN MOD TYPED

06/02/10 13:12:04 SRC RESPONDED TO ODP THAT THIS IS WAS APPROVED LOAN NO D

06/02/10 13:07:50 SRC RM TO RM LOAN MOD REDUCING THE RATE TO 2% UNTIL THE NEXT ARM CHANGE 07/2011 WHEN THE LOAN WILL RETURN TO THE ORIGINAL TERMS OF THE MORTGAGE AND WILL ADJUST ACCORDING TO THE ORIGINAL RATE

06/02/10 13:04:48 SRC APPROVAL FROM INVESTOR PLACED IN FILE

06/02/10 13:04:37 SRC FILE TO APPROVAL 06/01 - PHYSICAL FILE

06/02/10 13:04:32 SRC APPROVAL IN SYSTEM

06/02/10 13:03:58 SRC LOAN MOD RETURN DATE -- JUNE 10, 2016
 MOD TERMS: 06/05/10, 0.75, 0.75, RATE 2, TERM 311 MH1, P1
 32,900.97; 1130.03; 77PM12,300.97; EFF 06/01/10;
 1ST PMT DUE 07/01/10; MPTY 05/01/36.

PF4 PF5 PF6 PF7 PF8 PF9 PF10

Lending Portal 4.1

File Edit View Favorites Tools Help

Lending Portal

LMTN

Client 054 Loan No [REDACTED] Retrieve

SFR1 LMT1 LMT2 LMT3 LMTN NOTS P009 DLO1 FMT2 SAF1 TSK1 ANA1 DDC1 DDC2 DDC3

LMTN LMT PROCESS NOTES A LMT 005/001 06/04/10 17:58:47
 * STAGE DESC NFO * 12/01/09 TYPE CONV. RES. ARM RMN 0

06/02/10 10:03:55 WRD LMT PROCESS NOTES
 CAP: 110,000.75 INCLUDES DLO 131410,940.75
 CONTACT: 88,804.01 INCLUDES ADMIN: 700.00; ACRD: 375.00;
 LOSS: 30.00; FIRM FEE/COF: 132,317.02; COMP NOV: 3100.
 002 OTHER: 318.25

06/02/10 10:08:58 WRD WORKOUT APPROVAL
 - - - - -
 - - - - -

06/02/10 10:08:52 WRD LMT: GROSS INCOME: \$7,007.97, RMN: 46,845.55
 TOTAL MONTHLY EXPENSES: \$5,852.55 INCLUDES PMNT PMT
 \$2,003.88; OTHER PMNT \$487.00; AD EMPS \$770.50; C
 RENT \$100.00; AUTO \$700.15; MISC \$687.01.
 MONTHLY SURPLUS = 0.125, AMT \$87.515
 POST NOV SURPLUS TO COV. AMT \$023.00

PF4 PF5 PF6 PF7 PF8 PF9 PF10

Done Internet

Start 6 Microsoft 12 Microsoft 3 Microsoft 3 Internet H Policy & Pro 5:59 PM

Lending Portal 4.1

File Edit View Favorites Tools Help

Lending Portal

LMTN

Client 054 Loan No [REDACTED] Retrieve

SFR1 LMT1 LMT2 LMT3 LMTN NOTS P009 DLO1 FMT2 SAF1 TSK1 ANA1 DDC1 DDC2 DDC3

LMTN LMT PROCESS NOTES A LMT 005/001 06/04/10 17:59:00
 * STAGE DESC NFO * 12/01/09 TYPE CONV. RES. ARM RMN 0

06/12/10 06/02/10 10:03:51 WRD REASON FOR DEFAULT:
 INCREASED EXPENSES FROM HAVING A BABY AND HOURS BE
 ING OUT OF WORK HAS CAUSED REDUCED INCOME.

06/02/10 12:47:10 WRD EMAILED PROPOSAL TO THE INVESTOR
 05/27/10 17:47:06 TPE LOSS MIT STATUS CALL
 AUTH: CILLED STATUS CALL GAV HOME & EXT OF
 COUN//PM CAN BE REARRA ANYTIME //RFD
 REDUCED INCOME//ADV PM FILE IS UNDER REVIEW//
 LOSS MIT STATUS CALL
 MS GLD NOV TH IN REVIEW NOV COURSE: HOME, BEST #
 PE >
 05/19/10 11:20:30 WHH REASSIGNED TO J ... TO CIRA VACA
 05/19/10 11:13:08 WHH REASSIGNED TO ...
 05/19/10 10:02:17 TJP LOSS MIT STATUS CALL
 AUTH: CILLED//PM CLL //ADV FIL
 E IN REV.TIME FRAME//INC CURT//WHATS REV TO BE EXP
 EDITED & MOD GLL BCK IN 6 DAYS

PF4 PF5 PF6 PF7 PF8 PF9 PF10

Done Internet

Start 6 Microsoft 12 Microsoft 3 Microsoft 3 Internet H Policy & Pro 5:59 PM

Negotiator Procedures Manual

PMI Policy and Procedures

Listed below are guidelines and contact information for the Mortgage Insurers as it relates to short sales

Radian Guaranty INC
Phone Number 800-523-1988
Fax Number 215-231-2843

Delegated Loan Modifications.

- | |
|--|
| <ul style="list-style-type: none">• 100% delegation authority<ul style="list-style-type: none">◦ Radian will limit coverage to UPB or original loan, whichever is less |
|--|

Delegated Short Sales

- | |
|--|
| <ul style="list-style-type: none">• Net Proceeds are no less than 90% of fair market value |
| <ul style="list-style-type: none">• Loss from the short sale does not exceed 50% of the coverage amount<ul style="list-style-type: none">◦ To determine that the loss is not greater than 50% -
Total Mortgage debt * Percentage of Coverage * 50% |
| <ul style="list-style-type: none">• Total loss should not be greater than \$30,000.00 |

If the short sale is non-delegated you will need to email the appropriate contact with the supporting information listed below

Non-Delegated Short Sales

- | |
|--|
| <ul style="list-style-type: none">• Radian's Cover letter including<ul style="list-style-type: none">◦ Radian's certificate number and PHH loan number |
| <ul style="list-style-type: none">• The amount of the Unpaid Principal Balance |
| <ul style="list-style-type: none">• The due date of the mortgage |
| <ul style="list-style-type: none">• An estimate payoff amount (PAY4 screen) |
| <ul style="list-style-type: none">• Foreclosure Sale Date |
| <ul style="list-style-type: none">• Copy of the completed BPO and or Appraisal |
| <ul style="list-style-type: none">• Contract with purchase price |
| <ul style="list-style-type: none">• Estimated HUD-1 or Net Sheet |
| <ul style="list-style-type: none">• Explanation for the Reason for Default |
| <ul style="list-style-type: none">• Submitter's Contact information |

The contact breakdown is based on the MI Certificate Number

<ul style="list-style-type: none"> • Will Martinez (william.martinez@radian.biz) ext 1196 <ul style="list-style-type: none"> ○ Certificate Number Ending in 1 02, 12, 22 32, 42, 52
<ul style="list-style-type: none"> • Bonnie Bryant (bonnie.bryant@radian.biz) ext 1250 <ul style="list-style-type: none"> ○ Certificate Number Ending in 62, 72, 82, 92, 03 13, 23, 33, 68, 78, 88, 98
<ul style="list-style-type: none"> • Jamie Nolan (jamie.nolan@radian.biz) ext 1391 <ul style="list-style-type: none"> ○ Certificate Number Ending in 01, 14, 24, 34
<ul style="list-style-type: none"> • Joe Worley (joseph.worley@radian.biz) ext 1010 <ul style="list-style-type: none"> ○ Certificate Number Ending in 5, 44, 54, 64, 74, 84, 94
<ul style="list-style-type: none"> • Pat Clarkson (patticia.clarkson@radian.biz) ext 1243 <ul style="list-style-type: none"> ○ Certificate Number Ending in 6, 00, 10, 20, 30, 40, 50
<ul style="list-style-type: none"> • Jim Bompadre (jim.bompadre@radian.biz) ext 1008 <ul style="list-style-type: none"> ○ Certificate Number Ending in 7 08, 18, 28 38, 48 58
<ul style="list-style-type: none"> • Dianne Lipton (diane.lipton@radian.biz) ext 1282 <ul style="list-style-type: none"> ○ Certificate Number Ending in 9, 60, 70, 80 90
<ul style="list-style-type: none"> • Mary Dewitt (mary.dewitt@radian.biz) ext 1148 <ul style="list-style-type: none"> ○ Certificate Number Ending in 43, 53, 63, 73, 83, 93

AIG United Guaranty
 Phone Number 800-334-8966
 Fax Number 336-275-2893

PHH is delegated for UG short sales unless the file meets the following information

Delegated Loan Modification

- | |
|---|
| <ul style="list-style-type: none"> Fully delegated for modifications |
|---|

Non-Delegated Short Sale

- | |
|---|
| <ul style="list-style-type: none"> The Property is not owner occupied The Valid Hardship is not listed below along with the FICO Score and Liquid Assets are above the allowable amount. If one of the criteria is accurate the file can be worked as delegated <ul style="list-style-type: none"> Terminal Illness Death Bankruptcy Current FICO score is above 600 and the current liquid assets are greater than \$5000 |
|---|

Based on the state and the property is in and hardship will determine what is required to be collected in order to continue to work the file as delegated

Valid Hardship	State	Occupancy	Loan Type	Sale/Fair Market Value*	UG Loss Amount	Promissory Note**	Cash Contribution
Yes	All States	Owner – Occupied	Not a Cash Out Refi	85%	Unlimited	None	None
No	Exhibit A	Owner – Occupied	Not a Cash Out Refi	85%	Unlimited	None	None
No	Exhibit B	Owner – Occupied	Not a Cash Out Refi	85%	Unlimited	25% of UG exposure, not to exceed \$25,000	10% of UG exposure, not to exceed \$15,000

*Sale/Fair Market Value as a percentage of the recent property value established by Broker Price Opinion or Appraisal no more than 90 days old

** Where applicable, either a promissory note or cash contribution is required (not both). If a combination of the two is requested, use 2:1 conversion ratio for promissory note to cash contribution

If the file is not delegated the UG form needs to be filled out and emailed to the contact directly

The contact breakdown is based on the MI Certificate Number

Contact List

<ul style="list-style-type: none"> • Greg Kearse (gkearse@ugcorp.com) Direct Phone Number 336-334-8559 <ul style="list-style-type: none"> o Certificate Number Ending in 00-25
<ul style="list-style-type: none"> • Tony Steele (tsteele@ugcorp.com) Direct Phone Number 336-333-0448 <ul style="list-style-type: none"> o Certificate Number Ending in 26-62
<ul style="list-style-type: none"> • Troy Waddell (twaddell@ugcorp.com) Direct Phone Number 336-333-0429 <ul style="list-style-type: none"> o Certificate Number Ending in 63-99

Exhibit A	Exhibit B
Alabama	Arkansas
Alaska	Colorado
Arizona	Connecticut
California	Delaware
Illinois	District of Columbia
Iowa	Florida
Kansas	Georgia
Louisiana	Hawaii
Minnesota	Idaho
Montana	Indiana
New York	Kentucky
North Carolina	Maine
North Dakota	Massachusetts
Ohio	Maryland
Oregon	Michigan
South Dakota	Mississippi
Texas	Maryland
Virginia	Michigan
Washington	Missouri
Wisconsin	Nebraska
Wyoming	Nevada
	New Hampshire
	New Jersey
	New Mexico
	Oklahoma
	Pennsylvania
	Rhode Island
	South Carolina
	Tennessee
	Utah
	Vermont
	West Virginia

MGIC (Mortgage Guaranty Insurance Company)
 Phone Number 800-424-6442
 Fax Number 800-353-8781

Non-Delegated Loan Modification:

<ul style="list-style-type: none"> • Need to show we are reducing the P&I payment • Need to supply MGIC with completed form (see attachment)
--

Delegated Short Sales:

<ul style="list-style-type: none"> • Total loss should not be greater than \$50,000 • The valuation should have been completed within 90 days prior to the sale • The property is being sold on as-is basis and the as-is value must be within 90% of the repaired value • Net Proceeds are no less than 85% of fair market value • The closing should occur within 60 days from the approval of the short sale • The homeowner can receive \$0 from the sale of the property

If the short sale is non-delegated you will need to email the appropriate contact with the supporting information listed below

Non-Delegated Short Sales:

<ul style="list-style-type: none"> • MGIC's Cover letter including <ul style="list-style-type: none"> ◦ MGIC certificate number and PHH loan number • Contract with purchase price • The amount of the Unpaid Principal Balance • An estimate payoff amount (PAY4 screen) • Copy of the completed BPO and or Appraisal • Submitter's Contact information • Foreclosure Sale Date • Estimated HUD-1 or Net Sheet • Explanation for the Reason for Default

Fax the information to MGIC for a decision

PMI Insurance Company
Phone Number 800-795-4764 option 2
Fax Number 888-305-2956
Email loss_mitigation@pmigroup.com

Non-Delegated Loan Modification.

- Need to loan modification form completed

Non-Delegated Short Sales:

- Complete PMI Transmittal Worksheet along with the required documents mentioned in the worksheet

The PMI Transmittal Worksheet can be obtained at
https://www.pmi-us.com/media/pdf/resourcecenter/claims_forms/pmi_clm108.pdf

Email the completed form and supporting documents for decision

;

RMIC (Republic Mortgage Insurance Company)

Phone Number 800-999-7642

Fax Number 336-661-9413

Email lossmitigationteam1@rmic.com

Non-Delegated Loan Modification

- | |
|--|
| <ul style="list-style-type: none">• Need to loan modification form completed |
|--|

Non-Delegated Short Sales.

- | |
|--|
| <ul style="list-style-type: none">• Credit Report |
| <ul style="list-style-type: none">• Estimated HUD-1 or Net Sheet |
| <ul style="list-style-type: none">• Contract with purchase price |
| <ul style="list-style-type: none">• Copy of the completed BPO and or Appraisal |
| <ul style="list-style-type: none">• Homeowner's Income and Expense Sheet |
| <ul style="list-style-type: none">• Last 2 pay stubs |
| <ul style="list-style-type: none">• Hardship Letter |

Email the information for a decision

CMG Mortgage Insurance Company

Phone Number 800-909-4264

Fax Number 415-369-8808

Email claims.support@cmgm.com

Non-Delegated Loan Modification

- | |
|--|
| <ul style="list-style-type: none">• Need to loan modification form completed |
|--|

Non-Delegated Short Sales

- | |
|--|
| <ul style="list-style-type: none">• Hardship Letter |
| <ul style="list-style-type: none">• Credit Report |
| <ul style="list-style-type: none">• Copy of the completed BPO and or Appraisal |
| <ul style="list-style-type: none">• Last 2 pay stubs |
| <ul style="list-style-type: none">• Most recent Tax Return if applicable |
| <ul style="list-style-type: none">• Contract with purchase price |
| <ul style="list-style-type: none">• Estimated HUD-1 or Net Sheet |
| <ul style="list-style-type: none">• Homeowner's Income and Expense Sheet |

Email the information for a decision

Genworth (GE)

Phone Number 800-455-0871

Fax Number 919-870-2414

Email Contact kathy_campbell@genworth.com

Delegated Loan Modification

- | |
|---|
| <ul style="list-style-type: none">Fully delegated for modifications |
|---|

Delegated Short Sales

- | |
|---|
| <ul style="list-style-type: none">Net to current value 88% or greater for conventional |
| <ul style="list-style-type: none">If net to value (88%) results in a loss over Genworth's guaranty amount, any net on sale is authorized with the Investor Approval. The above stated net on sale requirements is the minimum net requirements, Servicers should always negotiate for the highest attainable net on sale |
| <ul style="list-style-type: none">Loss is less than or equal to \$125,000.00 |
| <ul style="list-style-type: none">Must make good faith effort to obtain cash contribution or note based on the borrower's financial ability |
| <ul style="list-style-type: none">2nd Mortgage payoff provision up to \$3,000.00 not included in the net on sale calculation |
| <ul style="list-style-type: none">No material restoration issues beyond "normal wear and tear" |

Non-Delegated Short Sales

- | |
|--|
| <ul style="list-style-type: none">Hardship Letter |
| <ul style="list-style-type: none">Credit Report |
| <ul style="list-style-type: none">Copy of the completed BPO and or Appraisal |
| <ul style="list-style-type: none">Last 2 pay stubs |
| <ul style="list-style-type: none">Most recent Tax Return if applicable |
| <ul style="list-style-type: none">Contract with purchase price |
| <ul style="list-style-type: none">Estimated HUD-1 or Net Sheet |
| <ul style="list-style-type: none">Homeowner's Income and Expense Sheet |

All non-delegated short sales need to be submitted to Kathy Campbell directly

Triad Guaranty Insurance Corp
Phone Number 336-723-1282
Email clai_ns@tgc.com

Non-Delegated Loan Modification.

- | |
|--|
| <ul style="list-style-type: none">• Need to loan modification form completed |
|--|

Non-Delegated Short Sales

- | |
|--|
| <ul style="list-style-type: none">• Hardship Letter |
| <ul style="list-style-type: none">• Credit Report |
| <ul style="list-style-type: none">• Copy of the completed BPO and or Appraisal |
| <ul style="list-style-type: none">• Last 2 pay stubs |
| <ul style="list-style-type: none">• Most recent Tax Return if applicable |
| <ul style="list-style-type: none">• Contract with purchase price |
| <ul style="list-style-type: none">• Estimated HUD-1 or Net Sheet |
| <ul style="list-style-type: none">• Homeowner's Income and Expense Sheet |

Email the information for a decision

Negotiator Procedures Manual

Ordering Title Report

A title report should be ordered in certain situations to determine if there are any subordinate lien(s) against a property

The Negotiator orders a title report if considering a loan modification where the capitalization is more than \$50,000. If there is subordinate lien, the specialist may approve the loan modification on the condition that the borrowers obtain an executed subordination agreement from the subordinate lien holder.

Listed below are the steps for ordering a title search:

Ordering a title search:

<ul style="list-style-type: none">Go to www.mdasolutions.com
<ul style="list-style-type: none">Click on "Customer Login" toward the top right side of the home screen
<ul style="list-style-type: none">Enter your personal log-on to bring up the MDA Menu Screen
<ul style="list-style-type: none">Click on "Order Products"
<ul style="list-style-type: none">Complete the Order Form<ul style="list-style-type: none">All "*" fields must be completedIn the Title Section, select "Search"Complete the subject property addressUse the borrower's name for the "Applicant" field
<ul style="list-style-type: none">Click "Submit"
<ul style="list-style-type: none">Print-off order confirmation with order ID for the file

Below is the screen shot for a completed title order form

The screenshot shows a web browser window with the address bar displaying "http://www.mdasolutions.com/order". The form is titled "Order Products - MDA Lending Solutions - Microsoft Internet Explorer". The form fields are as follows:

Name	Name
Phone	Phone
Fax	Fax
Email	Email
Valuation	Automated <input type="checkbox"/> LIVE <input type="checkbox"/> CASA
Title	Uninsured <input type="checkbox"/> Search <input type="checkbox"/> Legal & Vesting
Loan ID	Loan Amount
Location	Additional Details
Street Address	Last Purchase Date (s.m.d/yyyy)
URL/Alt	Book
City	Page
State	Tax ID
Zip Code	
County	

Retrieving the title search:

<ul style="list-style-type: none">• The title search should be available on website in 2 to 3 days
<ul style="list-style-type: none">• Go the MDA Menu Screen See the above section for the steps to reach the MDA Menu Screen
<ul style="list-style-type: none">• Hit "enter key"
<ul style="list-style-type: none">• Click on "Manage Orders"
<ul style="list-style-type: none">• If the screen shows "Pending", the search has not been returned yet
<ul style="list-style-type: none">• If the screen shows "Completed", then click on it to access the title report
<ul style="list-style-type: none">• Print the title search for the file

Negotiator Procedures Manual

Ordering Values

Negotiator Procedures Manual

Financial Packages Tasking Process

Homeowner Assistance Team –

Team player will receive request from mortgagor for a financial package to be sent by mail, email or fax

The following tasks will be utilized for the requests –

Mailing Tasks –

• LMRGML – Regular Mail financial package (LM075)
• LM2DAY – 2 day mail financial package (LM076)

The 2 day mailing needs to be approved by a Senior or above prior to utilizing the task. To utilize this foreclosure sale must be within 2 weeks and the homeowner/realtor does not have access to email or fax

The letter will go to Loan Support who will be matching the letter to the financial worksheet prior to mailing. The letters will be released by Loan Support several times throughout the day

Email Task –

• LMEMAL – Email financial package
• Input mortgagor's email address on the long line next to ACT A <ul style="list-style-type: none">◦ For underscore in an email address hit space bar. The loan support team is aware that this represents an underscore

The mortgagors will be receiving an email from Homeowners Assistance Team at Mortgage Service Center

Faxing Task –

• LMFAXS – Faxing financial package
• Input the mortgagor's fax number on the long line next to ACT A

The mortgagors will be receiving a fax from Homeowner's Assistance Team at Mortgage Service Center

Loan Support will be mailing, faxing and/or emailing the financial letters along with the worksheet to the mortgagors. This process will be handled throughout the day

Negotiator Procedures Manual

Fastreive

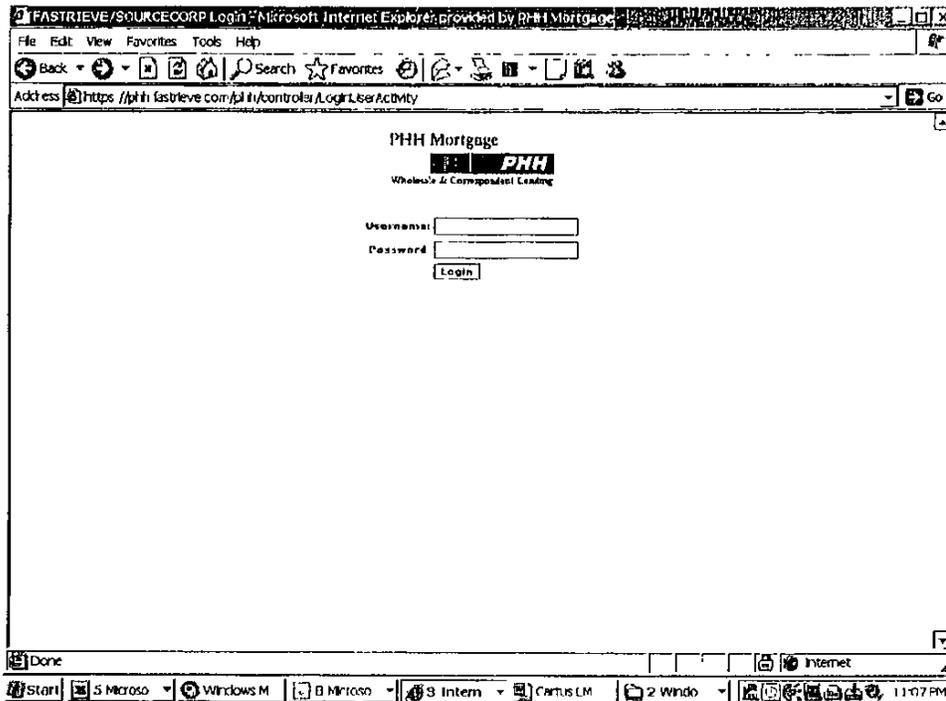
Please refer to the additional handout for the Fastreive User Guide for specific details. Noted below is the overview.

Source Corp:

- | |
|---|
| <ul style="list-style-type: none">• Identify loan number and send document to Fastreive |
| <ul style="list-style-type: none">• Image documents sent to Idesk |

Log-On:

- | |
|---|
| <ul style="list-style-type: none">• https://phh.fastreive.com |
| <ul style="list-style-type: none">• Type in Username |
| <ul style="list-style-type: none">• Type in Password |
| <ul style="list-style-type: none">• Hit Login |



Fax Holding Queue:

- There are several queues within Fastneve
 - Cartus queue
 - PHH Default queue
 - PHH Closing queue
 - Among several other queues
- Click on Cartus Queue

Fastneve Document Management System - Microsoft Internet Explorer 8.0.6002.1500

File Edit View Favorites Tools Help

Address: https://phh.fastneve.com/phh/controls/AccountLibvty

PHH Mortgage

App: Loss Mitigation
User: Sandy Praxton

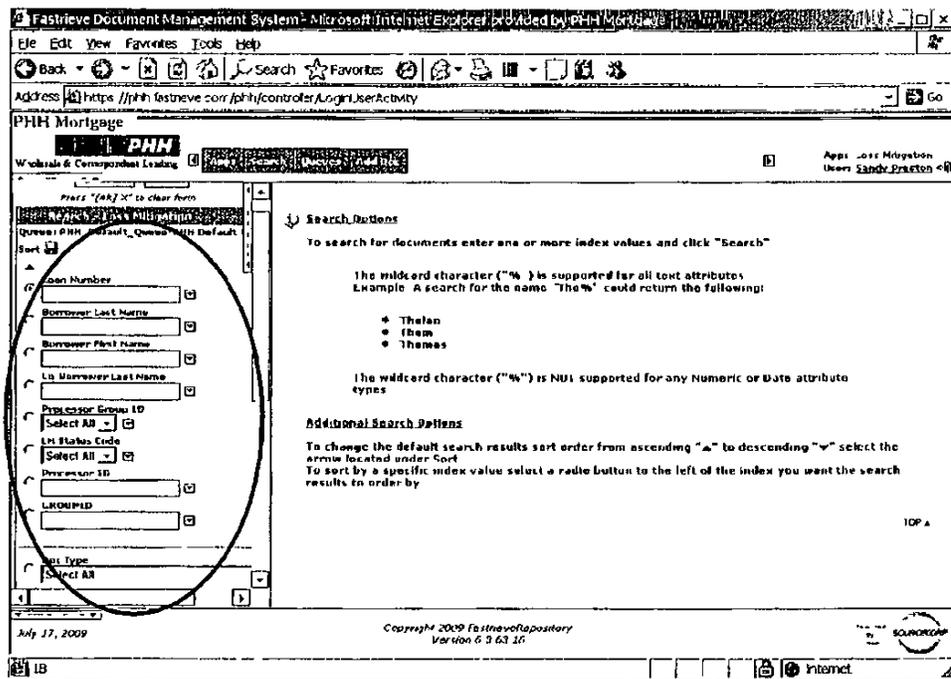
Please select a queue below

Queue Name	Queue Description	Total	Unlock Docs	Lock Docs	Type
CARTUS_Closing_Queue	CARTUS_Closing_Queue	0	0	0	WIP
CARTUS_Default_Queue	CARTUS_Default_Queue	0	0	0	WIP
Fax_Holding_Queue	Fax_Holding_Queue	187	187	0	WIP
HOLD_PENDING_PROC_ID	Hold Pending Processors	320	320	0	WIP View Only
Ingestion_Exception_3	Ingestion Exception Queue	0	0	0	WIP View Only
PHH_Closing_Queue	PHH_Closing_Queue	426	426	0	WIP
PHH_Default_Queue	PHH_Default_Queue	5036	5036	0	WIP
Print_Queue	Print_Queue	48	48	0	WIP
Processor_3_Closing_Queue	Processor 3 Closing Queue	0	0	0	WIP
Processor_3_Default_Queue	Processor 3 Default Queue	0	0	0	WIP
Processor_ID_Assignment_Queue	Processor ID Assignment Queue	180	180	0	WIP
Unidentified_Loan_Number_Queue	Unidentified Loan number Queue	121	121	0	WIP
ZENIA_Closing_Queue	ZENIA_Closing_Queue	24	26	0	WIP
ZENIA_Default_Queue	ZENIA_Default_Queue	395	395	0	WIP

TOP ▲

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Internet



- The Search function will appear on the left side of the screen
- Search options can be done by either 1 option or multiple options –
 - Loan Number
 - Borrower Last Name
 - Co-Borrower First Name
 - Processor Group ID
 - Processor ID (uc number for MSP)
 - Doc Type
 - Fax Number

- Click on circle next to search option
 - Example noted below under Processor ID
- Input information in search field
- Scroll to the bottom
- Hit Search Button
- Documents will appear on the right side

Fastlane Document Management System - Microsoft Internet Explorer

Address: https://phh.fastlane.com/phh/controler/LoginUserActivity

PHH Mortgage

Windows & Correspondent Listing

App: 2011 Hingston
User: Sandy Preston

Search Options

To search for documents enter one or more index values and click "Search"

The wildcard character ("*") is supported for all text attributes.
Example: A search for the name "Th*" could return the following

- Thelan
- Thom
- Thomas

The wildcard character ("*") is NOT supported for any Numeric or Date attribute types

Additional Search Options

To change the default search results sort order from ascending "▲" to descending "▼" select the arrow located under Sort

To sort by a specific index value select a radio button to the left of the index you want the search results to order by

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Viewing Faxed Images:

- Click on the Adobe Reader Icon

Fastrieve Document Management System - Microsoft Internet Explorer

Address: https://phh.fastrieve.com/phh/controller/LognUserActivity

PHH Mortgage

Viewing unlocked documents in queue "PHH_Default_Queue - PHH Default Queue"

Records 1 - 7 of 7

Select	Functions	Loan Number	Borrower Last Name	Borrower First Name	Phone	Fax	E_Mail	Property Address
<input type="checkbox"/>		[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
<input type="checkbox"/>		[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

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Version 6.3.07.16

- Document will appear
 - You can route the document to another queue if applicable
- Then hit the complete button
- This will remove the document from the pending queue
 - Document will be in DocViewer

https://phh.fastretrieve.com/phh/controller/ViewPdfAction... Microsoft Internet Explorer

Search Results | Attributes | Audit Trail | Notes | **Complete** | Route

54%

GMAC REAL ESTATE SERVICE CENTER

7360 Guilford Drive
 Suite 201
 Frederick, MD 21704
 240-629-6900 office
 301-662-0190 fax

FAX

To: *Loss Mig* From: [REDACTED]

Fax: [REDACTED] Pages (incl. cover): 4

Phone: [REDACTED] Date: 6/14/09

8 47 x 10.88 in | 1 of 2 | Done | Internet

Fastreive has the ability to upload documents from your personal drive to be added to DocViewer. This includes emails and worksheets you received or created.

