

Case No. 19-16355

UNITED STATES COURT OF APPEALS
FOR THE NINTH CIRCUIT

SATICOY BAY LLC SERIES 452 CROCUS HILL,

Plaintiff/Appellant,

v.

GREEN TREE SERVICING, LLC,

Defendant/Appellee.

On Appeal from the United States District Court for the District of Nevada
Case No. 2:15-CV-00977-RFB-CWH
Honorable Richard F. Boulware, II

APPELLANT'S EXCERPTS OF RECORD
VOLUME 2 of 3



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EXHIBIT 1

EXHIBIT 1

pcl-137-35-514-018

20030731
02059 CLARK COUNTY, NEVADA
FRANCES DEANE, RECORDER

RECORDED AT THE REQUEST OF
NORTH AMERICAN TITLE COMPANY

07-31-2003 11:20 DGI

OFFICIAL RECORDS

BOOK/INSTR: 20030731-02059

PAGE COUNT: 17

FEES: 30.00
RPTT: .00

Assessor's Parcel Number: 137-35-514-018

Recording Requested By:
KH FINANCIAL, L.P.

And When Recorded Return To:
KH FINANCIAL, L.P.
8 SUNSET WAY, SUITE 102
HENDERSON, NEVADA 89014
Loan Number: 130895

(17)

[Space Above This Line For Recording Data]

DEED OF TRUST

DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

(A) "Security Instrument" means this document, which is dated JULY 29, 2003, together with all Riders to this document.

(B) "Borrower" is JUNG SUN KIM AND JUNE YOUNG KIM, HUSBAND AND WIFE AS JOINT TENANTS

Borrower is the trustor under this Security Instrument.

(C) "Lender" is KH FINANCIAL, L.P.

Lender is a ILLINOIS CORPORATION organized and existing under the laws of NEVADA

Lender's address is 8 SUNSET WAY, SUITE 102, HENDERSON, NEVADA 89014

Lender is the beneficiary under this Security Instrument.

Borrower Initials: *JS* *JY*

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(D) "Trustee" is NORTH AMERICAN TITLE
4955 S DURANGO DRIVE, LAS VEGAS, NEVADA 89113

(E) "Note" means the promissory note signed by Borrower and dated JULY 29, 2003
The Note states that Borrower owes Lender TWO HUNDRED NINETY-SIX THOUSAND NINE
HUNDRED EIGHTY-FOUR AND 00/100 Dollars (U.S. \$ 296,984.00)
plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later
than AUGUST 1, 2033

(F) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."

(G) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under
the Note, and all sums due under this Security Instrument, plus interest.

(H) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following Riders are
to be executed by Borrower (check box as applicable):

- | | | |
|--|--|---|
| <input type="checkbox"/> Adjustable Rate Rider | <input type="checkbox"/> Condominium Rider | <input type="checkbox"/> Second Home Rider |
| <input type="checkbox"/> Balloon Rider | <input checked="" type="checkbox"/> Planned Unit Development Rider | <input type="checkbox"/> Other(s) [specify] |
| <input type="checkbox"/> 1-4 Family Rider | <input type="checkbox"/> Biweekly Payment Rider | |

(I) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations, ordinances and
administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial
opinions.

(J) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other charges
that are imposed on Borrower or the Property by a condominium association, homeowners association or similar
organization.

(K) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by check, draft,
or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or
magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term
includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by
telephone, wire transfers, and automated clearinghouse transfers.

(L) "Escrow Items" means those items that are described in Section 3.

(M) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any
third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or
destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in
lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.

(N) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on, the Loan.

(O) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the Note,
plus (ii) any amounts under Section 3 of this Security Instrument.

(P) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. §2601 et seq.) and its implementing
regulation, Regulation X (24 C.F.R. Part 3500), as they might be amended from time to time, or any additional or
successor legislation or regulation that governs the same subject matter. As used in this Security Instrument,
"RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan"
even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

(Q) "Successor in Interest of Borrower" means any party that has taken title to the Property, whether or not that
party has assumed Borrower's obligations under the Note and/or this Security Instrument.

Borrower Initials

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until Borrower makes payment to bring the Loan current. If Borrower does not do so within a reasonable period of time, Lender shall either apply such funds or return them to Borrower. If not applied earlier, such funds will be applied to the outstanding principal balance under the Note immediately prior to foreclosure. No offset or claim which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

2. Application of Payments or Proceeds. Except as otherwise described in this Section 2, all payments accepted and applied by Lender shall be applied in the following order of priority: (a) interest due under the Note; (b) principal due under the Note; (c) amounts due under Section 3. Such payments shall be applied to each Periodic Payment in the order in which it became due. Any remaining amounts shall be applied first to late charges, second to any other amounts due under this Security Instrument, and then to reduce the principal balance of the Note.

If Lender receives a payment from Borrower for a delinquent Periodic Payment which includes a sufficient amount to pay any late charge due, the payment may be applied to the delinquent payment and the late charge. If more than one Periodic Payment is outstanding, Lender may apply any payment received from Borrower to the repayment of the Periodic Payments if, and to the extent that, each payment can be paid in full. To the extent that any excess exists after the payment is applied to the full payment of one or more Periodic Payments, such excess may be applied to any late charges due. Voluntary prepayments shall be applied first to any prepayment charges and then as described in the Note.

Any application of payments, insurance proceeds, or Miscellaneous Proceeds to principal due under the Note shall not extend or postpone the due date, or change the amount, of the Periodic Payments.

3. Funds for Escrow Items. Borrower shall pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this Security Instrument as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under Section 5; and (d) Mortgage Insurance premiums, if any, or any sums payable by Borrower to Lender in lieu of the payment of Mortgage Insurance premiums in accordance with the provisions of Section 10. These items are called "Escrow Items." At origination or at any time during the term of the Loan, Lender may require that Community Association Dues, Fees, and Assessments, if any, be escrowed by Borrower, and such dues, fees and assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the phrase "covenant and agreement" is used in Section 9. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then be obligated under Section 9 to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 15 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section 3.

Lender may, at any time, collect and hold Funds in an amount (a) sufficient to permit Lender to apply the Funds at the time specified under RESPA, and (b) not to exceed the maximum amount a lender can require under RESPA. Lender shall estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with Applicable Law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender shall not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and Applicable Law permits Lender to make

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such a charge. Unless an agreement is made in writing or Applicable Law requires interest to be paid on the Funds, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender can agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds as required by RESPA.

If there is a surplus of Funds held in escrow, as defined under RESPA, Lender shall account to Borrower for the excess funds in accordance with RESPA. If there is a shortage of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the shortage in accordance with RESPA, but in no more than 12 monthly payments. If there is a deficiency of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the deficiency in accordance with RESPA, but in no more than 12 monthly payments.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender.

4. **Charges; Liens.** Borrower shall pay all taxes, assessments, charges, fines, and impositions attributable to the Property which can attain priority over this Security Instrument, leasehold payments or ground rents on the Property, if any, and Community Association Dues, Fees, and Assessments, if any. To the extent that these items are Escrow Items, Borrower shall pay them in the manner provided in Section 3.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, but only so long as Borrower is performing such agreement; (b) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which in Lender's opinion operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which can attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Within 10 days of the date on which that notice is given, Borrower shall satisfy the lien or take one or more of the actions set forth above in this Section 4.

Lender may require Borrower to pay a one-time charge for a real estate tax verification and/or reporting service used by Lender in connection with this Loan.

5. **Property Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and any other hazards including, but not limited to, earthquakes and floods, for which Lender requires insurance. This insurance shall be maintained in the amounts (including deductible levels) and for the periods that Lender requires. What Lender requires pursuant to the preceding sentences can change during the term of the Loan. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's right to disapprove Borrower's choice, which right shall not be exercised unreasonably. Lender may require Borrower to pay, in connection with this Loan, either: (a) a one-time charge for flood zone determination, certification and tracking services; or (b) a one-time charge for flood zone determination and certification services and subsequent charges each time remappings or similar changes occur which reasonably might affect such determination or certification. Borrower shall also be responsible for the payment of any fees imposed by the Federal Emergency Management Agency in connection with the review of any flood zone determination resulting from an objection by Borrower.

If Borrower fails to maintain any of the coverages described above, Lender may obtain insurance coverage, at Lender's option and Borrower's expense. Lender is under no obligation to purchase any particular type or amount of coverage. Therefore, such coverage shall cover Lender, but might or might not protect Borrower, Borrower's equity in the Property, or the contents of the Property, against any risk, hazard or liability and might provide greater or lesser coverage than was previously in effect. Borrower acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that Borrower could have obtained. Any amounts disbursed by Lender under this Section 5 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

All insurance policies required by Lender and renewals of such policies shall be subject to Lender's right to disapprove such policies, shall include a standard mortgage clause, and shall name Lender as mortgagee and/or as an

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additional loss payee. Lender shall have the right to hold the policies and renewal certificates. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. If Borrower obtains any form of insurance coverage, not otherwise required by Lender, for damage to, or destruction of, the Property, such policy shall include a standard mortgage clause and shall name Lender as mortgagee and/or as an additional loss payee.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Unless Lender and Borrower otherwise agree in writing, any insurance proceeds, whether or not the underlying insurance was required by Lender, shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such insurance proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such insurance proceeds, Lender shall not be required to pay Borrower any interest or earnings on such proceeds. Fees for public adjusters, or other third parties, retained by Borrower shall not be paid out of the insurance proceeds and shall be the sole obligation of Borrower. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such insurance proceeds shall be applied in the order provided for in Section 2.

If Borrower abandons the Property, Lender may file, negotiate and settle any available insurance claim and related matters. If Borrower does not respond within 30 days to a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may negotiate and settle the claim. The 30-day period will begin when the notice is given. In either event, or if Lender acquires the Property under Section 22 or otherwise, Borrower hereby assigns to Lender (a) Borrower's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Note or this Security Instrument, and (b) any other of Borrower's rights (other than the right to any refund of unearned premiums paid by Borrower) under all insurance policies covering the Property, insofar as such rights are applicable to the coverage of the Property. Lender may use the insurance proceeds either to repair or restore the Property or to pay amounts unpaid under the Note or this Security Instrument, whether or not then due.

6. **Occupancy.** Borrower shall occupy, establish, and use the Property as Borrower's principal residence within 60 days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control.

7. **Preservation, Maintenance and Protection of the Property; Inspections.** Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate or commit waste on the Property. Whether or not Borrower is residing in the Property, Borrower shall maintain the Property in order to prevent the Property from deteriorating or decreasing in value due to its condition. Unless it is determined pursuant to Section 5 that repair or restoration is not economically feasible, Borrower shall promptly repair the Property if damaged to avoid further deterioration or damage. If insurance or condemnation proceeds are paid in connection with damage to, or the taking of, the Property, Borrower shall be responsible for repairing or restoring the Property only if Lender has released proceeds for such purposes. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower is not relieved of Borrower's obligation for the completion of such repair or restoration.

Lender or its agent may make reasonable entries upon and inspections of the Property. If it has reasonable cause, Lender may inspect the interior of the improvements on the Property. Lender shall give Borrower notice at the time of or prior to such an interior inspection specifying such reasonable cause.

8. **Borrower's Loan Application.** Borrower shall be in default if, during the Loan application process, Borrower or any persons or entities acting at the direction of Borrower or with Borrower's knowledge or consent gave materially false, misleading, or inaccurate information or statements to Lender (or failed to provide Lender with

Borrower Initials: _____

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as provided in Section 19, by causing the action or proceeding to be dismissed with a ruling that, in Lender's judgment, precludes forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. The proceeds of any award or claim for damages that are attributable to the impairment of Lender's interest in the Property are hereby assigned and shall be paid to Lender.

All Miscellaneous Proceeds that are not applied to restoration or repair of the Property shall be applied in the order provided for in Section 2.

12. **Borrower Not Released; Forbearance By Lender Not a Waiver.** Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to Borrower or any Successor in Interest of Borrower shall not operate to release the liability of Borrower or any Successors in Interest of Borrower. Lender shall not be required to commence proceedings against any Successor in Interest of Borrower or to refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or any Successors in Interest of Borrower. Any forbearance by Lender in exercising any right or remedy including, without limitation, Lender's acceptance of payments from third persons, entitles or Successors in Interest of Borrower or in amounts less than the amount then due, shall not be a waiver of or preclude the exercise of any right or remedy.

13. **Joint and Several Liability; Co-signers; Successors and Assigns Bound.** Borrower covenants and agrees that Borrower's obligations and liability shall be joint and several. However, any Borrower who co-signs this Security Instrument but does not execute the Note (a "co-signer"): (a) is co-signing this Security Instrument only to mortgage, grant and convey the co-signer's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower can agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without the co-signer's consent.

Subject to the provisions of Section 18, any Successor in Interest of Borrower who assumes Borrower's obligations under this Security Instrument in writing, and is approved by Lender, shall obtain all of Borrower's rights and benefits under this Security Instrument. Borrower shall not be released from Borrower's obligations and liability under this Security Instrument unless Lender agrees to such release in writing. The covenants and agreements of this Security Instrument shall bind (except as provided in Section 20) and benefit the successors and assigns of Lender.

14. **Loan Charges.** Lender may charge Borrower fees for services performed in connection with Borrower's default, for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument, including, but not limited to, attorneys' fees, property inspection and valuation fees. In regard to any other fees, the absence of express authority in this Security Instrument to charge a specific fee to Borrower shall not be construed as a prohibition on the charging of such fee. Lender may not charge fees that are expressly prohibited by this Security Instrument or by Applicable Law.

If the Loan is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the Loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge (whether or not a prepayment charge is provided for under the Note). Borrower's acceptance of any such refund made by direct payment to Borrower will constitute a waiver of any right of action Borrower might have arising out of such overcharge.

15. **Notices.** All notices given by Borrower or Lender in connection with this Security Instrument must be in writing. Any notice to Borrower in connection with this Security Instrument shall be deemed to have been given to Borrower when mailed by first class mail or when actually delivered to Borrower's notice address if sent by other means. Notice to any one Borrower shall constitute notice to all Borrowers unless Applicable Law expressly requires otherwise. The notice address shall be the Property Address unless Borrower has designated a substitute notice address by notice to Lender. Borrower shall promptly notify Lender of Borrower's change of address. If Lender specifies a procedure for reporting Borrower's change of address, then Borrower shall only report a change of address through that specified procedure. There may be only one designated notice address under this Security Instrument at any one time. Any notice to Lender shall be given by delivering it or by mailing it by first class mail to Lender's

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address stated herein unless Lender has designated another address by notice to Borrower. Any notice in connection with this Security Instrument shall not be deemed to have been given to Lender until actually received by Lender. If any notice required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

16. **Governing Law; Severability; Rules of Construction.** This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of Applicable Law. Applicable Law might explicitly or implicitly allow the parties to agree by contract or it might be silent, but such silence shall not be construed as a prohibition against agreement by contract. In the event that any provision or clause of this Security Instrument or the Note conflicts with Applicable Law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision.

As used in this Security Instrument: (a) words of the masculine gender shall mean and include corresponding neuter words or words of the feminine gender; (b) words in the singular shall mean and include the plural and vice versa; and (c) the word "may" gives sole discretion without any obligation to take any action.

17. **Borrower's Copy.** Borrower shall be given one copy of the Note and of this Security Instrument.

18. **Transfer of the Property or a Beneficial Interest in Borrower.** As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

19. **Borrower's Right to Reinstate After Acceleration.** If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of: (a) five days before sale of the Property pursuant to any power of sale contained in this Security Instrument; (b) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate; or (c) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees, property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument; and (d) takes such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue unchanged. Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity; or (d) Electronic Funds Transfer. Upon reinstatement by Borrower, this Security Instrument and obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Section 18.

20. **Sale of Note; Change of Loan Servicer; Notice of Grievance.** The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Borrower. A sale might result in a change in the entity (known as the "Loan Servicer") that collects Periodic Payments due under the Note and this Security Instrument and performs other mortgage loan servicing obligations under the Note, this Security Instrument, and Applicable Law. There also might be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change which will

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state the name and address of the new Loan Servicer, the address to which payments should be made and any other information RESPA requires in connection with a notice of transfer of servicing. If the Note is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser.

Neither Borrower nor Lender may commence, join, or be joined to any judicial action (as either an individual litigant or the member of a class) that arises from the other party's actions pursuant to this Security Instrument or that alleges that the other party has breached any provision of, or any duty owed by reason of, this Security Instrument, until such Borrower or Lender has notified the other party (with such notice given in compliance with the requirements of Section 15) of such alleged breach and afforded the other party hereto a reasonable period after the giving of such notice to take corrective action. If Applicable Law provides a time period which must elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this paragraph. The notice of acceleration and opportunity to cure given to Borrower pursuant to Section 22 and the notice of acceleration given to Borrower pursuant to Section 18 shall be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 20.

21. Hazardous Substances. As used in this Section 21: (a) "Hazardous Substances" are those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials; (b) "Environmental Law" means federal laws and laws of the Jurisdiction where the Property is located that relate to health, safety or environmental protection; (c) "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Law; and (d) an "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.

Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances, or threaten to release any Hazardous Substances, on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property (a) that is in violation of any Environmental Law, (b) which creates an Environmental Condition, or (c) which, due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects the value of the Property. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property (including, but not limited to, hazardous substances in consumer products).

Borrower shall promptly give Lender written notice of (a) any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge, (b) any Environmental Condition, including but not limited to, any spilling, leaking, discharge, release or threat of release of any Hazardous Substance, and (c) any condition caused by the presence, use or release of a Hazardous Substance which adversely affects the value of the Property. If Borrower learns, or is notified by any governmental or regulatory authority, or any private party, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law. Nothing herein shall create any obligation on Lender for an Environmental Cleanup.

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

22. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Section 18 unless Applicable Law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the non-existence of a default or any other defense of Borrower to acceleration and sale. If the default is not cured on or before the date specified in the notice, Lender at its option, and without further Borrower Initials: _____

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demand, may invoke the power of sale, including the right to accelerate full payment of the Note, and any other remedies permitted by Applicable Law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 22, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

If Lender invokes the power of sale, Lender shall execute or cause Trustee to execute written notice of the occurrence of an event of default and of Lenders' election to cause the Property to be sold, and shall cause such notice to be recorded in each county in which any part of the Property is located. Lender shall mail copies of the notice as prescribed by Applicable Law to Borrower and to the persons prescribed by Applicable Law. Trustee shall give public notice of sale to the persons and in the manner prescribed by Applicable Law. After the time required by Applicable Law, Trustee, without demand on Borrower, shall sell the Property at public auction to the highest bidder at the time and place and under the terms designated in the notice of sale in one or more parcels and in any order Trustee determines. Trustee may postpone sale of all or any parcel of the Property by public announcement at the time and place of any previously scheduled sale. Lender or its designee may purchase the Property at any sale.

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

23. Reconveyance. Upon payment of all sums secured by this Security Instrument, Lender shall request Trustee to reconvey the Property and shall surrender this Security Instrument and all notes evidencing debt secured by this Security Instrument to Trustee. Trustee shall reconvey the Property without warranty to the person or persons legally entitled to it. Such person or persons shall pay any recordation costs. Lender may charge such person or persons a fee for reconveying the Property, but only if the fee is paid to a third party (such as the Trustee) for services rendered and the charging of the fee is permitted under Applicable Law.

24. Substitute Trustee. Lender at its option, may from time to time remove Trustee and appoint a successor trustee to any Trustee appointed hereunder. Without conveyance of the Property, the successor trustee shall succeed to all the title, power and duties conferred upon Trustee herein and by Applicable Law.

25. Assumption Fee. If there is an assumption of this loan, Lender may charge an assumption fee of U.S. \$ 5,000.

Borrower Initials. _____

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BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any Rider executed by Borrower and recorded with it.



(Seal)
-Borrower
JUNG SUN KIM



(Seal)
-Borrower
JUNG YOUNG KIM

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

Witness:

Witness:

20030731
02059

[Space Below This Line For Acknowledgment]

State of Nevada
County of CLARK

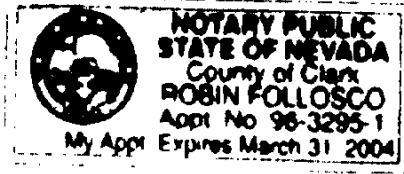
This instrument was acknowledged before me on
JUNG SUN KIM, JUNE YOUNG KIM

July 30, 2003

by

[Handwritten Signature]

Notary Public



(Seal)

My commission expires: *3 31 04*

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EXHIBIT "A"

PARCEL ONE (1):

LOT 78 IN BLOCK 5 OF FINAL MAP OF SAN MARCOS - UNIT TWO, (A COMMON INTEREST COMMUNITY) AS SHOWN BY MAP THEREOF ON FILE IN BOOK 105 OF PLATS, PAGE 62, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA.

PARCEL TWO (2):

A NON-EXCLUSIVE EASEMENT FOR ACCESS, INGRESS, EGRESS AND USE OF, IN TO AND OVER THE ASSOCIATION PROPERTY AS PROVIDED FOR IN AND SUBJECT TO THAT CERTAIN DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS AND RESERVATION OF EASEMENTS FOR SAN MARCOS AT SUMMERLIN.

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Loan Number: 130895

PLANNED UNIT DEVELOPMENT RIDER

THIS PLANNED UNIT DEVELOPMENT RIDER is made this 29th day of JULY 2003, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") of the same date, given by the undersigned (the "Borrower") to secure Borrower's Note to KH FINANCIAL, L.P.

(the "Lender") of the same date and covering the Property described in the Security Instrument and located at:

452 CROCUS HILL STREET, LAS VEGAS, NEVADA 89138
(Property Address)

The Property includes, but is not limited to, a parcel of land improved with a dwelling, together with other such parcels and certain common areas and facilities, as described in COVENANTS, CONDITIONS AND RESTRICTIONS OF RECORD

(the "Declaration"). The Property is a part of a planned unit development known as

SAN MARCOS
(Name of Planned Unit Development)

(the "PUD"). The Property also includes Borrower's interest in the homeowners association or equivalent entity owning or managing the common areas and facilities of the PUD (the "Owners Association") and the uses, benefits and proceeds of Borrower's interest.

PUD COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A. PUD Obligations. Borrower shall perform all of Borrower's obligations under the PUD's Constituent Documents. The "Constituent Documents" are the (i) Declaration; (ii) articles of incorporation, trust instrument or any equivalent document which creates the Owners Association; and (iii) any by-laws or other rules or regulations of the Owners Association. Borrower shall promptly pay, when due, all dues and assessments imposed pursuant to the Constituent Documents.

B. Property Insurance. So long as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy insuring the Property which is satisfactory to Lender and which provides insurance coverage in the amounts (including deductible levels), for the periods, and against loss by fire, hazards included within the term "extended coverage," and any other hazards, including, but not limited to, earthquakes and floods, for which Lender requires insurance, then: (i) Lender waives the provision in Section 3 for the Periodic Payment to Lender of the yearly premium installments for property insurance on the Property; and (ii) Borrower's obligation under Section 5 to maintain property insurance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Owners Association policy.

Borrower Initials: JL H

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What Lender requires as a condition of this waiver can change during the term of the loan.

Borrower shall give Lender prompt notice of any lapse in required property insurance coverage provided by the master or blanket policy.

In the event of a distribution of property insurance proceeds in lieu of restoration or repair following a loss to the Property, or to common areas and facilities of the PUD, any proceeds payable to Borrower are hereby assigned and shall be paid to Lender. Lender shall apply the proceeds to the sums secured by the Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

C. Public Liability Insurance. Borrower shall take such actions as may be reasonable to insure that the Owners Association maintains a public liability insurance policy acceptable in form, amount, and extent of coverage to Lender.

D. Condemnation. The proceeds of any award or claim for damages, direct or consequential, payable to Borrower in connection with any condemnation or other taking of all or any part of the Property or the common areas and facilities of the PUD, or for any conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. Such proceeds shall be applied by Lender to the sums secured by the Security Instrument as provided in Section 11.