To upload Documents to Fastreive:

- Click on the "Add Doc" tab
- Input the loan number you will be adding the document to
- Click on the "Associate" button
- Select the Browse button
- Select the document to be uploaded
- Select the Doc Type
- Click the Upload button

Fastreive Document Management System - Microsoft Internet Explorer provided by PHH Mortgage

Address: https://phh.fastreive.com/phh/controller/LoginUserActivity

PHH Mortgage

PHH

Workrate & Compensation Landing

App: Loss Mitigation User: Sandy Preston

Search [Clear] Press [Alt] to clear form

Queue: PHH_Default_Queue PHH_Default

PHH_Default_Queue - PHH Default Queue

Records 1 - 57 of 57

Select	File Name	Loan Number	Borrower Last Name	Borrower First Name	Phone	Fax	E-Mail	Post Add
<input type="checkbox"/>	[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]
<input type="checkbox"/>	[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]
<input type="checkbox"/>	[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]
<input type="checkbox"/>	[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]
<input type="checkbox"/>	[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]
<input type="checkbox"/>	[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]
<input type="checkbox"/>	[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]

July 17 2009 Copyright 2009 Fastreive Technology Version 6.3.63.16

Done

Negotiator Procedures Manual

Idesk /Document Viewer

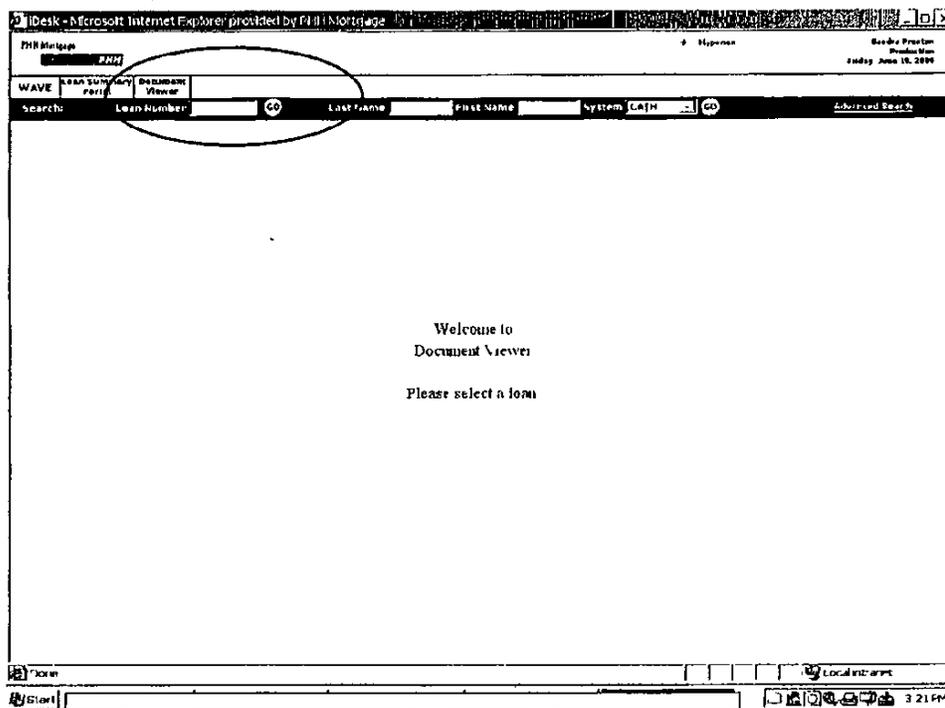
The incoming referrals, additional information and active files sent to SourceCorp or through Fastrieve are up load to Idesk in DocViewer

Accessing Idesk/Doc Viewer:

- Follow instructions for Citrix in training manual

DocViewer:

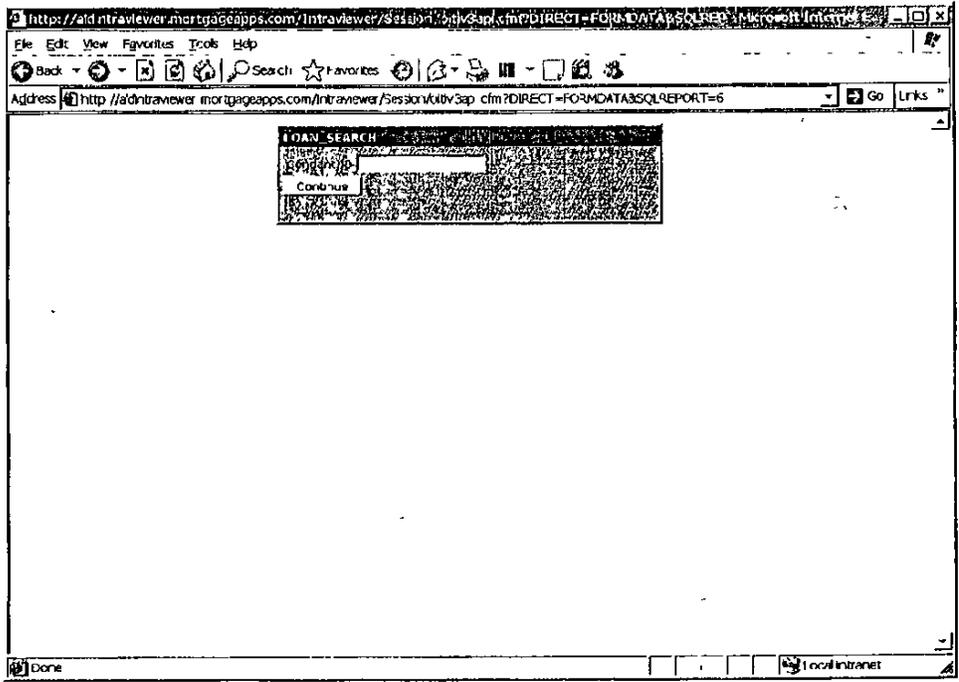
- The top left hand side click on Document Viewer
- Input loan number on the right side of "Loan Number"
- Click on "Go" button for document to show



If the documents are not available on Idesk you can also search for documents with the following instructions

Accessing Website for Doc Viewer:

- Go
<http://aldintraviewer.mortgageapps.com/IntraViewer/Session/only3ap.cfm?DIRECT=FORMDATA&SQLREPORT=6>
- Input the loan number where next to Candant ID
- Click on the continue button



Reviewing Imaged documents in Idesk:

- Documents that are imaged for Loss Mitigation are noted LM - (then the description of the document)
- Click on View button to see actual document

Idesk - Microsoft Internet Explorer provided by PHH Mortgage

PHH Mortgage **PHH** Product Date: Friday, June 19, 2009

WAVE	Loan Summary Detail	Document Viewer	Search	Loan Number	Last Name	First Name	System	CA#	Submitted Search		
<input type="checkbox"/>	Y	Credit					I	12000719	109 52 52	PHHMAX	VALID
<input type="checkbox"/>	Y	Credit					I	12005003	113 05 37	PHHMAX	VALID
<input type="checkbox"/>	N	Income					IA	120050524	122 21 50	HLATON	VALID
<input type="checkbox"/>	Y	Income					IA	120050524	122 21 50	HLATON	VALID
<input type="checkbox"/>	Y	Income					IA	120050524	122 21 50	HLATON	VALID
<input type="checkbox"/>	Y	Income					IA	120050524	122 21 50	HLATON	VALID
<input type="checkbox"/>	Y	Income					IA	120050524	122 21 51	HLATON	VALID
<input type="checkbox"/>	Y	Income					IC	120050712	113 40 14	ISOURCECORP	VALID
<input type="checkbox"/>	N	Income					I	120050614	110 11 19	PHHMAX	VALID
<input type="checkbox"/>	Y	Income					I	120050614	110 11 19	PHHMAX	VALID
<input type="checkbox"/>	N	Income					I	120050614	110 11 19	PHHMAX	VALID
<input type="checkbox"/>	Y	Property					IC	120050712	113 40 14	ISOURCECORP	VALID
<input type="checkbox"/>	Y	Property					I	120050624	115 44 15	PHHMAX	VALID
<input type="checkbox"/>	Y	Isservicing					I	120000424	114 23 25	ISOURCECORP	ILOS
<input type="checkbox"/>	Y	Isservicing					I	120000424	114 23 25	ISOURCECORP	ILOS
<input type="checkbox"/>	Y	Isservicing					I	120000424	114 23 25	ISOURCECORP	ILOS
<input type="checkbox"/>	Y	Isservicing					I	120000424	114 23 25	ISOURCECORP	ILOS
<input type="checkbox"/>	Y	Isservicing					I	120000424	114 23 25	ISOURCECORP	ILOS
<input type="checkbox"/>	Y	Isservicing					I	120000424	114 23 25	ISOURCECORP	ILOS
<input type="checkbox"/>	Y	Isservicing					I	120000424	114 23 25	ISOURCECORP	ILOS
<input type="checkbox"/>	Y	Isservicing Letters					Io	120000522	100 52 14	ICLIPS	ISER
<input type="checkbox"/>	Y	Isservicing Letters					Io	120000522	100 52 14	ICLIPS	ISER
<input type="checkbox"/>	Y	Isservicing Letters					Io	120000507	101 22 42	ICLIPS	ISER
<input type="checkbox"/>	Y	Isservicing Letters					Io	120000324	101 50 49	ICLIPS	ISER
<input type="checkbox"/>	Y	Isservicing Letters					Io	120000312	105 98 09	ICLIPS	ISER
<input type="checkbox"/>	Y	Isservicing Letters					Io	120000311	100 48 17	ICLIPS	ISER
<input type="checkbox"/>	Y	Isservicing Letters					Io	120000223	107 25 57	ICLIPS	ISER
<input type="checkbox"/>	Y	Isservicing Letters					Io	120000207	107 28 20	ICLIPS	ISER
<input type="checkbox"/>	Y	Isservicing Letters					Io	120000208	101 58 30	ICLIPS	ISER
<input type="checkbox"/>	Y	Isservicing Letters					Io	120000123	101 22 00	ICLIPS	ISER
<input type="checkbox"/>	Y	Isservicing Letters					Io	120000109	102 43 17	ICLIPS	ISER

Done Local Internet

Start 3:24 PM

LM005 Letter User Input Fields:

<u>Step for Letter</u>	<u>Description</u>
U090 Specific Date	Short Sale Closing Date
U069 Sales Amount (Omit \$)	Contract Sales Price
U114 Total Transaction Cost Due	Closing Costs not including Commission
U209 Commission	Commission Amount
U210 Repairs/Upgrade/Etc	Amount of repairs approved
U195 Net Proceeds	Net Proceeds
U042 Total Funds Required	Cash Contribution with homeowner
U106 Principle Balance	Promissory Note with homeowner
U208 Interest rate	Interest rate for Promissory Note
U076 Remaining months of loan	Term of the Promissory Note

LM039 Letter User Input Fields:

<u>Step for Letter</u>	<u>Description</u>
U090 Specific Date	Short Sale Closing Date

LM040 Letter User Input Fields:

<u>Step for Letter</u>	<u>Description</u>
U090 Specific Date	Short Sale Closing Date

Negotiator Procedures Manual

Denial process

<ul style="list-style-type: none">• Refer to the excel spreadsheet for Denial comment codes
<ul style="list-style-type: none">• Input the denial comment code on LMTN
<ul style="list-style-type: none">• The following day the denial letter will automatically be generated and sent to Loan Support for Mailing

Negotiator Procedures Manual

Holds Foreclosure / Collections

Loan is in Foreclosure:

- Determine if foreclosure action should be held or postponed
- See section for "Process Management"

Loan is in Collections:

- Determine if collection process should be held if yes continue with steps below
- Open the LMSUSP task
- See section for "Tasking Process"

The screenshot displays a web browser window titled "Lending Portal 4.1". The interface includes a menu bar (File, Edit, View, Favorites, Tools, Help), a search bar, and a toolbar with various icons. The main content area shows task information for "TASKID LMSUSP SUSPENDED LOANS".

Task Details:

- TSK: TSK SETUP
- TSK ID: 1027001
- Created: 06/25/09 15:33:25
- Start Date: 08/01/08
- Type: GOVY. RES.
- Group: GRP

Task Description:

TASKID LMSUSP SUSPENDED LOANS
 ACT - SUSPENDED COLLECTION LOANS

RCV	STARTED	COMPL	DEPT/ID/NAME	PRI
RECEIVED 062509	STARTED 062608	COMPL LOS 5AR 1		QUEUE V
BEHIN NSG 062300	FOLLOWUP 073109	RESP LOS		
EXPECTED 073100	ACTUAL	COMPLETED		

Additional Messages:

LMSUSP: SUSPENDED COLLECTION LOANS
 ACTIVE LOSS MITIGATION
 COMPLETED ON 7 BANKRUPTCY
 LOSS MIT IND = 8 SHORT/SALE IN PROC.
 MULTIPLE LOANS PRESENT

Letter Log:

DATE	LETTER/TASK	VER/DEPT	REQ	DESCRIPTION
062609	LMS01	056	5AR	Closing Notice for Shortsale
062609	LMS00	050	5AR	RELEASE for Shortsale
062609	LMS00	024	5AR	Waiver for Shortsale
062609	LMS05	059	5AR	SHORT SALE ACCEPT LETTER
T 062609	LMSUSP OPEN	LOS	5AR	SUSPENDED LOANS
T 062709	LMSUSP CLOSE	CUS	DEI	RETRIEVED VOICEMAIL

The interface also shows a status bar at the bottom with "Done" and "Internet" indicators.

Negotiator Procedures Manual

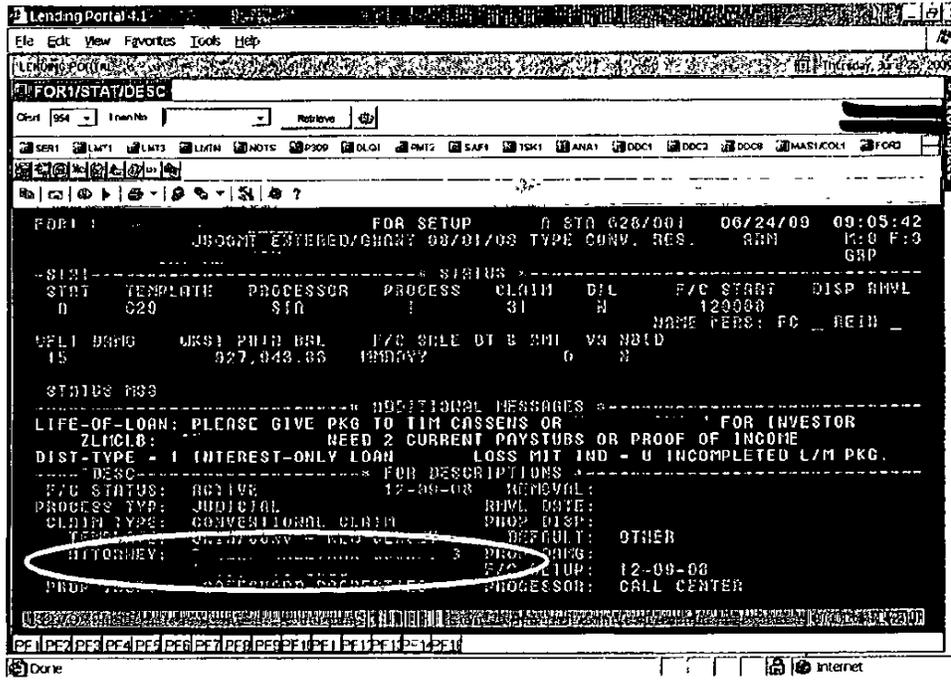
Process Management System

Process Management (a.k.a. FIS, LPS desktop or NEWTRAK) is a system in which a Specialist can communicate instructions and requests to the foreclosure attorney representing PHH.

Through Process Management specialists will order attorney fees and cost, place messages to hold, stop, post-pone and proceed with to foreclosure action. Please note that a foreclosure sale within 72 business hours requires direct contact with the foreclosure attorney to advise intentions to postpone foreclosure sale and must be accompanied by a phone call to the foreclosure attorney and intercom message in Process Management; some attorneys may require an email. In some situations the attorney's office may require an email as well. Any action taken on the loan must be documented in detail on the LMTN screen.

Attorney Information on Foreclosure Workstation:

- Go to FOR1
- Attorney name and phone number is noted on the bottom left hand

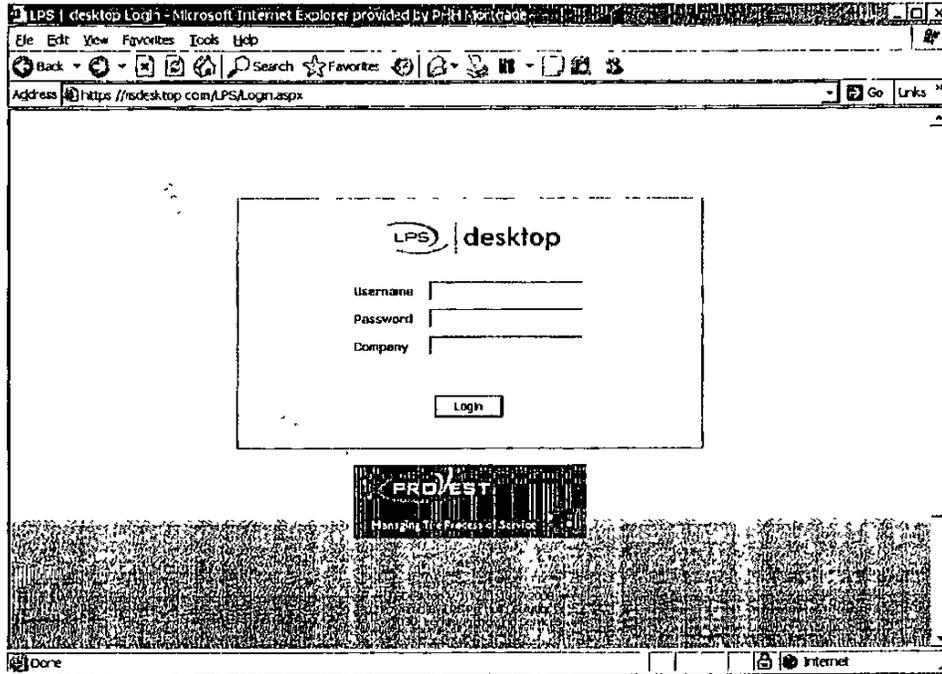


Listed below are how to access and to use the Process Management system

Access to Process Management:

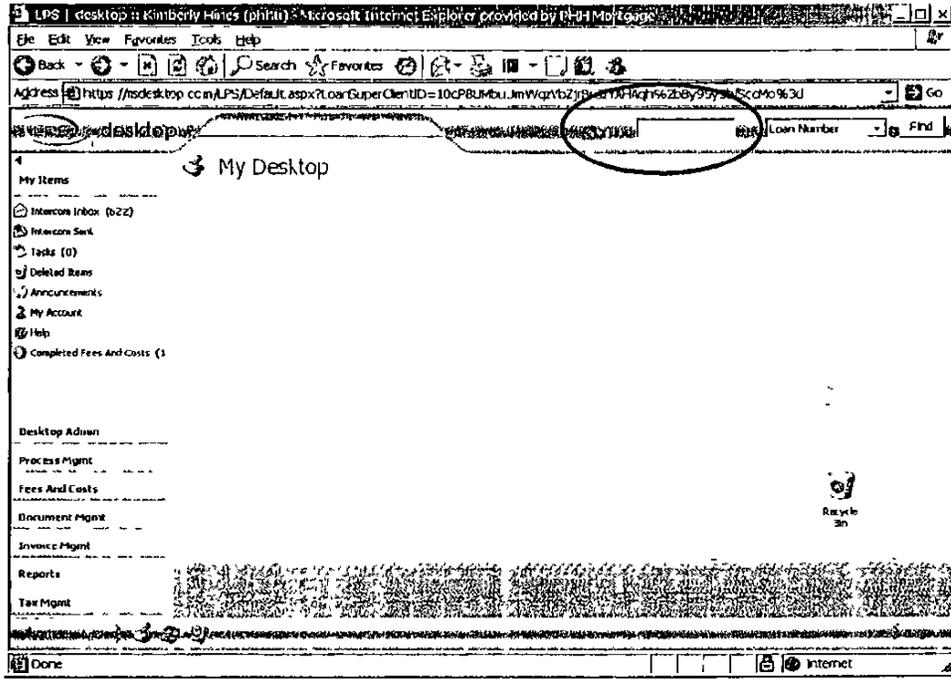
- | |
|---|
| <ul style="list-style-type: none">• Go to https://fisdesktop.com/LPS/Login.aspx . |
| <ul style="list-style-type: none">• Input your specific Username, and Password |
| <ul style="list-style-type: none">• Input company code which is PHHU |

Listed below is the log on screen for Process Management



Ordering Fees and Cost through Process Management:

- Input loan number and hit "find" button



- Select the Foreclosure with the green flag which is generally the last foreclosure in the branch
 - The multiple Foreclosures on a loan are due to multiple issues or actions
- Under Tool Menu select "Fees and Cost"

The screenshot shows a web browser window displaying a 'Process Screen' for a loan. The interface includes a navigation menu on the left with options like 'Process', 'Foreclosure', 'Hold F', 'Bldg', and 'VA Ap'. The main content area shows loan details such as 'Servicer: PHH - LOUS Loan', 'Vendor: LONE CA Aztec Foreclosure Corp', and 'Start: 7/7/2009'. A table titled 'Process: Bidding Instructions' lists events with columns for 'Event', 'Days', 'Orig Date', 'Dues Date', 'Completed', 'Form', and 'Due'. A 'Tool Menu' is visible in the top right corner of the main content area.

Event	Days	Orig Date	Dues Date	Completed	Form	Due
1 VA Cutoff Date	0	7/7/2009	7/7/2009	6/29/2009		
2 Attorney Advised of VA Cutoff Date	0	7/7/2009	7/7/2009	7/8/2009	<input checked="" type="checkbox"/>	Success - top
3 Bidding Instructions To Attorney (Full 55 Sup 1)	-21	6/16/2009	7/20/2009	7/16/2009		See the Site
4 Bidding Instructions Received by Attorney	-21	5/26/2009	7/16/2009	7/16/2009		

- Select New Request
- Input Good Thru Date
- Select "Loss Mit (include prep fee)" in the reason field
- Enter comments in the comment box
 - If there has been fees and cost paid previously to the attorney include the date, amount and code in the comment box
 - Note in comment box for fees/costs is – "Please provide outstanding fees and costs good through mm/dd/yyyy Also include any additional fees and costs for holding, canceling, stopping or postponing the foreclosure sale"
- Click on "Foreclosure" under Selected Processes
- Click on the submit Button

https://bdesktop.com - Fees And Costs - Microsoft Internet Explorer

Fees And Costs

History New Request

To request outstanding fees and costs, enter the required information and click the "Save" button.

New Request

Good Through:

Reason:

Comment:

Max 1000 Chars

Notification Options: Intercom Email jason.dick@mcgraw-hill.com

Selected Processes: Foreclosure (refer to PHH's Uniform & Standard "C - NJ on 12/10/2008)

Done Internet

Generally a fees and cost requests are completed and returned by the attorney's office within 24 hours

- Intercom – Notification in Process Management to Vendors, PHH or Attorney
 - You have to be in Process Management to view any notification from the intercom
- Email – Notification sent to your direct email

Retrieving Completed Fees and Cost through Process Management:

- Go to "My Items"
- Select "Completed Fee and Cost"
- Click on the "\$" icon next to the appropriate loan number
- A new window will appear with the fees and costs quote

Listed below is a screen shot showing loans with completed fees and cost

The screenshot shows a web application interface for 'Completed Fees and Costs'. The browser address bar indicates the URL is https://desktop.rcm.APSA/default.aspx. The page title is 'Completed Fees and Costs'. On the left, there is a navigation menu with items like 'My Items', 'Intercom Inbox (12)', 'Tasks (0)', 'Deleted Items', 'Announcements', 'My Account', and 'Completed Fees And Costs'. The main content area displays a table of completed fees and costs. The table has the following columns: Bank, Loan #, Vendor, Process, Requested, Age, Requestor, Reason, and Detail. The 'Detail' column contains a '\$' icon for each row, which is circled in red. The table lists several loans with their respective vendors and reasons for completion.