E. Lender's Prior Consent. Borrower shall not, except after notice to Lender and with Lender's prior written consent, either partition or subdivide the Property or consent to: (i) the abandonment or termination of the PUD, except for abandonment or termination required by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain; (ii) any amendment to any provision of the "Constituent Documents" if the provision is for the express benefit of Lender; (iii) termination of professional management and assumption of self-management of the Owners Association; or (iv) any action which would have the effect of rendering the public liability insurance coverage maintained by the Owners Association unacceptable to Lender.

F. Remedies. If Borrower does not pay PUD dues and assessments when due, then Lender may pay them. Any amounts disbursed by Lender under this paragraph F shall become additional debt of Borrower secured by the Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this PUD Rider.



JUNG SUN KIM (Seal)
-Borrower



JUNE YOUNG KIM (Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

EXHIBIT 2

EXHIBIT 2

Inst #: 201108250004731
Fees: \$14.00
N/C Fee: \$0.00
08/25/2011 02:43:26 PM
Receipt #: 892340
Requestor:
LSI TITLE AGENCY INC.
Recorded By: MSH Pgs: 1
DEBBIE CONWAY
CLARK COUNTY RECORDER

RECORDING REQUESTED BY:
RECONTRUST COMPANY, N.A.
AND WHEN RECORDED MAIL DOCUMENT TO:
Bank of America, N.A.
400 National way SIMI VALLEY, CA 93065

TS No. 08-0116572
TITLE ORDER#: 080162830NVGTI
APN 137-35-514-018

CORPORATION ASSIGNMENT OF DEED OF TRUST NEVADA

FOR VALUE RECEIVED, THE UNDERSIGNED HEREBY GRANTS, ASSIGNS AND TRANSFER TO:
**BANK OF AMERICA, N.A., SUCCESSOR BY MERGER TO BAC HOME LOANS SERVICING,
LP FKA COUNTRYWIDE HOME LOANS SERVICING LP**

ALL BENEFICIAL INTEREST UNDER THAT CERTAIN DEED OF TRUST DATED 07/29/2003,
EXECUTED BY: JUNG SUN KIM AND JUNE YOUNG KIM, HUSBAND AND WIFE AS JOINT
TENANTS, TRUSTOR: TO NORTH AMERICAN TITLE, TRUSTEE AND RECORDED AS
INSTRUMENT NO. 2003073102059 ON 07/31/2003, OF OFFICIAL RECORDS IN THE COUNTY
RECORDER'S OFFICE OF CLARK COUNTY, IN THE STATE OF NEVADA.

DESCRIBING THE LAND THEREIN: AS MORE FULLY DESCRIBED IN SAID DEED OF TRUST.

TOGETHER WITH THE NOTE OR NOTES THEREIN DESCRIBED OR REFERRED TO, THE
MONEY DUE AND TO BECOME DUE THEREON WITH INTEREST, AND ALL RIGHTS
ACCRUED OR TO ACCRUE UNDER SAID DEED OF TRUST/MORTGAGE.

DATED: August 22, 2011

KH FINANCIAL, L.P.

State of: TEXAS
County of: TARRANT

BY: Laura Dalley 8/22/11
Laura Dalley AVP

AUG 22 2011
On AVP before me Elsie E. Kroussakis, personally appeared Laura Dalley
AVP, known to me (or proved to me on the oath of _____ or through
EDD) to be the person whose name is subscribed to the foregoing instrument and
acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.
Witness my hand and official seal.

Elsie E. Kroussakis
Notary Public's Signature



EXHIBIT 3

EXHIBIT 3

Inst #: 201308280000882

Fees: \$18.00

N/C Fee: \$0.00

08/28/2013 09:36:46 AM

Receipt #: 1749963

Requestor:

DOCUMENT PROCESSING SOLUTIONS

Recorded By: ANI Pgs: 2

DEBBIE CONWAY

CLARK COUNTY RECORDER

2

Recording Requested By:
Bank of America
Prepared By: **Noor Sadruddin**

When recorded mail to:
CoreLogic
Mail Stop: ASGN
1 CoreLogic Drive
Westlake, TX 76262-9823



DocID# 8783018160410671

Tax ID: 137-35-514-018

Property Address:

452 Crocus Hill Street

Las Vegas, NV 89138-1552

NV-ADT 25505264 6/10/2013 GT0531A

742-3758

32

This space for Recorder's use

68850800

ASSIGNMENT OF DEED OF TRUST

For Value Received, the undersigned holder of a Deed of Trust (herein "Assignor") whose address is **1800 TAPO CANYON ROAD, SIMI VALLEY, CA 93063** does hereby grant, sell, assign, transfer and convey unto **GREEN TREE SERVICING LLC** whose address is **7360 S. KYRENE ROAD, TEMPE, AZ 85283** all beneficial interest under that certain Deed of Trust described below together with the note(s) and obligations therein described and the money due and to become due thereon with interest and all rights accrued or to accrue under said Deed of Trust.

Original Lender: **KH FINANCIAL, L.P.**

Made By: **JUNG SUN KIM AND JUNE YOUNG KIM, HUSBAND AND WIFE AS JOINT TENANTS**

Trustee: **NORTH AMERICAN TITLE**

Date of Deed of Trust: **7/29/2003** Original Loan Amount: **\$296,984.00**

Recorded in **Clark County, NV** on: **7/31/2003**, book **N/A**, page **N/A** and instrument number **20030731-02059**

I the undersigned hereby affirm that this document submitted for recording does not contain the social security number of any person or persons.

IN WITNESS WHEREOF, the undersigned has caused this Assignment of Deed of Trust to be executed on

6/10/13

Bank of America, N.A., successor by merger to BAC Home Loans Servicing, LP, fka Countrywide Home Loans Servicing LP

By:

Cameron P Fowler

Assistant Vice President

State of TX, County of Dallas

On 6-10-13, before me, Annie Gainwell Moulton, a Notary Public, personally appeared Cameron P. Fowler, **Assistant Vice President** of Bank of America, N.A., successor by merger to BAC Home Loans Servicing, LP, fka Countrywide Home Loans Servicing LP personally known to me to be the person(s) whose name(s) is subscribed to the within document and acknowledged to me that he she/they executed the same in his her/their authorized capacity(ies), and that by his her/their signature(s) on the document the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

Witness my hand and official seal.

Annie Gainwell Moulton
Notary Public: Annie Gainwell Moulton
My Commission Expires: 2-6-2016

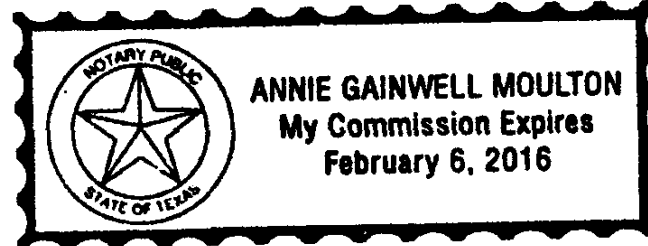


EXHIBIT 4

EXHIBIT 4

31

When recorded mail to and
Mail Tax Statements to:
Saticoy Bay LLC Series 452 Crocus Hill
900 S Las Vegas Blvd., Ste 810
Las Vegas, NV 89101

Inst #: 20141113-0000023
Fees: \$18.00 N/C Fee: \$0.00
RPTT: \$1254.60 Ex: #
11/13/2014 08:02:32 AM
Receipt #: 2218425
Requestor:
ASSESSMENT MANAGEMENT SER
Recorded By: RYUD Pgs: 3
DEBBIE CONWAY
CLARK COUNTY RECORDER

APN#: 137-35-514-018

Trustee Sale No. AMS1100-114384

TRUSTEE'S DEED UPON SALE

The Grantee (Buyer) herein was not the Foreclosing Beneficiary: **Saticoy Bay LLC Series 452 Crocus Hill**
The amount of unpaid debt together with costs (Real Property Transfer Tax Value): **\$12,996.18**
The amount paid by the Grantee (Buyer) at the Trustee's Sale: **\$160,100.00**
The Documentary Transfer Tax: **\$1,254.60**
Property address: **452 Crocus Hill Street Las Vegas NV 89138**
Said property is the [] unincorporated area: **City of Las Vegas**
Trutor (Former Owner that was foreclosed on): **Jung & June Kim**

Terra West Collections Group LLC d/b/a Assessment Management Services, as the duly appointed Trustee under that certain Notice of Delinquent Assessment Lien, recorded June 21, 2013 as Instrument/Book Number 201306210001487 in the Official Records in the office of the County Recorder, Clark County, Nevada, do hereby grant, without warranty expressed or implied to **Saticoy Bay LLC Series 452 Crocus Hill** (Grantee), all its right, title and interest in the property legally described as:

SAN MARCOS-UNIT 2 PLAT BOOK 105 PAGE 62 LOT 78 BLOCK 5

TRUSTEE STATES THAT:

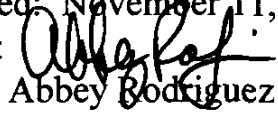
This conveyance is made pursuant to the powers conferred upon Trustee by NRS 116 *et seq.*, the SAN MARCOS AT SUMMERLIN HOMEOWNERS ASSOCIATION governing documents (CC&R's) and that certain Notice of Delinquent Assessment Lien, described herein. Default occurred as set forth in a Notice of Default and Election to Sell, recorded February 20, 2014 as Instrument/Book Number 201402200002817 which was recorded in the office of the recorder of said county.

All requirements of law including, but not limited to, the mailing of the Notice of Delinquent Assessment Lien, the recording of the Notice of Default and Election to Sell, the elapsing of the 90 days, and the giving of notice of sale through mailing, posting, publication and/or personal delivery of the Notice of Sale, have been complied with.

Said property was sold by said Trustee at public auction on 10/30/2014 at the place indicated on the Notice of Sale.

Dated: November 11, 2014

BY:



Abbey Rodriguez

Assessment Management Services as agent for
SAN MARCOS AT SUMMERLIN
HOMEOWNERS ASSOCIATION

STATE OF NEVADA COUNTY OF CLARK)

On November 11, 2014, before me, Marina Arcos, personally appeared ****Abbey Rodriguez****, who is personally known to me, or who has provided satisfactory evidence of identification, to be the person subscribed to the within instrument and acknowledged the instrument before me.

Subscribed and sworn to before
me on this day, November 11, 2014.

By :

Marina Arcos, Notary Public

**STATE OF NEVADA
DECLARATION OF VALUE**

1. Assessor Parcel Number(s)

- a. 137-35-514-018
- b. _____
- c. _____
- d. _____

2. Type of Property:

- | | |
|--|---|
| a. <input type="checkbox"/> Vacant Land | b. <input checked="" type="checkbox"/> Single Fam. Res. |
| c. <input type="checkbox"/> Condo/Twnhse | d. <input type="checkbox"/> 2-4 Plex |
| e. <input type="checkbox"/> Apt. Bldg | f. <input type="checkbox"/> Comm'l/Ind'l |
| g. <input type="checkbox"/> Agricultural | h. <input type="checkbox"/> Mobile Home |
| <input type="checkbox"/> Other | |

FOR RECORDERS OPTIONAL USE ONLY	
Book _____	Page: _____
Date of Recording: _____	
Notes: _____	

- 3.a. Total Value/Sales Price of Property \$ 160,100.00
- b. Deed in Lieu of Foreclosure Only (value of property (_____))
- c. Transfer Tax Value: \$ 245,906.00
- d. Real Property Transfer Tax Due \$ 1,254.60

4. **If Exemption Claimed:**

- a. Transfer Tax Exemption per NRS 375.090, Section _____
- b. Explain Reason for Exemption: _____

5. Partial Interest: Percentage being transferred: 100 %

The undersigned declares and acknowledges, under penalty of perjury, pursuant to NRS 375.060 and NRS 375.110, that the information provided is correct to the best of their information and belief, and can be supported by documentation if called upon to substantiate the information provided herein. Furthermore, the parties agree that disallowance of any claimed exemption, or other determination of additional tax due, may result in a penalty of 10% of the tax due plus interest at 1% per month. Pursuant to NRS 375.030, the Buyer and Seller shall be jointly and severally liable for any additional amount owed.

Signature *Abley Ref.* Capacity: Agent

Signature _____ Capacity: _____

SELLER (GRANTOR) INFORMATION
(REQUIRED)

Print Name: Assessment Management Services
 Address: 6655 S Cimarron Rd., Ste 201
 City: Las Vegas
 State: NV Zip: 89113

BUYER (GRANTEE) INFORMATION
(REQUIRED)

Print Name: Saticoy Bay LLC Series 452 *Crocus Hill*
 Address: 900 S Las Vegas Blvd., Ste 810
 City: Las Vegas
 State: NV Zip: 89101

COMPANY/PERSON REQUESTING RECORDING (Required if not seller or buyer)

Print Name: Assessment Management Services
 Address: 6655 S Cimarron Rd., Ste 201
 City: Las Vegas

Escrow # N/A
 State: NV Zip: 89113

AS A PUBLIC RECORD THIS FORM MAY BE RECORDED/MICROFILMED

EXHIBIT 5

EXHIBIT 5

Inst #: 20141204-0003408

Fees: \$223.00

N/C Fee: \$25.00

12/04/2014 02:12:20 PM

Receipt #: 2240784

Requestor:

FIRST AMERICAN NATIONAL DEF

Recorded By: MAT Pgs: 7

DEBBIE CONWAY

CLARK COUNTY RECORDER

APN No.(s): 137-35-514-018

Recording requested by:

When recorded mail to:
Quality Loan Service Corporation
411 Ivy Street
San Diego, CA 92101
619-645-7711

TS No.: NV-12-534026-VF

Space above this line for recorders use only

Order No.: 7423758

Property Address: 452 CROCUS HILL STREET, LAS VEGAS, NV 89138

It is hereby affirmed that this document submitted for recording does not contain the social security number of any person or persons. (Per NRS 239B.030).

Notice of Breach and Default and of Election to Cause Sale of Real Property under Deed of Trust

NOTICE IS HEREBY GIVEN: That **Quality Loan Service Corporation** is either the original trustee or the duly appointed substituted trustee under a Deed of Trust dated **7/29/2003**, executed by **JUNG SUN KIM AND JUNE YOUNG KIM, HUSBAND AND WIFE AS JOINT TENANTS**, as Trustor, to secure certain obligations in favor of **KH FINANCIAL, L.P.**, as beneficiary, recorded **7/31/2003**, as **Instrument No. 20030731-02059**, of Official Records in the Office of the Recorder of **CLARK County, Nevada** securing, among other obligations including **1 NOTE(S) FOR THE ORIGINAL** sum of **\$296,984.00**, that the beneficial interest under such Deed of Trust and the obligations secured thereby are presently held by the beneficiary; that a breach of, and default in, the obligations for which such Deed of Trust is security has occurred in that payment has not been made of:

The installments of principal and interest which became due on 12/1/2007, and all subsequent installments of principal and interest through the date of this Notice, plus amounts that are due for late charges, delinquent property taxes, insurance premiums, advances made on senior liens, taxes and/or insurance, trustee's fees, and any attorney fees and court costs arising from or associated with the beneficiaries efforts to protect and preserve its security, all of which must be paid as a condition of reinstatement, including all sums that shall accrue through reinstatement or pay-off. This amount owed will increase until your account becomes current. Nothing in this notice shall be construed as a waiver of any fees owing to the Beneficiary under the Deed of Trust pursuant to the terms of the loan documents.

The present Beneficiary under such Deed of Trust has declared and does hereby declare all sums secured thereby immediately due and payable and has elected and does hereby elect to cause the trust property to be sold to satisfy the obligations secured thereby.

TS No.: **NV-12-534026-VF**
Notice of Default

NOTICE

You may have the right to cure the default hereon and reinstate the one obligation secured by such Deed of Trust above described. Section NRS 107.080 permits certain defaults to be cured upon the payment of the amounts required by that statutory section without requiring payment of that portion of principal and interest which would not be due had no default occurred. As to owner occupied property, where reinstatement is possible, the time to reinstate may be extended to 5 days before the date of sale pursuant to NRS 107.080. The Trustor may have the right to bring a court action to assert the nonexistence of a default or any other defense of Trustor to acceleration and sale.

For information relating to the foreclosure status of the property and/or to determine if a reinstatement is possible and the amount, if any, to cure the default, please contact:

Green Tree Servicing LLC
c/o Quality Loan Service Corporation
411 Ivy Street
San Diego, CA 92101
619-645-7711

To reach a Loss Mitigation Representative who is authorized to negotiate a loan modification, please contact:

Green Tree Servicing LLC
Contact: Michael Jansen
Department: Loss Mitigation Department
Toll Free: 800-352-7751

You may wish to consult a credit-counseling agency to assist you. The following are two local counseling agencies approved by the Department of Housing and Urban Development (HUD): Nevada Legal Services, Inc., 877-693-2163, <http://www.nlslaw.net>; and Southern Nevada Regional Housing Authority, 702-922-6900, <http://www.snrha.org>. HUD can provide you with the names and addresses of additional local counseling agencies if you call HUD's toll-free telephone number: 800-569-4287. Additional information may also be found on HUD's website: <http://portal.hud.gov/portal/page/portal/HUD/localoffices>.

If you have any questions, you should contact a lawyer or the governmental agency which may have insured your loan. Notwithstanding the fact that your property is in foreclosure, you may offer your property for sale provided the sale is concluded prior to the conclusion of the foreclosure.

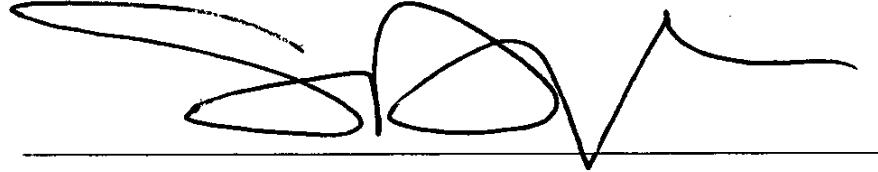
As required by law, you are hereby notified that a negative credit report reflecting on your credit record may be submitted to a credit report agency if you fail to fulfill the terms of your credit obligations.

QUALITY MAY BE CONSIDERED A DEBT COLLECTOR ATTEMPTING TO COLLECT A DEBT AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

TS No.: NV-12-534026-VF
Notice of Default

Dated: DEC 01 2014

Quality Loan Service Corporation, as Trustee



By: Silver De Vera, Assistant Secretary

State of: California)

) ss.

County of: San Diego)

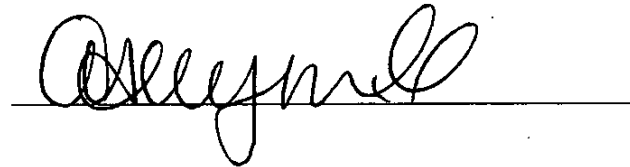
Ashley Maxwell

On DEC 01 2014 before me, _____ a notary public,
personally appeared Silver De Vera, who proved to me on the basis of
satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and
acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and
that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the
person(s) acted, executed the instrument.

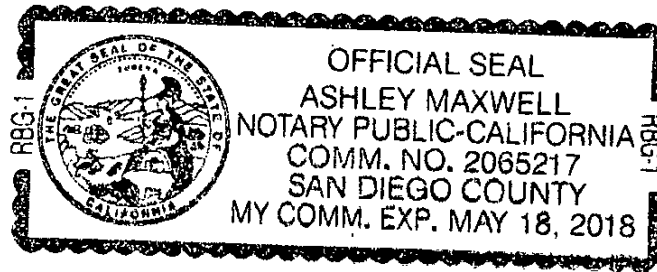
I certify under *PENALTY OF PERJURY* under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

(Seal)



Ashley Maxwell



5. The full name and business address of the current holder of the note secured by the Deed of Trust is:

Green Tree Servicing LLC	600 Landmark Towers, 345 St. Peter Street, St. Paul, MN 55102
Full Name	Street, City, State, Zip

6. The full name and business address of the current beneficiary of record of the Deed of Trust is:

Green Tree Servicing LLC	600 Landmark Towers, 345 St. Peter Street, St. Paul, MN 55102
Full Name	Street, City, State, Zip

7. The full name and business address of the current servicer of the obligation or debt secured by the Deed of Trust is:

Green Tree Servicing LLC	600 Landmark Towers, 345 St. Peter Street, St. Paul, MN 55102
Full Name	Street, City, State, Zip

8. The beneficiary, its successor in interest, or the trustee of the Deed of Trust has: (I) actual or constructive possession of the note secured by the Deed of Trust; and/or (II) is entitled to enforce the obligation or debt secured by the Deed of Trust. If the latter is applicable and the obligation or debt is an "instrument," as defined in NRS § 104.3103(2), the beneficiary, successor in interest to the beneficiary, or trustee entitled to enforce the obligation or debt is either: (1) the holder of the instrument constituting the obligation or debt; (2) a nonholder in possession of the instrument who has the rights of the holder; or (3) a person not in possession of the instrument who is entitled to enforce the instrument pursuant to a court order issued NRS § 104.3309.

9. The beneficiary, its successor in interest, the trustee, the servicer of the obligation or debt secured by the Deed of Trust, or an attorney representing any of those persons, has sent to the obligor or borrower of the of the obligation or debt secured by the Deed of Trust a written statement containing the following information (I) the amount of payment required to make good the deficiency in performance or payment, avoid the exercise of the power of sale and reinstate the underlying obligation or debt, as of the date of the statement; (II) The amount in default; (III) the principal amount of the obligation or debt secured by the Deed of Trust; (IV) the amount of accrued interest and late charges; (V) a good faith estimate of all fees imposed in connection with the exercise of the power of sale; (VI) contact information for obtaining the most current amounts due and a local or toll free

telephone number where the obligor or borrower of the obligation or debt may call to receive the most current amounts due and a recitation of the information contained in this Affidavit.

10. The borrower or obligor may utilize the following toll-free or local telephone number to inquire about the default, obtain the most current amounts due, receive a recitation of the information contained in this Affidavit, and/or explore loss mitigation alternatives: .

11. Pursuant to my personal review of the business records of the beneficiary, the successor in interest of the beneficiary, and/or the business records of the servicer of the obligation or debt secured by the Deed of Trust; and/or the records of the county recorder where the subject real property is located; and or the title guaranty or title insurance issued by a title insurer or title agent authorized to do business in the state of Nevada, the following is the (I) date, (II) recordation number (or other unique designation); and (III) assignee of each recorded assignment of the subject Deed of Trust:

8/25/2011	201108250004731	BANK OF AMERICA, N.A., SUCCESSOR BY MERGER TO BAC HOME LOANS SERVICING, LP FKA COUNTRYWIDE HOME LOANS SERVICING, LP
Date	Record Number	Assignee Name
8/28/2013	201308280000882	Green Tree Servicing LLC
Date	Record Number	Assignee Name

Dated: 10/30/14

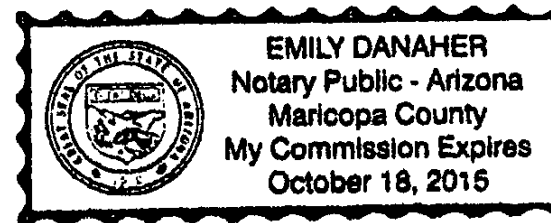
Green Tree Servicing LLC

By: *Brandon Schildts*
 Brandon Schildts, Foreclosure Supervisor

State of ARIZONA)
)ss.
 County of MARICOPA)

The foregoing instrument was acknowledged before me this 30 day of October, 2014 By Brandon Schildts, Foreclosure Supervisor of Green Tree Servicing LLC, a Limited Liability Company, on behalf of the Company.

[Signature]
 Notary for State of Arizona
 # 311945
 Commission expires: 10/18/15



NEVADA DECLARATION OF COMPLIANCE
(NRS 107 §11(6))

Borrower(s): KIM, JUNE Y & KIM, JUNG S
Mortgage Servicer: Green Tree Servicing LLC
Property Address: 452 CROCUS HILL ST
LAS VEGAS, NV 89138

T.S No: NV-12-534026-VF

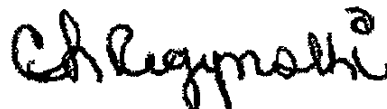
The undersigned, as an authorized agent or employee of the mortgage servicer named below, declares that:

1. The mortgage servicer has contacted the Borrower to “assess the borrower's financial situation, explore options for the borrower to avoid foreclosure, advise the borrower that he or she has the right to request a subsequent meeting and provide the toll free HUD number to the borrower to find a local housing counselor”. Thirty (30) days, or more, have passed since the initial contact was made.
2. Despite the exercise of the due diligence requirements the mortgage servicer has been unable to contact the borrower to “assess the borrower's financial situation, explore options for the borrower to avoid foreclosure and provide the toll free HUD number to the borrower to find a local housing counselor”. Thirty (30) days, or more, have passed since these due diligence efforts were satisfied.
3. No contact was required by the mortgage servicer because:
 - a. The requirements of NRS §107 do not apply as the individual(s) do/did not meet the definition of “borrower”.
 - b. The requirements of NRS §107 do not apply because the above-referenced loan did not meet the definition of “residential mortgage loan” OR, if the account is a “residential mortgage loan”, it is NOT the most senior “residential mortgage loan” encumbering the above-referenced property.
 - c. The requirements of NRS §107 do not apply as the default event which precipitated this foreclosure was not the failure to make a payment required by a residential mortgage loan.
4. In light of the foregoing, the mortgage servicer authorizes the trustee to submit the attached Notice of Default to be recorded as all pre-foreclosures notices required by N.R.S. § 107.080(2)(c)(3) and, if applicable, N.R.S. § 107 (SB 321/HOBR Sec. 10(1) were timely sent per statute.

I certify and represent that this mortgage servicer's declaration is accurate, complete and based upon competent and reliable evidence, including my review of the mortgage servicer's business records.

Date: 10/28/2014

Green Tree Servicing LLC



By: Christina L. Regynski, Foreclosure Specialist

ATTACHMENT TO AFFIDAVIT OF AUTHORITY TO EXERCISE THE POWER OF SALE

EXHIBIT TO ERRATA

ER-49

Chapter A2-4, Fannie Mae's Quality Control Review

Fannie Mae's Quality Control Review

Introduction

This chapter contains information on Fannie Mae's quality control review.

In This Chapter

This chapter contains the following topic:

[A2-4-01, Quality Control Reviews \(08/17/2016\)](#) 94

A2-4-01, Quality Control Reviews (08/17/2016)

Introduction

Fannie Mae may review mortgage loans it has purchased or securitized (including those with early payment defaults, those that have been foreclosed, as well as any other mortgage loan) to ensure that its underwriting, eligibility, and servicing requirements have been met.

When Fannie Mae's quality assurance risk assessment identifies a mortgage loan as having a higher degree of risk, Fannie Mae may perform a post-foreclosure full file QC review to evaluate the seller/servicer's initial underwriting of the mortgage loan and, if applicable, the actions the seller/servicer took in servicing the mortgage loan. In such cases, Fannie Mae will notify the seller/servicer about the type of review Fannie Mae will perform and the scope of the review.

This topic contains the following:

- [Notification of a Quality Control Review](#)
- [Timely Delivery of Individual Mortgage Loan Files](#)
- [Document Submission Requirements](#)
- [Fannie Mae's Quality Control Review](#)
- [Requirements Specific for Servicing Quality Control Reviews](#)
- [Fannie Mae Quality Control Report](#)

-
- [Appeal of Fannie Mae QC Review Decisions](#)
 - [Servicing Review File Requirements](#)
 - [Underwriting or Servicing Reviews of Acquired Properties](#)
-

Notification of a Quality Control Review

The seller/servicer is notified which mortgage loans Fannie Mae has selected for review via written or electronic notification. Electronic notification will be delivered via QAS if the seller/servicer has signed up for it.

Timely Delivery of Individual Mortgage Loan Files

The seller/servicer must send the requested documentation for an underwriting or servicing review so that Fannie Mae receives the review file within 30 days after Fannie Mae notifies the seller/servicer that it has selected a mortgage loan for review. Fannie Mae, in its sole discretion, may request the documentation in a shorter or longer period of time based upon circumstances at the time.

Fannie Mae will make every effort to work with the seller/servicer when extenuating circumstances prevent it from delivering documentation in a timely manner. However, if a seller/servicer delays in providing the requested information, Fannie Mae, in its sole discretion, reserves the right to require indemnification, repurchase (depending on the circumstances of the individual case) of these mortgage loans, or other alternatives. When a seller/servicer has a pattern of extensive delays or unresponsiveness, Fannie Mae may consider this a breach of contract and consider other actions against the seller/servicer, up to and including termination.

Document Submission Requirements

The seller and servicer must maintain a complete individual mortgage loan file and be able to produce copies of the complete individual mortgage loan file upon Fannie Mae's request. The servicing review file must include supporting documents for all *requests for expense reimbursement* it has submitted or intends to submit to Fannie Mae (for example, vendor invoices and third-party invoices from the vendor rendering services), in addition to other servicing and liquidation information such as

- property inspection reports,
- copies of delinquency repayment plans,
- copies of disclosures of ARM loan interest rate and payment changes,
- documents related to insurance loss settlements, and
- foreclosure records, as stated in the *Servicing Guide*.

In all instances, the servicer must document its compliance with all Fannie Mae policies and procedures, including, but not limited to, timelines that are required by the *Servicing Guide*. The servicer must maintain in the individual mortgage loan file all documents and system records that preserve Fannie Mae's ownership interest in the individual mortgage loan.

The seller/servicer must package the requested documentation requested by Fannie Mae. When Fannie Mae requests both a mortgage loan origination and a mortgage loan servicing file, the seller/servicer may package the material as a single file

(with the origination and servicing documentation separated and clearly labeled within the file) or as two separate files that are packaged together (with one file identified as the "origination" file and the other identified as the "servicing" file).

The complete mortgage loan file must include clear copies of any required paper documents, not the originals. Paper documents must be sent in a manila folder, with the credit and property documents on the right side and the legal documents on the left side.

If the seller/servicer keeps its files electronically, Fannie Mae must be able to reproduce the documents required in a manner in terms of cost and time frames acceptable to Fannie Mae.

If the seller/servicer wishes to submit files in a form other than paper, it must contact the Fannie Mae's LQC File Receipt and Assignment team (see [F-4-03, List of Contacts \(09/18/2018\)](#)) to ensure that the requested form is compatible with the LQC's systems and processes. The requested files must be sent to Fannie Mae's LQC File Receipt and Assignment team (see [F-4-03, List of Contacts \(09/18/2018\)](#)).

Fannie Mae's Quality Control Review

Fannie Mae has QC policies and procedures in place for its review of performing and non-performing mortgage loans. Fannie Mae uses a statistically valid approach in selecting a random sample of new mortgage loan deliveries for review. The random sample is augmented with targeted, discretionary sampling, which aids in the measurement of the overall quality of mortgage loan deliveries. The QC process evaluates individual mortgage loan files on a comprehensive basis with the primary focus of confirming that mortgage loans meet Fannie Mae's underwriting and eligibility requirements. Fannie Mae will continue to review any servicing files requested with the primary focus of confirming that the mortgage loan has been serviced in accordance with the Lender Contract.

The QC process also provides the seller/servicer with data and feedback about the quality of its mortgage loan origination process. The goal is to engage the seller/servicer in frequent, meaningful exchanges of information about trends in the quality of delivered mortgage loans and to inform the seller/servicer about significant underwriting deficiencies identified through the QC review process. Together, Fannie Mae and its sellers/servicers should share a commitment to improving the quality of mortgage loan originations. Fannie Mae requires that the seller/servicer implement and enforce strong underwriting processes and, if necessary, will work with the seller/servicer to develop action plans to improve origination quality.

Fannie Mae's QC policies are administered by its LQC. The selection process may change at any time to address concerns.

Requirements Specific for Servicing Quality Control Reviews

Fannie Mae will utilize delinquent mortgage loan status code data and other information collected from the servicer during other interactions to identify delays in the default management process. Fannie Mae may elect to perform a servicing review to further evaluate the actions the servicer took in servicing those mortgage loans.

Fannie Mae will notify the servicer of the intention to perform a desk review or an on-site review. The servicer must submit the requested documentation or make it available for an on-site review in the time frame specified in the notification. If the servicer fails to do so, Fannie Mae may exercise available remedies, including compensatory fees, without first reviewing the individual mortgage loan file. The list of documents that must be included in any servicing review file Fannie Mae request are outlined in *Servicing Review File Requirements*.

Fannie Mae will communicate any performance deficiencies noted to the servicer. Unless Fannie Mae elects to immediately terminate the servicer's right to service the mortgage loans, the servicer will be given an opportunity to explain any mitigating circumstances or factors that justify the servicing actions it took or did not take within the time frame specified by Fannie Mae in its communication of the performance deficiencies.

Fannie Mae's evaluation of the actions the servicer took in servicing the mortgage loan will focus primarily on determining whether the servicer took all of the appropriate steps to cure the delinquency or avoid foreclosure (through Fannie Mae's various relief provisions or foreclosure prevention alternatives) and, if a foreclosure could not be avoided, on confirming that the servicer completed the legal actions within Fannie Mae's required time frames.

For the most part, Fannie Mae will rely on various reports that are produced by its automated delinquency and foreclosure prevention management systems to evaluate the servicer's performance. However, when Fannie Mae's analysis of these reports indicates that there is a possibility that the servicer's delinquency management performance is poor or if Fannie Mae believes certain servicing files should be reviewed for other reasons, Fannie Mae may require the servicer to submit a servicing review file for a mortgage loan to Fannie Mae's SF CPM division (see [F-4-03, List of Contacts \(09/18/2018\)](#)).

If Fannie Mae identifies deficiencies in its evaluation of the servicing review file, it will communicate them to the servicer. The servicer, in most instances, will be given an opportunity to explain any mitigating circumstances or factors that justify the servicing actions it took (or did not take).

When the servicer's review identifies significant deficiencies, it may offer to purchase the property from Fannie Mae when it submits the complete individual mortgage loan file (rather than waiting for the results of Fannie Mae's review). Fannie Mae will entertain such offers—as long as they will make Fannie Mae whole and are permitted by the Trust Agreement, if applicable—since Fannie Mae would no longer have to be concerned about the property disposition process.

When Fannie Mae has received the origination and/or servicing review file, it will begin the process of reviewing the file(s) to determine whether the mortgage loan met Fannie Mae's origination, eligibility and/or servicing standards. If Fannie Mae concludes that a repurchase demand should be issued on a mortgage loan pursuant to the origination defect remedies framework, Fannie Mae generally will issue a request for repurchase (calling for the servicer to take title to the property and pay Fannie Mae for its full investment in it). Fannie Mae may, on occasion, give the servicer the option of having Fannie Mae dispose of the property (and agreeing to indemnify Fannie Mae for any loss Fannie Mae incurs in connection with the sale), or require the lender to fully reimburse Fannie Mae for its loss through a demand for a make whole payment in the event that Fannie Mae sells the property or accepts a purchase offer prior to notifying the servicer that the mortgage loan did not meet Fannie Mae's eligibility or underwriting requirements.

In the event the servicing defect identified by Fannie Mae also turns out to be a breach of any provision of any MI policy issued with respect to a mortgage loan, the seller/servicer is not released from any breach of the Lender Contract that may result if the MI company insuring the loan rescinds, cancels, denies, or curtails the MI benefit due to the same or similar acts or omissions that make up the defect.

Fannie Mae Quality Control Report

Fannie Mae provides the seller/servicer with ongoing feedback about their overall QC performance. The feedback identifies defect types, reporting on frequent or common defects, and describes quality trend analyses and significant underwriting deficiencies identified through the QC review process. This information is provided through a variety of methods that range from regular electronic transmissions to more formal periodic discussions.

When Fannie Mae identifies a defective mortgage loan, it may in its sole discretion, impose a condition to retaining the mortgage loan, such as requiring the seller/servicer to agree to an alternative remedy to repurchase. In some cases, as permitted by the Lender Contract, Fannie Mae will issue a repurchase or make whole payment request to the seller/servicer.

The *Servicing Guide* contains timelines by which the seller/servicer must pay Fannie Mae the funds that are due in connection with a demand for a servicing remedy in [A1-3-02, Fannie Mae-Initiated Repurchases, Indemnifications, Make Whole Payment Requests and Deferred Payment Obligations \(08/17/2016\)](#). If the seller/servicer delays in this or has a pattern of unresponsiveness, Fannie Mae may consider this an independent breach of contract and consider other actions against the seller/servicer, up to and including termination.

Certain servicing repurchase alternatives may be available only to certain seller/servicers that are in good standing with Fannie Mae. See *Servicer Responses to a Demand* in [A1-3-02, Fannie Mae-Initiated Repurchases, Indemnifications, Make Whole Payment Requests and Deferred Payment Obligations \(08/17/2016\)](#) for more information.

Appeal of Fannie Mae QC Review Decisions

Fannie Mae maintains processes for the seller/servicer to appeal a demand for a servicing remedy, including an IDR process, in certain instances. See the *Selling Guide* for more information on the origination defect remedies framework appeals process and *Servicer Responses to a Demand* in [A1-3-02, Fannie Mae-Initiated Repurchases, Indemnifications, Make Whole Payment Requests and Deferred Payment Obligations \(08/17/2016\)](#) for more information on the servicing defect remedies framework appeal and escalation processes. A demand for a repurchase servicing remedy or reimbursement may be rescinded or withdrawn because the seller/servicer provides documentation within the time period specified by Fannie Mae (when Fannie Mae determines that a breach of the Lender Contract may be corrected).

Servicing Review File Requirements

The following table provides a list of the documentation that must be included in the servicing review file.

✓	The servicer must include in the servicing review file...
	The collection history for the default that led to the foreclosure or mortgage release (including the reason for the default, delinquency notices sent, and copies of borrower's previous payment histories).
	A summary of all attempts to develop a workout plan or arrange a workout option, including evidence of any communication with Fannie Mae.
	A bankruptcy tracking log, or a separate report indicating the dates of any bankruptcy filings and the dates that any lifting of a bankruptcy stay was attempted and attained.
	The foreclosure tracking log, or a separate report indicating the date that the case was referred to the foreclosure attorney and the date of the foreclosure sale, as well as summarizing any communications with Fannie Mae about delays in the foreclosure process (including delays resulting from the presence of hazardous waste, natural disasters, massive layoffs, etc.) or departures from standard foreclosure procedures (such as using judicial foreclosure in a power of sale state).
	Any other type of information that is requested, given the type of review.

The outside of the servicing review file must clearly identify the case, as follows:

- servicing file for acquired property;
- mortgage remittance type (A/A, S/A, or S/S);
- servicing option (special or shared risk);
- Fannie Mae mortgage loan number;
- servicer mortgage loan number;
- borrower's name; and
- property address.

Underwriting or Servicing Reviews of Acquired Properties

When Fannie Mae receives an offer to purchase an acquired property that is also subject to an underwriting or servicing review, Fannie Mae may accept the purchase offer without first notifying the servicer, whether or not a final decision has been reached with respect to the review. If, after completion of the review, Fannie Mae determines that the mortgage loan did not meet its eligibility or underwriting requirements and Fannie Mae has incurred a loss by selling the property, the seller/servicer will be required to fully reimburse Fannie Mae for its loss.

Related Announcements

The following table provides references to Announcements that are related to this topic.

Announcements	Issue Date
<i>Announcement SVC-2016-07</i>	August 17, 2016
<i>Announcement SVC-2015-15</i>	December 16, 2015

1 **AFFT**
 2 MICHAEL F. BOHN, ESQ.
 3 Nevada Bar No.: 1641
 4 mbohn@bohnlawfirm.com
 5 ADAM R. TRIPPIEDI, ESQ.
 6 Nevada Bar No. 12294
 7 atrippiedi@bohnlawfirm.com
 8 LAW OFFICES OF
 9 MICHAEL F. BOHN, ESQ., LTD.
 10 2260 Corporate Circle, Ste. 480
 11 Henderson, Nevada 89074
 12 (702) 642-3113/ (702) 642-9766 FAX
 13 Attorney for plaintiff Saticoy Bay LLC
 14 Series 452 Crocus Hill

15 DISTRICT COURT
 16 CLARK COUNTY NEVADA

17 SATICOY BAY LLC SERIES 452 CROCUS
 18 HILL

19 Plaintiff,

20 vs.

21 GREEN TREE SERVICING, LLC and QUALITY
 22 LOAN SERVICE CORPORATION

23 Defendants.

24 _____
 25 GREEN TREE SERVICING, LLC

26 Counter-Claimant

27 vs.

28 SATICOY BAY, LLC SERIES 452 CROCUS
 HILL

Counter-Defendant

CASE NO.: 2:15-CV-00977-RFB-CWH

AFFIDAVIT IN SUPPORT OF MOTION FOR SUMMARY JUDGMENT

STATE OF NEVADA)
) ss:
 COUNTY OF CLARK)

IYAD HADDAD being first duly sworn, deposes and says;

1. Affiant is the person most knowledgeable for Saticoy Bay LLC Series 452 Crocus Hill, the

1 plaintiff herein, and makes this affidavit based on personal knowledge.

2 2. Plaintiff, Saticoy Bay LLC Series 452 Crocus Hill, is the owner of the real property commonly
3 known as 452 Crocus Hill Street, Las Vegas, Nevada.

4 3. Plaintiff, Saticoy Bay LLC Series 452 Crocus Hill, acquired title to the property at foreclosure
5 sale conducted on October 30, 2014 as evidenced by the foreclosure deed recorded on November 13,
6 2014.

7 4. The foreclosure deed reflects that valuable consideration in the sum of \$\$12,996.18 was paid
8 for the property.

9 5. The plaintiff's title stems from a foreclosure deed arising from a delinquency in assessments
10 due from the former owner to the San Marcos at Summerlin Homeowners Association pursuant to NRS
11 Chapter 116.

12 6. Prior to and at the time of the foreclosure sale, there was nothing recorded in the public record
13 to put me on notice of any claims or notices that any portion of the lien had been paid.

14 7. Prior to and at the time of the foreclosure sale, there is no way for myself or any other potential
15 bidder at the foreclosure sale to research if the notices were sent to the proper parties at the proper
16 address. I, and other potential bidders are forced to rely only on the professional foreclosure agent to have
17 obtained a trustee's sale guarantee issued by a local title and escrow company and to serve the notices
18 upon the parties who are entitled to notice.

19 8. As a result of the limited information available to myself and other potential bidders at
20 foreclosure sale, I, on behalf of the plaintiff, am a bona fide purchaser of the property, for value,
21 without notice of any claims on the title to the property or any alleged defects in the sale itself.

22 9. At no time prior to the foreclosure sale did I receive any information from the HOA or the
23 foreclosure agent about the property or the foreclosure sale.

24 10. Neither myself or anyone associated with plaintiff, Saticoy Bay LLC Series 452 Crocus
25 Hill, have any affiliation with the HOA board or the foreclosure agent.

26 11. Any attempt to contact the bank to find anything out about payment of the super priority
27 amount would have been futile. The banks have a very long hold time, and agents will not speak to
28

1 anyone except the borrower, and they require the borrowers social security number for identification.
2 In addition, the banks have many departments, and it is impossible to get through to anyone with any
3 information.

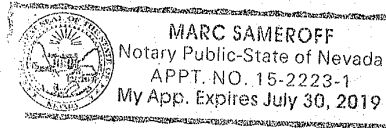
4 12. Any attempt to find out any information about a tender or payment of the super priority lien
5 at the auction would also be a futile act. Asking questions during the auctions would be considered to
6 be a disruption. I would not get a response and would be prohibited from bidding the rest of the day.
7 In addition, often, the persons crying the sale are third party contractors without any knowledge of
8 what is in the file other than what is provided to cry the sale.

9 13. If called upon to testify to the above facts, affiant could do so competently.

10
11
12 TYAD HADDAD
13

14 SUBSCRIBED and SWORN to before me
15 this 17 day of October, 2018.

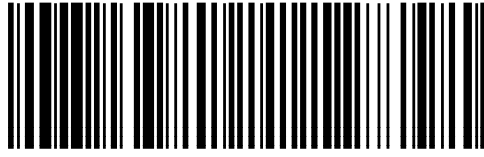
16 Marc Sameroff
17 NOTARY PUBLIC in and for said
18 County and State



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21
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23
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25
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EXHIBIT 4

EXHIBIT 4



9171 9003 2900 1500 2310 74

800 AMS

Jung and June Kim
452 Crocus Hill Street
Las Vegas, NV 89102

800 AMS 1100-114384 AMSI

Assessment Management Services
6655 S. CIMARRON ROAD, SUITE 201 * LAS VEGAS NV 89113 * (702) 856-3808 * FAX (702) 880-4699
E-mail: customerservice@amsresults.com
CERTIFIED MAIL RETURN RECEIPT REQUESTED
(COPY ALSO SENT VIA U.S. MAIL)

800 AMS
Jung and June Kim
452 Crocus Hill Street
Las Vegas, NV 89102

May 09, 2013

RE: Our Client: SAN MARCOS AT SUMMERLIN HOMEOWNERS ASSOCIATION
Homeowner: Jung and June Kim
Account Number: AMS 1100-114384
Balance Owing: \$7,672.29*
Property: 452 Crocus Hill Street Las Vegas NV 89102

Dear Jung and June Kim:

Assessment Management Services has been directed by SAN MARCOS AT SUMMERLIN HOMEOWNERS ASSOCIATION to collect the delinquent Homeowners Association assessments owed on the above referenced property.

The total amount due and payable as of May 08, 2013 is \$7,672.29, and must be paid in full and received in our office no later than June 07, 2013 or a lien will be placed on the property. This may result in additional legal costs, for which you will be responsible.

Please make Money Order or Cashier's Check payable to Assessment Management Services and mail to:
Assessment Management Services, PO Box 80660, Las Vegas NV 89180

If you have questions, please contact our office at 702-856-3808.

Very truly yours,
Assessment Management Services

Enclosure: Account History

Notice to Consumer

Pursuant to and in accordance with the Fair Debt Collection Practices Act [15 U.S.C 1692, *et seq.*] and all applicable sections of Nevada Revised Statutes Chapters 116 and 649, Assessment Management Services provides the following notification(s). This communication is from a debt collector. This is an attempt to collect a debt. Any information obtained will be used for that purpose. This notice is required by the provision of the Fair Debt Collection Practices Act and does not imply that we are attempting to collect money from anyone who discharged the debt under the bankruptcy laws of the United States.