Bank	Loan #	Vendor	Process	Requested	Age	Requestor	Reason	Detail
phfstar	[REDACTED]	Parkin Hallinan & Schweg, P.C. - NJ	Foreclosure - FHA	12/4/2007	2116.31	[REDACTED]	Loss Mit (include prep fee)	\$
phhlog	[REDACTED]	LOGS(ME) Shapiro & Morley, LLP	Foreclosure - FHA	12/4/2007	2129.11	[REDACTED]	Loss Mit (include prep fee)	\$
phhlog	[REDACTED]	Fisher & Shapiro, LLC	Foreclosure - FHA	12/4/2007	2129.04	[REDACTED]	Loss Mit (include prep fee)	\$
phhlog	[REDACTED]	DGS (CA) - Shapiro B Felly	Foreclosure - FHA	12/4/2007	2128.58	[REDACTED]	Loss Mit (include prep fee)	\$
phhlog	[REDACTED]	Fisher & Shapiro, LLC	Foreclosure	12/7/2007	2098.36	[REDACTED]	Loss Mit (include prep fee)	\$
phfstar	[REDACTED]	Barrett Daffin Frappier Turner & Engel LLP	Foreclosure - FHA	12/7/2007	2008.32	[REDACTED]	Loss Mit (include prep fee)	\$
phhlog	[REDACTED]	LOGS(ME) Shapiro & Morley, LLP	Foreclosure	12/11/2007	2071.47	[REDACTED]	Payment Plan	\$
phhlog	[REDACTED]	LOGS(ME) Shapiro & Morley, LLP	Foreclosure	12/13/2007	2004.50	[REDACTED]	Payment Plan	\$

- [Click on your name](#)

https://fidesktop.com - Fees And Costs - Microsoft Internet Explorer provided by First Mortgage

Fees And Costs

» [History](#) [New Request](#)

Fees and costs requests for file 0027908177

Requested By	Status	Age
Kimberly Hines (phhu)	Complete	0 days, 1 hours, 20 minutes
Kimberly Hines (phhu)	Open	295 days, 0 hours, 32 minutes

Done Internet

- Click on Foreclosure for total fees and costs
- Hit complete button

https://fsdesktop.com - Fees And Costs - Microsoft Internet Explorer provided by Dell Mortgage

» History » View Request New Request

Click a process below to view or enter fee and cost detail

Fees And Costs Detail

Good Through: 10/3/2008 Export

Requested: 9/25/2008 @ 17:00 AM (205 days, 0 hours, 34 minutes) Referral Date: 8/26/2008

Reason: Loss Mit (include prep fee)

Comment:

Applicable Processes			
Process	Status	Total Fees	Total Costs
Foreclosure - LOGS (NC) - Sha	Closed	\$662.50	\$381.64
RE-EVALUATION - LOGS (NC) - Sha	Closed	\$0.00	\$0.00
Totals		\$662.50	\$381.64
Total Fees and Costs:			\$1,044.14

Done Internet

Determining to Place File on Hold in Process Management

Prior to placing a hold on the account you will need to contact the foreclosure attorney to confirm that the foreclosure action can be placed on hold based on state law

- Input loan number and hit "find" button
- Select the Foreclosure with the green flag which is generally the last foreclosure in the branch
 - The multiple Foreclosures on a loan are due to multiple issues or actions

The screenshot shows a web browser window with the address `https://desktop.com/APS/Default.aspx?LoanSuperClientID=104881&UmlWqVzY78n0ZYAH4d19e2bBy95y3b5c0r0%3d`. The page title is "Process Screen".

Process Information:

- Service: PHH - STARS Loan
- Vendor: Phelan Halpin & Schwegel, P.C. - NJ
- Vendor Ref: cdt-9492
- Mortgagor: [Redacted]
- Mortgage: [Redacted]
- Start: 12/10/2008
- Status: [Green Flag]

Event Log Table:

Event	Days	Orig Date	Due Date	Completed	Form	Due
1 File Referred To Attorney	0	12/10/2008	12/10/2008	12/10/2008		Some of Sta...
2 File Received By Attorney	0	12/10/2008	12/10/2008	12/10/2008		
3 Title Report Received	20	12/30/2008	12/30/2008	12/30/2008		
4 Preliminary Title Clear	5	1/5/2009	1/21/2009	1/21/2009		
5 Complaint Filed (Jurisdiction)	3	12/15/2008	1/26/2009	1/22/2009		
6 Service Complete (Follows Step 4)	10	1/14/2009	2/17/2009	1/29/2009		
7 Judgment Entered (Follows Step 6)	105	3/20/2009	7/11/2009			

The sidebar on the left contains navigation links: Processes, Foreclosure (circled in red), Documents, and Invoices.

Adding a Hold on Process Management:

Do not complete any information under the Additional Process(es) box. This box is utilized by the DLD (Default Legal Department)

- Under Tool Menu select "Holds"
 - Holds is similar to Cancel
- Select "Loss Mitigation Workout" under the Reason field
- Enter projected end date in the appropriate field
- Enter comments including the specific reason for holding the foreclosure action

Listed below is a screen shot of the Hold Screen on Process Management

https://fisdsktop.com - Holds - Microsoft Internet Explorer

Holds

Add Hold | Add Prior Hold | Hold History

To place file [redacted] on hold, enter the Reason and Start Date in the space provided, and click Save

Hold Form

Additional Process(es)

- Foreclosure
- FC_Postponement_Notification
- FC_VALUATION

Reason

Loss Mitigation Workout

Start Date

10/20/2008

Projected End

11/20/2008

Comments

This file has been approved for a loan modification

Save Cancel

Done Internet

Determining to Postpone Foreclosure Sale in Process Management:

Prior to postponing the foreclosure sale you will need to contact the foreclosure attorney to confirm that the foreclosure action can be postponed based on state law

- Input loan number and hit "find" button
- Select the Foreclosure with the green flag which is generally the last foreclosure in the branch
 - The multiple Foreclosures on a loan are due to multiple issues or actions

77

Process Screen - LPS | desktop | Microsoft Internet Explorer

Address: https://lpsdesktop.com/LPS/Default.aspx?LoanSuprClientID=10qPBU...&ClientID=10qPBU...&LoanNumber=...

Process Screen

Vendor: Phelan Hallinan & Schwab, P.C. - NJ
Vendor Ref: cdt-3492

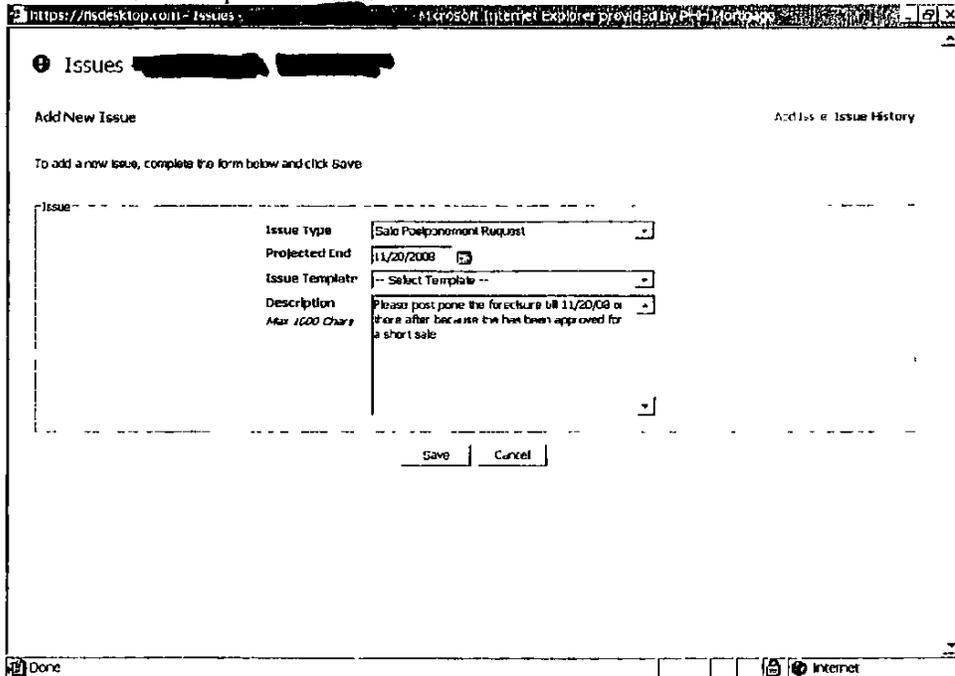
Event	Days	Orig Date	Due Date	Completed	Form	Due
1 File Referred To Attorney	0	12/10/2008	12/10/2008	12/10/2008		See Step
2 File Received By Attorney	0	12/10/2008	12/10/2008	12/10/2008		
3 Title Report Received	20	12/30/2008	12/30/2008	12/30/2008		
4 Preliminary Title Clear	5	1/5/2009	1/21/2009	1/21/2009		
5 Complaint Filed (Follows Step 3)	3	12/15/2008	1/26/2009	1/12/2009		
6 Service Complete (Follows Step 4)	10	1/14/2009	2/17/2009	1/29/2009		
7 Judgment Entered (Follows Step 5)	105	3/30/2009	7/16/2009			

Adding an Issue on Process Management:

An Issue is a request for an action with the Vendors

<ul style="list-style-type: none">• Input loan number and hit "find" button
<ul style="list-style-type: none">• Under Tool Menu select "Issues"
<ul style="list-style-type: none">• Select "Add an Issue"
<ul style="list-style-type: none">• Select appropriate Issue Type, the messages are below<ul style="list-style-type: none">○ Proceed FC○ Sale Postponement Request○ Stop Foreclosure – Loss Mit (generally used by PHH only)
<ul style="list-style-type: none">• Projected End – Do not put an end date<ul style="list-style-type: none">○ The Vendor will update the project date
<ul style="list-style-type: none">• Issue Template – do not select a template
<ul style="list-style-type: none">• Enter comments concerning to the message<ul style="list-style-type: none">○ Reference the projected end date or postponement timeframe in your description
<ul style="list-style-type: none">• Hit the "Save" button

Listed below is a screen print of an Issue:

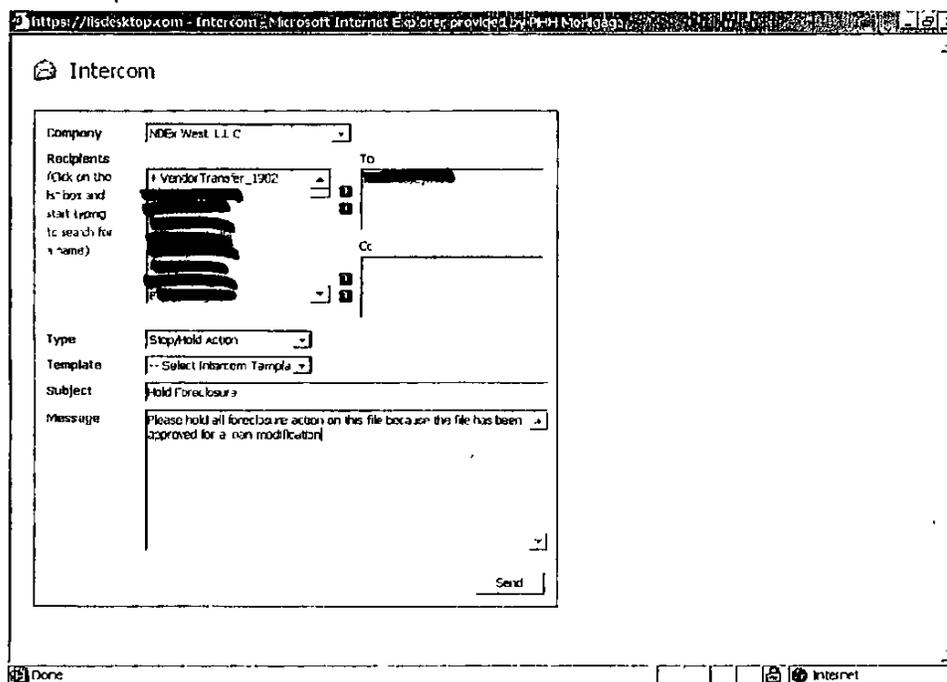


An intercom message is a secure email to or from the foreclosure attorneys' office or through the Process Management system

Creating an Intercom on Process Management:

- | |
|---|
| • Input loan number and hit "find" button |
| • Under Tool Menu select "Create Intercom" |
| • Select the appropriate company |
| • Select the appropriate recipient(s) |
| • Select the appropriate "Type" of message |
| • Enter Subject and Message in appropriate fields |
| • Hit Send button |

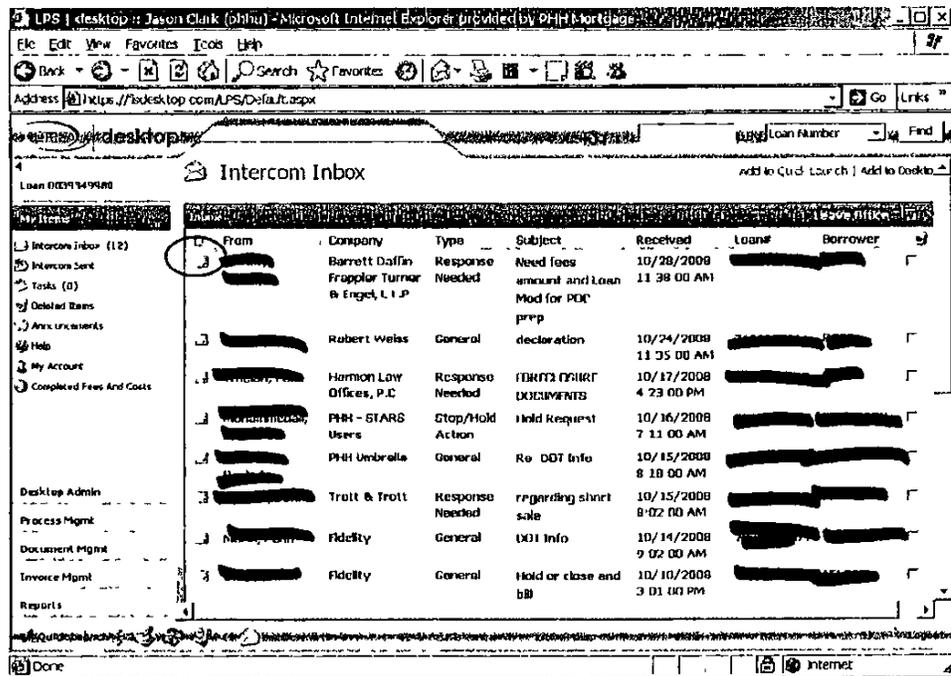
Listed below is a screen shot of an intercom



Retrieving Intercom Messages through Process Management:

- Go to "My Items"
- Select "Intercom Inbox"
- Click on message icon
- Read and Print Intercom Message
- Add to the file

Listed below is a screen shot of the Intercom Inbox

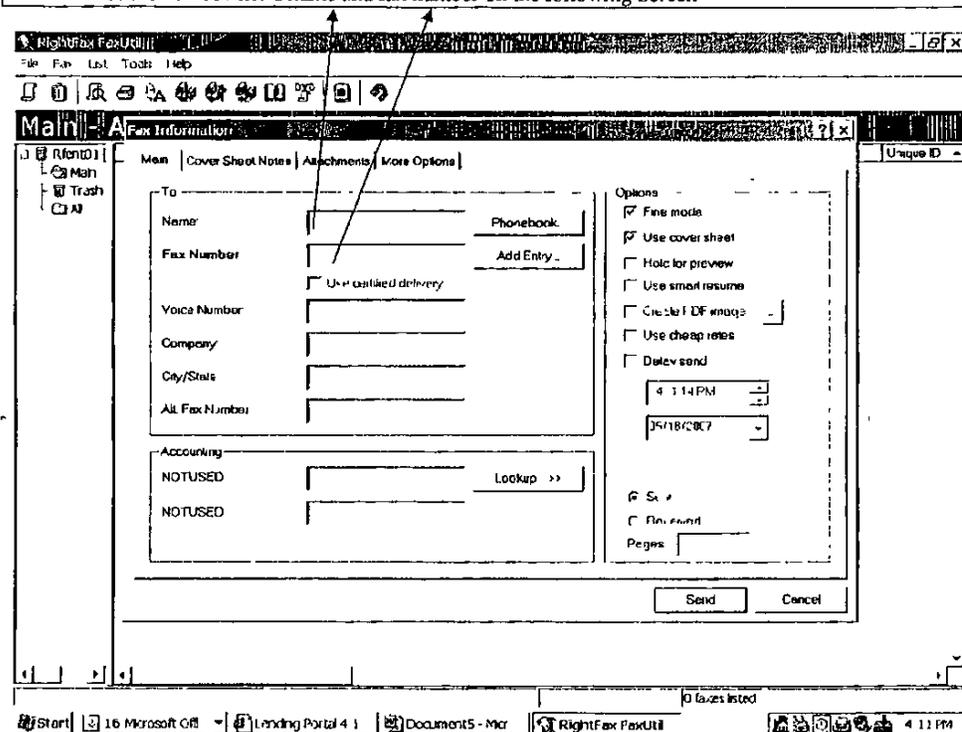


Loss Mitigation Procedures Manual

Right Fax System

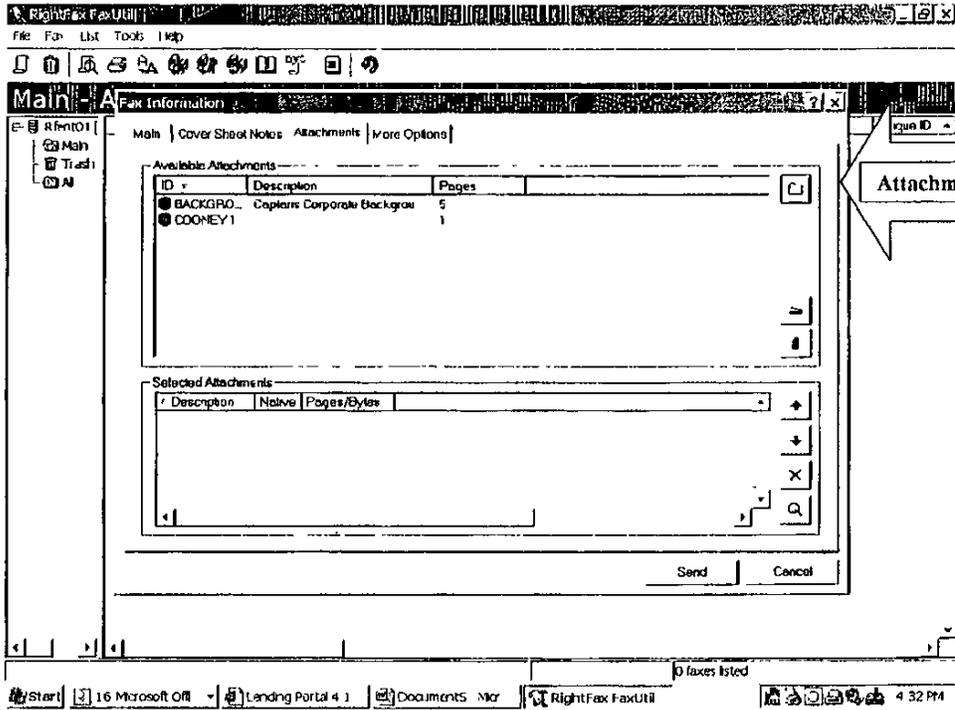
Initiating from Fax with a worksheet attached -

- Click once on the Right Fax Icon on the bottom of your screen
 - It on the bottom right hand corner and resembles an old printer
- Click on the "FaxUtil"
- Click on the first icon on the tool bar that looks like a scroll
- Put the homeowner's name and fax number on the following Screen



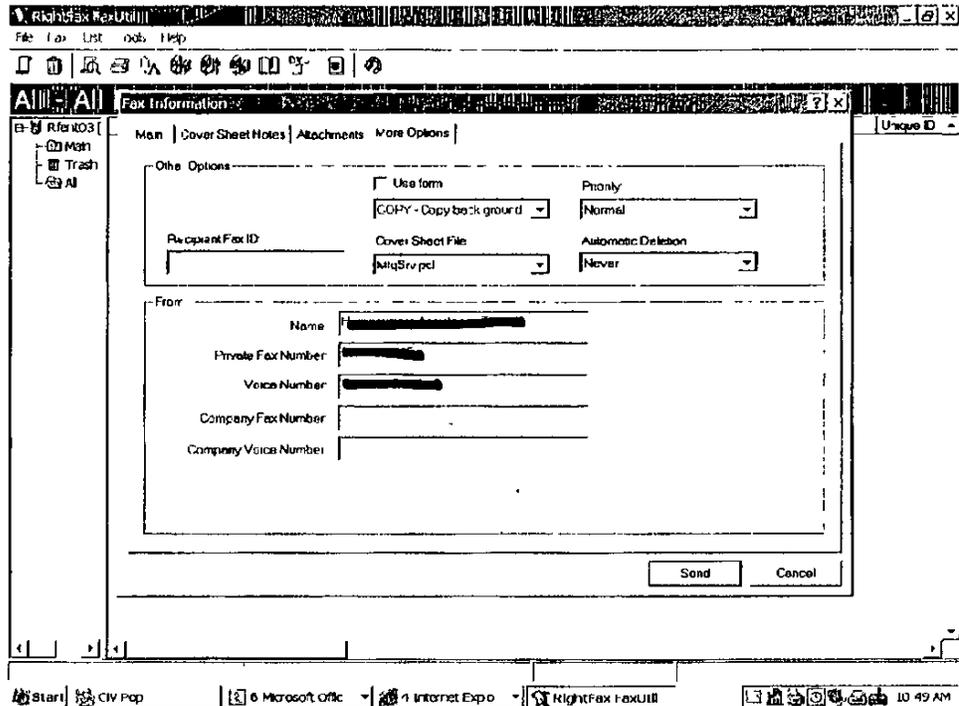
To Add an Attachment -

- Click Attachments on Header tab
- Click on folder on the right hand side of below document
- Chose file that is being sent from your personal drive
- Double click on document to add to the fax

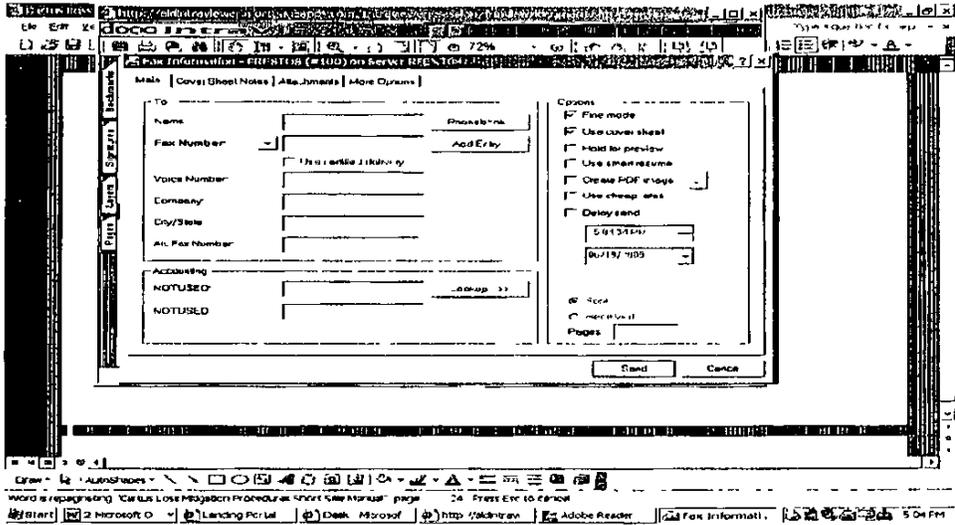


Creating Cover Sheet -

- Click More Options on Header tab
- Under Name - Type in Homeowners Assistance Team
- Under Private Fax number - Type in 856-917-2848
- Under Voice number - Type in 1-800-750-2518
- Then hit send button to have fax sent
- Email will be sent to you once the fax has been sent The email will advise if it was successful or not



- Type in the Name of the person the fax is being sent to under Name
- Type in the Fax number under Fax Number
- Click on Send



Negotiator Procedures Manual

DLQ1 Work Windows

The following work windows can be utilized to obtain additional information if applicable

DLQ1 Work Windows:

• INVE – Investor information
• DUE1 – Individual payment amount
• THIR – Third party information
• LIEN – Lien information
• LOAN – Loan information
• MICO – Mortgage Insurance information

The screenshot shows a web browser window titled 'Lending Portal v1.1'. The address bar contains 'http://portal...'. The main content area displays a report for a loan with the following details:

DELINQUENCY DUE1 06/25/09 19:03:45
 DUE1 34,232.18 DUE 09/01/05(2)(09/14) ASSUM: ACQ:
 CHRG CHRG 198.00 PAYM 0 339.08 P:
 BAD CR FEES 100.00 L/C AMT 21.25
 OTHER FEES 572.28 PAYM * LC 089.95 P:
 TOT DUE 35,038.15* PRIN BAL 83,740.53
 SUSPENSE .00 P&I 531.36
 NET DUE 35,038.15 BLO 1 TIME.PAY 70 DAY
 C/S 194
 C/D 12/08 B BUSINESS S

ADDITIONAL MESSAGES
 REOADD: ADD REO COVERAGE TO LOAN EFFECTIVE 06/25/2009 \$ 83,700
 ACTIVE FORECLOSURE FULL SETTLEMENT 12/17/03

INVE - INVESTOR HEADER INFO
 INV/COI: 133 001 RFC MASTER SERVICING INV TEL: 818-250-1338
 SALE DATE: 12/93 PRIN BAL: 83,740.53 INV LOAN:
 LOAN DATE: 06/06/01 INT RATE: 6.00000 POOL:
 MATUR DATE: 07/01 P&I: 531.36 CONTRACT#: 881017
 ASSUMP DATE: PEND IR: SECT-N/CASE#: 200 411-3278416
 ACQUIS DATE: PEND P&I: POOL CO/CERT:

Negotiator Procedures Manual

Cash Management Payment Database

The Loss Mitigation Payment Database (hereafter referred to as Database) is used by Loss Mitigation to communicate with Cash Management on how to handle payments, workout contributions, and short payoffs that are received on accounts that are being worked by Loss Mitigation

- **Process stop** - A "P" or "L" stop in the "process" field on the SAFI screen, indicates that Loss Mitigation is working on the account. A copy of the screen shot is below. If Cash Management receives any monies on the account, they will enter the information (check type, amount, and date) into the Database for Loss Mit to respond.
- **Report** - The Loss Mitigation Specialists (Mitigator and Repay teams) receive a daily report that shows a list of the accounts within the Database assigned to each of representative to respond on their accounts.

The screenshot shows a web browser window titled "Lending Portal 3.1" with the address "https://portal.fintsm.com/portal25/". The browser displays a SAFI screen with a menu bar and a table of stops and flags.

SAFI Screen Data:

Client: 954 Loan No: [REDACTED] Retrieve

SAFI Compound Tool E-Mail Loan Activity Loan Calculator Loan Snapshot Snapshot Buckets

Buttons: SERI, PAYI, FOR2, DNKN, TAX1, TAX2, ANA1, LSCH

SAFI LN STOPS AND FLAGS 10/08/08 20:00:44

MIGR: CO-MIGR: PF7

TYPE: CONV. PNT PARCODE: 8 PF7

STOPS AND FLAGS	VAL	DESCRIPTION	EXPIRES	LAST CHANGED
			MM/DD/YY	BY MM/DD/YY
PROCESS	P	REFER TO LOSS MIT	585	10/09/08
SAD CHECK	0			
DISBURSEMENT	0			SLF 03/27/07
NO ANALYSIS	0			
LATE CHARGE	0			CP 07/03/07
NO NOTICE	0			CPI 07/03/07
TELEPHONE	0			
FORECLOSURE	0			
PAID IN FULL	0			
HEB SOLICITATION	0			
LIFE SOLICITATION	0			
ARM UPDATE STOP	0			
ARM NOTICE STOP	0			
B.O. FEWD DISB STD	0			
FLOOD INS O P/C TRACK				
UNUSURM INS				

LN# 100 U REQ STATUS CODE DEFNLT REPT STOP

MODIFY STOP RECORD VALUES AND PRESS ENTER BKRRCY STRT CD PF8-NEXT SCREEN

To access the Database follow the steps listed below.