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Account Ledger
SAN MARCOS AT SUMMERLIN HOMEOWNERS ASSOCIATION

Account Number: AMS 1100-114384
Homeowner: Jung and June Kim
Property: 452 Crocus Hill Street
Las Vegas NV 89102

Date	Charge	Amount
05/08/2013	AMS Intent to Lien Fee	\$95.00
05/08/2013	AMS Cert & First Class Mailing Fee	\$12.00
05/08/2013	AMS Cert & First Class Mailing Cost	\$19.71
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~EOD~

800 AMS 1100-114384 AMSI

Assessment Management Services
6655 S. CIMARRON ROAD, SUITE 201 * LAS VEGAS NV 89113 * (702) 856-3808 * FAX (702) 880-4699
E-mail: customerservice@amsresults.com
CERTIFIED MAIL RETURN RECEIPT REQUESTED
(COPY ALSO SENT VIA U.S. MAIL)

800 AMS
Jung and June Kim
452 Crocus Hill Street
Las Vegas, NV 89102

May 09, 2013

RE: Our Client: SAN MARCOS AT SUMMERLIN HOMEOWNERS ASSOCIATION
Homeowner: Jung and June Kim
Account Number: AMS 1100-114384
Balance Owing: \$7,672.29*
Property: 452 Crocus Hill Street Las Vegas NV 89102

Dear Jung and June Kim:

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Assessment Management Services

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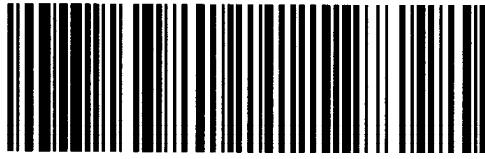
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~EOD~



9171 9003 2900 1500 2310 74

800 AMS

Jung and June Kim
452 Crocus Hill Street
Las Vegas, NV 89102

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~EOD~

CERTIFIED MAIL™

P.O. Box 80660
Las Vegas, Nevada 89180

RECEIVED
MAY 21 2013
AMS

FOE

NIXIE 591 FE 1 00 05/16/13

RETURN TO SENDER
NOT DELIVERABLE AS ADDRESSED
UNABLE TO FORWARD

BC: 89180065050 *0794-04987-16-33

89180065050

|||||

800 AMS 1100-114384 AMSI

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04/17/2012	STL-AMS Demand Fee	\$150.00
04/17/2012	STL-AMS Cert & FC Mailing Cost	\$12.40
04/17/2012	STL-AMS Cert & FC Mailing Fee	\$8.00
04/17/2012	STL-AMS Intent to Lien	\$95.00
Total		\$7,672.29

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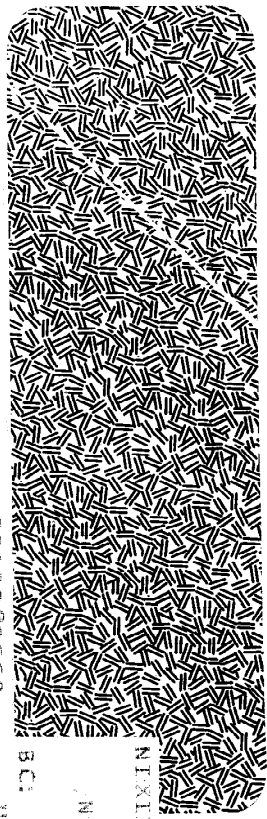
~EOD~

P.O. Box 80660
Las Vegas, Nevada 89180-0660

**IMPORTANT DOCUMENTS
ENCLOSED**

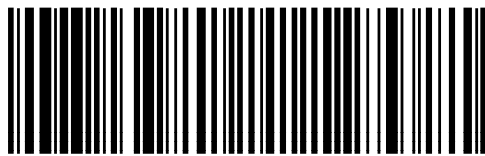
PRESORTED
FIRST-CLASS MAIL
U.S. POSTAGE
PAID
LAS VEGAS, NV
PERMIT NO. 2666

RECEIVED
MAY 14 2013
AMS



891800660
855 6762744

BC: 89180066060 40294-01498-10-4Z
NIXIE 891 FE 1 00 05/10/13
RETURN TO SENDER
NOT DELIVERABLE AS ADDRESSED
UNABLE TO FORWARD



9171 9003 2900 1500 2310 98

800 AMS

Jung and June Kim
9603 Deer Park Ave
Las Vegas, NV 89148-4200

800 AMS 1100-114384 AMSI

Assessment Management Services
6655 S. CIMARRON ROAD, SUITE 201 * LAS VEGAS NV 89113 * (702) 856-3808 * FAX (702) 880-4699
E-mail: customerservice@amsresults.com
CERTIFIED MAIL RETURN RECEIPT REQUESTED
(COPY ALSO SENT VIA U.S. MAIL)

800 AMS
Jung and June Kim
9603 Deer Park Ave
Las Vegas, NV 89148-4200

May 09, 2013

RE: Our Client: SAN MARCOS AT SUMMERLIN HOMEOWNERS ASSOCIATION
Homeowner: Jung and June Kim
Account Number: AMS 1100-114384
Balance Owing: \$7,672.29*
Property: 452 Crocus Hill Street Las Vegas NV 89102

Dear Jung and June Kim:

Assessment Management Services has been directed by SAN MARCOS AT SUMMERLIN HOMEOWNERS ASSOCIATION to collect the delinquent Homeowners Association assessments owed on the above referenced property.

The total amount due and payable as of May 08, 2013 is \$7,672.29, and must be paid in full and received in our office no later than June 07, 2013 or a lien will be placed on the property. This may result in additional legal costs, for which you will be responsible.

Please make Money Order or Cashier's Check payable to Assessment Management Services and mail to:
Assessment Management Services, PO Box 80660, Las Vegas NV 89180

If you have questions, please contact our office at 702-856-3808.

Very truly yours,
Assessment Management Services

Enclosure: Account History

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SAN MARCOS AT SUMMERLIN HOMEOWNERS ASSOCIATION

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Homeowner: Jung and June Kim
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E-mail: customerservice@amsresults.com
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(COPY ALSO SENT VIA U.S. MAIL)

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Jung and June Kim
9603 Deer Park Ave
Las Vegas, NV 89148-4200

May 09, 2013

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Homeowner: Jung and June Kim
Account Number: AMS 1100-114384
Balance Owing: \$7,672.29*
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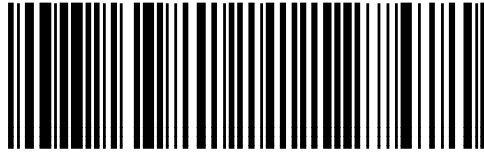
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~EOD~



9171 9003 2900 1500 2310 81

800 AMS

Jung and June Kim
11709 Copper Trails Ln
Oklahoma City, OK 73170-4464

800 AMS 1100-114384 AMSI

Assessment Management Services
6655 S. CIMARRON ROAD, SUITE 201 * LAS VEGAS NV 89113 * (702) 856-3808 * FAX (702) 880-4699
E-mail: customerservice@amsresults.com
CERTIFIED MAIL RETURN RECEIPT REQUESTED
(COPY ALSO SENT VIA U.S. MAIL)

800 AMS
Jung and June Kim
11709 Copper Trails Ln
Oklahoma City, OK 73170-4464

May 09, 2013

RE: Our Client: SAN MARCOS AT SUMMERLIN HOMEOWNERS ASSOCIATION
Homeowner: Jung and June Kim
Account Number: AMS 1100-114384
Balance Owing: \$7,672.29*
Property: 452 Crocus Hill Street Las Vegas NV 89102

Dear Jung and June Kim:

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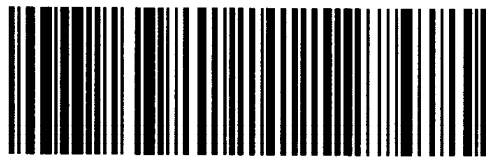
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12/01/2012	Assessment-Monthly	\$65.00
11/15/2012	HOA Late Fees	\$10.00
11/01/2012	Assessment-Special	\$10.00
11/01/2012	Assessment-Monthly	\$65.00
10/15/2012	HOA Late Fees	\$10.00
10/01/2012	Assessment-Special	\$10.00
10/01/2012	Assessment-Monthly	\$65.00
09/17/2012	HOA Late Fees	\$10.00
09/01/2012	Assessment-Special	\$10.00
09/01/2012	Assessment-Monthly	\$65.00
08/15/2012	HOA Late Fees	\$10.00
08/01/2012	Assessment-Special	\$10.00
08/01/2012	Assessment-Monthly	\$65.00
07/15/2012	HOA Late Fees	\$10.00
07/01/2012	Assessment-Reserve	\$10.00
07/01/2012	Assessment-Monthly	\$65.00
06/15/2012	HOA Late Fees	\$10.00
06/01/2012	Assessment-Reserve	\$10.00
06/01/2012	Assessment-Monthly	\$65.00
05/15/2012	HOA Late Fees	\$10.00
05/01/2012	Assessment-Reserve	\$10.00
05/01/2012	Assessment-Monthly	\$65.00
04/18/2012	AMS Demand Fee	\$150.00
04/18/2012	AMS Cert & First Class Mailing Cost	\$18.60
04/18/2012	AMS Cert & First Class Mailing Fee	\$12.00
04/18/2012	Management Fee	\$300.00
04/17/2012	Assessment-Monthly	\$2,915.00
04/17/2012	Assessment-Reserve	\$460.00
04/17/2012	HOA Late Fees	\$440.00

04/17/2012	HOA Late Interest	\$398.56
04/17/2012	TW Intent to Lien Assessments	\$95.00
04/17/2012	TWH-Account Setup Fee	\$250.00
04/17/2012	STL-AMS Amended Lien Fee	\$200.00
04/17/2012	STL-AMS Recording Costs	\$28.00
04/17/2012	STL-AMS Release of Assessment Lien Fee	\$30.00
04/17/2012	STL-AMS Cert & FC Mailing Fee	\$8.00
04/17/2012	STL-AMS Cert & FC Mailing Cost	\$12.06
04/17/2012	STL-AMS Cert & FC Mailing Fee	\$8.00
04/17/2012	AMS Cert & First Class Mailing Cost	\$12.06
04/17/2012	STL-AMS Final Demand	\$50.00
04/17/2012	STL-AMS Cert Mailing Fee	\$10.00
04/17/2012	STL-AMS Lien	\$395.00
04/17/2012	STL-AMS Cert Mailing Fee	\$10.00
04/17/2012	Management & File Prep Fee	\$75.00
04/17/2012	STL-AMS Cert Mailing Fee	\$10.00
04/17/2012	Management & File Prep Fee	\$50.00
04/17/2012	HOA Late Fees	\$20.00
04/17/2012	Assessment-Monthly	\$195.00
04/17/2012	Assessment-Reserve	\$30.00
04/17/2012	STL-AMS Cert & FC Mailing Fee	\$8.00
04/17/2012	STL-AMS Cert & FC Mailing Cost	\$12.40
04/17/2012	STL-AMS Demand Fee	\$150.00
04/17/2012	STL-AMS Cert & FC Mailing Cost	\$12.40
04/17/2012	STL-AMS Cert & FC Mailing Fee	\$8.00
04/17/2012	STL-AMS Intent to Lien	\$95.00
Total		\$7,672.29

* Please be advised the total amount owing can change due to new late fees, interest, and assessments pursuant to SAN MARCOS AT SUMMERLIN HOMEOWNERS ASSOCIATION CC&Rs.

~EOD~



9171 9003 2900 1500 2310 81

800 AMS

Jung and June Kim
11709 Copper Trails Ln
Oklahoma City, OK 73170-4464

800 AMS 1100-114384 AMSI

Assessment Management Services
6655 S. CIMARRON ROAD, SUITE 201 * LAS VEGAS NV 89113 * (702) 856-3808 * FAX (702) 880-4699
E-mail: customerservice@amsresults.com
CERTIFIED MAIL RETURN RECEIPT REQUESTED
(COPY ALSO SENT VIA U.S. MAIL)

800 AMS
Jung and June Kim
11709 Copper Trails Ln
Oklahoma City, OK 73170-4464

May 09, 2013

RE: Our Client: SAN MARCOS AT SUMMERLIN HOMEOWNERS ASSOCIATION
Homeowner: Jung and June Kim
Account Number: AMS 1100-114384
Balance Owing: \$7,672.29*
Property: 452 Crocus Hill Street Las Vegas NV 89102

Dear Jung and June Kim:

Assessment Management Services has been directed by SAN MARCOS AT SUMMERLIN HOMEOWNERS ASSOCIATION to collect the delinquent Homeowners Association assessments owed on the above referenced property.

The total amount due and payable as of May 08, 2013 is \$7,672.29, and must be paid in full and received in our office no later than June 07, 2013 or a lien will be placed on the property. This may result in additional legal costs, for which you will be responsible.

Please make Money Order or Cashier's Check payable to Assessment Management Services and mail to:
Assessment Management Services, PO Box 80660, Las Vegas NV 89180

If you have questions, please contact our office at 702-856-3808.

Very truly yours,
Assessment Management Services

Enclosure: Account History

Notice to Consumer

Pursuant to and in accordance with the Fair Debt Collection Practices Act [15 U.S.C 1692, *et seq.*] and all applicable sections of Nevada Revised Statutes Chapters 116 and 649, Assessment Management Services provides the following notification(s). This communication is from a debt collector. This is an attempt to collect a debt. Any information obtained will be used for that purpose. This notice is required by the provision of the Fair Debt Collection Practices Act and does not imply that we are attempting to collect money from anyone who discharged the debt under the bankruptcy laws of the United States.

Unless you notify this office within 30 days after receiving this notice that you dispute the validity of this debt or any portion thereof, this office will assume this debt is valid. If you notify this office in writing within 30 days from receiving this notice that you dispute the validity of this debt or any portion thereof, this office will: obtain verification of the debt or obtain a copy of a judgment and provide you with a copy of such judgment or verification. If you request of this office in writing within 30 days after receiving this notice this office will provide you with the name and address of the original creditor, if different from the current creditor.

Account Ledger
SAN MARCOS AT SUMMERLIN HOMEOWNERS ASSOCIATION

Account Number: AMS 1100-114384
Homeowner: Jung and June Kim
Property: 452 Crocus Hill Street
Las Vegas NV 89102

Date	Charge	Amount
05/08/2013	AMS Intent to Lien Fee	\$95.00
05/08/2013	AMS Cert & First Class Mailing Fee	\$12.00
05/08/2013	AMS Cert & First Class Mailing Cost	\$19.71
05/01/2013	Assessment-Monthly	\$71.50
04/15/2013	HOA Late Fees	\$10.00
04/01/2013	Assessment-Monthly	\$71.50
03/15/2013	HOA Late Fees	\$10.00
03/01/2013	Assessment-Monthly	\$71.50
02/15/2013	HOA Late Fees	\$10.00
02/01/2013	Assessment-Monthly	\$71.50
01/15/2013	HOA Late Fees	\$10.00
01/01/2013	Assessment-Monthly	\$71.50
12/17/2012	HOA Late Fees	\$10.00
12/01/2012	Assessment-Special	\$10.00
12/01/2012	Assessment-Monthly	\$65.00
11/15/2012	HOA Late Fees	\$10.00
11/01/2012	Assessment-Special	\$10.00
11/01/2012	Assessment-Monthly	\$65.00
10/15/2012	HOA Late Fees	\$10.00
10/01/2012	Assessment-Special	\$10.00
10/01/2012	Assessment-Monthly	\$65.00
09/17/2012	HOA Late Fees	\$10.00
09/01/2012	Assessment-Special	\$10.00
09/01/2012	Assessment-Monthly	\$65.00
08/15/2012	HOA Late Fees	\$10.00
08/01/2012	Assessment-Special	\$10.00
08/01/2012	Assessment-Monthly	\$65.00
07/15/2012	HOA Late Fees	\$10.00
07/01/2012	Assessment-Reserve	\$10.00
07/01/2012	Assessment-Monthly	\$65.00
06/15/2012	HOA Late Fees	\$10.00
06/01/2012	Assessment-Reserve	\$10.00
06/01/2012	Assessment-Monthly	\$65.00
05/15/2012	HOA Late Fees	\$10.00
05/01/2012	Assessment-Reserve	\$10.00
05/01/2012	Assessment-Monthly	\$65.00
04/18/2012	AMS Demand Fee	\$150.00
04/18/2012	AMS Cert & First Class Mailing Cost	\$18.60
04/18/2012	AMS Cert & First Class Mailing Fee	\$12.00
04/18/2012	Management Fee	\$300.00
04/17/2012	Assessment-Monthly	\$2,915.00
04/17/2012	Assessment-Reserve	\$460.00
04/17/2012	HOA Late Fees	\$440.00

04/17/2012	HOA Late Interest	\$398.56
04/17/2012	TW Intent to Lien Assessments	\$95.00
04/17/2012	TWH-Account Setup Fee	\$250.00
04/17/2012	STL-AMS Amended Lien Fee	\$200.00
04/17/2012	STL-AMS Recording Costs	\$28.00
04/17/2012	STL-AMS Release of Assessment Lien Fee	\$30.00
04/17/2012	STL-AMS Cert & FC Mailing Fee	\$8.00
04/17/2012	STL-AMS Cert & FC Mailing Cost	\$12.06
04/17/2012	STL-AMS Cert & FC Mailing Fee	\$8.00
04/17/2012	AMS Cert & First Class Mailing Cost	\$12.06
04/17/2012	STL-AMS Final Demand	\$50.00
04/17/2012	STL-AMS Cert Mailing Fee	\$10.00
04/17/2012	STL-AMS Lien	\$395.00
04/17/2012	STL-AMS Cert Mailing Fee	\$10.00
04/17/2012	Management & File Prep Fee	\$75.00
04/17/2012	STL-AMS Cert Mailing Fee	\$10.00
04/17/2012	Management & File Prep Fee	\$50.00
04/17/2012	HOA Late Fees	\$20.00
04/17/2012	Assessment-Monthly	\$195.00
04/17/2012	Assessment-Reserve	\$30.00
04/17/2012	STL-AMS Cert & FC Mailing Fee	\$8.00
04/17/2012	STL-AMS Cert & FC Mailing Cost	\$12.40
04/17/2012	STL-AMS Demand Fee	\$150.00
04/17/2012	STL-AMS Cert & FC Mailing Cost	\$12.40
04/17/2012	STL-AMS Cert & FC Mailing Fee	\$8.00
04/17/2012	STL-AMS Intent to Lien	\$95.00
Total		\$7,672.29

* Please be advised the total amount owing can change due to new late fees, interest, and assessments pursuant to SAN MARCOS AT SUMMERLIN HOMEOWNERS ASSOCIATION CC&Rs.

~EOD~

P.O. Box 80660
Las Vegas, Nevada 89180

CERTIFIED MAIL™

RECEIVED
MAY 21 2013
AMS

15/11

NIXIE 731 FE 1260 0005/16/13

RETURN TO SENDER
ATTEMPTED - NOT KNOWN
UNABLE TO FORWARD

RC: 89180066060 *2557-05960-16-10

89180066060



EXHIBIT 5

EXHIBIT 5

APN#: 137-35-514-018

WHEN RECORDED RETURN TO:
SAN MARCOS AT SUMMERLIN HOMEOWNERS ASSOCIATION
c/o Assessment Management Services
6655 S. CIMARRON ROAD, SUITE 201
LAS VEGAS NV 89113 * (702) 856-3808
E-mail: customerservice@amsresults.com

June 17, 2013

RE: Account no.: AMS 1100-114384

Inst #: 201306210001487
Fees: \$17.00
N/C Fee: \$0.00
06/21/2013 09:03:06 AM
Receipt #: 1664620
Requestor:
ASSESSMENT MANAGEMENT
SERVI
Recorded By: RNS Pgs: 1
DEBBIE CONWAY
CLARK COUNTY RECORDER

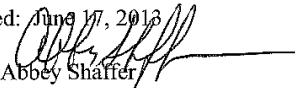
RECEIVED
JUN 24 2013
AMS

NOTICE OF CLAIM OF DELINQUENT ASSESSMENT LIEN


NOTICE IS HEREBY GIVEN, that in accordance with Nevada Revised Statutes Section 116.3116 and the Declaration of Covenants, Conditions and Restrictions (CC&Rs) of SAN MARCOS AT SUMMERLIN HOMEOWNERS ASSOCIATION recorded as official records of Clark County, Nevada, and all Amendments and Annexations thereto, et seq., which have been supplied to and agreed to by said and reputed owner, the Association has made demand for payment of the total amount due and said sum has not been paid. Therefore, a lien is hereby claimed by SAN MARCOS AT SUMMERLIN HOMEOWNERS ASSOCIATION upon the real property, buildings, improvements and structures thereon, described as follows:

Commonly known as: 452 Crocus Hill Street Las Vegas NV 89102
Legal Description: SAN MARCOS-UNIT 2
PLAT BOOK 105 PAGE 62
LOT 78 BLOCK 5 SEC 35 TWP 20 RNG 59
Record owner(s): Jung & June Kim

THE AMOUNT OWING AND UNPAID TOTAL is \$8,174.50 as of June 14, 2013**. This amount may include assessments, late fees, special assessments, fines, collection fees, trustee fee, and interest. Assessments, late fees, and interest will continue to accrue pursuant to SAN MARCOS AT SUMMERLIN HOMEOWNERS ASSOCIATION CC&Rs, as well as additional fees of the agent for the Association incurred in connection with preparation, recording and foreclosure of this lien. All payments submitted must be in the form of a Cashier's Check or Money Order, and received no later than July 14, 2013 to avoid enforcement of this lien.

Dated: June 17, 2013
BY: 
Abbey Shaffer
Assessment Management Services as agent for
SAN MARCOS AT SUMMERLIN
HOMEOWNERS ASSOCIATION

STATE OF NEVADA COUNTY OF CLARK)
On June 17, 2013, before me, Marina Arcos,
personally appeared ****Abbey Shaffer****, who is
personally known to me, or who has provided
satisfactory evidence of identification, to be the person
subscribed to the within instrument and acknowledged
the instrument before me.

Subscribed and sworn to before
me on this day June 17, 2013.
By: 
Marina Arcos, Notary Public

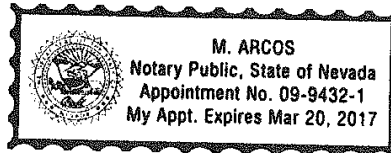
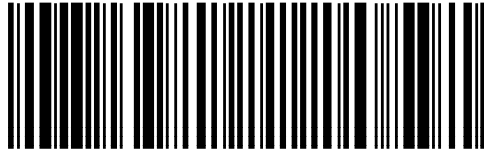


EXHIBIT 6

EXHIBIT 6



9171 9003 2900 1500 2562 82

AMS 800

Jung & June Kim
452 Crocus Hill Street
Las Vegas, NV 89102

800 AMS 1100-114384 AMSINOD

Assessment Management Services
6655 S. CIMARRON ROAD, SUITE 201 * LAS VEGAS NV 89113 * (702) 856-3808 * FAX (702) 880-4699
E-mail: customerservice@amsresults.com
CERTIFIED MAIL RETURN RECEIPT REQUESTED
(COPY ALSO SENT VIA U.S. MAIL)

AMS 800
Jung & June Kim
452 Crocus Hill Street
Las Vegas, NV 89102

July 23, 2013

RE: Our Client: SAN MARCOS AT SUMMERLIN HOMEOWNERS ASSOCIATION
Homeowner: Jung Kim & June Kim
Account Number: AMS 1100-114384
Balance Owing: \$8,387.71*
Property: 452 Crocus Hill Street Las Vegas NV 89102

Dear Jung Kim & June Kim:

After numerous attempts to contact you, SAN MARCOS AT SUMMERLIN HOMEOWNERS ASSOCIATION is making final demand for payment in the amount of \$8,387.71 which is due and payable in our office by August 06, 2013.

If payment arrangements are not made, or account is not brought current within this time frame, Assessment Management Services will request authorization for Notice of Default and Election to Sell pursuant to NRS 116.31162 for your delinquent assessments.

Please make Money Order or Cashier's Check payable to Assessment Management Services and mail to:
Assessment Management Services
PO Box 80660 Las Vegas NV 89180

If you have questions, please contact our office at 702-856-3808.

Very truly yours,

Assessment Management Services

Enclosure: Account ledger

Notice to Consumer

Pursuant to and in accordance with the Fair Debt Collection Practices Act [15 U.S.C 1692, *et seq.*] and all applicable sections of Nevada Revised Statutes Chapters 116 and 649, Assessment Management Services provides the following notification(s). This communication is from a debt collector. This is an attempt to collect a debt. Any information obtained will be used for that purpose. This notice is required by the provision of the Fair Debt Collection Practices Act and does not imply that we are attempting to collect money from anyone who discharged the debt under the bankruptcy laws of the United States.