Accessing Database:

• Open Microsoft Access 2003
• Go to the "M" drive
• Select "Loss Mitigation" Folder
• Select "Databases" Folder
• Select "LM Payment Database" Folder
• Select "LossMitPayments"
• Click "Open"
• Input personal Log On and Password
• Select "Loss Mit Review"

The Loss Mitigation Specialist will respond through the Database to Cash Management on how to handle monies received within 2 business days after Cash Management enters the check information. The Specialist should select the appropriate instruction from the codes available. Listed below are the responses and details applicable for all.

Database Responses

• Apply
• Return
• Hold
• Transition "

An example of how to notify Cash Management is (i.e. Apply), choose the applicable template (i.e. COLLHSA), and note the payment info along with any other instructions in the Comment box note (i.e. check for \$3,007.53 should be applied to suspense)

To access the Database follow the steps listed below.

Accessing Database:

• Open Microsoft Access 2003
• Go to the 'M' drive
• Select "Loss Mitigation" Folder
• Select "Databases" Folder
• Select "LM Payment Database" Folder
• Select "LossMitPayments"
• Click "Open"
• Input personal Log On and Password
• Select "Loss Mit Review"

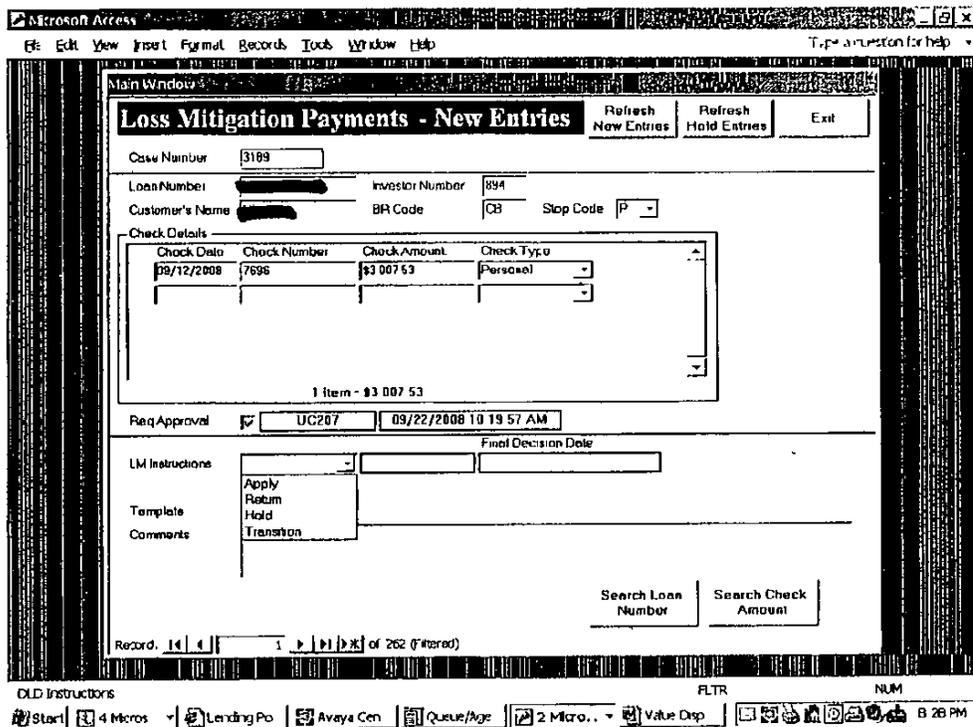
The Loss Mitigation Specialist will respond through the Database to Cash Management on how to handle monies received within 2 business days after Cash Management enters the check information. The Specialist should select the appropriate instruction from the codes available. Listed below are the responses and details applicable for all.

Database Responses

• Apply
• Return
• Hold
• Transition ^u

An example of how to notify Cash Management is (i.e. Apply), choose the applicable template (i.e. COLLHSA), and note the payment info along with any other instructions in the Comment box note (i.e. check for \$3,007.53 should be applied to suspense)

A screen shot of that example is below.



Notifying Cash Management to Apply Funds:

- This instruction may be used to apply a payment to advance a due date or to put monies in suspense
- A contribution for a loan mod should be applied to suspense. The Processor will apply the monies to the account while the workout is being processed
- A subsequent payment may be applied to advance the due date if a retention workout is completed
- If the retention workout is not completed, the payment may be applied to suspense. Later when the workout is completed, Collection will apply the payment to advance the due date

Notifying Cash Management to Return Funds:

- This instruction is used to return an unsatisfactory payment or contribution to the customer
- The Specialist should separately produce the return letter for Cash Management

Notifying Cash Management to Hold Funds:

- This instruction may be used to hold monies
- An incorrect contribution or payment may be held for 3 business days to see if the issue can be resolved then a decision needs to be made to apply or return. For example, the customer sent in only part of the contribution. Once resolved (i.e. additional monies are collected for the full contribution), the Specialist should use the Refresh Hold Entries to bring-up the transaction and then the Specialist should use the apply or return responses

- The hold should be used for a short sale payoff. The Specialist should note the comment box that the monies are for a short sale. Later the Processor will advise Cash Management to apply the short payoff to the account.

Notifying Cash Management to Transition Funds:

- This instruction is used to direct Cash Management to go to another dept for instructions b/c the monies do not pertain to Loss Mit.
- The Specialist should select the transition option the other dept that respond and note in the comment box. See below.

A Screen shot of how to Transition a payment is below.

Loss Mitigation Payments - New Entries

Case Number: 5189

Loan Number: [Redacted] Investor Number: 094

Customer's Name: [Redacted] BR Code: CB Stop Code: P

Check Date	Check Number	Check Amount	Check Type
09/12/2008	7686	\$3,007.53	Personal

1 item - \$3,007.53

Req Approval: UC207 09/22/2008 10:13:57 AM

Final Decision Date: 10/23/2008 2:13:45 PM

LM Instructions: Transition UCS95

Department: OLD

Template: [Redacted]

Comments: Transition payment of \$3,007 to OLD

Search Loan Number Search Check Amount

Record 1 of 241 (Filtered)

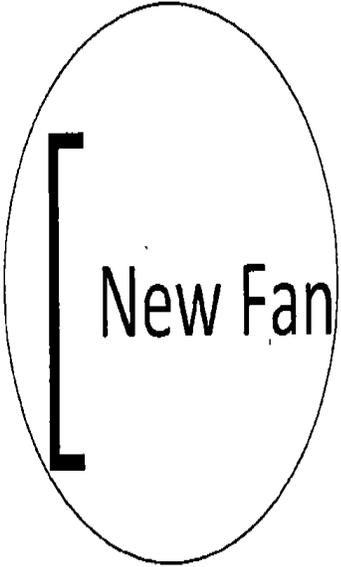
Negotiator Procedures Manual

Rescission Process

<ul style="list-style-type: none">• Contact Attorney to verify the cost to rescind the foreclosure sale
<ul style="list-style-type: none">• Investor guidelines –<ul style="list-style-type: none">○ Delegated investors – email supervisor with description on why the loan has to be rescinded along with the reason why it went to foreclosure sale○ Non-Delegated investors – contact investor to request approval for the loan to be rescinded
<ul style="list-style-type: none">• Open DLRSC (Rescind foreclosure sale)<ul style="list-style-type: none">○ DLD task for them to rescind the foreclosure sale
<ul style="list-style-type: none">• Send email to the following so the necessary steps are taken to rescind the foreclosure sale<ul style="list-style-type: none">○ Lawrence Riggs○ Chense Harris○ Stephanie Wnght○ Tara Olive○ MBS DLD Vendor Liaison
<ul style="list-style-type: none">• Confirm that the DLRSC is completed prior to continuing with the workout<ul style="list-style-type: none">○ DLD will close the task once process is completed

Documentation throughout the process is very important on these loans. Every step must be documented on LMTN

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New Fannie Mae Modification



November, 2010

PHH Proprietary Material New Fannie Mae
Modification Program

Why a new Modification?

In order to try and improve modification success rates and reduce the number of serial modifications (*borrowers who have failed modifications multiple times*), a new modification will take the place of Fannie Mae's Standard and Alternate modifications.

When is this effective?

- The new Fannie Mae modification is effective on 11/15/10.
- Standard modifications that were extended to borrowers, will still be accepted as long as those offers are reported to Fannie Mae no later than January 31, 2011.
- Borrowers will still be reviewed for HAMP, before consideration for the New Fannie Mae modification.

Fannie Mae Mod

Once a file is deemed ineligible for HAMP, and the customer has expressed the desire to try and retain the property, the file will be reviewed for the Fannie Mae Mod.

Once a customer is approved for the Fannie Mae modification, one or more of the following **may** occur:

- 1) Adjustment in Interest Rate
- 2) Extending the term of the original loan
- 3) Principal forbearance

Comparison of Standard & New FNMA Mods

Standard Modification

- Cash flow based (meaning that we are looking for a monthly surplus to indicate affordability)
- Trial period not required
- Expenses are used in determination
- Borrower is at least 30 days past due or faces imminent default
- Property value not required

New Fannie Mae Modification

- DTI used for eligibility
- Trial period is required
- Expense data not used towards eligibility but still needed for reporting purposes.
- Borrower must be 60+ days delinquent. (If under 60 days past due, we can review for other relief measures such as forbearance.)

Comparison of Standard & New FNMA Mods

Standard Modification

- Not required to waive fees
- NPV test required for Principal Forbearance
- Hardship documentation not required
- Minimum rate for 1st step in Step Rate Mod is 2%

New Fannie Mae Modification

- Property value is required to determine eligibility
- Late fees will be waived upon trial period completion
- NPV Test not required
- Hardship affidavit is required
- Fixed Rate Modification only

Eligibility Criteria

- Borrower must have a hardship
- The loan must have originated at least 12 months prior to the review for modification.
- Borrower is at least 60 days past due (*we should never tell a borrower to intentionally become delinquent*)
- Borrower must have been determined to be ineligible for HAMP or received but defaulted on a HAMP trial or permanent modification where payments were not reduced by 10%

EXHIBIT 6E

Supplemental Certification of James D. Scott

Eligibility Criteria

- Both owner occupied and non-owner occupied properties are eligible
- Borrower must have income. (unemployment income will not be considered)

[Trial Period Plan]

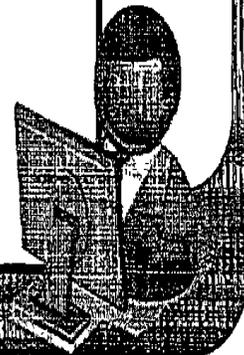
A three month Trial Period Plan is required prior to permanent modification. The borrower must make all three trial payments on time, meaning they must be made within the month they are due. Borrowers who fail to make the required trial payments will not be eligible for permanent modification.

HARDEST HIT FUND

HHF

FNMA/FHLMC
Unemployment & Reinstatement
Program

REVISED 1-2011



What is HHF?



HHF is a treasury program that has been rolled out to states that have been identified as being “hardest hit” by the current economic climate. This program was created to assist homeowners who are experiencing financial hardship; making it difficult for them to keep up with their mortgage payments.

The program provides temporary assistance for homeowner who are unemployed and/or delinquent by offering unemployment or reinstatement programs.

What is HMF?



In each participating state, a range of programs have been developed to help homeowners avoid foreclosure.

To ensure that programs offered, meet the needs of homeowners – state agencies may need to contact us to obtain loan specific information such as:

- Borrower status under HAMP, HAFA
- If denied, the reason for denial
- Terms of an active trial period plan or permanent modification

What States are Participating?



Arizona

Alabama

California

District of Columbia

Florida

Georgia

Illinois

Indiana

Kentucky

Michigan

Mississippi

Nevada

North Carolina

Ohio

Oregon

Rhode Island

South Carolina

Tennessee

New Jersey

PHH Servicing Continuing
Education

HHF Unemployment Program



STATE DETERMINATION

Each participating state will determine if a borrower qualifies for its program. As part of the qualification process, the state will contact us to confirm a borrower's monthly payment and loan status. If the borrower is approved for the HHF program, the state will notify us with the details of the approval, including the timing of the payments from the state to us, the lender.

HHF Unemployment Program



MONTHLY PAYMENTS

The program may either pay all or a portion of a borrower's monthly payment for a specific period of time. In the event the state requires a borrower to make a portion of the payment, the state or its 3rd party vendor is responsible for collecting amounts due from the borrower and forwarding the funds to PHH Mortgage.

The 3rd party vendor should have the homeowner's written authorization (form is attached to the end of powerpoint)

HHF UNEMPLOYMENT with OTHER PROGRAMS



If the HHF Unemployment program is combined with another foreclosure prevention alternative, certain restrictions may apply:

- Fannie Mae forbearance:** A borrower cannot be under a Fannie Mae forbearance that allows for a reduced payment and an HHF Unemployment Program at the same time
 - ✓ If a borrower is currently in a forbearance payment arrangement with us and is accepted into the HHF program, we must cancel the forbearance payment arrangement and accept funds from the HHF Unemployment Program.

HHF UNEMPLOYMENT with OTHER PROGRAMS

- **HAMP trial period:** A borrower in a HAMP trial period may not use HHF Unemployment Program funds to make his or her trial period payments. A borrower who is currently in a HAMP trial period plan and becomes unemployed may seek consideration for the HHF Unemployment Program. If the borrower is accepted into an HHF Unemployment Program, the borrower's HAMP trial period plan must be terminated.

✓ **Note:** When a mortgage loan is canceled from a forbearance payment plan or a HAMP trial period plan because the borrower is proceeding with the HHF program, the servicer must continue to report the Delinquency Status Code of 09 (Forbearance), to reflect the mortgage loan's delinquent status.

HHF UNEMPLOYMENT with OTHER PROGRAMS

- **HAMP permanent modification:** If a mortgage loan has been permanently modified under HAMP, a borrower who subsequently becomes unemployed may use an HHF Unemployment Program to make monthly mortgage payments.

Should a borrower remain unemployed after completing the HHF Unemployment Program, PHH will evaluate the borrower for other options, including forbearance. If the borrower has become re-employed, the servicer must consider the borrower for HAMP.

HHF Unemployment Program



FORECLOSURE IMPACT

We are required to comply with the foreclosure process requirements as indicated in the *Servicing Guide* and announcements.

- ✓ **If foreclosure proceedings have been initiated** and a sheriff or foreclosure sale is scheduled **less than seven days** from the date we are notified of borrower approval by the state, we will not notify an attorney (or trustee) to "place on hold" or suspend the foreclosure proceedings.
- ✓ If the notice of borrower approval from the state is received seven days or more in advance of a scheduled sheriff or foreclosure sale, we may not suspend the foreclosure proceedings unless it has actually received funds from the HFA

HHF Reinstatement Program

States may also offer a Reinstatement Program, which provides funds to bring the borrower's mortgage loan current or reduce the delinquency.

If a state reinstates a mortgage loan, reinstatement must occur after the period of state assistance from the Unemployment Program. The servicer must accept funds from the HHF Reinstatement Program to cure or reduce a borrower's delinquency.

Principal Reduction Alternative

At this time, Fannie Mae has elected not to participate in the Principal Reduction Alternative options that may be offered by some states.

MICHIGAN LOANS – UPDATE

Please note those borrower's who live in the state of Michigan – have been advised by their local HFA's to contact us, their service lender for assistance with the H4HH program. As a result, our internal loss mitigation team will review the initial package to make sure that there are no outstanding required documents. If there are none – we will forward the package to the State HFA for completion of the package and its final denial or approval.

Michigan offers the following programs for their residents...

PHH Servicing Continuing
Education

MICHIGAN LOANS - UPDATE

Unemployment Subsidy Program

- Provides a subsidy of up to half of an unemployed borrower's monthly payment.
- Not to exceed \$750/month for 12 months or until borrower is employed whichever is less
- Borrowers are still responsible for the other half of their monthly payment

Loan Rescue Program

- Provides assistance for borrowers who have experienced and successfully resolved a one-time crisis, i.e. unemployment, family illness or death to catch up on account
- Borrower is now able to afford the mortgage payment but cannot catch on the arrearage
- Assistance up to \$5,000

Principal Reduction Program

- Currently we are not accepting this program

PHH Servicing Continuing
Education

SER COMMENT CODES

HHFINQ

- Hardest Hit Inquiry
- Used by phone rep that receives a request for mortgage verification

HHFAPL

- Hardest Fund Applicant
- Used by phone rep that received confirmation that a borrower has applied for assistance

HHFAPR

- Hardest Hit Fund Approval Notification
- Used by phone rep when receives/notified that borrower has been approved

HHFEND

- Hardest Hit Fund Assistance End
- Receives confirmation that the borrower's coverage has ended

DLD HAMP Procedures

Daily Process Stop J and HAMP Task Report

This report is generated daily and identifies all loans that have a foreclosure sale date scheduled that had a process stop J or 9 or a HAMP task added to the loan the prior business day.

- When this report is received save the report to the following location. M/DLD/HAMP/Daily Stop J /folder for the current month
- Sort the report by the 075 (foreclosure sale scheduled) actual completion date. You will need to focus on loans that fall into the below criteria.
 - Loans that have a foreclosure sale date scheduled for a date prior to the day you are working the report.
 - Go to the FOR3 screen in MSP and determine if the Foreclosure Sale Held step is populated in the template (078 step)
 - If the step is populated send an e-mail to Shannon Tomasso, Robin Callahan and Lawrence Riggs to review the loan. If necessary they may need to alert the HAMP team that the loan has already gone to foreclosure sale
 - If the 078 step is not populated send an e-mail to the appropriate outsourcer advising them that the 075 step is populated with an old sale date and they need to remove the date
 - Loans that have a foreclosure sale date scheduled for either the day you are working the report, within the same week that you are working the report (for loans in the state of FL we should be reviewing any loan using the below criteria that has a sale scheduled in the next three weeks).
 - Go to the NOTS screen in MSP and review the notes to determine if the outsourcer has already taken action to postpone the sale on the loan
 - If you see in-notes that the outsourcer has taken action to postpone the sale you do not need to take any action. Notate the report that the outsourcer has already postponed the sale.
 - If you do not see notes that the outsourcer has taken action to postpone the sale review the notes to determine if a sale postponement is warranted. If the loan is in review for a short sale or DIL, the borrower has stated that they do not want a workout or it is clear after you review that we do not have all the documents necessary to complete a full review you can notate the report that we will not be requesting sale postponement.
 - If per the notes it appears as if the sale should be postponed as the loan is in review for a loss mit retention workout or has been approved for one and there is no indication that a postponement request has been made send an e-mail to Shannon Tomasso, Robin Callahan and Lawrence Riggs advising them of the date the sale is scheduled. Shannon/Lawrence/or Robin will review the loan and determine if the sale needs to be postponed and will obtain the necessary investor approvals to postpone the sale and provide you with the results. Shannon/Lawrence/Robin may request that you advise the

outsourcer to postpone the sale if applicable. Notate the report with your actions.

- o Loans that have a foreclosure sale date scheduled for the week after you are working the report
 - Go to M/DLD/HAMP/Sale pp review/applicable week/FC Moratorium FNMA and FHLMC Sale pp review master
 - Find the loan in question on this list and complete the following:
 - If the loan has been sent to FNMA for postponement approval notate the Daily stop J report that it has already been sent to FNMA
 - If the loan will auto be taken to sale review the notes on the loan in MSP to verify that nothing has changed since the weekly review. If nothing has changed notate the daily stop J report that sale postponement will not be requested
 - If you review the notes and something has changed and sale postponement does need to be requested send an e-mail to Shannon Tomasso, Robin Callahan and Lawrence Riggs advising them of the date the sale is scheduled. Shannon/Lawrence/or Robin will review the loan and determine if the sale needs to be postponed and will obtain the necessary investor approvals to postpone the sale and provide you with the results. Shannon/Lawrence/Robin may request that you advise the outsourcer to postpone the sale if applicable. Notate the report with your actions.
 - If the loan does not appear on the sale postponement review report review the loan to determine if postponement needs to be requested. You would not need to postpone if the borrower is in review for short sale or deed in lieu or the borrower says they don't want a retention workout. If the loan is in review for a retention workout send an e-mail to Shannon Tomasso, Robin Callahan and Lawrence Riggs advising them of the date the sale is scheduled. Shannon/Lawrence/or Robin will review the loan and determine if the sale needs to be postponed and will obtain the necessary investor approvals to postpone the sale and provide you with the results. Shannon/Lawrence/Robin may request that you advise the outsourcer to postpone the sale if applicable. Notate the report with your actions.

Daily Staging Query Review

This report is generated daily and identifies all loans that have a foreclosure sale date scheduled that are in the HAMP staging area for review

- When this report is received save the report to the following location: M/DLD/HAMP/Daily Staging query review /folder for the current month
- Sort the report by Ln FC Wkst Stat Cd and remove any loans with a C or an R
- Sort the report by the 075 (foreclosure sale scheduled) actual completion date. You will need to focus on loans that fall into the below criteria
 - o Loans that have a foreclosure sale date scheduled for a date prior to the day you are working the report.

- Go to the FOR3 screen in MSP and determine if the Foreclosure Sale Held step is populated in the template (078 step)
 - If the step is populated send an e-mail to Shannon Tomasso, Robin Callahan and Lawrence Riggs to review the loan. If necessary they may need to alert the HAMP team that the loan has already gone to foreclosure sale
 - If the 078 step is not populated send an e-mail to the appropriate outsourcer advising them that the 075 step is populated with an old sale date and they need to remove the date.
- Loans that have a foreclosure sale date scheduled for either the day you are working the report or within the same week that you are working the report (For loans in the state of FL you should be reviewing any loan that is scheduled for sale in the next three weeks)
 - Go to the NOTS screen in MSP and review the notes to determine if the outsourcer has already taken action to postpone the sale on the loan.
 - If you see in notes that the outsourcer has taken action to postpone the sale you do not need to take any action. Notate the report that the outsourcer has already postponed the sale
 - If you do not see notes that the outsourcer has taken action to postpone the sale review the notes to determine if a sale postponement is warranted. If the loan is working a short sale or DIL or has stated they don't want loss mit or we do not have all the documents necessary to complete our review you can notate the report that we will be proceeding to sale.
 - If per the notes it appears as if the sale should be postponed and there is no indication that a postponement request has been made send an e-mail to Shannon Tomasso, Robin Callahan and Lawrence Riggs advising them of the date the sale is scheduled. Shannon/Lawrence/or Robin will review the loan and determine if the sale needs to be postponed and will obtain the necessary investor approvals to postpone the sale and provide you with the results. Shannon/Lawrence/Robin may request that you advise the outsourcer to postpone the sale if applicable. Notate the report with your actions.
- Loans that have a foreclosure sale date scheduled for the week after you are working the report.
 - Go to M/DLD/HAMP/Sale pp review/applicable week/FC Moratorium FNMA and FHLMC Sale pp review master
 - Find the loan in question on this list and complete the following.
 - If the loan has been sent to FNMA for postponement approval notate the report that it has already been sent to FNMA
 - If the loan will auto be taken to sale review the notes on the loan in MSP to verify that nothing has changed since the weekly review. If nothing has changed notate the report that sale postponement will not be requested
 - If you review the notes and something has changed and sale postponement does need to be requested send an e-mail to Shannon Tomasso, Robin Callahan and Lawrence Riggs advising them of the date the sale is scheduled. Shannon/Lawrence/or Robin will review the loan and determine if the sale needs to be postponed and will obtain the necessary investor approvals to

postpone the sale and provide you with the results. Shannon/Lawrence/Robin may request that you advise the outsourcer to postpone the sale if applicable. Notate the report with your actions.

- If the loan does not appear on the sale postponement review report review the loan to determine if postponement needs to be requested. You would not need to postpone the borrower is in review for short sale or deed in lieu or the borrower says they don't want a retention workout. If the loan is in review or has been approved and it is clear that all docs are needed to review send an e-mail to Shannon Tomasso, Robin Callahan and Lawrence Riggs advising them of the date the sale is scheduled. Shannon/Lawrence/or Robin will review the loan and determine if the sale needs to be postponed and will obtain the necessary investor approvals to postpone the sale and provide you with the results. Shannon/Lawrence/Robin may request that you advise the outsourcer to postpone the sale if applicable. Notate the report with your actions.

o Special comments:

- Review these loans against loans that were reviewed the prior day to see if any loan repeats. If it does there is no need to review again.
- Review these loans against loans that were on the daily process stop J report for the same day to see if any loan repeats. If it does and the loan was already reviewed there is no need to review again.

FCHD60 Task

The foreclosure action is placed on hold when we receive the first trial payment back for FNMA and FHLMC loans. This occurs in all states except for CA, GA, HI, MN, MO, and VA.

When a loan is reviewed and it is determined that the foreclosure action needs to be placed on hold the hold is placed for 60 days in process management and the FCHD60 task is opened.

Loans for which the FCHD60 task is nearing expiration need to be reviewed to determine what action needs to be taken on the loan.

1. Enter the loan number into the MSP system
2. Go to the BNK1 screen in MSP if the status code is A(Active) you can close the FCHD60 task. Note in BNKN that you closed the task because the loan is active bankruptcy. If it is not active move onto step 3
3. Go to the FOR1 screen in MSP and see if the Foreclosure status code is R (Removed) or C (Closed) or if the Foreclosure status code is A and the Foreclosure processor ID is 2A6 (reinstated loan), 574(return to collections loan) or 529(PIF loan)
 - o If the foreclosure status code is R, the removal reason code on the FOR1 screen is 33 the foreclosure processor ID is FID and the loan is 60 or more days delinquent send the loan to Shannon Tomasso for review.
 - o If the foreclosure status code is R in any other situation than the one mentioned above close the FCHD60 task and note in SERN that you are closing the task because the foreclosure was removed

- If the foreclosure status code is C close the FCHD60 task and note in SERN that you are closing the task because the foreclosure sale was held.
 - If the foreclosure status code is A and the processor ID is 2A6, 574, or 529 close the FCHD60 task and note in FOR 2 that you are closing the task because the loan is being removed from foreclosure
 - If none of the above apply move onto the below steps.
- 4 Go to the NOTS screen in MSP and review the notes to determine if the borrower has advised us that they are not interested in HAMP or they are interested in another loss mitigation option (most commonly the borrower will be interested in a short sale). Also check to ensure there are no notes on the account after they stated they were not interested showing that they are now again interested in HAMP.
- If it is clear that the borrower is not interested in HAMP go to the TSK1 screen and close the FCHD60 task
 - Go to process management and review the hold on the loan to see what hold has been raised.
 - If the hold raised was for HAMP raise the proceed issue in process management.
 - If the hold raised was for other loss mitigation take no action
 - If the hold raised was for another reason (litigation, waiting for demand letters to expire etc) you can raise the proceed issue in process management to let the attorney know that the loan no longer needs to be on hold for HAMP and when the issue causing the current hold is resolved the attorney can proceed.
 - Notate MSP with your actions
 - If this does not apply move onto step 5
5. Go to the LMT1 screen in MSP and review to determine if the loan is currently active in the loss mitigation workstation.
- If the loan is active in the loss mitigation workstation move to step 6
 - If the loan is not active in the loss mitigation workstation move to step 7
6. Go to the LMT3 screen in MSP and review to determine if any HAMP trial payments have been received. You can determine this by seeing if there is an actual completion date for the G55, G56, or G57 steps in the template.
- If trial payments have been received go to the TSK1 screen and update the FCHD60 task to expire 60 days from the date of your review.
 - Raise hold issue management to extend the hold for 60 days due to HAMP.
 - Notate MSP with your actions
 - If the borrower is not making trial payments move to step 7
7. Go to the PL05 screen in MSP and review to determine if a LM049 (HAMP Denial Letter) has been sent on the loan.
- If a LM049 letter has been sent on the loan and it was sent more than 30 days ago go to the TSK1 screen and close the FCHD60 task
 - Go to process management and review the hold on the loan to see what hold has been raised.

- If the hold raised was for HAMP raise the proceed issue in process management.
 - If the hold raised was for other loss mitigation take no action
 - If the hold raised was for another reason (litigation, waiting for demand letters to expire etc) you can raise the proceed issue in process management to let the attorney know that the loan no longer needs to be on hold for HAMP and when the issue causing the current hold is resolved the attorney can proceed.
 - Notate MSP with your actions
 - If a LM049 letter has been sent on the loan and it was sent less than 30 days ago go to the TSK1 screen and update the FCHD60 task to expire 30 days from the letter date.
 - Go to process management and review the hold on the loan to see what hold has been raised.
 - If the hold raised was for HAMP raise the hold issue and advise that we can proceed 30 days from the date the letter expires.
 - If the hold raised was for other loss mitigation take no action
 - If the hold raised was for another reason take no action.
 - Notate MSP with your actions
 - If no LM049 letter has been sent on the loan move to step 8
8. Go to the TSK1 screen and close the FCHD60 task as we have not received HAMP payments from the borrower
- Go to process management and review the hold on the loan to see what hold has been raised
 - If the hold raised was for HAMP raise the proceed issue in process management
 - If the hold raised was for other loss mitigation take no action
 - If the hold raised was for another reason (litigation, waiting for demand letters to expire etc) you can raise the proceed issue in process management to let the attorney know that the loan no longer needs to be on hold for HAMP and when the issue causing the current hold is resolved the attorney can proceed.
 - When raising the proceed issue you should use the following language : please proceed with foreclosure as the borrower is not active under a HAMP trial plan. Please do not schedule a foreclosure sale for at least 30 days

DLDTRL Procedures

In GA, MN, HI and MO the foreclosure action is placed on hold for HAMP when a loan reaches its scheduled sale date and the HAMP trial package has been returned from the borrower (HMPSTG task open).

When a loan is reviewed and it is determined that the foreclosure action needs to be placed on hold the hold is placed for 60 days in process management and the DLDTRL task is opened. Loans for which the DLDTRL task is nearing expiration need to be reviewed to determine what action needs to be taken on the loan.

5. Enter the loan number into the MSP system

6. Go to the BNK1 screen in MSP if the status code is A(Active) you can close the DLDTRL task. Note in BNKN that you closed the task because the loan is active bankruptcy. If it is not active move onto step 3.
7. Go to the FOR1 screen in MSP and see if the Foreclosure status code is R (Removed) or C (Closed) or if the Foreclosure status code is A and the Foreclosure processor ID is 2A6 (reinstated loan), 574(return to collections loan) or 529(PIF loan)
 - o If the foreclosure status code is R, the removal reason code on the FOR1 screen is 33 the foreclosure processor ID is FID and the loan is 60 or more days delinquent send the loan to Shannon Tomasso for review.
 - o If the foreclosure status code is R in any other situation than the one mentioned above close the DLDTRL task and note in SERN that you are closing the task because the foreclosure was removed.
 - o If the foreclosure status code is C close the DLDTRL task and note in SERN that you are closing the task because the foreclosure sale was held.
 - o If the foreclosure status code is A and the processor ID is 2A6, 574, or 529 close the DLDTRL task and note in FOR 2 that you are closing the task because the loan is being removed from foreclosure.
 - o If none of the above apply move onto the below steps.
8. Go to the NOTS screen in MSP and review the notes to determine if the borrower has advised us that they are not interested in a workout or they are interested in a short sale or DIL. Also check to ensure there are no notes on the account after they stated they were not interested showing that they are now again interested in HAMP
 - o If it is clear that the borrower is not interested in HAMP go to the TSK1 screen and close the DLDTRL task.
 - o Go to process management and review the hold on the loan to see what hold has been raised.
 - If the hold raised was for HAMP raise the proceed issue in process management.
 - If the hold raised was for other loss mitigation take no action.
 - If the hold raised was for another reason (litigation, waiting for demand letters to expire etc) you can raise the proceed issue in process management to let the attorney know that the loan no longer needs to be on hold for HAMP and when the issue causing the current hold is resolved the attorney can proceed.
 - o Notate MSP with your actions.
 - o If this does not apply move onto step 5.
9. Go to the LMT1 screen in MSP and review to determine if the loan is currently active in the loss mitigation workstation.
 - o If the loan is active in the loss mitigation workstation move to step 6.
 - o If the loan is not active in the loss mitigation workstation move to step 7.
10. Go to the LMT3 screen in MSP and review to determine if any HAMP trial payments have been received. You can determine this by seeing if there is an actual completion date for the G55, G56, or G57 steps in the template.

- If trial payments have been received go to the TSK1 screen and update the DLDTRL task to expire 60 days from the date of your review.
- Raise hold issue in process management to extend the hold for 60 days due to HAMP.
 - The hold issue raised should read as follows: Please extend HAMP hold for 60 days if the foreclosure action has already re-started do not cancel please notify me so I can review the loan in greater detail before advising you how to proceed.
- Notate MSP with your actions.
- If the borrower is not making trial payments move to step 7

11. Go to the TSK1 screen in MSP and review to determine if any one of the following tasks are open: HMPROC, HMPUND, or HMPSTG

- If any one of these tasks is open go to the TSK1 screen and update the DLDTRL task to expire 60 days from the date of your review.
- Raise the hold issue in process management to extend the hold for 60 days due to HAMP
 - The hold issue raised should read as follows: Please extend HAMP hold for 60 days if the foreclosure action has already re- started do not cancel please notify me so I can review the loan in greater detail before advising you how to proceed.
- Notate MSP with your actions.
- If none of the above tasks are open move to step 8

12. Go to the PL05 screen in MSP and review to determine if a LM049 (HAMP Denial Letter) has been sent on the loan.

- If a LM049 letter has been sent on the loan and it was sent more than 30 days ago go to the TSK1 screen and close the DLDTRL task
- Go to process management and review the hold on the loan to see what hold has been raised.
 - If the hold raised was for HAMP raise the proceed issue in process management.
 - If the hold raised was for other loss mitigation take no action
 - If the hold raised was for another reason (litigation, waiting for demand letters to expire etc) you can raise the proceed issue in process management to let the attorney know that the loan no longer needs to be on hold for HAMP and when the issue causing the current hold is resolved the attorney can proceed.
 - Notate MSP with your actions
- If a LM049 letter has been sent on the loan and it was sent less than 30 days ago go to the TSK1 screen and update the DLDTRL task to expire 30 days from the letter date.
- Go to process management and review the hold on the loan to see what hold has been raised.
 - If the hold raised was for HAMP raise the hold issue and advise that we can proceed 30 days from the date the letter expires.
 - The hold issue raised should read as follows: Please extend HAMP hold for XX days if the foreclosure action has already re-started do not

cancel please notify me so I can review the loan in greater detail before advising you how to proceed.

- If the hold raised was for other loss mitigation take no action
- If the hold raised was for another reason take no action
- Notate MSP with your actions
- If no LM049 letter has been sent on the loan move to step 9

13. Go to the TSK1 screen and close the DLDTRL task as we have not received a HAMP package back from the borrower.

- Go to process management and review the hold on the loan to see what hold has been raised
 - If the hold raised was for HAMP raise the proceed issue in process management
 - If the hold raised was for other loss mitigation take no action
 - If the hold raised was for another reason (litigation, waiting for demand letters to expire etc) you can raise the proceed issue in process management to let the attorney know that the loan no longer needs to be on hold for HAMP and when the issue causing the current hold is resolved the attorney can proceed

****Special Hint**** If when reviewing the notes on a loan you feel that we should be proceeding but the borrower has not been sent a HAMP denial letter send an e-mail to Shannon Tomasso and Robin Callahan to review.

Weekly HAMP HOLD Report

This report is generated weekly on Wednesdays and identifies FNMA and FHLMC loans that had the G55, G56, or G57 step populated and no FCHD60 task open. If any of these steps are populated that is an indication that trial plan funds have been received.

- Save the report to the appropriate folder on the M Drive
- Sort the report by foreclosure sale date. If a loan has a foreclosure sale date scheduled you will not need to work the loan
- Review the loan that the state is located in. If the loan is in CA, GA, HI, MN, MO or VA you will not need to work the loan
- All other loans will need to be reviewed to determine if they should be placed on hold for 60 days to allow time for review of HAMP.

14. Enter the loan number into the MSP system

15. Go to the BNK1 screen in MSP. If the status code is A (Active) take no action. Notate the report that no action was taken as the loan is active Bankruptcy. If the loan is not active move onto step 3

16. Go to the FOR1 screen in MSP and see if the Foreclosure status code is R (Removed) or C (Closed) or if the Foreclosure status code is A and the Foreclosure processor ID is 2A6 (reinstated loan), 574 (return to collections loan) or 529 (PIF loan). If the loan meets any of this criteria take no action. Notate the report that no action was taken as the loan is being removed from foreclosure or has already gone to foreclosure sale. If the above criteria is not met move onto step 4

17. Go to the LMT1 screen in MSP and verify that the Loss Mit Status code =A. If the status code is C or R take no action. Notate the report that no action was taken as the loan is not active in the loss mitigation workstation. If the status code =A move onto step 5
18. Review the NOTS screen in MSP to determine if there is a reason why you would not want to place the foreclosure on hold (e.g. the borrower has stated that they do not want hamp, the borrower has stated they want a different workout plan, the borrower has been denied for HAMP.) If the loan meets this criteria notate the account that you will not be placing the foreclosure on hold and the reason you will not be placing the foreclosure on hold and notate the report with your action
19. If the loan does not meet the criteria outlined in step 2-5 go to the TSK1 screen in MSP and open the FCHD60 task
20. Go to Process Management and raise the Hold FC issue advising the outsourcer that they should place the loan on hold for 60 days to allow time for HAMP review. Instruct the outsourcer that they are not to proceed with foreclosure until they hear back from PHH first
21. Notate the report with your actions and move onto the next loan.

Weekly Review of active Bankruptcy Loans with a Process Stop J

On a weekly basis on Thursday a report is generated to identify all loans that are active in bankruptcy that are coded with a process stop J. Once received, this report should be saved to M/DLD/HAMP/Weekly HAMP BK Review Folder/Current Month. These loans need to be reviewed to ensure that they have not been referred for MFR.

- If a loan has not been referred for MFR you do not need to review the loan. When reviewing the report you can determine if a loan was referred for MFR by seeing if there is an actual completion date for the B31 step.
- If a loan has been referred for MFR you will need to review the loan to determine if any action needs to be taken. When reviewing the report you can determine if a loan was referred for MFR by seeing if there is an actual completion date for the B31 step.
- If the loan was referred for MFR prior to August 25, 2009 you do not need to take any action as the loan was referred prior to our current processing being put in place.
- If the loan was referred for MFR after August 25, 2009 review the loan to determine if we need to stop the MFR:
 - If relief has been granted you do not need to take any action
 - If the MFR has already been stopped or an agreed order was entered into you do not need to take any action.
 - If the borrower is not performing on the HAMP trial plan or the loan has been denied for HAMP you do not need to take any action.
 - If the MFR was filed before the borrower was on the HAMP trial plan you do not need to take any action
 - If the MFR was filed after the borrower was on the HAMP trial plan and the borrower is performing in the plan you will need to contact the outsourcer to have them withdraw the MFR. Any fees and costs associated with the MFR will need to be billed back to the outsourcer as they should not have referred the loan for MFR.

- **Please note that loans appear on reports more than once so you can refer to research from previous reports for information.**

DLD Loss Mitigation Management

- Reporting is run weekly on Tuesdays to identify all loans scheduled for foreclosure sale in two weeks (reporting is run three weeks out for loans in FL)
- Non FNMA and FHLMC loans.
 - All non FNMA and FHLMC loans are provided to designated team players in the HAT processing area to manually review to determine if there is any loss mitigation activity.
 - If loss mitigation activity is found the team players will work with the assigned loss mitigation team player on the loan to ensure they are made aware of the upcoming sale date so a decision on postponement can be made.
 - If the decision is made to postpone the sale the assigned loss mitigation team player will notify the foreclosure attorney of the need to postpone the sale
- FNMA and FHLMC loans
 - FNMA and FHLMC loans are run through additional reporting to determine if there is any loss mit coding currently on the loans Two master lists are compiled one for loans that do have loss mit coding and one for loans that do not
 - Loans that do not have loss mit coding are reviewed by designated team players in the HAT processing area to verify that there is no loss mit activity and that we are free to proceed to sale
 - Loans that do have loss mit coding are reviewed to determine the best course of action for the loans
 - If a loan is actively performing on a modification or trial plan it is tagged for foreclosure sale postponement
 - If a FHLMC loan is actively in review for loss mitigation it is tagged for foreclosure sale postponement
 - If a FNMA loan is in review for loss mitigation and no decision has yet been made a request is submitted to FNMA via the delay directive mailbox for possible sale postponement
 - If a loan's loss mitigation status is not clear based on the system notes or the loan has a delinquency or loss mitigation history that would not make it a favorable postponement candidate the loan is submitted to the HAT team for further review
 - If a loan is no longer under loss mitigation review it is tagged to proceed with foreclosure sale
 - DLD works with FNMA daily to receive sale postponement approval in all warranted cases. DLD also works with HAT in an effort to decision as many loans as possible so we can proceed or postpone sales appropriately.
 - Once all FNMA and FHLMC loans have been reviewed DLD provides our attorney network with feedback on the need to proceed with or postpone sales.
 - In addition to the weekly process there are various daily and weekly reports and processes in place to capture loans where foreclosure sale postponement may be warranted
 - Daily Reporting for loans with new coding
 - A report is run and reviewed daily for all loans with a foreclosure sale scheduled in the next two weeks (three weeks in the state of FL) that had loss mitigation coding added the prior business day Loans are reviewed to determine if a foreclosure sale postponement request is warranted
 - Daily Reporting of scheduled sales with Loss Mit Coding

- A report is run and reviewed daily for all loans with a foreclosure sale date scheduled the next business day that are coding as having an approved workout. Loans are reviewed to determine if a foreclosure sale postponement request is warranted.
- Daily Submission of loans for Sale PP Consideration to FNMA
 - On a daily basis, HAT processors submit loans to DLD for sale postponement consideration. Loans are reviewed by DLD and, if warranted, submitted to FNMA for sale postponement approval. Daily tasking is used to track these loans to ensure that notification is sent to the attorney to postpone the sale if applicable in all warranted cases.
- Daily review of loans on hold for HAMP and Trial Modifications
 - When DLD advises the attorney to place a foreclosure on hold for HAMP or a trial modification a task is opened to manage the hold. DLD reviews loans with open tasks that are nearing expiration on a daily basis to determine if the hold needs to be extended or if the loan is no longer active loss mitigation so we can direct the attorney accordingly.
- Weekly review of loans with recent payment activity
 - DLD reviews loans that are active foreclosure on a weekly basis for loss mitigation payment receipt to determine if the loans need to be placed on hold with the foreclosure attorney.

In addition to the above processes DLD also has the DLD HAMP mailbox. This box is utilized by HAT and DLD's outsource vendors to assist with any foreclosure or bankruptcy related loss mitigation questions, concerns, status reviews or actions that may need to be taken.

Weekly FNMA Sale Reporting

- 2 reports will be received weekly on Tuesdays from the DLD Analyst
 - Daily Report without matching monthly report (applicable date range)
 - FNMA Tracking Scheduled Sales (applicable date range)
- One reporting is received go to M/DLD/FNMA Sale PP Requests/Weekly FNMA Sale Reporting/Applicable Month and create a folder for the week you are working. Save the reports from the DLD Analyst in this folder. Also pull the Foreclosure Sale Tracking report from the folder for the prior week and save that into the folder as well.
- Open the daily report without matching monthly report and update the newly scheduled sales field on the Foreclosure Sale Tracking report with the total number from the daily report without matching monthly report.
- Update the beginning scheduled for field on the Foreclosure Sale Tracking report with the total remaining sales scheduled number from the prior week on the report.
- Open the FNMA Tracking Scheduled Sales (applicable date range) report.
- Create a column on the report titled Comments.
- Filter the report by foreclosure status code S. If the FC Removal description is Bankruptcy place the comment bankruptcy in the comment column. If the FC Removal description is Loss Mitigation place the comment delegated postponement in the comment column.
- Filter the report by foreclosure status code C. Place the comment Sale Held in the comment column for all loans.

- Filter the report by foreclosure status code R. If the FC removal description is paid current place the comment mod completed/reinstated in the comment column. If the FC removal description is short sale or DIL completed place the comment PLMS completed in the comment column . If the FC removal description is Modification completed place the comment mod completed/reinstated in the comment column If the fc removal description is paid off place the comment PIF in the comment column.
- Sort the report by the comment column and review all loans that do not have comments in MSP to determine why the foreclosure sale was not completed. Place the reason that the sale was not completed in the comments column.
 - If the sale was not completed due to loss mitigation and the loan is less than 12 months delinquent with no prior pp or we have funds in house then the pp reason would be delegated postponement.

Once all loans have been reviewed update the Foreclosure Sale Tracking report with the loan count for each item listed on the report . Once updated e-mail this report to Victor at FNMA at victor_f_parisi@fanniemae.com

EXHIBIT 3A

Supplemental Certification of James D. Scott

Foreclosure/Bankruptcy Overview

The primary responsibility of the Foreclosure/Bankruptcy Department is to manage loans that are active in foreclosure and bankruptcy.

Foreclosure Process

- Loans are received from Collections once foreclosure criteria, as provided by the loan investor, are met. The foreclosure package is scanned into PHH's electronic document storage facility and is assigned to an approved outsource vendor to initiate the foreclosure action.
 - The loans are referred to one of three outsource vendors (The LOGS Group, LLC; Speedy Title and Appraisal Review Services, LLC; or LPS Default Solutions) to setup the foreclosure tracking workstation, order loan documents and refer the loans to foreclosure counsel within 48 hours of receipt. Vendor assignment is determined by geographic state and/or investor.
 - Upon receipt, the loans are referred to a PHH preferred attorney by the outsource vendor in LPS Process Management. The vendor provides the attorney's office with all necessary loan documentation to initiate the foreclosure. Once attorney title work is received back the attorney will review and determine if any assignments are needed to proceed with the foreclosure process. If assignments are needed the foreclosure attorney will work with the vendor to have the necessary assignments executed and returned to their office to be sent for recording. PHH's expectations are for the vendor and attorney to complete the foreclosure within state and/or investor guidelines and timeframes.
 - Post-referral, the outsource vendor manages the attorney's progress and provides any attorney requested documentation or information. The vendor ensures that BPO values are ordered 30-45 days prior to sale, as applicable, and that bidding instructions are obtained from the investor/MI or PHH, as applicable.
 - Throughout the foreclosure process the Vendor Liaison Team within Foreclosure/Bankruptcy monitors the outsource vendor's performance via service level agreement (SLA) reporting to ensure compliance and will assess penalties and bill backs for any missed timeframes. The Vendor Liaison Team also assists the vendor with any escalated issues or items that require a business decision.
-

- Once the foreclosure sale is completed and sales results are reported to the investor, then the loans are referred to the REO Department and reviewed by the Vendor Liaison Team to ensure all timeframes were met.

Bankruptcy Process

- A BANKO report is received daily notifying PHH of any new bankruptcy filings. In addition, a BANKO report, which is provided weekly, delivers updates to existing filings such as discharges or dismissals.
- The BANKO report is passed daily to the applicable outsource vendor (The LOGS Group, LLC; Speedy Title and Appraisal Review Services, LLC; or LPS Default Solutions) to set up new filings or monitor the status of the existing filings. Vendor assignment is determined by geographic state and/or investor. At this point, depending on the bankruptcy chapter filed or delinquency status, the vendor may refer the file to bankruptcy counsel to file a Proof of Claim (POC) and/or a Motion for Relief from the Automatic Stay (MFR). As part of the bankruptcy setup loss mitigation solicitation letters are sent to both debtor's counsel and the bankruptcy trustee.
- Upon a referral from the outsource vendor, the attorney is responsible for filing a POC, reviewing Chapter 11 or 13 plans or Chapter 7 statement of intentions, filing objections to plan and/or confirmation, filing MFR's and any other bankruptcy-related matter that requires legal counsel.
- The outsource vendor is responsible for monitoring the payment activities on all active bankruptcy loans to determine if a MFR is warranted based on investor guidelines. The vendor is also responsible for monitoring loans for MFR statuses or discharges and the attorney's performance in the management of items such as filing a proof of claim.
- Throughout the bankruptcy process, the Vendor Liaison Team within Foreclosure/Bankruptcy monitors the outsource vendor's performance via service level agreement (SLA) reporting to ensure compliance and will assess penalties and bill backs for any missed timeframe. The Vendor Liaison Team also assists the vendor with any escalated issues or items that require a business decision.

Department Organization

Foreclosure/Bankruptcy is broken down into five (5) teams: Vendor Liaison/Customer Service, Cash Processing/Accounts Payable, Investor Relations, Complex Liaison and Foreclosure Mediation.

Vendor Liaison Team/Customer Service

The Vendor Liaison Team is responsible for overseeing the performance of the outsource vendors managing loans in foreclosure and bankruptcy. The team provides assistance to the vendors as needed on escalated issues. The team is also responsible for providing monthly service level agreement (SLA) reporting to the vendors and working with the vendors to ensure that their performance is in line with the SLA's. In the event that losses occur on a loan as the result of a vendor error there is a process in place to ensure that the loss is indemnified by the vendor. Monthly conference calls are held with the vendors to discuss any performance issues or process updates.

Additionally, the team is responsible for supporting the Foreclosure/Bankruptcy Customer Service Team when escalated issues arise during customer phone calls. The Customer Service team is responsible for handling any research issues such as the research of payment disputes, processing of bankruptcy Speedpay payments and responding to customer inquiries.

Cash Processing/Accounts Payable Team

The Cash Processing/Accounts Payable Team is responsible for the management of monies received by PHH on foreclosure and bankruptcy loans. The team ensures the successful application of funds for payoffs, reinstatements, bankruptcy payments and also the management of funds in suspense for loans in bankruptcy. The team has daily reporting/processes in place to ensure the successful movement and management of funds.

Additionally, the team is responsible for the payment of all default-related invoices (property preservation, attorney invoices, utility bills, etc). Monthly reporting is in place to ensure that all invoices are being approved and paid timely.

Investor Relations

The Investor Relations Team is responsible for ensuring that loans in foreclosure and bankruptcy are coded and reported correctly to the applicable investors. Monthly exception reporting is in place to ensure that all coding is being updated when necessary. All investor-related status requests and any required foreclosure and bankruptcy status reports are also handled by the team.

Complex Liaison

The Complex Liaison team is responsible for the management of loans when title or litigation matters arise. The team works closely with the outsource vendors as well as PHH's in-house Legal Department and the applicable outside counsel to ensure that any matters are resolved as quickly as possible so that loans may proceed with the foreclosure or bankruptcy process. The team receives tasking from the vendors on a daily basis when title/litigation issues are discovered. All loans are tracked via MSP coding and managed through a Microsoft Access database. Various weekly and monthly reports are in place to ensure that loans are moving towards resolution. In addition, this team handles code violations, insurance claims, mobile home, deceased borrowers and condo/HOA foreclosure issues.

Foreclosure Mediation

The Foreclosure Mediation team is responsible for coordinating the receipt of foreclosure mediation documents and relaying loss mitigation decisions in foreclosure mediations. There are states that have instituted mandatory mediations to ensure a borrower is reviewed for possible loss mitigation before the foreclosure process can proceed towards sale.

PHH is notified of upcoming mediations via the mbsdldmediations@mortgagefamily.com mailbox. The mailbox is utilized by both our vendors and foreclosure attorneys to provide dates and times of mediations. Our attorneys will provide a package to the borrower or borrower's attorney or the foreclosure mediator, which includes all the documents needed to complete a review for loss mitigation. They are instructed to return the completed package to our attorney, who in turn, emails the package to mbshatstaging@mortgagefamily.com, as well as, our mediations mailbox.

The Homeowner's Assistance Team (HAT) Staging and Processing teams take the documents and review them to begin the staging and processing of the loss mitigation process. The foreclosure mediations representative will reach out to the assigned HAT representative to get a status update or decision on the loss mitigation review. The foreclosure mediator will convey the information or decision during the mediation.

Technology

Foreclosure/Bankruptcy uses the following systems to assist in the management of loans in foreclosure and bankruptcy:

- LPS MSP
- LPS Process Management
- LPS Invoice Management
- BANKO
- PACER

EXHIBIT 3B

Supplemental Certification of James D. Scott



Foreclosure Referral Process

Introduction

When a loan is ready to move into foreclosure, it is run through the Foreclosure Referral System (FRS). FRS is a web based tool that prints out a Notice of Intent to foreclose letter (NOI) at the appropriate time and also aides in the foreclosure referral process. The foreclosure referral packages are all printed from FRS and reviewed by the Foreclosure Referral Team, to ensure all proper letters and calls have been completed, and all state and investor requirements have been met prior to sending the loan to the foreclosure vendor. It is essential that all loans are referred in a timely manner to avoid potential fees or other consequences.

Steps to Take Prior to Sending

Even if a loan has printed from FRS, it still may not be eligible for foreclosure. Before a loan can be referred to foreclosure, the following steps must be taken to ensure that the loan is ready

Check address

The NOI is the beginning of the foreclosure process. It alerts the homeowner to the fact that their account is past due and in danger of further action. Because of this, the NOI must be sent to all addresses and all parties on system. If this does not occur, it could delay or restart the foreclosure process.