Account ledger
SAN MARCOS AT SUMMERLIN HOMEOWNERS ASSOCIATION

Account Number: AMS 1100-114384
Homeowner: Jung Kim & June Kim
Property: 452 Crocus Hill Street Las Vegas NV 89102

Date	Charge	Description	Amount
07/22/2013	AMS Intent to Notice of Default Fee	Unpaid Lien	\$90.00
07/22/2013	AMS Cert & First Class Mailing Fee	\$2 per mailing piece, 3 addresses	\$12.00
07/22/2013	AMS Cert & First Class Mailing Cost	USPS postage cost per mailing piece, 3 addresses	\$19.71
07/15/2013	HOA Late Fees	Late Fee: 07/15/2013	\$10.00
07/01/2013	Assessment-Monthly	Recurring Charges: 07/01/2013	\$71.50
06/17/2013	HOA Late Fees	Late Fee: 6/17/2013	\$10.00
06/14/2013	AMS Lien Fee	Delinquent Assessment	\$325.00
06/14/2013	Recording Cost	County Recordings: \$17 for first page & \$1 for each additional page	\$34.00
06/14/2013	Release of Assessment Lien Fee	Release of lien upon payment in full	\$30.00
06/14/2013	AMS Cert & First Class Mailing Fee	\$2 per mailing piece, 3 addresses	\$12.00
06/14/2013	AMS Cert & First Class Mailing Cost	USPS postage cost per mailing piece, 3 addresses	\$19.71
06/01/2013	Assessment-Monthly	Recurring Charges: 06/01/2013	\$71.50
05/15/2013	HOA Late Fees	Late Fee: 05/15/2013	\$10.00
05/08/2013	AMS Intent to Lien Fee	Delinquent Assessment	\$95.00
05/08/2013	AMS Cert & First Class Mailing Fee	\$2 per mailing piece, 3 addresses	\$12.00
05/08/2013	AMS Cert & First Class Mailing Cost	USPS postage cost per mailing piece, 3 addresses	\$19.71
05/01/2013	Assessment-Monthly	Recurring Charges: 05/01/2013	\$71.50
04/15/2013	HOA Late Fees	Late Fee: 04/15/2013	\$10.00
04/01/2013	Assessment-Monthly	Recurring Charges: 04/01/2013	\$71.50
03/15/2013	HOA Late Fees	Late Fee: 03/15/2013	\$10.00
03/01/2013	Assessment-Monthly	Recurring Charges: 04/01/2013	\$71.50
02/15/2013	HOA Late Fees	Late Fee: 02/15/2013	\$10.00
02/01/2013	Assessment-Monthly	Recurring Charges: 02/01/2013	\$71.50
01/15/2013	HOA Late Fees	Late Fee: 01/15/2013	\$10.00
01/01/2013	Assessment-Monthly	Recurring Charges: 01/01/2013	\$71.50
12/17/2012	HOA Late Fees	Late Fee: 12/17/2012	\$10.00
12/01/2012	Assessment-Special	Recurring Charges: 12/01/2012	\$10.00
12/01/2012	Assessment-Monthly	Recurring Charges: 12/01/2012	\$65.00

11/15/2012	HOA Late Fees	Late Fee: 11/15/2012	\$10.00
11/01/2012	Assessment-Special	Recurring Charges: 11/01/2012	\$10.00
11/01/2012	Assessment-Monthly	Recurring Charges: 11/01/2012	\$65.00
10/15/2012	HOA Late Fees	Late Fee: 10/15/2012	\$10.00
10/01/2012	Assessment-Special	Recurring Charges: 10/01/2012	\$10.00
10/01/2012	Assessment-Monthly	Recurring Charges: 10/01/2012	\$65.00
09/17/2012	HOA Late Fees	Late Fee: 09/17/2012	\$10.00
09/01/2012	Assessment-Special	Recurring Charges: 09/01/2012	\$10.00
09/01/2012	Assessment-Monthly	Recurring Charges: 09/01/2012	\$65.00
08/15/2012	HOA Late Fees	Late Fee: 08/15/2012	\$10.00
08/01/2012	Assessment-Special	Recurring Charges: 08/01/2012	\$10.00
08/01/2012	Assessment-Monthly	Recurring Charges: 08/01/2012	\$65.00
07/15/2012	HOA Late Fees	Late Fee: 07/15/2012	\$10.00
07/01/2012	Assessment-Reserve	Recurring Charge: 7/01/2012	\$10.00
07/01/2012	Assessment-Monthly	Recurring Charge: 7/01/2012	\$65.00
06/15/2012	HOA Late Fees	Late Fee: 6/15/2012	\$10.00
06/01/2012	Assessment-Reserve	Recurring Charges: 06/01/2012	\$10.00
06/01/2012	Assessment-Monthly	Recurring Charges: 06/01/2012	\$65.00
05/15/2012	HOA Late Fees	Late Fee: 05/15/2012	\$10.00
05/01/2012	Assessment-Reserve	Recurring Charges: 05/01/2012	\$10.00
05/01/2012	Assessment-Monthly	Recurring Charges: 05/01/2012	\$65.00
04/18/2012	AMS Demand Fee	New Owner Demand	\$150.00
04/18/2012	AMS Cert & First Class Mailing Cost	USPS Postage cost per mailing piece; 3	\$18.60
04/18/2012	AMS Cert & First Class Mailing Fee	\$2 per mailing piece; 3	\$12.00
04/18/2012	Management Fee	CMG-from Walls	\$300.00
04/17/2012	Assessment-Monthly	Monthly Chrgs 4/1/08- 1/1/12; settlement charge from AMS 1100-12170	\$2,915.00
04/17/2012	Assessment-Reserve	Mthly Rsv Chrgs 4/1/08- 1/1/12; settlement charge from AMS 1100-12170	\$460.00
04/17/2012	HOA Late Fees	Late Fees 3/16/08- 12/16/11; settlement charge from AMS 1100- 12170	\$440.00
04/17/2012	HOA Late Interest	Late Interest 3/16/08- 12/16/11; settlement charge from AMS 1100- 12170	\$398.56
04/17/2012	TW Intent to Lien	Intent to Lien 7/22/08;	\$95.00

	Assessments	settlement charge from AMS 1100-12170	
04/17/2012	TWH-Account Setup Fee	Terra West Management Services	\$250.00
04/17/2012	STL-AMS Amended Lien Fee	Amend Delinquent Assessment Lien 10/28/11; settlement charge from AMS 1100-12170	\$200.00
04/17/2012	STL-AMS Recording Costs	County Recordings: \$14 for first page & \$1 for each additional page 10/28/11; settlement charge from AMS 1100-12170	\$28.00
04/17/2012	STL-AMS Release of Assessment Lien Fee	Release of lien upon payment in full 10/28/11; settlement charge from AMS 1100-12170	\$30.00
04/17/2012	STL-AMS Cert & FC Mailing Fee	\$2 per mailing piece, 2 addresses 10/28/11; settlement charge from AMS 1100-12170	\$8.00
04/17/2012	STL-AMS Cert & FC Mailing Cost	USPS postage cost per mailing piece, 2 addresses 10/28/11; settlement charge from AMS 1100-12170	\$12.06
04/17/2012	STL-AMS Cert & FC Mailing Fee	\$2 per mailing piece 2 9/23/11; settlement charge from AMS 1100-12170	\$8.00
04/17/2012	AMS Cert & First Class Mailing Cost	USPS postage cost per mailing piece 2 9/23/11; settlement charge from AMS 1100-12170	\$12.06
04/17/2012	STL-AMS Final Demand	unpaid lien 11/16/09; settlement charge from AMS 1100-12170	\$50.00
04/17/2012	STL-AMS Cert Mailing Fee	for final demand 11/16/09; settlement charge from AMS 1100-12170	\$10.00
04/17/2012	STL-AMS Lien	unpaid intent 9/2/09; settlement charge from AMS 1100-12170	\$395.00
04/17/2012	STL-AMS Cert Mailing Fee	for the final demand letter 9/2/09; settlement charge from AMS 1100-12170	\$10.00
04/17/2012	Management & File Prep Fee	prep file & follow up on collections 9/2/09; settlement charge from AMS 1100-12170	\$75.00
04/17/2012	STL-AMS Cert Mailing Fee	for the final demand letter 9/2/09; settlement charge from AMS 1100-12170	\$10.00
04/17/2012	Management & File Prep	prep file & follow up on	\$50.00

	Fee	collections 9/2/09; settlement charge from AMS 1100-12170	
04/17/2012	HOA Late Fees	Late Fee: 01/16/2012- 2/16/12; settlement charge from AMS 1100-97076	\$20.00
04/17/2012	Assessment-Monthly	Monthly Charges: 02/01/12-04/01/12; settlement charge from AMS 1100-97076	\$195.00
04/17/2012	Assessment-Reserve	Monthly Charges: 02/01/12-04/01/12; settlement charge from AMS 1100-97076	\$30.00
04/17/2012	STL-AMS Cert & FC Mailing Fee	\$2 per mailing piece; 2 2/17/12; settlement charge from AMS 1100-97076	\$8.00
04/17/2012	STL-AMS Cert & FC Mailing Cost	USPS Postage cost per mailing piece; 2 2/14/12; settlement charge from AMS 1100-97076	\$12.40
04/17/2012	STL-AMS Demand Fee	New Owner Demand- from Kim 2/14/12	\$150.00
04/17/2012	STL-AMS Cert & FC Mailing Cost	USPS postage cost per mailing piece; 2 addresses 3/7/12; settlement charge from AMS 1100-97076	\$12.40
04/17/2012	STL-AMS Cert & FC Mailing Fee	\$2 per mailing piece; 2 addresses 3/7/12; settlement charge from AMS 1100-97076	\$8.00
04/17/2012	STL-AMS Intent to Lien	Delinquent Assessment 3/7/12; settlement charge from AMS 1100-97076	\$95.00
Total			\$8,387.71

* Please be advised the total amount owing can change due to new late fees, interest, and assessments pursuant to SAN MARCOS AT SUMMERLIN HOMEOWNERS ASSOCIATION CC&Rs.

~EOD~

800 AMS 1100-114384 AMSINOD

Assessment Management Services
6655 S. CIMARRON ROAD, SUITE 201 * LAS VEGAS NV 89113 * (702) 856-3808 * FAX (702) 880-4699
E-mail: customerservice@amsresults.com
CERTIFIED MAIL RETURN RECEIPT REQUESTED
(COPY ALSO SENT VIA U.S. MAIL)

AMS 800
Jung & June Kim
452 Crocus Hill Street
Las Vegas, NV 89102

July 23, 2013

RE: Our Client: SAN MARCOS AT SUMMERLIN HOMEOWNERS ASSOCIATION
Homeowner: Jung Kim & June Kim
Account Number: AMS 1100-114384
Balance Owing: \$8,387.71*
Property: 452 Crocus Hill Street Las Vegas NV 89102

Dear Jung Kim & June Kim:

After numerous attempts to contact you, SAN MARCOS AT SUMMERLIN HOMEOWNERS ASSOCIATION is making final demand for payment in the amount of \$8,387.71 which is due and payable in our office by August 06, 2013.

If payment arrangements are not made, or account is not brought current within this time frame, Assessment Management Services will request authorization for Notice of Default and Election to Sell pursuant to NRS 116.31162 for your delinquent assessments.

Please make Money Order or Cashier's Check payable to Assessment Management Services and mail to:
Assessment Management Services
PO Box 80660 Las Vegas NV 89180

If you have questions, please contact our office at 702-856-3808.

Very truly yours,

Assessment Management Services

Enclosure: Account ledger

Notice to Consumer

Pursuant to and in accordance with the Fair Debt Collection Practices Act [15 U.S.C 1692, *et seq.*] and all applicable sections of Nevada Revised Statutes Chapters 116 and 649, Assessment Management Services provides the following notification(s). This communication is from a debt collector. This is an attempt to collect a debt. Any information obtained will be used for that purpose. This notice is required by the provision of the Fair Debt Collection Practices Act and does not imply that we are attempting to collect money from anyone who discharged the debt under the bankruptcy laws of the United States.

Account ledger
SAN MARCOS AT SUMMERLIN HOMEOWNERS ASSOCIATION

Account Number: AMS 1100-114384
Homeowner: Jung Kim & June Kim
Property: 452 Crocus Hill Street Las Vegas NV 89102

Date	Charge	Description	Amount
07/22/2013	AMS Intent to Notice of Default Fee	Unpaid Lien	\$90.00
07/22/2013	AMS Cert & First Class Mailing Fee	\$2 per mailing piece, 3 addresses	\$12.00
07/22/2013	AMS Cert & First Class Mailing Cost	USPS postage cost per mailing piece, 3 addresses	\$19.71
07/15/2013	HOA Late Fees	Late Fee: 07/15/2013	\$10.00
07/01/2013	Assessment-Monthly	Recurring Charges: 07/01/2013	\$71.50
06/17/2013	HOA Late Fees	Late Fee: 6/17/2013	\$10.00
06/14/2013	AMS Lien Fee	Delinquent Assessment	\$325.00
06/14/2013	Recording Cost	County Recordings: \$17 for first page & \$1 for each additional page	\$34.00
06/14/2013	Release of Assessment Lien Fee	Release of lien upon payment in full	\$30.00
06/14/2013	AMS Cert & First Class Mailing Fee	\$2 per mailing piece, 3 addresses	\$12.00
06/14/2013	AMS Cert & First Class Mailing Cost	USPS postage cost per mailing piece, 3 addresses	\$19.71
06/01/2013	Assessment-Monthly	Recurring Charges: 06/01/2013	\$71.50
05/15/2013	HOA Late Fees	Late Fee: 05/15/2013	\$10.00
05/08/2013	AMS Intent to Lien Fee	Delinquent Assessment	\$95.00
05/08/2013	AMS Cert & First Class Mailing Fee	\$2 per mailing piece, 3 addresses	\$12.00
05/08/2013	AMS Cert & First Class Mailing Cost	USPS postage cost per mailing piece, 3 addresses	\$19.71
05/01/2013	Assessment-Monthly	Recurring Charges: 05/01/2013	\$71.50
04/15/2013	HOA Late Fees	Late Fee: 04/15/2013	\$10.00
04/01/2013	Assessment-Monthly	Recurring Charges: 04/01/2013	\$71.50
03/15/2013	HOA Late Fees	Late Fee: 03/15/2013	\$10.00
03/01/2013	Assessment-Monthly	Recurring Charges: 04/01/2013	\$71.50
02/15/2013	HOA Late Fees	Late Fee: 02/15/2013	\$10.00
02/01/2013	Assessment-Monthly	Recurring Charges: 02/01/2013	\$71.50
01/15/2013	HOA Late Fees	Late Fee: 01/15/2013	\$10.00
01/01/2013	Assessment-Monthly	Recurring Charges: 01/01/2013	\$71.50
12/17/2012	HOA Late Fees	Late Fee: 12/17/2012	\$10.00
12/01/2012	Assessment-Special	Recurring Charges: 12/01/2012	\$10.00
12/01/2012	Assessment-Monthly	Recurring Charges: 12/01/2012	\$65.00

11/15/2012	HOA Late Fees	Late Fee: 11/15/2012	\$10.00
11/01/2012	Assessment-Special	Recurring Charges: 11/01/2012	\$10.00
11/01/2012	Assessment-Monthly	Recurring Charges: 11/01/2012	\$65.00
10/15/2012	HOA Late Fees	Late Fee: 10/15/2012	\$10.00
10/01/2012	Assessment-Special	Recurring Charges: 10/01/2012	\$10.00
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09/17/2012	HOA Late Fees	Late Fee: 09/17/2012	\$10.00
09/01/2012	Assessment-Special	Recurring Charges: 09/01/2012	\$10.00
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07/15/2012	HOA Late Fees	Late Fee: 07/15/2012	\$10.00
07/01/2012	Assessment-Reserve	Recurring Charge: 7/01/2012	\$10.00
07/01/2012	Assessment-Monthly	Recurring Charge: 7/01/2012	\$65.00
06/15/2012	HOA Late Fees	Late Fee: 6/15/2012	\$10.00
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05/01/2012	Assessment-Reserve	Recurring Charges: 05/01/2012	\$10.00
05/01/2012	Assessment-Monthly	Recurring Charges: 05/01/2012	\$65.00
04/18/2012	AMS Demand Fee	New Owner Demand	\$150.00
04/18/2012	AMS Cert & First Class Mailing Cost	USPS Postage cost per mailing piece; 3	\$18.60
04/18/2012	AMS Cert & First Class Mailing Fee	\$2 per mailing piece; 3	\$12.00
04/18/2012	Management Fee	CMG-from Walls	\$300.00
04/17/2012	Assessment-Monthly	Monthly Chrgs 4/1/08- 1/1/12; settlement charge from AMS 1100-12170	\$2,915.00
04/17/2012	Assessment-Reserve	Mthly Rsv Chrgs 4/1/08- 1/1/12; settlement charge from AMS 1100-12170	\$460.00
04/17/2012	HOA Late Fees	Late Fees 3/16/08- 12/16/11; settlement charge from AMS 1100- 12170	\$440.00
04/17/2012	HOA Late Interest	Late Interest 3/16/08- 12/16/11; settlement charge from AMS 1100- 12170	\$398.56
04/17/2012	TW Intent to Lien	Intent to Lien 7/22/08;	\$95.00

	Assessments	settlement charge from AMS 1100-12170	
04/17/2012	TWH-Account Setup Fee	Terra West Management Services	\$250.00
04/17/2012	STL-AMS Amended Lien Fee	Amend Delinquent Assessment Lien 10/28/11; settlement charge from AMS 1100-12170	\$200.00
04/17/2012	STL-AMS Recording Costs	County Recordings: \$14 for first page & \$1 for each additional page 10/28/11; settlement charge from AMS 1100-12170	\$28.00
04/17/2012	STL-AMS Release of Assessment Lien Fee	Release of lien upon payment in full 10/28/11; settlement charge from AMS 1100-12170	\$30.00
04/17/2012	STL-AMS Cert & FC Mailing Fee	\$2 per mailing piece, 2 addresses 10/28/11; settlement charge from AMS 1100-12170	\$8.00
04/17/2012	STL-AMS Cert & FC Mailing Cost	USPS postage cost per mailing piece, 2 addresses 10/28/11; settlement charge from AMS 1100-12170	\$12.06
04/17/2012	STL-AMS Cert & FC Mailing Fee	\$2 per mailing piece 2 9/23/11; settlement charge from AMS 1100-12170	\$8.00
04/17/2012	AMS Cert & First Class Mailing Cost	USPS postage cost per mailing piece 2 9/23/11; settlement charge from AMS 1100-12170	\$12.06
04/17/2012	STL-AMS Final Demand	unpaid lien 11/16/09; settlement charge from AMS 1100-12170	\$50.00
04/17/2012	STL-AMS Cert Mailing Fee	for final demand 11/16/09; settlement charge from AMS 1100-12170	\$10.00
04/17/2012	STL-AMS Lien	unpaid intent 9/2/09; settlement charge from AMS 1100-12170	\$395.00
04/17/2012	STL-AMS Cert Mailing Fee	for the final demand letter 9/2/09; settlement charge from AMS 1100-12170	\$10.00
04/17/2012	Management & File Prep Fee	prep file & follow up on collections 9/2/09; settlement charge from AMS 1100-12170	\$75.00
04/17/2012	STL-AMS Cert Mailing Fee	for the final demand letter 9/2/09; settlement charge from AMS 1100-12170	\$10.00
04/17/2012	Management & File Prep	prep file & follow up on	\$50.00

	Fee	collections 9/2/09; settlement charge from AMS 1100-12170	
04/17/2012	HOA Late Fees	Late Fee: 01/16/2012- 2/16/12; settlement charge from AMS 1100-97076	\$20.00
04/17/2012	Assessment-Monthly	Monthly Charges: 02/01/12-04/01/12; settlement charge from AMS 1100-97076	\$195.00
04/17/2012	Assessment-Reserve	Monthly Charges: 02/01/12-04/01/12; settlement charge from AMS 1100-97076	\$30.00
04/17/2012	STL-AMS Cert & FC Mailing Fee	\$2 per mailing piece; 2 2/17/12; settlement charge from AMS 1100-97076	\$8.00
04/17/2012	STL-AMS Cert & FC Mailing Cost	USPS Postage cost per mailing piece; 2 2/14/12; settlement charge from AMS 1100-97076	\$12.40
04/17/2012	STL-AMS Demand Fee	New Owner Demand- from Kim 2/14/12	\$150.00
04/17/2012	STL-AMS Cert & FC Mailing Cost	USPS postage cost per mailing piece; 2 addresses 3/7/12; settlement charge from AMS 1100-97076	\$12.40
04/17/2012	STL-AMS Cert & FC Mailing Fee	\$2 per mailing piece; 2 addresses 3/7/12; settlement charge from AMS 1100-97076	\$8.00
04/17/2012	STL-AMS Intent to Lien	Delinquent Assessment 3/7/12; settlement charge from AMS 1100-97076	\$95.00
Total			\$8,387.71

* Please be advised the total amount owing can change due to new late fees, interest, and assessments pursuant to SAN MARCOS AT SUMMERLIN HOMEOWNERS ASSOCIATION CC&Rs.

~EOD~



9171 9003 2900 1500 2562 82

AMS 800

Jung & June Kim
452 Crocus Hill Street
Las Vegas, NV 89102

800 AMS 1100-114384 AMSINOD

Assessment Management Services
6655 S. CIMARRON ROAD, SUITE 201 * LAS VEGAS NV 89113 * (702) 856-3808 * FAX (702) 880-4699
E-mail: customerservice@amsresults.com
CERTIFIED MAIL RETURN RECEIPT REQUESTED
(COPY ALSO SENT VIA U.S. MAIL)

AMS 800
Jung & June Kim
452 Crocus Hill Street
Las Vegas, NV 89102

July 23, 2013

RE: Our Client: SAN MARCOS AT SUMMERLIN HOMEOWNERS ASSOCIATION
Homeowner: Jung Kim & June Kim
Account Number: AMS 1100-114384
Balance Owing: \$8,387.71*
Property: 452 Crocus Hill Street Las Vegas NV 89102

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Very truly yours,

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04/17/2012	STL-AMS Cert Mailing Fee	for the final demand letter 9/2/09; settlement charge from AMS 1100-12170	\$10.00
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Total			\$8,387.71

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~EOD~

P.O. Box 80660
Las Vegas, Nevada 89180

CERTIFIED MAIL™

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RETURN TO SENDER
UNCLAIMED
UNABLE TO FORWARD

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V-24

RECEIVED
SEP 06 2013
AMM

800 AMS 1100-114384 AMSINOD

Assessment Management Services
6655 S. CIMARRON ROAD, SUITE 201 * LAS VEGAS NV 89113 * (702) 856-3808 * FAX (702) 880-4699
E-mail: customerservice@amsresults.com
CERTIFIED MAIL RETURN RECEIPT REQUESTED
(COPY ALSO SENT VIA U.S. MAIL)

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Jung & June Kim
452 Crocus Hill Street
Las Vegas, NV 89102

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03/15/2013	HOA Late Fees	Late Fee: 03/15/2013	\$10.00
03/01/2013	Assessment-Monthly	Recurring Charges: 04/01/2013	\$71.50
02/15/2013	HOA Late Fees	Late Fee: 02/15/2013	\$10.00
02/01/2013	Assessment-Monthly	Recurring Charges: 02/01/2013	\$71.50
01/15/2013	HOA Late Fees	Late Fee: 01/15/2013	\$10.00
01/01/2013	Assessment-Monthly	Recurring Charges: 01/01/2013	\$71.50
12/17/2012	HOA Late Fees	Late Fee: 12/17/2012	\$10.00
12/01/2012	Assessment-Special	Recurring Charges: 12/01/2012	\$10.00
12/01/2012	Assessment-Monthly	Recurring Charges: 12/01/2012	\$65.00

11/15/2012	HOA Late Fees	Late Fee: 11/15/2012	\$10.00
11/01/2012	Assessment-Special	Recurring Charges: 11/01/2012	\$10.00
11/01/2012	Assessment-Monthly	Recurring Charges: 11/01/2012	\$65.00
10/15/2012	HOA Late Fees	Late Fee: 10/15/2012	\$10.00
10/01/2012	Assessment-Special	Recurring Charges: 10/01/2012	\$10.00
10/01/2012	Assessment-Monthly	Recurring Charges: 10/01/2012	\$65.00
09/17/2012	HOA Late Fees	Late Fee: 09/17/2012	\$10.00
09/01/2012	Assessment-Special	Recurring Charges: 09/01/2012	\$10.00
09/01/2012	Assessment-Monthly	Recurring Charges: 09/01/2012	\$65.00
08/15/2012	HOA Late Fees	Late Fee: 08/15/2012	\$10.00
08/01/2012	Assessment-Special	Recurring Charges: 08/01/2012	\$10.00
08/01/2012	Assessment-Monthly	Recurring Charges: 08/01/2012	\$65.00
07/15/2012	HOA Late Fees	Late Fee: 07/15/2012	\$10.00
07/01/2012	Assessment-Reserve	Recurring Charge: 7/01/2012	\$10.00
07/01/2012	Assessment-Monthly	Recurring Charge: 7/01/2012	\$65.00
06/15/2012	HOA Late Fees	Late Fee: 6/15/2012	\$10.00
06/01/2012	Assessment-Reserve	Recurring Charges: 06/01/2012	\$10.00
06/01/2012	Assessment-Monthly	Recurring Charges: 06/01/2012	\$65.00
05/15/2012	HOA Late Fees	Late Fee: 05/15/2012	\$10.00
05/01/2012	Assessment-Reserve	Recurring Charges: 05/01/2012	\$10.00
05/01/2012	Assessment-Monthly	Recurring Charges: 05/01/2012	\$65.00
04/18/2012	AMS Demand Fee	New Owner Demand	\$150.00
04/18/2012	AMS Cert & First Class Mailing Cost	USPS Postage cost per mailing piece; 3	\$18.60
04/18/2012	AMS Cert & First Class Mailing Fee	\$2 per mailing piece; 3	\$12.00
04/18/2012	Management Fee	CMG-from Walls	\$300.00
04/17/2012	Assessment-Monthly	Monthly Chrgs 4/1/08- 1/1/12; settlement charge from AMS 1100-12170	\$2,915.00
04/17/2012	Assessment-Reserve	Mthly Rsv Chrgs 4/1/08- 1/1/12; settlement charge from AMS 1100-12170	\$460.00
04/17/2012	HOA Late Fees	Late Fees 3/16/08- 12/16/11; settlement charge from AMS 1100- 12170	\$440.00
04/17/2012	HOA Late Interest	Late Interest 3/16/08- 12/16/11; settlement charge from AMS 1100- 12170	\$398.56
04/17/2012	TW Intent to Lien	Intent to Lien 7/22/08;	\$95.00

	Assessments	settlement charge from AMS 1100-12170	
04/17/2012	TWH-Account Setup Fee	Terra West Management Services	\$250.00
04/17/2012	STL-AMS Amended Lien Fee	Amend Delinquent Assessment Lien 10/28/11; settlement charge from AMS 1100- 12170	\$200.00
04/17/2012	STL-AMS Recording Costs	County Recordings: \$14 for first page & \$1 for each additional page 10/28/11; settlement charge from AMS 1100- 12170	\$28.00
04/17/2012	STL-AMS Release of Assessment Lien Fee	Release of lien upon payment in full 10/28/11; settlement charge from AMS 1100-12170	\$30.00
04/17/2012	STL-AMS Cert & FC Mailing Fee	\$2 per mailing piece, 2 addresses 10/28/11; settlement charge from AMS 1100-12170	\$8.00
04/17/2012	STL-AMS Cert & FC Mailing Cost	USPS postage cost per mailing piece, 2 addresses 10/28/11; settlement charge from AMS 1100- 12170	\$12.06
04/17/2012	STL-AMS Cert & FC Mailing Fee	\$2 per mailing piece 2 9/23/11; settlement charge from AMS 1100-12170	\$8.00
04/17/2012	AMS Cert & First Class Mailing Cost	USPS postage cost per mailing piece 2 9/23/11; settlement charge from AMS 1100-12170	\$12.06
04/17/2012	STL-AMS Final Demand	unpaid lien 11/16/09; settlement charge from AMS 1100-12170	\$50.00
04/17/2012	STL-AMS Cert Mailing Fee	for final demand 11/16/09; settlement charge from AMS 1100- 12170	\$10.00
04/17/2012	STL-AMS Lien	unpaid intent 9/2/09; settlement charge from AMS 1100-12170	\$395.00
04/17/2012	STL-AMS Cert Mailing Fee	for the final demand letter 9/2/09; settlement charge from AMS 1100-12170	\$10.00
04/17/2012	Management & File Prep Fee	prep file & follow up on collections 9/2/09; settlement charge from AMS 1100-12170	\$75.00
04/17/2012	STL-AMS Cert Mailing Fee	for the final demand letter 9/2/09; settlement charge from AMS 1100-12170	\$10.00
04/17/2012	Management & File Prep	prep file & follow up on	\$50.00

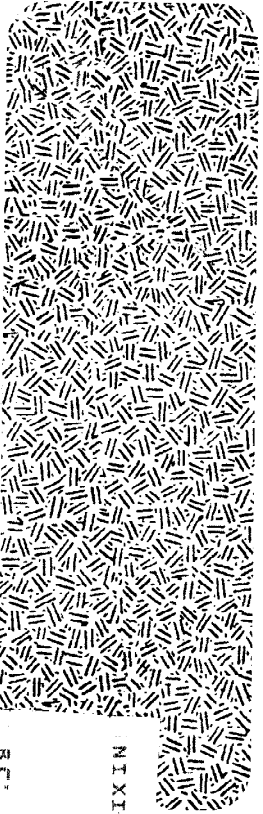
	Fee	collections 9/2/09; settlement charge from AMS 1100-12170	
04/17/2012	HOA Late Fees	Late Fee: 01/16/2012- 2/16/12; settlement charge from AMS 1100-97076	\$20.00
04/17/2012	Assessment-Monthly	Monthly Charges: 02/01/12-04/01/12; settlement charge from AMS 1100-97076	\$195.00
04/17/2012	Assessment-Reserve	Monthly Charges: 02/01/12-04/01/12; settlement charge from AMS 1100-97076	\$30.00
04/17/2012	STL-AMS Cert & FC Mailing Fee	\$2 per mailing piece; 2 2/17/12; settlement charge from AMS 1100-97076	\$8.00
04/17/2012	STL-AMS Cert & FC Mailing Cost	USPS Postage cost per mailing piece; 2 2/14/12; settlement charge from AMS 1100-97076	\$12.40
04/17/2012	STL-AMS Demand Fee	New Owner Demand- from Kim 2/14/12	\$150.00
04/17/2012	STL-AMS Cert & FC Mailing Cost	USPS postage cost per mailing piece; 2 addresses 3/7/12; settlement charge from AMS 1100-97076	\$12.40
04/17/2012	STL-AMS Cert & FC Mailing Fee	\$2 per mailing piece; 2 addresses 3/7/12; settlement charge from AMS 1100-97076	\$8.00
04/17/2012	STL-AMS Intent to Lien	Delinquent Assessment 3/7/12; settlement charge from AMS 1100-97076	\$95.00
Total			\$8,387.71

* Please be advised the total amount owing can change due to new late fees, interest, and assessments pursuant to SAN MARCOS AT SUMMERLIN HOMEOWNERS ASSOCIATION CC&Rs.

~EOD~

P.O. Box 80660
Las Vegas, Nevada 89180-0660

**IMPORTANT DOCUMENTS
ENCLOSED**



89180660660

WAC

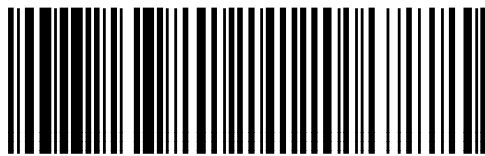
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NIXIE 891 DC 1 0008/01/13

RETURN TO SENDER
VACANT
UNABLE TO FORWARD

BC: 891800660660 *0194-02510-24-42

RECEIVED



9171 9003 2900 1500 2563 05

AMS 800

Jung & June Kim
9603 Deer Park Avenue
Las Vegas, NV 89148

800 AMS 1100-114384 AMSINOD

Assessment Management Services
6655 S. CIMARRON ROAD, SUITE 201 * LAS VEGAS NV 89113 * (702) 856-3808 * FAX (702) 880-4699
E-mail: customerservice@amsresults.com
CERTIFIED MAIL RETURN RECEIPT REQUESTED
(COPY ALSO SENT VIA U.S. MAIL)

AMS 800
Jung & June Kim
9603 Deer Park Avenue
Las Vegas, NV 89148

July 23, 2013

RE: Our Client: SAN MARCOS AT SUMMERLIN HOMEOWNERS ASSOCIATION
Homeowner: Jung Kim & June Kim
Account Number: AMS 1100-114384
Balance Owning: \$8,387.71*
Property: 452 Crocus Hill Street Las Vegas NV 89102

Dear Jung Kim & June Kim:

After numerous attempts to contact you, SAN MARCOS AT SUMMERLIN HOMEOWNERS ASSOCIATION is making final demand for payment in the amount of \$8,387.71 which is due and payable in our office by August 06, 2013.

If payment arrangements are not made, or account is not brought current within this time frame, Assessment Management Services will request authorization for Notice of Default and Election to Sell pursuant to NRS 116.31162 for your delinquent assessments.

Please make Money Order or Cashier's Check payable to Assessment Management Services and mail to:
Assessment Management Services
PO Box 80660 Las Vegas NV 89180

If you have questions, please contact our office at 702-856-3808.

Very truly yours,

Assessment Management Services

Enclosure: Account ledger

Notice to Consumer

Pursuant to and in accordance with the Fair Debt Collection Practices Act [15 U.S.C 1692, *et seq.*] and all applicable sections of Nevada Revised Statutes Chapters 116 and 649, Assessment Management Services provides the following notification(s). This communication is from a debt collector. This is an attempt to collect a debt. Any information obtained will be used for that purpose. This notice is required by the provision of the Fair Debt Collection Practices Act and does not imply that we are attempting to collect money from anyone who discharged the debt under the bankruptcy laws of the United States.

Account ledger
SAN MARCOS AT SUMMERLIN HOMEOWNERS ASSOCIATION

Account Number: AMS 1100-114384
Homeowner: Jung Kim & June Kim
Property: 452 Crocus Hill Street Las Vegas NV 89102

Date	Charge	Description	Amount
07/22/2013	AMS Intent to Notice of Default Fee	Unpaid Lien	\$90.00
07/22/2013	AMS Cert & First Class Mailing Fee	\$2 per mailing piece, 3 addresses	\$12.00
07/22/2013	AMS Cert & First Class Mailing Cost	USPS postage cost per mailing piece, 3 addresses	\$19.71
07/15/2013	HOA Late Fees	Late Fee: 07/15/2013	\$10.00
07/01/2013	Assessment-Monthly	Recurring Charges: 07/01/2013	\$71.50
06/17/2013	HOA Late Fees	Late Fee: 6/17/2013	\$10.00
06/14/2013	AMS Lien Fee	Delinquent Assessment	\$325.00
06/14/2013	Recording Cost	County Recordings: \$17 for first page & \$1 for each additional page	\$34.00
06/14/2013	Release of Assessment Lien Fee	Release of lien upon payment in full	\$30.00
06/14/2013	AMS Cert & First Class Mailing Fee	\$2 per mailing piece, 3 addresses	\$12.00
06/14/2013	AMS Cert & First Class Mailing Cost	USPS postage cost per mailing piece, 3 addresses	\$19.71
06/01/2013	Assessment-Monthly	Recurring Charges: 06/01/2013	\$71.50
05/15/2013	HOA Late Fees	Late Fee: 05/15/2013	\$10.00
05/08/2013	AMS Intent to Lien Fee	Delinquent Assessment	\$95.00
05/08/2013	AMS Cert & First Class Mailing Fee	\$2 per mailing piece, 3 addresses	\$12.00
05/08/2013	AMS Cert & First Class Mailing Cost	USPS postage cost per mailing piece, 3 addresses	\$19.71
05/01/2013	Assessment-Monthly	Recurring Charges: 05/01/2013	\$71.50
04/15/2013	HOA Late Fees	Late Fee: 04/15/2013	\$10.00
04/01/2013	Assessment-Monthly	Recurring Charges: 04/01/2013	\$71.50
03/15/2013	HOA Late Fees	Late Fee: 03/15/2013	\$10.00
03/01/2013	Assessment-Monthly	Recurring Charges: 04/01/2013	\$71.50
02/15/2013	HOA Late Fees	Late Fee: 02/15/2013	\$10.00
02/01/2013	Assessment-Monthly	Recurring Charges: 02/01/2013	\$71.50
01/15/2013	HOA Late Fees	Late Fee: 01/15/2013	\$10.00
01/01/2013	Assessment-Monthly	Recurring Charges: 01/01/2013	\$71.50
12/17/2012	HOA Late Fees	Late Fee: 12/17/2012	\$10.00
12/01/2012	Assessment-Special	Recurring Charges: 12/01/2012	\$10.00
12/01/2012	Assessment-Monthly	Recurring Charges: 12/01/2012	\$65.00

11/15/2012	HOA Late Fees	Late Fee: 11/15/2012	\$10.00
11/01/2012	Assessment-Special	Recurring Charges: 11/01/2012	\$10.00
11/01/2012	Assessment-Monthly	Recurring Charges: 11/01/2012	\$65.00
10/15/2012	HOA Late Fees	Late Fee: 10/15/2012	\$10.00
10/01/2012	Assessment-Special	Recurring Charges: 10/01/2012	\$10.00
10/01/2012	Assessment-Monthly	Recurring Charges: 10/01/2012	\$65.00
09/17/2012	HOA Late Fees	Late Fee: 09/17/2012	\$10.00
09/01/2012	Assessment-Special	Recurring Charges: 09/01/2012	\$10.00
09/01/2012	Assessment-Monthly	Recurring Charges: 09/01/2012	\$65.00
08/15/2012	HOA Late Fees	Late Fee: 08/15/2012	\$10.00
08/01/2012	Assessment-Special	Recurring Charges: 08/01/2012	\$10.00
08/01/2012	Assessment-Monthly	Recurring Charges: 08/01/2012	\$65.00
07/15/2012	HOA Late Fees	Late Fee: 07/15/2012	\$10.00
07/01/2012	Assessment-Reserve	Recurring Charge: 7/01/2012	\$10.00
07/01/2012	Assessment-Monthly	Recurring Charge: 7/01/2012	\$65.00
06/15/2012	HOA Late Fees	Late Fee: 6/15/2012	\$10.00
06/01/2012	Assessment-Reserve	Recurring Charges: 06/01/2012	\$10.00
06/01/2012	Assessment-Monthly	Recurring Charges: 06/01/2012	\$65.00
05/15/2012	HOA Late Fees	Late Fee: 05/15/2012	\$10.00
05/01/2012	Assessment-Reserve	Recurring Charges: 05/01/2012	\$10.00
05/01/2012	Assessment-Monthly	Recurring Charges: 05/01/2012	\$65.00
04/18/2012	AMS Demand Fee	New Owner Demand	\$150.00
04/18/2012	AMS Cert & First Class Mailing Cost	USPS Postage cost per mailing piece; 3	\$18.60
04/18/2012	AMS Cert & First Class Mailing Fee	\$2 per mailing piece; 3	\$12.00
04/18/2012	Management Fee	CMG-from Walls	\$300.00
04/17/2012	Assessment-Monthly	Monthly Chrgs 4/1/08- 1/1/12; settlement charge from AMS 1100-12170	\$2,915.00
04/17/2012	Assessment-Reserve	Mthly Rsv Chrgs 4/1/08- 1/1/12; settlement charge from AMS 1100-12170	\$460.00
04/17/2012	HOA Late Fees	Late Fees 3/16/08- 12/16/11; settlement charge from AMS 1100- 12170	\$440.00
04/17/2012	HOA Late Interest	Late Interest 3/16/08- 12/16/11; settlement charge from AMS 1100- 12170	\$398.56
04/17/2012	TW Intent to Lien	Intent to Lien 7/22/08;	\$95.00

	Assessments	settlement charge from AMS 1100-12170	
04/17/2012	TWH-Account Setup Fee	Terra West Management Services	\$250.00
04/17/2012	STL-AMS Amended Lien Fee	Amend Delinquent Assessment Lien 10/28/11; settlement charge from AMS 1100-12170	\$200.00
04/17/2012	STL-AMS Recording Costs	County Recordings: \$14 for first page & \$1 for each additional page 10/28/11; settlement charge from AMS 1100-12170	\$28.00
04/17/2012	STL-AMS Release of Assessment Lien Fee	Release of lien upon payment in full 10/28/11; settlement charge from AMS 1100-12170	\$30.00
04/17/2012	STL-AMS Cert & FC Mailing Fee	\$2 per mailing piece, 2 addresses 10/28/11; settlement charge from AMS 1100-12170	\$8.00
04/17/2012	STL-AMS Cert & FC Mailing Cost	USPS postage cost per mailing piece, 2 addresses 10/28/11; settlement charge from AMS 1100-12170	\$12.06
04/17/2012	STL-AMS Cert & FC Mailing Fee	\$2 per mailing piece 2 9/23/11; settlement charge from AMS 1100-12170	\$8.00
04/17/2012	AMS Cert & First Class Mailing Cost	USPS postage cost per mailing piece 2 9/23/11; settlement charge from AMS 1100-12170	\$12.06
04/17/2012	STL-AMS Final Demand	unpaid lien 11/16/09; settlement charge from AMS 1100-12170	\$50.00
04/17/2012	STL-AMS Cert Mailing Fee	for final demand 11/16/09; settlement charge from AMS 1100-12170	\$10.00
04/17/2012	STL-AMS Lien	unpaid intent 9/2/09; settlement charge from AMS 1100-12170	\$395.00
04/17/2012	STL-AMS Cert Mailing Fee	for the final demand letter 9/2/09; settlement charge from AMS 1100-12170	\$10.00
04/17/2012	Management & File Prep Fee	prep file & follow up on collections 9/2/09; settlement charge from AMS 1100-12170	\$75.00
04/17/2012	STL-AMS Cert Mailing Fee	for the final demand letter 9/2/09; settlement charge from AMS 1100-12170	\$10.00
04/17/2012	Management & File Prep	prep file & follow up on	\$50.00

	Fee	collections 9/2/09; settlement charge from AMS 1100-12170	
04/17/2012	HOA Late Fees	Late Fee: 01/16/2012- 2/16/12; settlement charge from AMS 1100-97076	\$20.00
04/17/2012	Assessment-Monthly	Monthly Charges: 02/01/12-04/01/12; settlement charge from AMS 1100-97076	\$195.00
04/17/2012	Assessment-Reserve	Monthly Charges: 02/01/12-04/01/12; settlement charge from AMS 1100-97076	\$30.00
04/17/2012	STL-AMS Cert & FC Mailing Fee	\$2 per mailing piece; 2 2/17/12; settlement charge from AMS 1100-97076	\$8.00
04/17/2012	STL-AMS Cert & FC Mailing Cost	USPS Postage cost per mailing piece; 2 2/14/12; settlement charge from AMS 1100-97076	\$12.40
04/17/2012	STL-AMS Demand Fee	New Owner Demand- from Kim 2/14/12	\$150.00
04/17/2012	STL-AMS Cert & FC Mailing Cost	USPS postage cost per mailing piece; 2 addresses 3/7/12; settlement charge from AMS 1100-97076	\$12.40
04/17/2012	STL-AMS Cert & FC Mailing Fee	\$2 per mailing piece; 2 addresses 3/7/12; settlement charge from AMS 1100-97076	\$8.00
04/17/2012	STL-AMS Intent to Lien	Delinquent Assessment 3/7/12; settlement charge from AMS 1100-97076	\$95.00
Total			\$8,387.71

* Please be advised the total amount owing can change due to new late fees, interest, and assessments pursuant to SAN MARCOS AT SUMMERLIN HOMEOWNERS ASSOCIATION CC&Rs.

~EOD~

800 AMS 1100-114384 AMSINOD

Assessment Management Services
6655 S. CIMARRON ROAD, SUITE 201 * LAS VEGAS NV 89113 * (702) 856-3808 * FAX (702) 880-4699
E-mail: customerservice@amsresults.com
CERTIFIED MAIL RETURN RECEIPT REQUESTED
(COPY ALSO SENT VIA U.S. MAIL)

AMS 800
Jung & June Kim
9603 Deer Park Avenue
Las Vegas, NV 89148

July 23, 2013

RE: Our Client: SAN MARCOS AT SUMMERLIN HOMEOWNERS ASSOCIATION
Homeowner: Jung Kim & June Kim
Account Number: AMS 1100-114384
Balance Owning: \$8,387.71*
Property: 452 Crocus Hill Street Las Vegas NV 89102

Dear Jung Kim & June Kim:

After numerous attempts to contact you, SAN MARCOS AT SUMMERLIN HOMEOWNERS ASSOCIATION is making final demand for payment in the amount of \$8,387.71 which is due and payable in our office by August 06, 2013.

If payment arrangements are not made, or account is not brought current within this time frame, Assessment Management Services will request authorization for Notice of Default and Election to Sell pursuant to NRS 116.31162 for your delinquent assessments.

Please make Money Order or Cashier's Check payable to Assessment Management Services and mail to:
Assessment Management Services
PO Box 80660 Las Vegas NV 89180

If you have questions, please contact our office at 702-856-3808.

Very truly yours,

Assessment Management Services

Enclosure: Account ledger

Notice to Consumer

Pursuant to and in accordance with the Fair Debt Collection Practices Act [15 U.S.C 1692, *et seq.*] and all applicable sections of Nevada Revised Statutes Chapters 116 and 649, Assessment Management Services provides the following notification(s). This communication is from a debt collector. This is an attempt to collect a debt. Any information obtained will be used for that purpose. This notice is required by the provision of the Fair Debt Collection Practices Act and does not imply that we are attempting to collect money from anyone who discharged the debt under the bankruptcy laws of the United States.