In order to check the address, use the **MAS1ADD2** screen:

```

Quick3270 - A - Fidelity Session
-----
DLQ1 LOAN      HSP LOAN MASTER MAINT. & DISPLAY   03/02/09   11:22:22
NAME          TYPE 14 1ST HSP FHA RESIDENTIAL             GROUP
-- ADDR --    BILLING BILLING ADDR -----
BILLING NAMES & ADDRESS          BILLING NAMES & ADDR  ADDR NAMES
BRTOR:
CO-ITOR:
ADDRESS:
ADDRESS:
STREET:
CITY/ST:
ZIP:          CAR-RT:   PL          PL
FOREIGN BILLING ADDR (Y/N) B     MOVE BILLING ADDR TO BILLING ADDR Y (Y/N)
-----
FORMATTED NAME/PROPOC/ADDRESS-----
STREET/DIRECTION/NAME
CITY/STATE
(USE PF6 TO
MAINTAIN
FORMATTED NAME          HOME/AGOR
3RD PRDP ADDR)        CO-HOM/AGOR
-----
COMPLETED CH 13 BANKRUPTCY          PAYMENT TRAN PRESENT
284 DAYS PAST PROJECTED LEGAL DATE
-----

```

The DLQ1 screen could also be used:

```

Quick3270 - A - Fidelity Session
-----
1:60      OK DELINQUENCY OWNER'S 03/02/09 11:40:07
11 F.H.A. PER/CL/OPF D/OD/UN AGE: 7Y 6M 10D 7.80000 INVT 500
DUE ( 7) 3,353.07 DUE 09/01/03( 1)(09/17R) ASSUM: ACC:
LATE CHRG 57.45 PAYMT B 441.61 P:
RAD CK FEES .00 L/C INT 11.43
OTHER FEES 13.25 PAINT & LC 353.10 H:
TOT DUE 3,322.77 PRIN BAL 37,550.35
SUSPENSE .00 P&I 287.43
NET DUE 3,322.77 PLO 5 TIME,PAY 40 DAY
C/S 356
C/D 12/00
B BUSINESS
-----
* ADDITIONAL MESSAGES *
CASHIER STOP 2 COMPLETED CH 13 BANKRUPTCY
SUSPENDED FORECLOSURE PAYMENT TRAN PRESENT
-----
* COMMENTS *
DATE USR CONTACT RESPONSE REASCH RECALL F/D REHIND
MRROR
030209 735 < REC'D PNT'S APPLYING
032709 780 <REC'D/PROC PNT > 475.00
022709 780 <REC'D CK 0302765 GAVE TO CM
022709 780 <REC/PROC PNT > 1425.00
022709 780 <REC'D 3 RD'S 0794,100,745 GAVE TO CM
-----
MRR 01/24

```

To check for additional borrowers, refer to the MAS1BOR1 screen:

```

Quick3270 - A - Fidelity Session
-----
DLQ1 LOAN      HSP LOAN MASTER MAINT. & DISPLAY   03/02/09   12:40:03
NAME          TYPE 14 1ST HSP CONVEN M/INS             GROUP
-- BOR1 --    ADDITIONAL CO-BORROWERS ----- (PF9: MORE)
DOR #1:
NAME1:        SSN/TIN:          ECOA:   CDR:
NAME2:        SSN/TIN:          ECOA:   CDR:
ADDR:         ADDR:
STREET:       CTY/ST:
ZIP:          CAR-RT:   FOREIGN ADDR:  TEL#:   EXT
CONS INFO1:   CONS INFO1:  DOB1:   / /   DAGE1: / /
-----
DOR #2:
NAME1:        SSN/TIN:          ECOA:   CDR:
NAME2:        SSN/TIN:          ECOA:   CDR:
ADDR:         ADDR:
STREET:       CTY/ST:
ZIP:          CAR-RT:   FOREIGN ADDR:  TEL#:   EXT
CONS INFO1:   CONS INFO1:  DOB1:   / /   DAGE1: / /
-----
* ADDITIONAL MESSAGES *
PRESS (PF6) TO LOCATE FIRST OPEN DATA ENTRY POSITION.
PRESS (PF7/PF3) TO SCROLL UP/DOWN THRU CO-BORROWERS (1-9).
ACTIVE LOSS MITIGATION          LOSS HIT IND = T COMPLETED L/H PACKG
-----
MRR 01/12

```

Notes and Tasks

Before sending a loan to foreclosure, all notes from start of delinquency to present, must be read and any open tasks must be closed. This will ensure that there are no outstanding issues present on the loan that could potentially delay foreclosure. Specific issues such as active military status, property damage, tax and insurance issues and payment issues can all hold a loan from foreclosure

- 1 Check the NOTS screen for all notes and use the TSK1 screen to check for open tasks

To scroll through the NOTS screen use F7 and or F8

NOTS Screen

```

Quick3270 - A - Fidelity Session
-----
CONSOLIDATED NOTES LOG                                03/03/09 12:54:55
NOTS
L/A P/ B/ D/ DUE 12/01/08 TYPE CONV. PHI
ANA Y AMR Y AEN Y ELO Y BRR Y DEN Y COL Y ELC Y FOP Y HAS Y LIT Y OCP
HTP Y HTP Y HTP Y HTP Y SER Y TSK Y TRF Y DATE SEARCH READY PRINT
-----
COL 030209 776 DUP FILE
COL 022709 774 F/C R/F PRINT
COL 022609 512 F/C IS/CLINED
COL 022809 512 DO NOT NEEDS TO GO TO

COL 021909 719 SENT TODAY
COL 021909 DVZ TEL RES CUSTOMER HUNG UP UNABLE TO CONTACT HIGER
COL 021909 DVZ PH RES AVIAR LHMU DELINQUENT ACCOUNT
COL 021909 776 F/C R/F PRINT
LIT 021909 OHC TRANSFERRED TO BILL COMER SLMCAL
COL 021609 TFD PROPERTY INSPECTION PURGE GENERATED
COL 021609 TFD CDD HP XSTER AS CLOSED
LIT 021609 TFD HARBARD LOSS LITIGATION CALL SLMCAL
NR CALLED ADT L/H STATUS// ADVED COUNSELLOR NAME,
XIN & CODE//REVAR DR SMO// NEPARD TO L/H & EER
.SPEER TO L/H
COL 021609 TFD DELO STAT - REASON FOR DELO - 015
    
```

TSK1 Screen

```

Quick3270 - A - Fidelity Session
-----
TSK SETUP                                H06/106 03/02/09 13:02:14
D 12/01/09 TYPE CONV. PHI
GRF
-----
-TASK- TACK MAINTNANCE -----
TASKID
ACT DEPT/ID/NAME PRI
SRC QUEOC
RECEIVED STARTED COME
BEGIN HRS FOLLOWUP RESP
EXPECTED ACTUAL COMPLETED
-----
*** ENTER TASK ID *** ACTIVE LOSS LITIGATION
LOSS HIT IUD = T COMPLETED L/H PACKG 029 DAYS TO PROJECTED LEGAL DATE
LOAN IS IN FORECLOSURE, F/C STOP = I
-----
STATUS TASKID DPT RSP U/S FOLLOWUP ENP/ACTL TITLE
CHPL STRIDE COL ALL 02/11/09 NMA / PHILIP STREAMLINE HGD
CHPL ZHUCLE DLD ALL 02/16/09 ZENTA CALL BACK FOR LH STATUS
    
```

- 2 Check for military status. If there is any mention of the military, you will need to check in the Soldiers and Sailors website (<https://www.dmdc.osd.mil/owa/scra/home>)

- 3 Look for any mention of damage to the property. If there is damage, open the **PRBRES** file to the Problem Loan Specialist to order a property inspection. They need to instruct property preservation we will need a list of damages and estimate to repair. If the estimate is over \$10,000 and the homeowner has not repaired, we must obtain investor approval before submitting the file to foreclosure.
- 4 If there are any outstanding issues, such as missing payments, tax or insurance issues, any type of research being done on the account, you can not submit the loan to foreclosure. Open the **RFISSU** task to task back to collector. This task will instruct them to contact the department related to the issue. We will need a resolution to whatever the problem, before submitting to foreclosure.
- 5 If there is any mention of bankruptcy in the notes, a Pacer will need to be run to determine when the bankruptcy began and if it is finished. If the bankruptcy is active, the loan cannot be referred. If the bankruptcy is completed and was discharged, a bankruptcy NOI must be sent out. If it was completed for another reason, the NOI may still be valid and the loan can be referred.

<http://www.pacer.psc.uscourts.gov/>
- 6 Check upb amount on SER1. If under \$10,000.00, open the **NDSAPR** task as we will need investor approval before referring loan to Vendor, unless the loan is a FHLMC in which case we would only need FHLMC approval if the UPB is under \$5,000.00.

Money Applied to the Account

Before a loan can be sent to foreclosure, the last payment date must be verified. The loan must be reviewed for transaction codes of 171, 172, 173, and 174. These transactions are all for payments applied. Any transaction that advances the due date of the loan after the NOI has been sent would need a new NOI. The payment history should also be reviewed three months prior to the due date to ensure that all funds have been applied correctly. All payment applications can be viewed on the **DLQH** screen.

APP	DUE	TRAN	AMOUNT	P&I	P&CRAU	LTD	CHG	NSF	FEE	SUSPENSE
021799	12-08	152								
021209	01-09	310	225.53-							
011609	12-00	152							05.00-	
011809	12-08	310	225.53-							
010609	11-00	310	57.76-							
101808	11-08	310	225.53-							
121808	12-08	152								83.88-
112408	00-00	307	1171.78-							
111600	10-00	310	225.53-							
111408	11-08	172	2640.49	1917.66						
110400	11-08	312	3799.52-							
101608	11-00	252	232.00-							
101608	09-00	310	225.53-							
100608	10-08	172	2640.49	1917.66						

OLDEST TRAN: 03/07/00 NO. OF TRANS: 29

You will also need to view the **DLQ1/TRAN** screen for any Current day funds applied. If cash management applies funds the same day we refer it we will be able to see this in the **DLQ1/TRAN**. If any funds have been applied we can not refer the loan.

3 If Loss Mitigation has done a workout, the LMMREC task needs to be opened to clear the corporate advance. If the MREC belongs to Foreclosure, open the FCMREC task to clear it. MREC belonging to Property Preservation or bankruptcy does not need to be cleared.

Direct Debit Cancelled

If a loan has an active direct debit, it cannot be referred. In order to verify the direct debit status, go to MAS1/DFT1. If all the fields for direct debit are clear, it has been cancelled. If the fields are not clear, e-mail MBS Direct Debit Solutions and instruct them to cancel Direct Debit. Do not refer the loan until this has been cleared.

Quick3270 - A - Fidelity Session

REP: LOAN MASTER P3091 2 DISPLAY 03/02/09 1408149
 HANS TYPE 13 EST HIG/POWER B/D HNS (APR) GROUP

--- DFT1 --- PAYMENT DRAFTING - CURRENT

ACTN	TRANSIT	ACCOUNT NUMBER	ACCOUNT NAME
CGDS	NO/CHK DIC	044006604	

DANI NAME	ACCT. TYPE	ADDL. PRIN	OLLO O/R
STOROGAN CHASE BANK, NA	C	.00	

EFFECT. DATE	PPE-NOTE DATE	LAST SCHED. DFT. DATE	DELAY DAYS	INSTR. PPAFT	PRDPAFT FEE	LAST IND. DFT. DATE	DRAFT TYPE
11/11/08 (DEBFT)	10/21/08 (DEBFT)	03/11/09 (DEBFT)	00	(I.F.S)			(P.T)

DFT FEE	TOTAL DFT ASSESS	ADDL PRINCIPAL APPLICATION
4501.35		

PF4: PENDING DRAFTING DATA PF5: PREVIOUS DRAFTING DATA PF7: SCREEN 2

LOAN DUE DATE: 04/01/09 HAN CODE: T PROCESS STOP: 0
 DIST-TYPE = 1 INTEREST-ONLY LOAN MULTIPLE LOANS PRESENT

Suspense Money

If there are funds in suspense, review the P309 to confirm the date those funds were applied. If the funds are sufficient to make 1 payment and the loan was due for 2 payments at the time the funds were applied to suspense, we will need to apply the suspense funds to 1 payment. If the funds in suspense are sufficient to make 2 payments and the loan was due for 3 payments at the time the funds were applied to suspense, the funds will need to be applied to 2 payments.

EX – If the loan is due for 01/01/11 payment, but funds in suspense are sufficient to make 1 payment AND if the funds were applied in the month of January 2011 or February 2011, these funds should be applied to the payment, instead of being returned.

Anytime money has posted to suspense for a workout (HSA, HAMP Trial Payments, Forbearance) even if it is eventually denied, it should be posted to regular monthly payments.

If there is money in suspense the notes should be reviewed to determine if the money is from a workout before it is sent back.

If the payment in suspense is a partial payment it can be returned by opening the RCRTN task. If the money is sufficient to pay complete payments but there will be money left over, the balance can be applied to late fees, nsf fees, other fees, escrow if there is a shortage, or just left in suspense to be used should the borrower call after the new NOI is sent.

The latter is probably the easiest route to take since Desree and I will usually advise on aged suspense funds that have been sitting for too long.

To be sure if there was a trial or not check NOTS and look for something like this:

**102609 VJJ SENT TRIAL HAMP OFFER VIA 2 DAY MAIL.
NEED REQUESTED DOCS/CHECK BACK BY 11/25/09 . TRIAL
PERIOD WILL BE FROM 12/01/09 TO 03/01/10. TRIAL
PAYMENT IS \$801.02 WHICH CONSISTS OF PRINCIPAL &
INTEREST AMOUNT OF \$379.62, ESCROW AMOUNT OF
\$386.84 ESCROW SHORTAGE AMOUNT OF \$34.56
INTEREST RATE USED IN TRIAL OFFER IS 2.00%
TERM USED IN TRIAL OFFER IS 480.
PRINCIPAL FORBEARANCE AMOUNT USED IN TRIAL OFFER
IS \$5200**

That means there was an actual trial and when those pmts come in they're supposed to be posted. The note will usually be the month before the payments start going to suspense in the DLQH screen To have funds posted open the SUSESC task.

Forbearances are typically notated in the LMTN screen and typically look like this

**08/25/10 LZI BRR WILL MAKE PYMT IN THE AMT OF 2027.69 FOR 6 MON
THS TO BEGIN 09/15/2010 THROUGH 02/15/2011**

08/25/10 LZI F/B APPROVED - SNT TO RPY SPECIALIST

If the money in suspense is during the forbearance timeframe it needs to be applied to the payments and not returned. To have funds posted open the SUSESC task

```
CUSTOMER SERVICE INV R15/004 02/05/10 13:30:03
403-88-2240 ON 11/28/09
001-08-1304 TR 5.12500 5R CU

ANALYZED AMOUNT FROM LOANS NOT ANALYZED REPORT; 01/25/10
ANALYZED COUP NO 01/27/10 03

BALANCES -----
256.96
PRINCIPAL 217,961.27
26.25
INTEREST 270.57
448.56
SUSPENSE .00
03/10 1745.67
RES ESC .00

CORRECTIONS -----
01/28/10 01/28/10
2009 PRN 3,246.02
2009 TAX 3,312.48
2009 INT 4,447.56

REMOVED LOSS MITIGATION
LOSS MIT IND = U INCOMPLETED L/H PAG
PROG STOP = 1 NOTICE OF INTENT E/C
LOAN PAST DUE 5 MONTHS
007 DAYS PAST PROJECTED LOCAL DATE
OFF CUR STOP = 1 SUB-SERVICED
```

Additional Loans

A review needs to be completed to determine if the borrower has any additional loans with PHH. The purpose of this review is to be sure funds were not received and applied to another loan the mortgagor has with us. This can be checked on MAS1/COL2. Any additional loans will be listed on this screen. If there are any additional loans, a review must be completed to determine the current status of any and all other loans listed. If there is a loan that is paid into the future, we need to determine the funds were not meant to be applied to the delinquent loan. If the additional loans are either current or delinquent, we just need to notate the additional loan # and the due date.

Pledge Accounts

You will need to review to determine if there is a pledge on the loan. You can determine a loan is a pledge by viewing the SVGSPEC PROCESS section of the MAS1/USR2 screen. If you see a code OA, the loan is a pledge. If there is no pledge, loan is ok to proceed to foreclosure. If the loan does in fact have a pledge, you will need to determine if the pledge funds need to be liquidated before or after the foreclosure referral. Pledge Liquidation process steps have been included in this manual.

MAS1/USR2									
RSP LOAN MASTER MAINT. & DISPLAY 02/05/10 13:49:21									
TYPE 13 1ST MFC, CONVEN U/G INS (ARM) GROUP									
EXPANDED USER FIELDS									
USR2	NAME	FICO	FICO	5 POS	9 POS	HCA	DATE	FLEX	
SCORE	DOB	DOB 2	FLD 1 H	FLD 1 H	FERS	FIC-5	PAY		
	706								
SVGSPEC	3 POS	QC STAT	TR	PLDGE	TOTAL	INDEB	OPT	OUT	
PROCESS	FLD 3 A	CODE	CONFIRM	DAYDOWN	ERRAT	EXP	DT	FLAG	
0582	706			750000.00					
ASSOC	CONDO	3 POS	SEC 8	INT VAL	INT TAX	PERCENT	2 FOR		
LOAN #	# UNITS	FLD 6 A	SHA	VALUE	NON ESC	FLD 5	FLD 1 A		
				00000000					
CONDO	5 POS	ML FC	6 POS	CONDO	INT IRS	PERCENT	CAPTRAC		
FLOOD	FLD 1 A	NUMBER	FLD 2 A	HAZARD	NON ESC	FLD 4	PLAS		
		7786450							
----- ADDITIONAL MESSAGES -----									
LIFE-OF-LOAN: HORIZED ON LOAN									
ACTIVE LOSS MITIGATION LOSS MIT IND = T COMPLETED I/H PACKG									
DIST-TYPE = 1 INTEREST-ONLY LOAN MULTIPLE LOANS PRESENT									
IDB A 12/44									

FHA Loans

For EVERY FHA loan, we have to check the FHA page to determine if it's an insured loan or not. The loan's "Case Number" can be found on the MIP1 screen, or conveniently on the Loan Snapshot

<https://entp.hud.gov/clas/> is the home page for the "FHA CONNECTION"

click  Sign on to log in. Sign on is m46288, password will ALWAYS be either 112269 or 112270 (If you are prompted to change, please use one or the other).

Click: Single Family – Single Family Servicing - Monthly Premiums – Portfolio

Portfolio Request

Help Links

Single Case Request

FHA Case Number

Multiple Case Request

Cases Acquired Since:
(Optional) (MM YYYY)

Mortgagee ID:

Include Bill Type(s) Section 530 Risk-based One-time

Include Case Status(es) Active Terminated

Then type in FHA Case # in box and enter. If a filled out form (which you MUST print) comes up, it is insured. If it comes up unavailable, try the secondary path under "Case Query" and it will either give you a partial form = uninsured or you will have to request they pull it from the archives and try again the following day. Portfolio usually comes up except when the loan is uninsured Case Query doesn't always come up insured or not.

IF case number does not come up under either the above .

Single Family Origination / Case Processing / Case Query to request and determine if insured

Portfolio Results

Help Links

Success

PORTFOLIO REQUEST SUCCESSFULLY COMPLETED

FHA Case Number	[REDACTED]		
Mortgagee ID	[REDACTED]		
Current Mortgagee	[REDACTED]		
Address	[REDACTED]		
Section of the Act	791		
Original Mortgage Amount	197,316	Monthly P&I	1,230.99
LTV	97.73	Term	360
Upfront Factor	1.500	Percent Financed	100.00
Interest Rate	6.375	Premium Rate	0.50
Begin Amort Date	04/2008	Mature Date	04/2038
Bill Type	RD	Billing Years	13
Monthly Premium	79.63	Annual Premium	955.56
Status	A	Exempt Indicator	N

VA LOAN

If the loan is a VA loan, special requirements must be met. In order to show the proof of this, a VALERI page must be completed. To do this, go to the VALERI website (www.vbavaleri.com) and enter the corresponding loan number. VALERI will produce a printable page showing the activity for the account. This page should be printed and included with the referral package.

- [Loan Search](#)
- [Transfer Loan](#)
- [Exit Portal](#)
- [Loan Information](#)
- [Report an Event](#)
- [Submit Documents](#)
- [Appeals](#)

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Loan Information
Loan Quick Search

This screen is used to view information and submitted events for an individual loan that your organization serv

Loan Summary

Loan Number: [REDACTED]
 Servicer Loan Number: [REDACTED]
 Guaranty Status: Guaranty Issued
 Loan Term: 360 months
 Loan Amount: \$124,400.00
 Net Value: \$0.00
 NOV Issue: 1/1/1900
 NOV Expiration: 1/1/1900
 Interest Rate: 5.7500%
 Origination Date: 7/14/2003
 Termination Date: Not Terminated
 UPB: \$112,096.70
 Borrower Name: [REDACTED]
 Property Address: [REDACTED]

Reported Events

Show All 7/14/2003 to 12/19/2010
Date Format: MM/DD/YYYY DATE

Event Name	Status	Report Date
Delinquency Status	✓	02/01/10 02/
Default Reported to Credit Bureau	✓	01/06/10 01/
Delinquency Status	✓	01/01/10 01/
Electronic Default Notification	✓	01/01/10 01/
Occupancy Status Change	✓	12/30/09 01/

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Pending Unprocessed Accepted Accepted with Errors 22

State Requirements

NC

- An XC037 and/or XC038 (45 Day NOI) must to be sent on All Loans to both the mailing and property addresses if the 2 are different
- The NOI is also required to be sent to all Note and Mortgage signers.
- Loan will need to be registered with the COB (Commissioner of Banks) within 3 business days of the NOI sent date (Loan will be registered via the COB website. You will receive a certificate advising if the loan is Subprime or Not Subprime. The cert will need to be notarized and sent with the referral package to the vendor.)
- Once the NOI is sent, a NCHOLD task is opened until the date the letter expires, at which point the task should be closed
- Once the loan is registered, the NCC comment code will need to be placed into DLQ1
- The loan is reviewed by the COB to determine if the loan should be on hold for an additional 30 days. If the COB grants the additional 30 day hold, you will receive an email advising of such and an extension will need to be placed on the NCHOLD task
- If the additional 30 days is not granted we can proceed to foreclosure once the 45 day NOI expires.

NY

- 90 Day NOI (Manual Letter) to be sent on ALL loans to both mailing and property addresses if the 2 are different
- The NOI is also required to be sent to all Note and Mortgage Signers.
- If the loan is a CO-OP, the 90 day letter is required to be sent using colored paper (Any color)
- Once the letter is sent the NYHUD9 task is opened and should not expire until 90 days after the letter was sent.

CT

CT legislations states that a letter called the Emergency Assistance Program is sent. This letter is in addition to the NOI and does not hold the loan for any additional length of time. The EMAP letter include HUD contact information and local assistance agencies are also listed. This letter is required to be included in the referral package. I have attached a copy of this letter in the manual as a sample. The EMAP is also required to be sent to both the Note And Mortgage Signers

SC – FNMA/FHLMC

There is an additional review needed for all FNMA and FHLMC loans in SC to determine if the loan is HAMP Eligible, HAMP Denied, or HAMP Not Eligible. This review is to determine if all HAMP requirements have been met prior to the loan being sent to foreclosure.

You will need to indicate on the referral package or in the notes (SERN) if the loan is/is not eligible for HAMP or has been denied HAMP. Below is the criteria you should use to determine this information. This is for FNMA and FHLMC loans only to determine if a loan is FNMA or FHLMC you will look at the investor number FNMA is 400-499 and N01-N06, N08-N99 FHLMC is 300-399.

Not Eligible:

Occupancy is Vacant you can see this on the PIR1

Original Occupancy Status code on MASI/LOC1 is 2 or 3 which is an investment property

The loan is an FIIA or VA loan (there are some FNMA and FHLMC loans that are also FHA/VA)

The loan was originated after January 1, 2009 (loan date on the P190 screen)

Denied:

Letter LM049 or the LM016 has been sent you can see this on PL05

The loan has one of the below comment codes

HMPN31, HMPNPV, HMPNDC, HMPNES, HMPNLQ, HMPNNR, HMPNTP, HMPNOC, HAMPNO, HMPNIN, HMPNOR

Anything else would be considered HAMP eligible

If the loan is HAMP Eligible, you will need to place the loan in the HOLD queue

SC - SFSCPR

Task

When you complete a review on SC FNMA or FHLMC loan and approve it for foreclosure, in addition to notating on the referral whether it is Denied or Not Eligible and the reason, if you approve the loan, please place the SFSCPR comment code on the loan.

CA

California law states that any loan (originated between January 2003 – December 30, 2007) must have specific telephone contact (contact codes 071 & 072) advising the borrower about HUD counseling meetings and HUD contact info. If this does not occur a letter is sent via first class mail that includes the HUD toll free number. After this is sent, three contact attempts must be made on different days at different times, and if no contact is made, a no contact letter must be sent.

- An XC119 and/or XC016 (if mailing address differs from the property) is sent on all delinquent CA loans
- Once letter sent, the CAHOLD task is opened.
- Three contact attempts are made on different days to go over HUD and counseling
- If no contact is made after three attempts, the XC070 (no contact) letter is sent. Once no contact letter is sent, the CNC comment code needs to be placed on the DLQ1 screen.
- Once the NOI has expired, the loan is ready to proceed with foreclosure and the referral packet will need to include the CA Declaration when sent to vendor – Open a CALDEC task for PHH to complete the declaration. Please notate in SERN which vendor the loan will be referred to as PHH will pass the Declaration to the vendor to image and mail original to attorney.

I have attached a copy of the CA Declaration at the end of this manual. Please note that due to a new legislation, we can no longer mark the last Box on the declaration (This is a Bankruptcy box). We now are

required to place calls on BK loans in the state of CA. When you come across a loan that requires the BK box to be checked, you will need to place loan in hold queue and send to the below email address:

MBS COLLECTIONS CA BK Calls

IL

- The IL 30 day Grace Period letter (Manual Letter) is required to be sent on all loans that are owner occupied and *do not* have a previous Bankruptcy filing.
- The Grace Period letter is required to be sent to both mailing and property address, and to all parties who signed the note and the mortgage
- Once the letter has been sent, the ILHOLD task needs to be open and should not expire or be closed until the Grace Period letter has expired.
- If the mortgagor goes through counseling (per the letter), there may be a possibility of an additional 30 day extension. We would receive a written notification detailing the payment plan that the mortgagor has agreed to. We have the ability to approve or deny this plan and must respond in writing to the counseling agency.
- If we receive a written notification from the counselor that there is an additional 30 day extension, the ILPLAN task needs to be open in TSK1. (Loss mit is responsible for managing the ILPLAN tasks)
- Once the ILHOLD task has expired and has been closed, if we have not received any notice of the 30 day extension, loan can proceed to foreclosure.
- A copy of this letter will need to be included in the referral package sent to the Vendors.

IN

- The IN 35 day Pre Suit Notice letter (Manual Letter) is required to be sent on all loans where the property is the mortgagor's Primary residence. You can check this information on the MAS1/LOC1 screen. Any loan that has a number "1" in the "OCCUPANCY ORIG CURR" section should have received this letter. If there is a 2 or 3 in this section a letter is not required.
- The IN Pre Suit notice should be sent to both mailing and property addresses via certified mail.
- The IN Pre Suit notice is only required to be sent to all Note Signers.
- Once the letter is sent, the INHOLD task is opened and will not expire or be closed until the Pre Suit Notice expires.
- Once the INHOLD task expires and has been closed, the loan can proceed to foreclosure.
- A copy of the Pre Suit Notice and a copy of the certified mailing receipt must be included in the referral package sent to the vendors.

WA

Washington has put in place a new legislation that mirrors the CA legislation. Must have specific letters sent in addition to the NOI and specific contact made advising of HUD.

- Once the WA HUD letter XC016 and/or XC119 is sent the WAHOLD Task is opened. If no contact has been made, the XC070 is sent.
- Once task expires, the WA declaration is completed and signed.
- Once this has occurred we can refer to fc vendor.
- A copy of the WA declaration must be included in the referral package.
- Open a WASDEC task for PHH to complete the declaration. Please notate in SERN which vendor the loan will be referred to as PHH will pass the Declaration to the vendor to image and mail original to attorney.

ME

- An XC106 and/or XC006 (if mailing address differs from the property) is sent on all delinquent ME loans. This is a 35 day letter.
- The letter is required to be sent to both mailing and property addresses via First Class mail.

- The letter is only required to include the signers of the Note.
- Once the letter is sent, the loan is registered to the ME Bureau of Consumer Credit Protection within 3 business days of the letter being sent. Once registered PHH receives an email confirming the loan has successfully been submitted.
- The MEHOLD task is also opened once letter has been sent. This task will not expire or be closed until the letter has expired. Once it expires, proceed to fc
- A copy of the letter and a copy of the email confirming the registration is required to be included in the referral package when sending to the Vendors

MA

- An XC023 and/or XC123 (if mailing address differs from the property) is sent on all delinquent MA loans. This letter is a 150 day letter and is sent in addition to the regular NOI.
- The MA 150 day letter is required to be sent to both mailing and property addresses and to all parties who signed the Note and the Mortgage
- The letter is required to be mailed via both Regular and Certified Mail
- Once the letter is sent the MAHOLD task is opened. The task will not expire or close until the letter has expired. Once it expires, proceed to foreclosure.
- A copy of the 150 day letter sent to all addresses is required to be included in the referral package when sending to the Vendors

WV

The WV legislation states that we CAN NOT return any funds to the mortgagor. We must accept any and all payments. If the funds are not sufficient to make a whole payment, the funds will be applied to suspense and will remain in suspense until we have recvd sufficient funds to make one payment.

What this means for FC Referrals:

- If there is a referral ready for foreclosure and there are funds in suspense – The funds are OK to remain and we can proceed.
- If the due date has changed due to a payment being applied, this does not invalidate the NOI. For example, if the NOI was sent 10/09 and there was a payment made after 10/09 and brought the loan due for 11/09 we are OK to refer in 01/09.
- The loan should not be referred if only due for less than 90 days.
- If there is a returned payment on the loan, (You can check this in PL05) then a call will need to be made to mortgagor to possibly make an arrangement for a workout.
- NOIs are sent via Regular mail and are required to be attached to a notarized certificate
 - An exception has been created in the FRS system to prevent the NOI from automatically being generated.
 - The NOI's will be manually generated (printed) by The Foreclosure Referral Team.
 - Two Team Players are authorized to certify an NOI.
 - A FC Team Player (other than the ones certifying) will be responsible for notarizing the NOI.
 - The original Certificate will be sent with the NOI to the mortgagor and a copy will remain with PHH (the documents will be scanned to I-desk). Each NOI needs to be certified and original sent to mortgagor.

*** The Certificate must be signed in person in front of the Licensed Notary when requesting the certificate to be notarized *****

NM

Just like WV, the NM legislation states that we CAN NOT return any funds to the mortgagor also We must accept any and all payments If the funds are not sufficient to make a whole payment, the funds will be applied to suspense and will remain in suspense until we have received sufficient funds to make one payment

What this means for FC Referrals:

- If there is a referral ready for foreclosure and there are funds in suspense – The funds are OK to remain and we can proceed
- If the due date has changed due to a payment being applied, this does not Invalidate the NOI. For example. If the NOI was sent 10/09 and there was a payment made after 10/09 and brought the loan due for 11/09 we are OK to refer in 01/09.
- The loan should not be referred if only due for less than 90 days.
- If there is a returned payment on the loan, (You can check this in PL05) then a call will need to be made to mortgagor to possibly make an arrangement for a workout

TN

- An XC049 and/or XC079 (if mailing address differs from the property) is sent on all delinquent TN loans. This letter is a 60 day letter and is sent in addition to the regular NOI
- The TN 60 day letter is required to be sent to both mailing and property addresses and to all parties who signed the Note.
- Once the letter is sent the TNHLD task is opened. The task will not expire or close until the letter has expired Once it expires, proceed to foreclosure
- A copy of the 60 day letter sent to all addresses is required to be included in the referral package when approving referral and sending to the Vendors

The TN 60 day letter is not required if:

- The mortgagor obtained a prior Loan Mod
- The mortgagor Refinanced before 07/01/2010
- The mortgagor has filed BK and Relief has been Granted (There will be a No Notice stop G if relief has been granted)

Investor Approval

All loans have an investor Sometimes, that can be PHH; however, if the investor is a third party, they may have different requirements regarding foreclosure Prior to sending these accounts, check the investor list to verify if approval is needed for foreclosure If it is needed, an NDSAPR task needs to be open and PHH will obtain the approval If it has an NDSAPR or INVAPH task open, please email the following.

Marisha.Spence@mortgagefamily.com and Melissa.rigby@mortgagefamily.com

Code	Company	Outsource
147	Wells loan - ML for appvl + inst	Logs

Code	Company	Outsource
E70	inv appvl	

533	Wells loan - ML for appvl + inst	Logs
563	Will need to use INDYMAC Apprvd atty Please see M Rigby inv appvl cant get INDYMAC file appvl, send to CTC	DECLINE
637	Monitorium - Do not accept any Referrals until 03/13/09	
806	MLCC-REMIC SECURITIZATION	Logs Logs
813	MLCC-REMIC SECURITIZATION	
814	MLCC-REMIC SECURITIZATION	Logs
824	MLCC-REMIC SECURITIZATION	Logs
825	MLCC-REMIC SECURITIZATION	Logs
826	MLCC-REMIC SECURITIZATION	Logs
827	MLCC-REMIC SECURITIZATION	Logs
828	MLCC-REMIC SECURITIZATION	Logs
829	MLCC-REMIC SECURITIZATION	Logs
833	MERILL LYNCH MRTGE CAPT	Logs

E71	inv appvl	
E76	Inv Apprvl	
E77	inv appvl	
e78	inv appvl	
E82	inv appvl	
E95	inv appvl	
g02	blackstone rept	
G16	inv appvl	
G37	inv appvl	
G38	inv appvl added	
G40	Inv Apprvl - (Unless FHA)	
G41	Inv Apprvl - (Unless FHA)	
G44	No Longer Needs Inv Apprvl	

869	inv appvl, INDYMAC file, sent to CTC	
		Logs
892	Wells loan - MLMCI REMIC 94 B inv appvl + inst	
		Logs
893	MLMCI REMIC 94 C	
020	blackstone rept	
107	Wells loan - ML for appvl + inst	Logs
110	Wells loan - ML for appvl + inst	Logs
117	Wells loan - ML for appvl + inst	Logs
127	Wells loan - ML for appvl + inst	Logs
132	Wells loan - ML for appvl + inst	Logs
133	No longer requires inv approval - NO MERS' GMAC appvd? BPO may need 30 days of 1stL	
148	Wells loan - ML for appvl + inst	Logs
152	inv appvl	
153	Wells loan - Redwood for appvl req'd	
154	Wells loan - Redwood for appvl req'd	
157	Merril/inv app	Logs
162	Wells loan - Redwood for appvl req'd	Logs
167	Wells loan - ML for appvl + inst	Logs

G45	No Longer Needs Inv Apprvl	
G46	No Longer Needs Inv Apprvl	
G47	No Longer Needs Inv Apprvl	
G62	Inv Apprvl	
G64	No Longer Needs Inv Apprvl	
G68	Inv Apprvl	
G72	Inv Apprvl	
H03	inv appvl	
J02	inv appvl	
J09	inv appvl	
J15	Inv Apprvl	
J18	inv needs notification!	
J24	inv appvl	
J28	Inv Apprvl	
J29	Inv Apprvl	
J30	Inv Apprvl	
J35	inv appvl	

168	Wells loan - ML for appvl + inst	Logs
174	Wells loan - Redwood for appvl req'd	
177	Inv appvl. Ok to proceed. Do not set sale date yet	
195	Wells loan - ML for appvl + inst	Logs
199	Charles Schwab - NO STARS	
200	Charles Schwab - NO STARS	
204	inv appvl (2nd Morts)	
208	inv appvl	
209	NO MERS GMAC appvd? Bpo may need 30 days of 1stL	
210	inv appvl	
211	inv appvl	
215	Wells loan - ML for appvl + inst	Logs
216	inv appvl	
224	Wells loan - ML for appvl + inst	Logs
228	Merril/inv app	Logs
233	NO MERS GMAC appvd? Bpo may need 30 days of 1stL	
238	inv appvl (2nd Mortgages)	
239	inv appvl	
243	Wells loan - ML for appvl + inst	Logs

J44	Inv Appvl	
J55	inv appvl	
J58	inv appvl	
J61	Inv Appvl	
J66	inv appvl	
J73	inv appvl	
J74	inv appvl	
J78	inv appvl	
J81	inv appvl	
J93	inv appvl	
J94	inv appvl	
K02	inv appvl	
K13	inv appvl	
K2	inv appvl	
K51	inv appvl	
K59	Inv Appvl	
K60	inv appvl	
K64	Decline referral, Investor to handle their own F/C	
K68	inv appvl	

252		
256	inv appvl	
261	NO MERS GMAC appvd? Bpo may need 30 days of 1st	
265	Merrill/inv app	Logs
297	Inv Apprvl	
417	inv appvl	
424	FNMA/CITIZENS Logs or Fidelity	
536	Moritorium - Do not accept any Referrals until 03/13/09	
550	inv appvl	
558	inv appvl	
560	inv appvl	
564	inv appvl	
570	Moritorium - Do not accept any Referrals until 03/13/09	
573	inv appvl	
587	inv appvl	
594	No longer Req Inv apprvl GMAC-BPO req 30ds of 1st legal	
597	NO MERS	
601	/002 (Pools) inv appvl	
608	Inv apprvl, Ok to proceed Do not set sale date yet	
609	Inv apprvl, Ok to proceed. Do not set sale date yet	

K70	inv appvl	
K73	inv appvl	
K76	Inv Apprvl	
K78	Inv Apprvl	
K83	inv appvl	
K88	inv appvl	
K92	inv appvl	
K94	inv appvl	
L05	inv appvl	
L12	inv appvl	
L14	inv appvl	
L18	inv appvl	
L19	inv appvl	
L29	inv appvl	
L36	inv appvl	
L43	inv appvl	
L46	Inv Apprvl	
L67	Investor Handeling own foreclosure	
L70	inv approval	
L81	inv appvl	

615	Monitorium - Do not accept any Referrals until 03/13/09	
619	inv appvl	
626	Wells loan - ML apprvl not reqrd per ML	Logs
627	Does Not Require Inv Apprvl	Logs
628	inv appvl	
631	Inv apprvl, Ok to proceed Do not set sale date yet	
632	inv appvl	
634	Monitorium - Do not accept any Referrals until 03/13/09	
636	inv appvl	
644	NO MERS GMAC inv appv, bpo req 30 days of 1st	
651	Inv apprvl, Ok to proceed Do not set sale date yet	
652	Inv apprvl, Ok to proceed Do not set sale date yet	
653	Inv apprvl, Ok to proceed Do not set sale date yet	
654	Inv apprvl, Ok to proceed Do not set sale date yet	
658	per j suarez, no apprvl needed	

186	inv appvl	
193	inv appvl	

L94	inv appvl	
L97	inv appvl	
M72	Merrill/inv app	Logs
M73	Merrill/inv app	Logs
M74	Merrill/inv app	Logs
M75	Merrill/inv app	Logs
M76	Merrill/inv appvl	Logs
M77	Merrill/inv app	Logs
M78	inv appvl	Logs
M79	inv appvl	Logs
M80	inv appvl	Logs
M81	inv appvl	Logs
M82	Merrill/inv app	Logs

662	Citizens Bank logs or fidelity	
664	Moratorium - Do not accept any Referrals until 03/13/09	
680	inv appvl	
684	inv appvl	
687	inv appvl ?	
692	PNC/inv app, Do not approve referral PNC On Moratorium, Unless property is vacant	Logs
703	Inv Apprvl	
724	inv appvl	
731	Inv apprvl, Ok to proceed Do not set sale date yet	
732	Inv apprvl, Ok to proceed Do not set sale date yet	
743	inv appvl	
753	Inv apprvl, Ok to proceed Do not set sale date yet	

M83	Merrill/inv app	Logs
M84	Merrill/inv app	Logs
M85	Merrill/inv app	Logs
M87	Merrill/inv app	Logs
M89	Merrill	Logs
M92	inv appvl	
M93	Merrill/inv app	Logs
M94	Merrill/inv app	Logs
P01	PNC/inv app, Do not approve referral PNC On Moratorium, Unless property is vacant	Logs
P02	PNC/inv app, Do not approve referral PNC On Moratorium, Unless property is vacant	Logs
P03	PNC/inv app, Do not approve referral PNC On Moratorium, Unless property is vacant	Logs
P08	inv appvl	

765	Col send an email prior to fc	
782	inv appvl	
795	inv appvl	
796	inv appvl	
799	inv appvl ?	
812	inv appvl	
818	inv appvl	
819	inv appvl	
821	inv appvl	
822	inv appvl	
830	Merrill / inv app	Logs
831	Merrill / inv app	Logs
832	Merrill / inv app	Logs
834	NO MERS GMAC appvd? BPO may need 30 days of 1stL	
835	Merrill / inv app	Logs
838	inv appvl	
840	inv appvl	

P11	PNC/inv app, Do not approve referral PNC On Moratorium, Unless property is vacant	Logs
P20	Citizens Bank send to F or L no stars	
P21	Citizens Bank logs or fidelity	
P22	Citizens Bank logs or fidelity	
P23	Citizens Bank logs or fidelity	
P24	Citizens Bank logs or fidelity	
P25	Citizens Bank logs or fidelity	
P26	Citizens Bank logs or fidelity	
P27	Citizens Bank logs or fidelity	
P28	Citizens Bank logs or fidelity	
P29	Citizens Bank logs or fidelity	
P30	Citizens Bank logs or fidelity	
P31	Citizens Bank logs or fidelity	
P32	Citizens Bank logs or fidelity	
P33	Citizens Bank logs or fidelity	
P34	inv appvl	
P35	Citizens Bank logs or fidelity	

843	Merrill / inv app	Logs
848	Citizens Bank send to F or L no stars	

859	Inv Apprvl	
862	inv appvl	
863	Monitorium - Do not accept any Referrals until 03/13/09	
864	inv appvl	
865	inv appvl	
866	inv appvl	
868	inv appvl	
881	inv appvl	
882	Merrill	Logs
884	inv appvl	
885	Wells loan - ML for appvl + inst	Logs
888	Citizens Bank send to F or L no stars	
889	inv appvl	
896	inv appvl	

P36	Citizens Bank logs or fidelity	
P37	Chemical Bank - Need Inv Apprvl	
P38	Citizens Bank logs or fidelity	
P39	Citizens Bank logs or fidelity	
P40	Citizens Bank logs or fidelity	
P42	inv appvl	
P46	Per Arleen at CHFA - No longer reqrd to have inv apprvl - 05 05 10 - Convrst with Karima	
P47	Per Arleen at CHFA - No longer reqrd to have inv apprvl - 05 05 10 - Convrst with Karima	
P51	inv appvl	
P56	inv appvl - IL loans MUST go to Vella & Lund, P C	
P57	inv appvl - bpo inv does not want last calls done	
P65	Citizens Bank logs or fidelity	
P70	Citizens Bank logs or fidelity	
P81	Inv Apprvl	
Q05	Inv Apprvl	
Q19	inv appvl	

902	Wells loan - ML for appvl + inst	Logs
909	inv appvl	
915	Wells loan - Redwood for appvl req'd	
980	Citizen's Bank of Pennsylvania	
985	Inv Apprvl	
994	does not need inv appvl per col	
996	Merrill	Logs
a01	inv appvl	
A02	Inv Apprvl	
a05	inv appvl	
a07	inv appvl	
a15	inv appvl	
A16	Inv Apprvl Reqrd	
a18	inv appvl	
a46	inv appvl	
A50	Inv Apprvl	
a52	inv appvl	
a53	inv appvl	
A60	inv appvl	
A65	Inv Apprvl	
A66	Inv apprvl	
A86	inv appvl	
A91	Investor Approval, Investor Handling own foreclosure	
B06	inv appvl	
B11	inv appvl	
B15	inv appvl	
B50	inv appvl	
B52	Inv Approval	
B66	Inv Apprvl	
B78	Inv appvl	
B87	inv appvl	
C25	inv appvl	
C40	inv appvl	

Q22	inv appvl	
Q24	inv appvl	
Q26	inv appvl	
Q30	Inv Apprvl	
Q40	inv appvl	
Q47	inv appvl	
Q48	Inv Apprvl	
Q51	inv appvl	
Q52	inv appvl	
Q53	inv appvl	
Q55	inv appvl	
Q56	inv appvl	
Q64	inv appvl	
Q68	Inv apprvl	
Q70	inv appvl	
Q77	Inv Apprvl	
Q84	inv appvl	
Q85	inv appvl	
Q88	inv appvl	
Q89	inv appvl	
Q95	inv appvl	
R01	inv appvl	
R05	Inv appvl	
R06	inv appvl	
R13	inv appvl	
R15	?	
R22	inv appvl	
R29	inv appvl	
R32	inv appvl	
R34	inv appvl	
R40	inv appvl	
R42	inv appvl	

C62	inv appvl	
C70	inv appvl	
C87	inv appvl	
C99	inv appvl	
D01	inv appvl	
D02	inv appvl	
D03	inv appvl	
D04	inv appvl	
D05	inv appvl	
D06	inv appvl	
D07	inv appvl	
D08	inv appvl	
D09	inv appvl	
D10	inv appvl	
D11	inv appvl	
D12	inv appvl	
D13	inv appvl	
D14	inv appvl	
D15	inv appvl	
D16	inv appvl	
D17	inv appvl	
D18	inv appvl	
D19	inv appvl	
D20	inv appvl	
D21	inv appvl	
D22	inv appvl	
D23	inv appvl	
D24	inv appvl	
D25	inv appvl	
D26	inv appvl	
D27	inv appvl	

R48	inv appvl	
R51	does not need inv appvl	
R66	Inv Apprvl	
R70	inv appvl - NO STARS!	
R81	DO NOT ACCEPT ANY REFERRALS - DECLINE	
S01	Charles Schwab - NO STARS	
S02	inv appvl	
s07	Charles Schwab - NO STARS	
S08	inv appvl	
S07	Inv apprvl, Ok to proceed Do not set sale date yet	
T10	inv appvl	
V01	inv appvl	
V02	inv appvl	
V03	inv appvl	
V04	inv appvl	
V05	inv appvl	
V06	inv appvl	
V09	inv appvl	
V19	inv appvl	
V20	inv appvl	
V21	inv appvl	
V29	inv appvl	
V30	inv appvl	
Y01	Inv Apprvl	
Y27	Inv Apprvl	
Y32	Inv Apprvl	
Y33	Inv apprvl	
Z01	Investor Handeling own foreclosure	
Z25	Inv Apprvl	
Z32	Inv Apprvl	
Z53	Inv Apprvl	

D28	inv appvl	
D29	inv appvl	
E04	Inv Apprvl	
E23	Inv Apprvl	
E25	Inv Apprvl	
E31	inv appvl	
E39	inv appvl	
E49	inv appvl	
E54	inv appvl	
E57	inv appvl	
E61	inv appvl	

Z61 inv appvl
Z83 Inv apprvl
Z94 Inv Apprvl

DO NOT ACCEPT ANY REFERRALS - DECLINE
--

Z96

FNMA/FHLMC Hamp Review

FNMA/FHLMC

FNMA is 400-499 and N01-N06, N08-N99 // FHLMC is 300-399

There is an additional review needed for all FNMA and FHLMC loans to determine if the loan is HAMP Eligible, Hamp Denied, or HAMP Not Eligible. This review is to determine if all Hamp requirements have been met prior to the loan being sent to foreclosure.

You will need to look out for any loans with the below tasks and stops. If any of these stops are on the loan or any of these tasks are open on the loan do not send. If the task or stop is old or has expired, place loan on a spreadsheet and provide that feedback to us.

Stops:

Process Stops (Found on SAF1) J, P and L

Tasks:

LMSUSP

If the loan has an active Hamp Template (LMHAMP on LMT1 screen) the notes will need to be thoroughly reviewed to see what the Hamp status is before referring.

HAMP Solicitation and Denial Letters

All FNMA and FHLMC loans must be solicited for HAMP. The required solicitation letter you will look for is an LM016. You can find the letter IDs in the PL05 screen.

For FHLMC loans, with a due date prior to 06/01/09 you will need to see an LM049 sent before you refer the loan. If the loan is due for 06/01/09 or prior, the FHLMC Hamp Review is not required.

For FNMA, we can refer the loan as long as none of the above mentioned stops or tasks are not open.

Not Eligible

Occupancy is Vacant you can see this on the PIR1

Original Occupancy Status code on MASI/LOC1 is 2 or 3 which is an investment property

The loan is an FHA or VA loan (there are some FNMA and FHLMC loans that are also FHA/VA)

The loan was originated after January 1, 2009 (loan date on the P190 screen)

FNMA Door Knock

FNMA has a new process that we **must** start using immediately. Please read the following and if you have any questions let me know.

When you refer a FNMA loan to foreclosure we now need to request a Door Knock Inspection.

When requesting a Door Knock you will have to enter Contact Code, **DKE** on DLQ1.

This code will update as **DR KNCK ELIG**. This means Door Knock Eligible.

There are exceptions where a door knock is NOT necessary

- a. Property is vacant
- b. Property is Tenant Occupied
- c. Denied out of HAMP

*****You only need to request a door knock one time during a default. If you request a door knock when reviewing a loan for f/c and then put the loan on hold, do not request another door knock when the hold comes off the loan.***

If the loan becomes current and then falls into another default you can then request a new door knock.**

Final Steps

Once all the above checks have been accomplished, the loan is ready to be referred. The final steps must be completed before the referral process is complete.

- 1 1st Payments default loans need to be signed by a Manager
- 2 Log the account onto the Foreclosure sheet
- 3 Fill out the foreclosure referral checklist and attach this to the referral package

Standard Referral Spreadsheet


```

MSP LOAN      MSP LOAN MASTER MAINT. & DISPLAY      10/29/10      11:28:46
NAME          TYPE 11 1ST RTG.FHO RESIDENTIAL      GROUP 0FD
--- MORTGAGE ELECTRONIC REGISTRATION ---
----- REGISTRATION INFORMATION -----
REG NO:      [REDACTED]
REG DATE: 09/29/09.      MOM IND: Y
----- FORECLOSURE INFORMATION -----
FORC STAT ...

-----
ACTIVE LOSS MITIGATION      LOSS MIT IND = 5 PACKAGE RECV'D

```

```

SERIAL      SER PROCESS NOTES      513/279      10/29/10      11:29:37
              07/01/10 TYPE F.H.O.      M:6
----- * PROCESS NOTES * -----
11/29/10
10/27/10 09:58:30 LVT CALL PROMPT: STATUS FOLLOW UP CALL FRM BRUR
              WANTS TO KNOW WHAT IS GOING ON W/ MOD
              IFICATION. ADV THAT STILL IN REVIEW W/ STAGER NEED
              S TO BE PLACED IN QUEUE FOR NEGOTIATOR. ADV THAT W
              ILL HAPPEN ONCE STAGER VERIFIES ALL DOCS HAVE BEEN
              RECEIVED. ADV TO CHECK BACK IN A WEEK TO SEE IF P
              LACED IN QUEUE FOR NEGOTIATOR.
10/19/10 09:39:12 OGB EMAIL REC'D FROM BRUR FOR HOMEOWNER ASSISTANCE
10/19/10 09:03:43 LVU CALL PROMPT: STATUS FOLLOW UP CALL FRM BRUR
              ADV BR THT THE LOAN IS STILL IN REVIEW AND TO CALL
              BR TO CK THE STATUS ON THE ACCT...BR FAXED UPDATE
              D BRK STATEMENTS ON 10/16/2010...
10/11/10 12:20:41 OHC EMAIL REC'D FROM BRUR FOR HOMEOWNER ASSISTANCE
10/11/10 11:16:28 LZC CALL PROMPT: STATUS FOLLOW UP CALL FRM BRUR

```

Sample Invoice

loan	Name	Expr	Company	Outsourcer	Investor	State	Type	Date Ref	NOI	VA NOI	VA OK	PMI Not	Due Date
		7AW	CA DEC	STARS	685	CA	C	01/25/2010	X				09-Sep
		776		STARS	514	mi	f	01/25/2010	x				Nov-09
		776		STARS	514	mi	f	01/25/2010	x				Nov-09
		776		STARS	515	mi	f	01/25/2010	x				Jun-09
		776		stars	509	tx	f	01/25/2010	x				Nov-09
		776		stars	514	ga	f	01/25/2010	x				Nov-09
		776		stars	514	tx	f	01/25/2010	x				Nov-09
		776		stars	515	fl	f	01/25/2010	x				Sep-09
		776		STARS	515	mi	f	01/25/2010	x				Sep-09
		776		STARS	509	mi	f	01/25/2010	x				Nov-09
		776		stars	515	tx	f	01/25/2010	x				Nov-09
	ge	776		STARS	515	mi	f	01/25/2010	x				Nov-09
		776		stars	448	nj	c	01/25/2010	x				Nov-09
		747	Citizens Bank logs or fidelity	STARS	671	mi	c	01/25/2010	x		x		09-Oct
		747	emap	fidelity	509	cl	f	01/25/2010	x				09-Nov
		776	emap	fidelity	515	ct	f	01/25/2010	x				Nov-09
		776	emap	fidelity	515	ct	f	01/25/2010	x				Nov-09
		776	emap	fidelity	307	ct	c	01/25/2010	x		x		Aug-09
		7AW	grace penod	logs	9	IL	C	01/25/2010	X				09-Jun
	A	7AW	grace penod	logs	339	IL	C	01/25/2010	X				09-May
		776	grace penod	logs	616	IL	f	01/25/2010	x				Nov-09

Ready to Refer

After completing the full review above, a determination should have been reached as to whether the loan should be approved or held from foreclosure

- Hold Referral Issues

If there is any issue with the loan or any of the reasons listed above that withhold the loan from being sent to Foreclosure, the loan should be placed in the HOLD queue in FRS. If there is an issue that is not listed above or it can not be placed back in the hold queue in FRS, open the RFISSU Task. This task will be worked by PHH

- Approving Referral

- 1 Place a comment code 59 on the DLQ1 screen
- 2 Update FC stop 1 to an FC stop 2 on the SAF1 screen and place a late charge 1 stop, also in SAF1
- 3 If there is a bill mode 7-9 (found on MAS1/PYT1 a "Y") will need to be placed on the MAS1/PYT1 screen. Please see the below.

```

MSP LOAN MASTER MAINT. & DISPLAY 06/21/10 15:04:53
NAME TYPE 13 1ST MTG. CONVEN U/O INS GROUP
-----
PAYMENT DATA
NO. Pmts/YEAR PAYMENT MODE DIST TYPE COUPON MTH GEN COUPONS
01-ANNUAL 0-NONE 1-CONST P&I 1-NEXT COUP MTH
02-SEMIANNUAL 1-COUPONS 2-FIXED P&I 3-COUP MTH + 1 YR
04-QUARTERLY 4-BILLING 5-GPM/GPACH 5-NXT PND MG - GPM MO
05-BIMONTHLY 7-BUYDOWN 0-NO COUPONS
12-MONLY, SEMI (24) 5-DRAFTING 8-GPM/BUYDOWN
8-BWEEKLY (26) 7-MONTHLY BIL PNT SERVICE TRAN 1811 ESC SINT
8-BILL+RECEIPT THD (CF=FRLMC 931A) DATE CODE
9-BILL+RECEIPT/LC. GPM ORIG BILLING BILL STOP
BILL DAYS CODE TABLE CYCLE BILL
(00-20) 0-NO/1-GPM (V/N)
COUPON TARE DATE 012000 (MDDVVV) ESC DOC TYPE (AA-96) 96 DOC IIII BAL 2.0000
MPL ID PLAN O/R - SUSP UNRAIL (0.1,0)

```

4. Close REFPRT task in the TSK1
5. Open Vendor task on the TSK1 screen depending on which vendor the loan is going to
 - Fidelity - NEWFCR task
 - LOGS - REFLOGS task
 - Stars - REFDSG task

```

TSK1 TSK SETUP 5067433 06/29/10 13:57:25
12/01/09 TYPE F.H.A. ARM GRP
-----
TASK TASK MAINTENANCE 4
TASKID
ACT DEPT/ID/HANE PRI
SRC QUEUE
RECEIVED STARTED CONT
BEGIN MSG FOLLOWUP RESP
EXPECTED ACTUAL COMPLETED
-----
*** ENTER TASK ID ***
LIFE-OF-LOAN: CO-SIGNERS. AUTH.
PROC STOP = 1 NOTICE OF INTENT F/C 162 DAYS PAST PROJECTED LEGAL DATE
LNLT * LOAN TASK LIST *
STATUS TASKID DPT RSP D/S FOLLOWUP EXP/ACTL TITLE
CHPL LARGAL LMI ALL 05/19/10 REGULAR MAIL FINCL PKG
CHPL REFPRT COL ALL 06/18/10 PRINTED FC REFERRAL

```

6 SCRA Review (SCRARV) -

PHH Team Players - Review Military website for Mortgagor Military status If mortgagor is Active - we cannot refer loan We will have to hold the loan If loan is Non Active, save copy of the website screen shot to the vendor folder on the L Drive along with the referral

ZENTA Team Players - Open the SCRARV task PHH Team players will review military status and save screen shot If loan is Active military, PHH Team players will pull the referral from vendor and decline. (Please see below for sample of TSK1 with task setup on loan)

```

TSK SETUP          06/29/11 11:43:16
01/01/11 TYPE F.H.A.  ARM
* TASK MAINTENANCE *
RECEIVED 063011   STARTED 063011   CONT 1 FOR SENDING MSGS
BEGIN MSG 063011   FOLLOWUP      RESP 01
EXPECTED 063011   ACTUAL          COMPLETED
* ADDITIONAL MESSAGES *
PRESS PF14 FOR MEMOS
CHARGE: ZENTA NEEDS FHA PAGE PRINTED FOR FC REFERRAL
PRISTG: PRIVATE STAGING
* LETTER LOG * (MORE)
DATE    LETTER/TASK  VER/DEPT  REQ  DESCRIPTION
T 063011  SCRABV OPEN   COL   537  REVIEW MILITARY STATUS
T 063011  FHDPGE OPEN   COL   537  ZENTA NEEDS FHA PAGE PRINTED
T 063011  PEFLOG OPEN   DLD   537  NEW LOGS REFERRAL
T 063011  RCBTRN OPEN   CSH   537  READ AND CUT RETURN
T 062911  REPRT  CLOSE  COL   539  PRINTED FC REFERRAL
062311  NH LN014     601   MPS   FHA HAMP LETTER      06/29/11

```

State/Vendor List

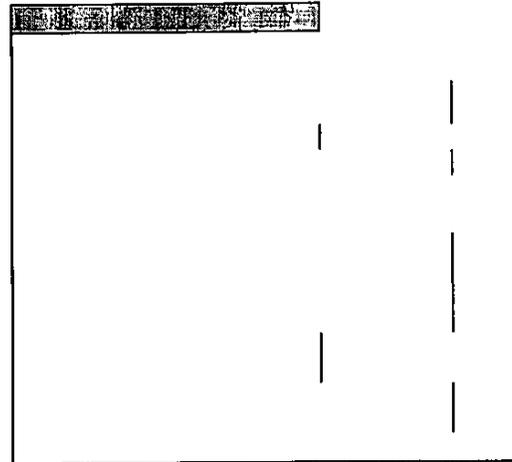
All FNMA and Freddie Mac referrals that would have gone to LPS/Fidelity should now go to LOGS.