Account ledger
SAN MARCOS AT SUMMERLIN HOMEOWNERS ASSOCIATION

Account Number: AMS 1100-114384
Homeowner: Jung Kim & June Kim
Property: 452 Crocus Hill Street Las Vegas NV 89102

Date	Charge	Description	Amount
07/22/2013	AMS Intent to Notice of Default Fee	Unpaid Lien	\$90.00
07/22/2013	AMS Cert & First Class Mailing Fee	\$2 per mailing piece, 3 addresses	\$12.00
07/22/2013	AMS Cert & First Class Mailing Cost	USPS postage cost per mailing piece, 3 addresses	\$19.71
07/15/2013	HOA Late Fees	Late Fee: 07/15/2013	\$10.00
07/01/2013	Assessment-Monthly	Recurring Charges: 07/01/2013	\$71.50
06/17/2013	HOA Late Fees	Late Fee: 6/17/2013	\$10.00
06/14/2013	AMS Lien Fee	Delinquent Assessment	\$325.00
06/14/2013	Recording Cost	County Recordings: \$17 for first page & \$1 for each additional page	\$34.00
06/14/2013	Release of Assessment Lien Fee	Release of lien upon payment in full	\$30.00
06/14/2013	AMS Cert & First Class Mailing Fee	\$2 per mailing piece, 3 addresses	\$12.00
06/14/2013	AMS Cert & First Class Mailing Cost	USPS postage cost per mailing piece, 3 addresses	\$19.71
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05/15/2013	HOA Late Fees	Late Fee: 05/15/2013	\$10.00
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05/08/2013	AMS Cert & First Class Mailing Cost	USPS postage cost per mailing piece, 3 addresses	\$19.71
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12/17/2012	HOA Late Fees	Late Fee: 12/17/2012	\$10.00
12/01/2012	Assessment-Special	Recurring Charges: 12/01/2012	\$10.00
12/01/2012	Assessment-Monthly	Recurring Charges: 12/01/2012	\$65.00

11/15/2012	HOA Late Fees	Late Fee: 11/15/2012	\$10.00
11/01/2012	Assessment-Special	Recurring Charges: 11/01/2012	\$10.00
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10/01/2012	Assessment-Monthly	Recurring Charges: 10/01/2012	\$65.00
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08/01/2012	Assessment-Special	Recurring Charges: 08/01/2012	\$10.00
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07/15/2012	HOA Late Fees	Late Fee: 07/15/2012	\$10.00
07/01/2012	Assessment-Reserve	Recurring Charge: 7/01/2012	\$10.00
07/01/2012	Assessment-Monthly	Recurring Charge: 7/01/2012	\$65.00
06/15/2012	HOA Late Fees	Late Fee: 6/15/2012	\$10.00
06/01/2012	Assessment-Reserve	Recurring Charges: 06/01/2012	\$10.00
06/01/2012	Assessment-Monthly	Recurring Charges: 06/01/2012	\$65.00
05/15/2012	HOA Late Fees	Late Fee: 05/15/2012	\$10.00
05/01/2012	Assessment-Reserve	Recurring Charges: 05/01/2012	\$10.00
05/01/2012	Assessment-Monthly	Recurring Charges: 05/01/2012	\$65.00
04/18/2012	AMS Demand Fee	New Owner Demand	\$150.00
04/18/2012	AMS Cert & First Class Mailing Cost	USPS Postage cost per mailing piece; 3	\$18.60
04/18/2012	AMS Cert & First Class Mailing Fee	\$2 per mailing piece; 3	\$12.00
04/18/2012	Management Fee	CMG-from Walls	\$300.00
04/17/2012	Assessment-Monthly	Monthly Chrgs 4/1/08- 1/1/12; settlement charge from AMS 1100-12170	\$2,915.00
04/17/2012	Assessment-Reserve	Mthly Rsv Chrgs 4/1/08- 1/1/12; settlement charge from AMS 1100-12170	\$460.00
04/17/2012	HOA Late Fees	Late Fees 3/16/08- 12/16/11; settlement charge from AMS 1100- 12170	\$440.00
04/17/2012	HOA Late Interest	Late Interest 3/16/08- 12/16/11; settlement charge from AMS 1100- 12170	\$398.56
04/17/2012	TW Intent to Lien	Intent to Lien 7/22/08;	\$95.00

	Assessments	settlement charge from AMS 1100-12170	
04/17/2012	TWH-Account Setup Fee	Terra West Management Services	\$250.00
04/17/2012	STL-AMS Amended Lien Fee	Amend Delinquent Assessment Lien 10/28/11; settlement charge from AMS 1100-12170	\$200.00
04/17/2012	STL-AMS Recording Costs	County Recordings: \$14 for first page & \$1 for each additional page 10/28/11; settlement charge from AMS 1100-12170	\$28.00
04/17/2012	STL-AMS Release of Assessment Lien Fee	Release of lien upon payment in full 10/28/11; settlement charge from AMS 1100-12170	\$30.00
04/17/2012	STL-AMS Cert & FC Mailing Fee	\$2 per mailing piece, 2 addresses 10/28/11; settlement charge from AMS 1100-12170	\$8.00
04/17/2012	STL-AMS Cert & FC Mailing Cost	USPS postage cost per mailing piece, 2 addresses 10/28/11; settlement charge from AMS 1100-12170	\$12.06
04/17/2012	STL-AMS Cert & FC Mailing Fee	\$2 per mailing piece 2 9/23/11; settlement charge from AMS 1100-12170	\$8.00
04/17/2012	AMS Cert & First Class Mailing Cost	USPS postage cost per mailing piece 2 9/23/11; settlement charge from AMS 1100-12170	\$12.06
04/17/2012	STL-AMS Final Demand	unpaid lien 11/16/09; settlement charge from AMS 1100-12170	\$50.00
04/17/2012	STL-AMS Cert Mailing Fee	for final demand 11/16/09; settlement charge from AMS 1100-12170	\$10.00
04/17/2012	STL-AMS Lien	unpaid intent 9/2/09; settlement charge from AMS 1100-12170	\$395.00
04/17/2012	STL-AMS Cert Mailing Fee	for the final demand letter 9/2/09; settlement charge from AMS 1100-12170	\$10.00
04/17/2012	Management & File Prep Fee	prep file & follow up on collections 9/2/09; settlement charge from AMS 1100-12170	\$75.00
04/17/2012	STL-AMS Cert Mailing Fee	for the final demand letter 9/2/09; settlement charge from AMS 1100-12170	\$10.00
04/17/2012	Management & File Prep	prep file & follow up on	\$50.00

	Fee	collections 9/2/09; settlement charge from AMS 1100-12170	
04/17/2012	HOA Late Fees	Late Fee: 01/16/2012- 2/16/12; settlement charge from AMS 1100-97076	\$20.00
04/17/2012	Assessment-Monthly	Monthly Charges: 02/01/12-04/01/12; settlement charge from AMS 1100-97076	\$195.00
04/17/2012	Assessment-Reserve	Monthly Charges: 02/01/12-04/01/12; settlement charge from AMS 1100-97076	\$30.00
04/17/2012	STL-AMS Cert & FC Mailing Fee	\$2 per mailing piece; 2 2/17/12; settlement charge from AMS 1100-97076	\$8.00
04/17/2012	STL-AMS Cert & FC Mailing Cost	USPS Postage cost per mailing piece; 2 2/14/12; settlement charge from AMS 1100-97076	\$12.40
04/17/2012	STL-AMS Demand Fee	New Owner Demand- from Kim 2/14/12	\$150.00
04/17/2012	STL-AMS Cert & FC Mailing Cost	USPS postage cost per mailing piece; 2 addresses 3/7/12; settlement charge from AMS 1100-97076	\$12.40
04/17/2012	STL-AMS Cert & FC Mailing Fee	\$2 per mailing piece; 2 addresses 3/7/12; settlement charge from AMS 1100-97076	\$8.00
04/17/2012	STL-AMS Intent to Lien	Delinquent Assessment 3/7/12; settlement charge from AMS 1100-97076	\$95.00
Total			\$8,387.71

* Please be advised the total amount owing can change due to new late fees, interest, and assessments pursuant to SAN MARCOS AT SUMMERLIN HOMEOWNERS ASSOCIATION CC&Rs.

~EOD~



9171 9003 2900 1500 2562 99

AMS 800

Jung & June Kim
11709 Copper Trails Lane
Oklahoma City, OK 73170

800 AMS 1100-114384 AMSINOD

Assessment Management Services
6655 S. CIMARRON ROAD, SUITE 201 * LAS VEGAS NV 89113 * (702) 856-3808 * FAX (702) 880-4699
E-mail: customerservice@amsresults.com
CERTIFIED MAIL RETURN RECEIPT REQUESTED
(COPY ALSO SENT VIA U.S. MAIL)

AMS 800
Jung & June Kim
11709 Copper Trails Lane
Oklahoma City, OK 73170

July 23, 2013

RE: Our Client: SAN MARCOS AT SUMMERLIN HOMEOWNERS ASSOCIATION
Homeowner: Jung Kim & June Kim
Account Number: AMS 1100-114384
Balance Owing: \$8,387.71*
Property: 452 Crocus Hill Street Las Vegas NV 89102

Dear Jung Kim & June Kim:

After numerous attempts to contact you, SAN MARCOS AT SUMMERLIN HOMEOWNERS ASSOCIATION is making final demand for payment in the amount of \$8,387.71 which is due and payable in our office by August 06, 2013.

If payment arrangements are not made, or account is not brought current within this time frame, Assessment Management Services will request authorization for Notice of Default and Election to Sell pursuant to NRS 116.31162 for your delinquent assessments.

Please make Money Order or Cashier's Check payable to Assessment Management Services and mail to:
Assessment Management Services
PO Box 80660 Las Vegas NV 89180

If you have questions, please contact our office at 702-856-3808.

Very truly yours,

Assessment Management Services

Enclosure: Account ledger

Notice to Consumer

Pursuant to and in accordance with the Fair Debt Collection Practices Act [15 U.S.C 1692, *et seq.*] and all applicable sections of Nevada Revised Statutes Chapters 116 and 649, Assessment Management Services provides the following notification(s). This communication is from a debt collector. This is an attempt to collect a debt. Any information obtained will be used for that purpose. This notice is required by the provision of the Fair Debt Collection Practices Act and does not imply that we are attempting to collect money from anyone who discharged the debt under the bankruptcy laws of the United States.

Account ledger
SAN MARCOS AT SUMMERLIN HOMEOWNERS ASSOCIATION

Account Number: AMS 1100-114384
Homeowner: Jung Kim & June Kim
Property: 452 Crocus Hill Street Las Vegas NV 89102

Date	Charge	Description	Amount
07/22/2013	AMS Intent to Notice of Default Fee	Unpaid Lien	\$90.00
07/22/2013	AMS Cert & First Class Mailing Fee	\$2 per mailing piece, 3 addresses	\$12.00
07/22/2013	AMS Cert & First Class Mailing Cost	USPS postage cost per mailing piece, 3 addresses	\$19.71
07/15/2013	HOA Late Fees	Late Fee: 07/15/2013	\$10.00
07/01/2013	Assessment-Monthly	Recurring Charges: 07/01/2013	\$71.50
06/17/2013	HOA Late Fees	Late Fee: 6/17/2013	\$10.00
06/14/2013	AMS Lien Fee	Delinquent Assessment	\$325.00
06/14/2013	Recording Cost	County Recordings: \$17 for first page & \$1 for each additional page	\$34.00
06/14/2013	Release of Assessment Lien Fee	Release of lien upon payment in full	\$30.00
06/14/2013	AMS Cert & First Class Mailing Fee	\$2 per mailing piece, 3 addresses	\$12.00
06/14/2013	AMS Cert & First Class Mailing Cost	USPS postage cost per mailing piece, 3 addresses	\$19.71
06/01/2013	Assessment-Monthly	Recurring Charges: 06/01/2013	\$71.50
05/15/2013	HOA Late Fees	Late Fee: 05/15/2013	\$10.00
05/08/2013	AMS Intent to Lien Fee	Delinquent Assessment	\$95.00
05/08/2013	AMS Cert & First Class Mailing Fee	\$2 per mailing piece, 3 addresses	\$12.00
05/08/2013	AMS Cert & First Class Mailing Cost	USPS postage cost per mailing piece, 3 addresses	\$19.71
05/01/2013	Assessment-Monthly	Recurring Charges: 05/01/2013	\$71.50
04/15/2013	HOA Late Fees	Late Fee: 04/15/2013	\$10.00
04/01/2013	Assessment-Monthly	Recurring Charges: 04/01/2013	\$71.50
03/15/2013	HOA Late Fees	Late Fee: 03/15/2013	\$10.00
03/01/2013	Assessment-Monthly	Recurring Charges: 04/01/2013	\$71.50
02/15/2013	HOA Late Fees	Late Fee: 02/15/2013	\$10.00
02/01/2013	Assessment-Monthly	Recurring Charges: 02/01/2013	\$71.50
01/15/2013	HOA Late Fees	Late Fee: 01/15/2013	\$10.00
01/01/2013	Assessment-Monthly	Recurring Charges: 01/01/2013	\$71.50
12/17/2012	HOA Late Fees	Late Fee: 12/17/2012	\$10.00
12/01/2012	Assessment-Special	Recurring Charges: 12/01/2012	\$10.00
12/01/2012	Assessment-Monthly	Recurring Charges: 12/01/2012	\$65.00

11/15/2012	HOA Late Fees	Late Fee: 11/15/2012	\$10.00
11/01/2012	Assessment-Special	Recurring Charges: 11/01/2012	\$10.00
11/01/2012	Assessment-Monthly	Recurring Charges: 11/01/2012	\$65.00
10/15/2012	HOA Late Fees	Late Fee: 10/15/2012	\$10.00
10/01/2012	Assessment-Special	Recurring Charges: 10/01/2012	\$10.00
10/01/2012	Assessment-Monthly	Recurring Charges: 10/01/2012	\$65.00
09/17/2012	HOA Late Fees	Late Fee: 09/17/2012	\$10.00
09/01/2012	Assessment-Special	Recurring Charges: 09/01/2012	\$10.00
09/01/2012	Assessment-Monthly	Recurring Charges: 09/01/2012	\$65.00
08/15/2012	HOA Late Fees	Late Fee: 08/15/2012	\$10.00
08/01/2012	Assessment-Special	Recurring Charges: 08/01/2012	\$10.00
08/01/2012	Assessment-Monthly	Recurring Charges: 08/01/2012	\$65.00
07/15/2012	HOA Late Fees	Late Fee: 07/15/2012	\$10.00
07/01/2012	Assessment-Reserve	Recurring Charge: 7/01/2012	\$10.00
07/01/2012	Assessment-Monthly	Recurring Charge: 7/01/2012	\$65.00
06/15/2012	HOA Late Fees	Late Fee: 6/15/2012	\$10.00
06/01/2012	Assessment-Reserve	Recurring Charges: 06/01/2012	\$10.00
06/01/2012	Assessment-Monthly	Recurring Charges: 06/01/2012	\$65.00
05/15/2012	HOA Late Fees	Late Fee: 05/15/2012	\$10.00
05/01/2012	Assessment-Reserve	Recurring Charges: 05/01/2012	\$10.00
05/01/2012	Assessment-Monthly	Recurring Charges: 05/01/2012	\$65.00
04/18/2012	AMS Demand Fee	New Owner Demand	\$150.00
04/18/2012	AMS Cert & First Class Mailing Cost	USPS Postage cost per mailing piece; 3	\$18.60
04/18/2012	AMS Cert & First Class Mailing Fee	\$2 per mailing piece; 3	\$12.00
04/18/2012	Management Fee	CMG-from Walls	\$300.00
04/17/2012	Assessment-Monthly	Monthly Chrgs 4/1/08- 1/1/12; settlement charge from AMS 1100-12170	\$2,915.00
04/17/2012	Assessment-Reserve	Mthly Rsv Chrgs 4/1/08- 1/1/12; settlement charge from AMS 1100-12170	\$460.00
04/17/2012	HOA Late Fees	Late Fees 3/16/08- 12/16/11; settlement charge from AMS 1100- 12170	\$440.00
04/17/2012	HOA Late Interest	Late Interest 3/16/08- 12/16/11; settlement charge from AMS 1100- 12170	\$398.56
04/17/2012	TW Intent to Lien	Intent to Lien 7/22/08;	\$95.00

	Assessments	settlement charge from AMS 1100-12170	
04/17/2012	TWH-Account Setup Fee	Terra West Management Services	\$250.00
04/17/2012	STL-AMS Amended Lien Fee	Amend Delinquent Assessment Lien 10/28/11; settlement charge from AMS 1100-12170	\$200.00
04/17/2012	STL-AMS Recording Costs	County Recordings: \$14 for first page & \$1 for each additional page 10/28/11; settlement charge from AMS 1100-12170	\$28.00
04/17/2012	STL-AMS Release of Assessment Lien Fee	Release of lien upon payment in full 10/28/11; settlement charge from AMS 1100-12170	\$30.00
04/17/2012	STL-AMS Cert & FC Mailing Fee	\$2 per mailing piece, 2 addresses 10/28/11; settlement charge from AMS 1100-12170	\$8.00
04/17/2012	STL-AMS Cert & FC Mailing Cost	USPS postage cost per mailing piece, 2 addresses 10/28/11; settlement charge from AMS 1100-12170	\$12.06
04/17/2012	STL-AMS Cert & FC Mailing Fee	\$2 per mailing piece 2 9/23/11; settlement charge from AMS 1100-12170	\$8.00
04/17/2012	AMS Cert & First Class Mailing Cost	USPS postage cost per mailing piece 2 9/23/11; settlement charge from AMS 1100-12170	\$12.06
04/17/2012	STL-AMS Final Demand	unpaid lien 11/16/09; settlement charge from AMS 1100-12170	\$50.00
04/17/2012	STL-AMS Cert Mailing Fee	for final demand 11/16/09; settlement charge from AMS 1100-12170	\$10.00
04/17/2012	STL-AMS Lien	unpaid intent 9/2/09; settlement charge from AMS 1100-12170	\$395.00
04/17/2012	STL-AMS Cert Mailing Fee	for the final demand letter 9/2/09; settlement charge from AMS 1100-12170	\$10.00
04/17/2012	Management & File Prep Fee	prep file & follow up on collections 9/2/09; settlement charge from AMS 1100-12170	\$75.00
04/17/2012	STL-AMS Cert Mailing Fee	for the final demand letter 9/2/09; settlement charge from AMS 1100-12170	\$10.00
04/17/2012	Management & File Prep	prep file & follow up on	\$50.00

	Fee	collections 9/2/09; settlement charge from AMS 1100-12170	
04/17/2012	HOA Late Fees	Late Fee: 01/16/2012- 2/16/12; settlement charge from AMS 1100-97076	\$20.00
04/17/2012	Assessment-Monthly	Monthly Charges: 02/01/12-04/01/12; settlement charge from AMS 1100-97076	\$195.00
04/17/2012	Assessment-Reserve	Monthly Charges: 02/01/12-04/01/12; settlement charge from AMS 1100-97076	\$30.00
04/17/2012	STL-AMS Cert & FC Mailing Fee	\$2 per mailing piece; 2 2/17/12; settlement charge from AMS 1100-97076	\$8.00
04/17/2012	STL-AMS Cert & FC Mailing Cost	USPS Postage cost per mailing piece; 2 2/14/12; settlement charge from AMS 1100-97076	\$12.40
04/17/2012	STL-AMS Demand Fee	New Owner Demand- from Kim 2/14/12	\$150.00
04/17/2012	STL-AMS Cert & FC Mailing Cost	USPS postage cost per mailing piece; 2 addresses 3/7/12; settlement charge from AMS 1100-97076	\$12.40
04/17/2012	STL-AMS Cert & FC Mailing Fee	\$2 per mailing piece; 2 addresses 3/7/12; settlement charge from AMS 1100-97076	\$8.00
04/17/2012	STL-AMS Intent to Lien	Delinquent Assessment 3/7/12; settlement charge from AMS 1100-97076	\$95.00
Total			\$8,387.71

* Please be advised the total amount owing can change due to new late fees, interest, and assessments pursuant to SAN MARCOS AT SUMMERLIN HOMEOWNERS ASSOCIATION CC&Rs.

~EOD~

800 AMS 1100-114384 AMSINOD

Assessment Management Services
6655 S. CIMARRON ROAD, SUITE 201 * LAS VEGAS NV 89113 * (702) 856-3808 * FAX (702) 880-4699
E-mail: customerservice@amsresults.com
CERTIFIED MAIL RETURN RECEIPT REQUESTED
(COPY ALSO SENT VIA U.S. MAIL)

AMS 800
Jung & June Kim
11709 Copper Trails Lane
Oklahoma City, OK 73170

July 23, 2013

RE: Our Client: SAN MARCOS AT SUMMERLIN HOMEOWNERS ASSOCIATION
Homeowner: Jung Kim & June Kim
Account Number: AMS 1100-114384
Balance Owing: \$8,387.71*
Property: 452 Crocus Hill Street Las Vegas NV 89102

Dear Jung Kim & June Kim:

After numerous attempts to contact you, SAN MARCOS AT SUMMERLIN HOMEOWNERS ASSOCIATION is making final demand for payment in the amount of \$8,387.71 which is due and payable in our office by August 06, 2013.

If payment arrangements are not made, or account is not brought current within this time frame, Assessment Management Services will request authorization for Notice of Default and Election to Sell pursuant to NRS 116.31162 for your delinquent assessments.

Please make Money Order or Cashier's Check payable to Assessment Management Services and mail to:
Assessment Management Services
PO Box 80660 Las Vegas NV 89180

If you have questions, please contact our office at 702-856-3808.

Very truly yours,

Assessment Management Services

Enclosure: Account ledger

Notice to Consumer

Pursuant to and in accordance with the Fair Debt Collection Practices Act [15 U.S.C 1692, *et seq.*] and all applicable sections of Nevada Revised Statutes Chapters 116 and 649, Assessment Management Services provides the following notification(s). This communication is from a debt collector. This is an attempt to collect a debt. Any information obtained will be used for that purpose. This notice is required by the provision of the Fair Debt Collection Practices Act and does not imply that we are attempting to collect money from anyone who discharged the debt under the bankruptcy laws of the United States.

Account ledger
SAN MARCOS AT SUMMERLIN HOMEOWNERS ASSOCIATION

Account Number: AMS 1100-114384
Homeowner: Jung Kim & June Kim
Property: 452 Crocus Hill Street Las Vegas NV 89102

Date	Charge	Description	Amount
07/22/2013	AMS Intent to Notice of Default Fee	Unpaid Lien	\$90.00
07/22/2013	AMS Cert & First Class Mailing Fee	\$2 per mailing piece, 3 addresses	\$12.00
07/22/2013	AMS Cert & First Class Mailing Cost	USPS postage cost per mailing piece, 3 addresses	\$19.71
07/15/2013	HOA Late Fees	Late Fee: 07/15/2013	\$10.00
07/01/2013	Assessment-Monthly	Recurring Charges: 07/01/2013	\$71.50
06/17/2013	HOA Late Fees	Late Fee: 6/17/2013	\$10.00
06/14/2013	AMS Lien Fee	Delinquent Assessment	\$325.00
06/14/2013	Recording Cost	County Recordings: \$17 for first page & \$1 for each additional page	\$34.00
06/14/2013	Release of Assessment Lien Fee	Release of lien upon payment in full	\$30.00
06/14/2013	AMS Cert & First Class Mailing Fee	\$2 per mailing piece, 3 addresses	\$12.00
06/14/2013	AMS Cert & First Class Mailing Cost	USPS postage cost per mailing piece, 3 addresses	\$19.71
06/01/2013	Assessment-Monthly	Recurring Charges: 06/01/2013	\$71.50
05/15/2013	HOA Late Fees	Late Fee: 05/15/2013	\$10.00
05/08/2013	AMS Intent to Lien Fee	Delinquent Assessment	\$95.00
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05/01/2013	Assessment-Monthly	Recurring Charges: 05/01/2013	\$71.50
04/15/2013	HOA Late Fees	Late Fee: 04/15/2013	\$10.00
04/01/2013	Assessment-Monthly	Recurring Charges: 04/01/2013	\$71.50
03/15/2013	HOA Late Fees	Late Fee: 03/15/2013	\$10.00
03/01/2013	Assessment-Monthly	Recurring Charges: 04/01/2013	\$71.50
02/15/2013	HOA Late Fees	Late Fee: 02/15/2013	\$10.00
02/01/2013	Assessment-Monthly	Recurring Charges: 02/01/2013	\$71.50
01/15/2013	HOA Late Fees	Late Fee: 01/15/2013	\$10.00
01/01/2013	Assessment-Monthly	Recurring Charges: 01/01/2013	\$71.50
12/17/2012	HOA Late Fees	Late Fee: 12/17/2012	\$10.00
12/01/2012	Assessment-Special	Recurring Charges: 12/01/2012	\$10.00
12/01/2012	Assessment-Monthly	Recurring Charges: 12/01/2012	\$65.00

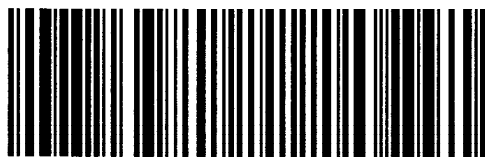
11/15/2012	HOA Late Fees	Late Fee: 11/15/2012	\$10.00
11/01/2012	Assessment-Special	Recurring Charges: 11/01/2012	\$10.00
11/01/2012	Assessment-Monthly	Recurring Charges: 11/01/2012	\$65.00
10/15/2012	HOA Late Fees	Late Fee: 10/15/2012	\$10.00
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04/17/2012	HOA Late Interest	Late Interest 3/16/08- 12/16/11; settlement charge from AMS 1100- 12170	\$398.56
04/17/2012	TW Intent to Lien	Intent to Lien 7/22/08;	\$95.00

	Assessments	settlement charge from AMS 1100-12170	
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04/17/2012	STL-AMS Amended Lien Fee	Amend Delinquent Assessment Lien 10/28/11; settlement charge from AMS 1100-12170	\$200.00
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04/17/2012	STL-AMS Cert & FC Mailing Cost	USPS postage cost per mailing piece, 2 addresses 10/28/11; settlement charge from AMS 1100-12170	\$12.06
04/17/2012	STL-AMS Cert & FC Mailing Fee	\$2 per mailing piece 2 9/23/11; settlement charge from AMS 1100-12170	\$8.00
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04/17/2012	STL-AMS Cert Mailing Fee	for final demand 11/16/09; settlement charge from AMS 1100-12170	\$10.00
04/17/2012	STL-AMS Lien	unpaid intent 9/2/09; settlement charge from AMS 1100-12170	\$395.00
04/17/2012	STL-AMS Cert Mailing Fee	for the final demand letter 9/2/09; settlement charge from AMS 1100-12170	\$10.00
04/17/2012	Management & File Prep Fee	prep file & follow up on collections 9/2/09; settlement charge from AMS 1100-12170	\$75.00
04/17/2012	STL-AMS Cert Mailing Fee	for the final demand letter 9/2/09; settlement charge from AMS 1100-12170	\$10.00
04/17/2012	Management & File Prep	prep file & follow up on	\$50.00

	Fee	collections 9/2/09; settlement charge from AMS 1100-12170	
04/17/2012	HOA Late Fees	Late Fee: 01/16/2012- 2/16/12; settlement charge from AMS 1100-97076	\$20.00
04/17/2012	Assessment-Monthly	Monthly Charges: 02/01/12-04/01/12; settlement charge from AMS 1100-97076	\$195.00
04/17/2012	Assessment-Reserve	Monthly Charges: 02/01/12-04/01/12; settlement charge from AMS 1100-97076	\$30.00
04/17/2012	STL-AMS Cert & FC Mailing Fee	\$2 per mailing piece; 2 2/17/12; settlement charge from AMS 1100-97076	\$8.00
04/17/2012	STL-AMS Cert & FC Mailing Cost	USPS Postage cost per mailing piece; 2 2/14/12; settlement charge from AMS 1100-97076	\$12.40
04/17/2012	STL-AMS Demand Fee	New Owner Demand- from Kim 2/14/12	\$150.00
04/17/2012	STL-AMS Cert & FC Mailing Cost	USPS postage cost per mailing piece; 2 addresses 3/7/12; settlement charge from AMS 1100-97076	\$12.40
04/17/2012	STL-AMS Cert & FC Mailing Fee	\$2 per mailing piece; 2 addresses 3/7/12; settlement charge from AMS 1100-97076	\$8.00
04/17/2012	STL-AMS Intent to Lien	Delinquent Assessment 3/7/12; settlement charge from AMS 1100-97076	\$95.00
Total			\$8,387.71

* Please be advised the total amount owing can change due to new late fees, interest, and assessments pursuant to SAN MARCOS AT SUMMERLIN HOMEOWNERS ASSOCIATION CC&Rs.