All VA, FHA and Private Conventional referrals that now go to LPS/Fidelity will still go to LPS.

State	Abbreviation	Outsource
LASKA	AK	fidelity
ALABAMA	AL	logs
ARIZONA	AZ	fidelity
COLORADO	CO	fidelity
CONNECTICUT	CT	fidelity
DISTRICT OF COLUMBIA	DC	logs
DELAWARE	DE	fidelity
GUAM	GU	fidelity
HAWAII	HI	fidelity
IOWA	IA	fidelity
IDAHO	ID	fidelity
LOUISIANA	LA	fidelity
MASSACHUSETTS	MA	logs
MINNESOTA	MN	logs
MISSISSIPPI	MS	fidelity
MONTANA	MT	fidelity
NORTH DAKOTA	ND	fidelity
NEBRASKA	NE	fidelity

State	Abbreviation	Outsource
ARKANSAS	AR	logs
ILLINOIS	IL	logs
INDIANA	IN	logs
KANSAS	KS	logs
KENTUCKY	KY	stars
MARYLAND	MD	logs
MAINE	ME	logs
MICHIGAN	MI	Logs
MISSOURI	MO	logs
NORTH CAROLINA	NC	LOGS
NEW HAMPSHIRE	NH	logs
NEW YORK	NY	logs
OHIO	OH	stars
OKLAHOMA	OK	logs
OREGON	OR	logs
RHODE ISLAND	RI	logs
TENNESSEE	TN	logs
VIRGINIA	VA	logs

State	Abbreviation	Outsource
CALIFORNIA	CA	stars
FLORIDA	FL	stars
GEORGIA	GA	stars
NEW JERSEY	NJ	stars
PENNSYLVANIA	PA	stars
TEXAS	TX	stars



NEW MEXICO	NM	fidelity
NEVADA	NV	fidelity
Puerto Rico	PR	fidelity
North Carolina	SC	fidelity
North Dakota	SD	fidelity
UTAH	UT	fidelity
Virgin Islands	VI	logs
VERMONT	VT	fidelity
WASHINGTON	WA	fidelity
WISCONSIN	WI	fidelity

Outsourcing/Log	REFLOG
Stars	REFDSG
Fidelity	NEWFCR

WEST VIRGINIA	WV	fidelity
WYOMING	WY	fidelity

I have listed above the VENDOR/STATE list so you are able to determine which vendor the loan should be referred to by state.

Vendor Referral Folders

Once you approve referral you will need to save the referral to the appropriate vendor Folder on the L - drive I have listed the links below When saving the referral you will need to create a new folder for each loan number. The name of the folder needs to be the Loan number and Last name of Mortgagor.

REFLOG Referrals -

L Cross Teams/Servicing/Foreclosure Referral/Logs

REFDSG Referrals -

L Cross Teams/Servicing/Foreclosure Referral/Stars

NEWFCR Referrals -

L.Cross Teams/Servicing/Foreclosure Referral/LPS

EXHIBIT 10A

Supplemental Certification of James D. Scott

NEW JERSEY COMPLAINT CERTIFICATION CHECKLIST

Loan #:
Firm File #
Borrower Name: Herman Munster
NAME OF PLAINTIFF: Mockingbird Lane Mortgage Company

Instructions: THE PURPOSE OF THIS CHECKLIST IS FOR FEIN, SUCH KAHN & SHEPARD TO FILE AN ATTORNEY CERTIFICATION OF DILIGENT INQUIRY ASSERTING THAT THE FIRM HAS COMMUNICATED WITH THE PLAINTIFF OR SERVICER AND CONFIRMED THE ACCURACY OF COMPLAINT THIS IS BASED ON THE AMENDED RULE WHICH BECAME EFFECTIVE ON JUNE 9, 2011.

TO COMPLETE THIS CHECKLIST YOU WILL NEED

- The COMPLAINT
- The NOTE
- The MORTGAGE
- Any and all ASSIGNMENTS OF MORTGAGE

1. Name of checklist reviewer who personally reviewed the complaint:

_____ Dated. _____

TITLE OF REVIEWER: _____

2. JOB DESCRIPTION of checklist reviewer (YOU MUST BE FAMILIAR WITH THE BOOKS AND RECORDS) _____

3. If SERVICER signing this checklist, what is the relationship with Plaintiff? _____

I have confirmed the authority of servicer to act on behalf of Plaintiff (you must check this off)

COMPLAINT

5. Is the Plaintiff (SEE CAPTION) correct according to your company's business records?

- Yes, the plaintiff name matches our records
- No, the plaintiff name does not match our records and should read _____

6. Do(es) the PERSON(S) WHO SIGNED THE NOTE (the obligor) see Paragraph 1 of the Complaint, match your company's business records? (person responsible for payment of the debt)

- Yes, the obligor(s) do match our records.
- No, the obligor(s) do not match our records and should read: _____

7 Does the entity to whom the debt is owed (the obligee)- see paragraph 1 of the Complaint-- match your company's business records?

- Yes, the obligee(s) do match our records
- No, the obligee(s) do not match our records and should read

_____.

8. Does the entity to whom the MORTGAGE is made (the MORTGAGEE) see paragraph 2 of the Complaint --match your company's business records?

- Yes, the mortgagee does match our records.
- No, the mortgagee does not match our records and should read:

_____.

9. Do(es) the persons who signed the MORTGAGE (the mortgagors) see paragraph 2 of the Complaint match your company's business records?

- Yes, the mortgagors match our records
- No, the NAME MISSING IS/ARE: _____.

10. Does the original amount of the Note and Mortgage (see Paragraph 1) match your company's records?

- Yes, the original amount of the note and mortgage matches our records.
- No, the original amount should read. _____

THE MORTGAGE

1 Is the following information regarding the mortgage accurate:

- DATE of the NOTE AND MORTGAGE matches our records
- Recording date of the mortgage matches our company records.
- The book and page numbers of recorded mortgage match our records.
- The county of recording matches our records

If any of the above is incorrect, please note below which item must be corrected: _____.

2 Does the complaint correctly set forth that the mortgage is a purchase money mortgage?

- Not applicable**, this is not a purchase money mortgage
- Yes, this is a purchase money mortgage
- No, the complaint does not correctly set forth purchase money mortgage

DESCRIPTION OF THE PROPERTY- SEE SCHEDULE A TO COMPLAINT

1. Does the "commonly known address" for the property match your company business records?

- Yes, it matches our records.
- No, the "commonly known address" does not match our records and should read: _____.

2. Do the lot and block (and/or) qualifier number match your company's business records?

- Yes, they match our records
- No, they do not match our records and should read: _____.

LOAN MODIFICATION

- NOT APPLICABLE, there is no loan modification according to our company business records
- Yes, there is a loan modification and the terms are properly set forth in the complaint and match our records.
- No, the terms are not accurate accordingly to our records and should be _____.

ASSIGNMENT OF MORTGAGE

Every assignment in the complaint is to be reviewed. If there is incorrect information, indicate which assignment your response is correcting. If there are no assignments, select "N/A"

- N/A - no assignments of record GO TO NEXT SECTION
- Yes, the date of assignment matches our records.
- Yes, the assignor name matches our records
- Yes, the assignee name matches our records
- Yes, the recording date matches our records
- Yes, the book and page numbers match our records.

IF ANY INFORMATION IS INACCURATE, PLEASE CORRECT HERE

NOTICE OF INTENT TO FORECLOSE (NOI)

Do your company's business records show that the NOI was sent to all who signed the NOTE at both the mortgage premises and any alternate mailing address?

Yes, the NOI was sent to everyone who signed the NOTE at the correct addresses as per our records.

No, the NOI was not sent to _____ or at the address _____.

DEFAULT INFORMATION

Does the DEFAULT date match your business records?

Yes, the default date matches our records.

No, the default date does not match our records and should read _____.

I confirm to the best of my information, knowledge, and belief that the foregoing responses are true and correct

(Signature of reviewer)

Dated.
Borrower Name

FEIN, SUCH, KAHN & SHEPARD, P.C.

COUNSELLORS AT LAW

7 CENTURY DRIVE, SUITE 201
PARSIPPANY, NEW JERSEY 07054
(973) 538-9300

FACSIMILE (973) 538-8234

www.feinsuch.com

Dear Sir/Madam:

Here are some guidelines for a Court approved Certification of Amount Due:

1. If you are preparing the Certification on an adjustable rate mortgage, you must set forth each interest rate, number of days and per diem rate.
2. The late charges cannot go past the date the Complaint was filed. If you are preparing the Certification of Proof for an adjustable rate mortgage, you must set forth each different late charge and the months charged at each rate.
3. All advances that you want to recover have to be broken down in the correct category by date and amount of payment. Do not show future advances. You can show advances through the interest good-through date on the Certification only. NOT permitted on this Certification are charges for NSF FEES and BPO/APPRAISALS. ---
4. If you show any advances for "winterization/securing" you must break down each charge by date and specify the amount due for each charge. Example 01/01/2011 lawn maintenance \$20.00. If the property is owner occupied the Court will question your request for these charges and may reject the judgment package

NJ Foreclosure Certification of Proof of Amounts Due Checklist

Loan #:
Firm File #:
Borrower Name: Herman Munster
NAME OF PLAINTIFF: Mockingbird Lane Mortgage Co.

Instructions: THE PURPOSE OF THIS CHECKLIST IS FOR FEIN, SUCH, KAHN & SHEPARD TO FILE AN ATTORNEY CERTIFICATION OF DILIGENT INQUIRY ASSERTING THAT THE FIRM HAS COMMUNICATED WITH THE PLAINTIFF or SERVICER AND CONFIRMED THE ACCURACY OF THE CERTIFICATION OF AMOUNT DUE. THIS IS BASED ON THE AMENDED RULE WHICH BECAME EFFECTIVE ON JUNE 9, 2011

TO COMPLETE THIS CHECKLIST YOU WILL NEED:

- The COMPLAINT
- The NOTE
- The MORTGAGE
- Any and all ASSIGNMENTS OF MORTGAGE
- COMPLETED CERTIFICATION OF AMOUNT DUE

Complete either Simple Interest Loan or Adjustable Rate Loan Section fully. Ensure all checkboxes are checked and information is accurate based on Certification of Amount Due you are reviewing.

1. Name of checklist reviewer who personally reviewed the Certification of

Amount Due: _____ Dated:

2. Job description AND TITLE of checklist reviewer:

ACCOUNT INFORMATION AT TIME OF DEFAULT- REFER TO SCHEDULE A ON CERT OF PROOF

1. Does the principal amount due as of the date of default match your company business records?

Yes, the principal amount due as of the date of default matches our records.

No, the principal amount due as of the date of default does not match our records and should read:

2. Does the date the interest is calculated from match your company business records?
- Yes, the default calculated from date matches our records.
- No, the default calculated from date does not match our records and should read: _____
3. Does the date the interest is calculated to set forth in the certification match your company business records?
- Yes, the date interest is calculated to matches our records.
- No, the date interest is calculated to does not match our records and should read: _____
4. Do the total number of days between the date of default and the date that interest is calculated through set forth in the Certification match your company business records?
- Yes, the total number of days between the date of default and date interest is calculated through matches our records.
- No, the total number of days between the date of default and date interest is calculated through does not match our records and should read _____

SECTION FOR FIXED RATE INTEREST LOANS ONLY

Please note. This section is only to be filled out if this is a FIXED RATE (Simple) Interest Loan

1. Does the per diem match your company business records?
- Yes, the per diem interest rate matches our records
- No, the per diem interest rate does not match our records and should read: _____
2. Does the total accumulated interest TOTAL NUMBER OF DAYS MULTIPLIED BY PER DIEM - based on 365 day calendar year match your company business records?
- Yes, the accumulated interest matches our records.
- No, the accumulated interest does not match our records and should read _____

SECTION FOR ADJUSTABLE RATE MORTGAGES ONLY

Fill out this section if this is an Adjustable Rate Loan

1. Does the per diem interest rate due for each interest rate adjustment period set forth in the cert of proof match your company business records?
 Yes, the per diem interest rates due for each interest rate adjustment period match our records.
 No, the per diem interest rates due for each interest rate adjustment period do not match our records and should read _____

2. Does the total number of days for each adjustment period set forth in the cert of proof match your business records?
 Yes, the total number of days for each interest rate adjustment period matches our records.
 No, the total number of days for each interest rate adjustment period does not match our records and should read: _____

3. Does the total of interest due for each adjustment period match your company business records?
 Yes, the total of interest due for each adjustment period matches our records.
 No, the total of interest due for each adjustment period does not match our records and should read. _____

Advances Advances for more than \$5,000 00 must be itemized in a list with the dates and amounts paid

1. Does the amount of escrow advances set forth in the cert of proof match your company business records?
 Yes, the amount of escrow advances matches our records.
 No, the amount of escrow advances does not match our records and should read: _____

Late Charges can only be included if they are due on or before the date of default, up to and including the month in which the foreclosure complaint is filed

1. Do the monthly late charges set forth in the cert of proof match your company business records?
 Yes, the monthly late charges match our records
 No, the monthly late charges do not match our records and should read: _____

{Signature of Reviewer}

EXHIBIT 10B

Supplemental Certification of James D. Scott

Certification of Diligent Inquiry Regarding Residential Mortgage Foreclosure Complaints

File No.: 1237

Loan No.: 1234

Property Address: TEST CASE ADDRESS, TEST CASE, NJ 07849

Plaintiff: THE BANK OF NEW YORK, AS TRUSTEE FOR BS ALT A 2005-7

Borrower(s):

I, _____, hereby certify as follows:

1. I am an employee of _____.

2. My title is _____

3. My responsibilities are

4. My employer, _____, is

_____ (a) The Plaintiff in the proposed foreclosure complaint regarding the above referenced loan number

_____ (b) The Servicer for the Plaintiff identified in the proposed foreclosure complaint regarding the above referenced loan number, and is authorized to act on behalf of the Plaintiff.

5. I have personally reviewed the proposed complaint, as well as the corresponding debt instrument or note, mortgage and assignments referenced in the proposed complaint, and based on my personal review of the business records kept in the regular course of business by my employer, I confirm that the complaint is accurate as to the following:

_____ (1) the name of the obligor(s), mortgagor(s), obligee(s) and mortgagee(s);

_____ (2) the original amount of the debt secured by the mortgage;

File No.: 1237

Loan No.: 1234

Property Address: TEST CASE ADDRESS, TEST CASE, NJ 07849

Plaintiff: THE BANK OF NEW YORK, AS TRUSTEE FOR BS ALT A 2005-7

Borrower(s):

_____ (3) the dates of execution of the debt instrument, or note, and the mortgage;

_____ (4) the recording date, and the recording book and page numbers of the mortgage;

_____ (5) the county where the mortgage was recorded;

_____ (6) whether the mortgage is a purchase money mortgage;

(Purchase money mortgage means the funds loaned to the borrower were used, at least in part, to assist in purchasing the mortgaged property)

_____ (7) the description of the terms of the debt instrument, note or mortgage that describe the debt and what creates a default, that are included in the proposed complaint,

_____ (8) the default date;

_____ (9) if applicable, the acceleration of the debt's maturity date;

_____ (10) if applicable, any prepayment penalty,

_____ (11) if the plaintiff is not the original lender or original nominee of the lender, the name of the original lender;

_____ (12) if applicable, the assignments identified in the proposed complaint;

_____ (13) if applicable, the description of the mortgaged property in the proposed complaint is the same as the description of the mortgage property included in the mortgage,

File No.: 1237

Loan No.: 1234

Property Address: TEST CASE ADDRESS, TEST CASE, NJ 07849

Plaintiff: THE BANK OF NEW YORK, AS TRUSTEE FOR BS ALT A 2005-7

Borrower(s):

_____ (14) if applicable, the pre-foreclosure notice requirements of the Fair

Foreclosure Act, or other notices required by law, have been met.

I hereby acknowledge that I have personally reviewed this matter with the understanding that the law firm of PHELAN HALLINAN & SCHMIEG, PC. will rely upon the information contained herein in its submissions to the Court. I hereby certify that the foregoing statements are true to the best of my knowledge, information and belief.

Dated.

By

Contact information:

Email Address _____

Phone No. _____

Privileged & Confidential
Attorney-Client Communication | Attorney Work-Product
Phelan Hallinan & Schmieg, PC

**Certification of Diligent Inquiry Regarding Residential Mortgage Foreclosure Documents
and Factual Assertions at Final Judgment/Sale**

File No.:
Loan No.:
Property Address:
Plaintiff:
Borrower(s):
Docket No.:

I, _____, hereby certify as follows:

1. I am an employee of _____

2. My title is _____.

3. My responsibilities are

4. My employer, _____, is

_____ (a) The Plaintiff in the above titled action.

_____ (b) The Servicer for the Plaintiff in the above titled action, and is
authorized to act on behalf of the Plaintiff.

5. I have personally reviewed the following documents and based on business records kept in the regular course of business by my employer, I confirm that the following documents are accurate:

_____ (1) the attached Affidavit of Amount Due,

_____ (2) the attached copy of the debt instrument or note is an original or true copy of the note;

_____ (3) the attached copy of the mortgage is an original or true copy of the mortgage;

Privileged & Confidential
Attorney-Client Communication | Attorney Work-Product
Phelan Hallinan & Schmieg, PC

File No.:
Loan No.:
Property Address:
Plaintiff:
Borrower(s):
Docket No.:

_____ (4) if applicable, the attached copies of assignments are original or true copies
of the assignments relating to the note/mortgage

I hereby acknowledge that I have personally reviewed this matter with the understanding that the law firm of PHELAN HALLINAN & SCHMIEG, PC. will rely upon the information contained herein in its submissions to the Court. I hereby certify that the foregoing statements are true to the best of my knowledge, information and belief.

Dated:

By:

Contact information:

Email Address _____

Phone No. _____

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Attorney-Client Communication | Attorney Work-Product
Phelan Hallinan & Schmieg, PC

EXHIBIT 10C

Supplemental Certification of James D. Scott

Certification and Checklist Pursuant to N.J. Ct R. 4:64-2(d)

File No.:
Loan No.:
Property Address:
Borrowers:

Plaintiff:

Docket Number: F-

I, _____, do hereby certify as follows:

I am employed by [Mortgage Services] at [address] office as a _____. Said company is a mortgage servicing agent for the Plaintiff relative to the subject loan. The Plaintiff has not revoked said mortgage servicing company's authority and, as such, the undersigned is authorized to make and submit the within certification, on behalf of the Plaintiff.

[Mortgage Servicer] maintains records for the subject loan in its capacity as Plaintiff's servicer. As part of my responsibilities with [Mortgage Servicer], I am familiar with the type of records maintained by [Mortgage Servicer] in connection with the subject loan.

The information in this certification is taken from [Mortgage Servicer] business records. I am competent to testify to the matter state herein because I have personal knowledge of [Mortgage Servicer] procedures for creating and maintaining these records. These records are. (a) made at or near the time of the occurrence of the matter recorded by persons with personal knowledge of the information in the business record, or from information transmitted by persons with personal knowledge; (b) kept in the course of [Mortgage Servicer] regularly conducted business activities; and (c) it is the regular practice of [Mortgage Servicer] to make such records.

Specifically, I have reviewed the following documents: (check all that apply and initial each document/pleading to confirm your review)

- ____ True Copy of Note and any/all endorsement or allonges
- ____ True Copy of Mortgage and any/all assignments of mortgage
- ____ Modification(s), if any

____ Certification of Proof of Amount Due in Support of Entry of Final Judgment Certification reviewed for accuracy (check all that apply)

Reviewed the signatures of the affiant and notary (if any) are the true signatures of those individuals and such individuals had the authority to execute the certification
Reviewed the amount due Plaintiff, as set forth in paragraph _____, is consistent with business records

Reviewed the Plaintiff is still the holder of the Note, as set forth in paragraph _____
Reviewed the mortgage and property information set forth in Schedule _____
Reviewed itemization provided of the account, as set forth in the Statement of Amount Due is consistent with the business records

Reviewed itemization provided of the account is consistent with the business records for a second mortgage held on the same property joined in this foreclosure action
(Applies only if Complaint has a Third Count)

Other document or court pleading _____



I hereby acknowledge that I have personally reviewed this matter with the understanding that the law firm of Shapiro & Perez, LLC will rely upon the information contained herein in its submissions to the Court. I hereby certify that the foregoing statements are true to the best of my knowledge, information and belief.

By: _____ Dated: _____

Name: _____

Title: _____

Company Name: _____

Responsibilities: _____

Certification and Checklist Pursuant to N.J. Ct R. 4:64-1(a)(2)

File No.:
Loan No :
Property Address:
Borrowers:
Plaintiff:
Docket Number: F-

I, _____, do hereby certify as follows:

I am employed by [Mortgage Services] at [address] office as a _____ Said company is a mortgage servicing agent for the Plaintiff relative to the subject loan. The Plaintiff has not revoked said mortgage servicing company's authority and, as such, the undersigned is authorized to make and submit the within certification, on behalf of the Plaintiff.

[Mortgage Servicer] maintains records for the subject loan in its capacity as Plaintiff's servicer. As part of my responsibilities with [Mortgage Servicer], I am familiar with the type of records maintained by [Mortgage Servicer] in connection with the subject loan.

The information in this certification is taken from [Mortgage Servicer] business records. I am competent to testify to the matter state herein because I have personal knowledge of [Mortgage Servicer] procedures for creating and maintaining these records. These records are: (a) made at or near the time of the occurrence of the matter recorded by persons with personal knowledge of the information in the business record, or from information transmitted by persons with personal knowledge; (b) kept in the course of [Mortgage Servicer] regularly conducted business activities; and (c) it is the regular practice of [Mortgage Servicer] to make such records

Specifically, I have reviewed the following documents: (check all that apply and initial each document/pleading to confirm your review):

- ____ True Copy of Note and any/all endorsement or allonges
- ____ True Copy of Mortgage and any/all assignments of mortgage
- ____ Modification any/all
- ____ Complaint or Amended Complaint & CIS Form
- ____ Complaint or Amended Complaint & CIS reviewed for accuracy (check all that apply)

- Reviewed names of obligor(s), mortgagor(s), obligee and mortgagee;
- Reviewed amount of debt secured by the mortgage
- Reviewed the Plaintiff is the holder of the Note
- Reviewed dates of the note and mortgage and recording information
- Reviewed dates of all assignments (if any) and recording information
- Reviewed dates of any modifications and recording information
- Reviewed interest rate of the note and whether adjustable or fixed
- Reviewed due date of the obligation
- Reviewed the stated payment amount in the note
- Reviewed monthly late charges
- Reviewed pre-payment penalties in the note (if any)
- Reviewed date of default (Date next installment is due)
- Reviewed whether the mortgage is a purchase money mortgage
- Reviewed property address and tax block and lot references
- Reviewed Notice of Intention to Foreclose was mailed at least 30 days prior to filing of Complaint to all obligors at the property and any mailing address

Reviewed content of Notice of Intention to Foreclosure to confirm the default date, Lender Contact Information, and Reinstatement and/or Payoff Amount (as applicable) and that it was sent to borrower via certified mail at least 30 days prior to filing of complaint

(remove this) Reviewed Possession Date (30 days after the due date of the 1st missed payment)

Reviewed Third Count (if any), accurately provides the information for a second mortgage on this property also held by Plaintiff which is being foreclosed with the first mortgage or recites need for a reformation of Legal Description in Complaint (if necessary).

Reviewed whether this is a residential or commercial mortgage foreclosure

Other document or court pleading _____

I hereby acknowledge that I have personally reviewed this matter with the understanding that the law firm of Shapiro & Perez, LLC will rely upon the information contained herein in its submissions to the Court. I hereby certify that the foregoing statements are true to the best of my knowledge, information and belief.

By: _____ Dated: _____

Name: _____

Title: _____

Company Name: _____

Responsibilities: _____