~EOD~



9171 9003 2900 1500 2562 99

AMS 800

Jung & June Kim
11709 Copper Trails Lane
Oklahoma City, OK 73170

800 AMS 1100-114384 AMSINOD

Assessment Management Services
6655 S. CIMARRON ROAD, SUITE 201 * LAS VEGAS NV 89113 * (702) 856-3808 * FAX (702) 880-4699
E-mail: customerservice@amsresults.com
CERTIFIED MAIL RETURN RECEIPT REQUESTED
(COPY ALSO SENT VIA U.S. MAIL)

AMS 800
Jung & June Kim
11709 Copper Trails Lane
Oklahoma City, OK 73170

July 23, 2013

RE: Our Client: SAN MARCOS AT SUMMERLIN HOMEOWNERS ASSOCIATION
Homeowner: Jung Kim & June Kim
Account Number: AMS 1100-114384
Balance Owing: \$8,387.71*
Property: 452 Crocus Hill Street Las Vegas NV 89102

Dear Jung Kim & June Kim:

After numerous attempts to contact you, SAN MARCOS AT SUMMERLIN HOMEOWNERS ASSOCIATION is making final demand for payment in the amount of \$8,387.71 which is due and payable in our office by August 06, 2013.

If payment arrangements are not made, or account is not brought current within this time frame, Assessment Management Services will request authorization for Notice of Default and Election to Sell pursuant to NRS 116.31162 for your delinquent assessments.

Please make Money Order or Cashier's Check payable to Assessment Management Services and mail to:
Assessment Management Services
PO Box 80660 Las Vegas NV 89180

If you have questions, please contact our office at 702-856-3808.

Very truly yours,

Assessment Management Services

Enclosure: Account ledger

Notice to Consumer

Pursuant to and in accordance with the Fair Debt Collection Practices Act [15 U.S.C 1692, *et seq.*] and all applicable sections of Nevada Revised Statutes Chapters 116 and 649, Assessment Management Services provides the following notification(s). This communication is from a debt collector. This is an attempt to collect a debt. Any information obtained will be used for that purpose. This notice is required by the provision of the Fair Debt Collection Practices Act and does not imply that we are attempting to collect money from anyone who discharged the debt under the bankruptcy laws of the United States.

Account ledger
SAN MARCOS AT SUMMERLIN HOMEOWNERS ASSOCIATION

Account Number: AMS 1100-114384
Homeowner: Jung Kim & June Kim
Property: 452 Crocus Hill Street Las Vegas NV 89102

Date	Charge	Description	Amount
07/22/2013	AMS Intent to Notice of Default Fee	Unpaid Lien	\$90.00
07/22/2013	AMS Cert & First Class Mailing Fee	\$2 per mailing piece, 3 addresses	\$12.00
07/22/2013	AMS Cert & First Class Mailing Cost	USPS postage cost per mailing piece, 3 addresses	\$19.71
07/15/2013	HOA Late Fees	Late Fee: 07/15/2013	\$10.00
07/01/2013	Assessment-Monthly	Recurring Charges: 07/01/2013	\$71.50
06/17/2013	HOA Late Fees	Late Fee: 6/17/2013	\$10.00
06/14/2013	AMS Lien Fee	Delinquent Assessment	\$325.00
06/14/2013	Recording Cost	County Recordings: \$17 for first page & \$1 for each additional page	\$34.00
06/14/2013	Release of Assessment Lien Fee	Release of lien upon payment in full	\$30.00
06/14/2013	AMS Cert & First Class Mailing Fee	\$2 per mailing piece, 3 addresses	\$12.00
06/14/2013	AMS Cert & First Class Mailing Cost	USPS postage cost per mailing piece, 3 addresses	\$19.71
06/01/2013	Assessment-Monthly	Recurring Charges: 06/01/2013	\$71.50
05/15/2013	HOA Late Fees	Late Fee: 05/15/2013	\$10.00
05/08/2013	AMS Intent to Lien Fee	Delinquent Assessment	\$95.00
05/08/2013	AMS Cert & First Class Mailing Fee	\$2 per mailing piece, 3 addresses	\$12.00
05/08/2013	AMS Cert & First Class Mailing Cost	USPS postage cost per mailing piece, 3 addresses	\$19.71
05/01/2013	Assessment-Monthly	Recurring Charges: 05/01/2013	\$71.50
04/15/2013	HOA Late Fees	Late Fee: 04/15/2013	\$10.00
04/01/2013	Assessment-Monthly	Recurring Charges: 04/01/2013	\$71.50
03/15/2013	HOA Late Fees	Late Fee: 03/15/2013	\$10.00
03/01/2013	Assessment-Monthly	Recurring Charges: 04/01/2013	\$71.50
02/15/2013	HOA Late Fees	Late Fee: 02/15/2013	\$10.00
02/01/2013	Assessment-Monthly	Recurring Charges: 02/01/2013	\$71.50
01/15/2013	HOA Late Fees	Late Fee: 01/15/2013	\$10.00
01/01/2013	Assessment-Monthly	Recurring Charges: 01/01/2013	\$71.50
12/17/2012	HOA Late Fees	Late Fee: 12/17/2012	\$10.00
12/01/2012	Assessment-Special	Recurring Charges: 12/01/2012	\$10.00
12/01/2012	Assessment-Monthly	Recurring Charges: 12/01/2012	\$65.00

11/15/2012	HOA Late Fees	Late Fee: 11/15/2012	\$10.00
11/01/2012	Assessment-Special	Recurring Charges: 11/01/2012	\$10.00
11/01/2012	Assessment-Monthly	Recurring Charges: 11/01/2012	\$65.00
10/15/2012	HOA Late Fees	Late Fee: 10/15/2012	\$10.00
10/01/2012	Assessment-Special	Recurring Charges: 10/01/2012	\$10.00
10/01/2012	Assessment-Monthly	Recurring Charges: 10/01/2012	\$65.00
09/17/2012	HOA Late Fees	Late Fee: 09/17/2012	\$10.00
09/01/2012	Assessment-Special	Recurring Charges: 09/01/2012	\$10.00
09/01/2012	Assessment-Monthly	Recurring Charges: 09/01/2012	\$65.00
08/15/2012	HOA Late Fees	Late Fee: 08/15/2012	\$10.00
08/01/2012	Assessment-Special	Recurring Charges: 08/01/2012	\$10.00
08/01/2012	Assessment-Monthly	Recurring Charges: 08/01/2012	\$65.00
07/15/2012	HOA Late Fees	Late Fee: 07/15/2012	\$10.00
07/01/2012	Assessment-Reserve	Recurring Charge: 7/01/2012	\$10.00
07/01/2012	Assessment-Monthly	Recurring Charge: 7/01/2012	\$65.00
06/15/2012	HOA Late Fees	Late Fee: 6/15/2012	\$10.00
06/01/2012	Assessment-Reserve	Recurring Charges: 06/01/2012	\$10.00
06/01/2012	Assessment-Monthly	Recurring Charges: 06/01/2012	\$65.00
05/15/2012	HOA Late Fees	Late Fee: 05/15/2012	\$10.00
05/01/2012	Assessment-Reserve	Recurring Charges: 05/01/2012	\$10.00
05/01/2012	Assessment-Monthly	Recurring Charges: 05/01/2012	\$65.00
04/18/2012	AMS Demand Fee	New Owner Demand	\$150.00
04/18/2012	AMS Cert & First Class Mailing Cost	USPS Postage cost per mailing piece; 3	\$18.60
04/18/2012	AMS Cert & First Class Mailing Fee	\$2 per mailing piece; 3	\$12.00
04/18/2012	Management Fee	CMG-from Walls	\$300.00
04/17/2012	Assessment-Monthly	Monthly Chrgs 4/1/08- 1/1/12; settlement charge from AMS 1100-12170	\$2,915.00
04/17/2012	Assessment-Reserve	Mthly Rsv Chrgs 4/1/08- 1/1/12; settlement charge from AMS 1100-12170	\$460.00
04/17/2012	HOA Late Fees	Late Fees 3/16/08- 12/16/11; settlement charge from AMS 1100- 12170	\$440.00
04/17/2012	HOA Late Interest	Late Interest 3/16/08- 12/16/11; settlement charge from AMS 1100- 12170	\$398.56
04/17/2012	TW Intent to Lien	Intent to Lien 7/22/08;	\$95.00

	Assessments	settlement charge from AMS 1100-12170	
04/17/2012	TWH-Account Setup Fee	Terra West Management Services	\$250.00
04/17/2012	STL-AMS Amended Lien Fee	Amend Delinquent Assessment Lien 10/28/11; settlement charge from AMS 1100- 12170	\$200.00
04/17/2012	STL-AMS Recording Costs	County Recordings: \$14 for first page & \$1 for each additional page 10/28/11; settlement charge from AMS 1100- 12170	\$28.00
04/17/2012	STL-AMS Release of Assessment Lien Fee	Release of lien upon payment in full 10/28/11; settlement charge from AMS 1100-12170	\$30.00
04/17/2012	STL-AMS Cert & FC Mailing Fee	\$2 per mailing piece, 2 addresses 10/28/11; settlement charge from AMS 1100-12170	\$8.00
04/17/2012	STL-AMS Cert & FC Mailing Cost	USPS postage cost per mailing piece, 2 addresses 10/28/11; settlement charge from AMS 1100- 12170	\$12.06
04/17/2012	STL-AMS Cert & FC Mailing Fee	\$2 per mailing piece 2 9/23/11; settlement charge from AMS 1100-12170	\$8.00
04/17/2012	AMS Cert & First Class Mailing Cost	USPS postage cost per mailing piece 2 9/23/11; settlement charge from AMS 1100-12170	\$12.06
04/17/2012	STL-AMS Final Demand	unpaid lien 11/16/09; settlement charge from AMS 1100-12170	\$50.00
04/17/2012	STL-AMS Cert Mailing Fee	for final demand 11/16/09; settlement charge from AMS 1100- 12170	\$10.00
04/17/2012	STL-AMS Lien	unpaid intent 9/2/09; settlement charge from AMS 1100-12170	\$395.00
04/17/2012	STL-AMS Cert Mailing Fee	for the final demand letter 9/2/09; settlement charge from AMS 1100-12170	\$10.00
04/17/2012	Management & File Prep Fee	prep file & follow up on collections 9/2/09; settlement charge from AMS 1100-12170	\$75.00
04/17/2012	STL-AMS Cert Mailing Fee	for the final demand letter 9/2/09; settlement charge from AMS 1100-12170	\$10.00
04/17/2012	Management & File Prep	prep file & follow up on	\$50.00

	Fee	collections 9/2/09; settlement charge from AMS 1100-12170	
04/17/2012	HOA Late Fees	Late Fee: 01/16/2012- 2/16/12; settlement charge from AMS 1100-97076	\$20.00
04/17/2012	Assessment-Monthly	Monthly Charges: 02/01/12-04/01/12; settlement charge from AMS 1100-97076	\$195.00
04/17/2012	Assessment-Reserve	Monthly Charges: 02/01/12-04/01/12; settlement charge from AMS 1100-97076	\$30.00
04/17/2012	STL-AMS Cert & FC Mailing Fee	\$2 per mailing piece; 2 2/17/12; settlement charge from AMS 1100-97076	\$8.00
04/17/2012	STL-AMS Cert & FC Mailing Cost	USPS Postage cost per mailing piece; 2 2/14/12; settlement charge from AMS 1100-97076	\$12.40
04/17/2012	STL-AMS Demand Fee	New Owner Demand- from Kim 2/14/12	\$150.00
04/17/2012	STL-AMS Cert & FC Mailing Cost	USPS postage cost per mailing piece; 2 addresses 3/7/12; settlement charge from AMS 1100-97076	\$12.40
04/17/2012	STL-AMS Cert & FC Mailing Fee	\$2 per mailing piece; 2 addresses 3/7/12; settlement charge from AMS 1100-97076	\$8.00
04/17/2012	STL-AMS Intent to Lien	Delinquent Assessment 3/7/12; settlement charge from AMS 1100-97076	\$95.00
Total			\$8,387.71

* Please be advised the total amount owing can change due to new late fees, interest, and assessments pursuant to SAN MARCOS AT SUMMERLIN HOMEOWNERS ASSOCIATION CC&Rs.

~EOD~

CERTIFIED MAIL™

P.O. Box 80660
Las Vegas, Nevada 89180

Handwritten: MMB
5/15/13

Handwritten: RECEIVED
JUN 5 2013
AMS

NIXIE 731 DE 1260 0007/30/13

RETURN TO SENDER
NOT DELIVERABLE AS ADDRESSED
UNABLE TO FORWARD

BC: 89180006600 *2557-04446-30-17

89180006600

EXHIBIT 7

EXHIBIT 7



Inst #: 201402200002817
Fees: \$18.00
N/C Fee: \$0.00
02/20/2014 04:37:26 PM
Receipt #: 1938646
Requestor:
ASSESSMENT MANAGEMENT
SERVI
Recorded By: ANI Pgs: 2
DEBBIE CONWAY
CLARK COUNTY RECORDER

APN#: 137-35-514-018

WHEN RECORDED, MAIL TO:
SAN MARCOS AT SUMMERLIN HOA
c/o ASSESSMENT MANAGEMENT SERVICES
P.O. BOX 80660
LAS VEGAS, NV 89180
(702) 856-3808
E-mail: customerservice@amsresults.com

**NOTICE OF DEFAULT AND ELECTION TO SELL
UNDER HOMEOWNERS ASSOCIATION LIEN**

**WARNING! IF YOU FAIL TO PAY THE AMOUNT SPECIFIED IN
THIS NOTICE, YOU COULD LOSE YOUR HOME, EVEN IF THE
AMOUNT IS IN DISPUTE!**

YOUR PROPERTY IS IN FORECLOSURE BECAUSE YOU ARE DELINQUENT IN YOUR SAN MARCOS AT SUMMERLIN HOMEOWNERS ASSOCIATION ASSESSMENTS. YOUR PROPERTY MAY BE SOLD WITHOUT ANY COURT ACTION. You have the legal right to bring your account current by paying all of the past due assessments plus permitted costs and expenses, including interest and late fees, within the time permitted by law for the reinstatement of your account. No sale date may be set until ninety (90) days from the recorded and mailing date of this Notice of Default and Election to Sell.

NOTICE IS HEREBY GIVEN that the SAN MARCOS AT SUMMERLIN HOMEOWNERS ASSOCIATION is the lien holder under the Notice of Delinquent Assessment Lien recorded on June 21, 2013 as Instrument/Book Number: 201306210001487 in the Official Records in the office of the County Recorder, Clark County, Nevada to secure certain obligations under the Declaration of Covenants, Conditions, and Restrictions. Assessment Management Services has been appointed and designated as the authorized agent of the SAN MARCOS AT SUMMERLIN HOMEOWNERS ASSOCIATION to conduct the foreclosure of this property as described below:

Commonly known as: 452 Crocus Hill Street Las Vegas NV 89138
Legal Description: SAN MARCOS-UNIT 2
PLAT BOOK 105 PAGE 62 LOT 78 BLOCK 5 SEC 35 TWP 20 RNG 59
Assessor's Parcel No.: 137-35-514-018
Record Owner(s): Jung & June Kim

The amount due as of February 20, 2014, is \$9,695.21. This amount may include assessments, late fees, special assessments, collection fees, trustee fees, and interest. In addition, while you are in foreclosure, you still must pay your other obligations, such as insurance and taxes, as required by your note and deed of trust or mortgage, or as required under the Covenants, Conditions, and Restrictions.

NOTICE IS HEREBY GIVEN that SAN MARCOS AT SUMMERLIN HOMEOWNERS ASSOCIATION has executed and delivered to its agent, Assessment Management Services, a written authorization, and has deposited with said agent such documents as the Covenants, Conditions, and Restrictions and documents evidencing the obligations secured thereby, and declares all sums secured thereby immediately due and payable and elects to cause the property to be sold to satisfy the obligations.

Assessment Management Services, whose address is 6655 South Cimarron Road, Suite 201, Las Vegas, Nevada 89113, is authorized by SAN MARCOS AT SUMMERLIN HOMEOWNERS ASSOCIATION to enforce the lien by sale. Assessment Management services is a debt collector and is attempting to collect a debt. Any information obtained will be used for that purpose.

PURSUANT TO NEVADA REVISED STATUTES, CHAPTER 116, a sale will be held if this obligation is not paid in full within ninety (90) from the date of recording and mailing of this Notice of Default and Election to Sell.

Dated: February 21, 2014

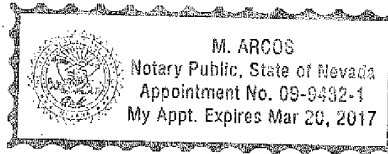
BY: *Abbey Shaffer*
Abbey Shaffer
Assessment Management Services as agent for
SAN MARCOS AT SUMMERLIN
HOMEOWNERS ASSOCIATION

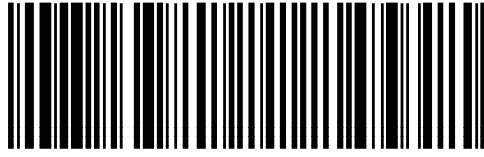
STATE OF NEVADA COUNTY OF CLARK)

On February 21, 2014, before me, Marina Arcos, personally appeared ****Abbey Shaffer****, who is personally known to me, or who has provided satisfactory evidence of identification, to be the person subscribed to the within instrument and acknowledged the instrument before me.

Subscribed and sworn to before
me on this day, February 21, 2014.

By *Marina Arcos*
Marina Arcos, Notary Public





9171 9003 2900 1500 3288 97

AMS 800

Green Tree Servicing LLC
7360 S. Kyrene Road
Tempe, AZ 85283

800 AMS1100-114384 AMSNOD10daymailings

Assessment Management Services
6655 S. CIMARRON ROAD, SUITE 201 * LAS VEGAS NV 89113 * (702) 856-3808 * FAX (702) 880-4699
E-mail: customerservice@amsresults.com
CERTIFIED MAIL RETURN RECEIPT REQUESTED
(COPY ALSO SENT VIA U.S. MAIL)

AMS 800
Green Tree Servicing LLC
7360 S. Kyrene Road
Tempe, AZ 85283

February 25, 2014

RE: Our Client: SAN MARCOS AT SUMMERLIN HOMEOWNERS ASSOCIATION
Homeowner: Jung & June Kim
Account Number: AMS1100-114384
Balance Owing: \$9,925.79*
Property: 452 Crocus Hill Street Las Vegas NV 89138
APN: 137-35-514-018

Dear Green Tree Servicing LLC:

Notice is hereby given that the SAN MARCOS AT SUMMERLIN HOMEOWNERS ASSOCIATION Association, has a Notice of Default and Election to Sell dated February 20, 2014, and recorded as Instrument and Book Number: 201402200002817, of Official Records, in Clark County, Nevada.

Pursuant to Chapter 116 of the Nevada Revised Statutes, a sale on the real property described herein will be held if this obligation is not completely satisfied and paid within ninety (90) days from the date of recording of this Notice.

Please make Money Order or Cashier's Check payable to Assessment Management Services and mail to:
Assessment Management Services, PO Box 80660, Las Vegas NV 89180

If you have questions, please contact our office at 702-856-3808.

Very truly yours,

Assessment Management Services

Enclosure: Notice of Default and Election to Sell (copy)

Notice to Consumer

Pursuant to and in accordance with the Fair Debt Collection Practices Act [15 U.S.C 1692, *et seq.*] and all applicable sections of Nevada Revised Statutes Chapters 116 and 649, Assessment Management Services provides the following notification(s). This communication is from a debt collector. This is an attempt to collect a debt. Any information obtained will be used for that purpose. This notice is required by the provision of the Fair Debt Collection Practices Act and does not imply that we are attempting to collect money from anyone who discharged the debt under the bankruptcy laws of the United States.

Please note: AMS does not accept cash, personal checks or credit cards, only certified funds.



Inst #: 201402200002817
Fees: \$18.00
N/C Fee: \$0.00
02/20/2014 04:37:26 PM
Receipt #: 1938646
Requestor:
ASSESSMENT MANAGEMENT
SERVI
Recorded By: ANI Pgs: 2
DEBBIE CONWAY
CLARK COUNTY RECORDER

APN#: 137-35-514-018

WHEN RECORDED, MAIL TO:
SAN MARCOS AT SUMMERLIN HOA
c/o ASSESSMENT MANAGEMENT SERVICES
P.O. BOX 80660
LAS VEGAS, NV 89180
(702) 856-3808
E-mail: customerservice@amsresults.com

**NOTICE OF DEFAULT AND ELECTION TO SELL
UNDER HOMEOWNERS ASSOCIATION LIEN**

**WARNING! IF YOU FAIL TO PAY THE AMOUNT SPECIFIED IN
THIS NOTICE, YOU COULD LOSE YOUR HOME, EVEN IF THE
AMOUNT IS IN DISPUTE!**

YOUR PROPERTY IS IN FORECLOSURE BECAUSE YOU ARE DELINQUENT IN YOUR SAN MARCOS AT SUMMERLIN HOMEOWNERS ASSOCIATION ASSESSMENTS. YOUR PROPERTY MAY BE SOLD WITHOUT ANY COURT ACTION. You have the legal right to bring your account current by paying all of the past due assessments plus permitted costs and expenses, including interest and late fees, within the time permitted by law for the reinstatement of your account. No sale date may be set until ninety (90) days from the recorded and mailing date of this Notice of Default and Election to Sell.

NOTICE IS HEREBY GIVEN that the SAN MARCOS AT SUMMERLIN HOMEOWNERS ASSOCIATION is the lien holder under the Notice of Delinquent Assessment Lien recorded on June 21, 2013 as Instrument/Book Number: 201306210001487 in the Official Records in the office of the County Recorder, Clark County, Nevada to secure certain obligations under the Declaration of Covenants, Conditions, and Restrictions. Assessment Management Services has been appointed and designated as the authorized agent of the SAN MARCOS AT SUMMERLIN HOMEOWNERS ASSOCIATION to conduct the foreclosure of this property as described below:

Commonly known as: 452 Crocus Hill Street Las Vegas NV 89138
Legal Description: SAN MARCOS-UNIT 2
PLAT BOOK 105 PAGE 62 LOT 78 BLOCK 5 SEC 35 TWP 20 RNG 59
Assessor's Parcel No.: 137-35-514-018
Record Owner(s): Jung & June Kim

The amount due as of February 20, 2014, is \$9,695.21. This amount may include assessments, late fees, special assessments, collection fees, trustee fees, and interest. In addition, while you are in foreclosure, you still must pay your other obligations, such as insurance and taxes, as required by your note and deed of trust or mortgage, or as required under the Covenants, Conditions, and Restrictions.

NOTICE IS HEREBY GIVEN that SAN MARCOS AT SUMMERLIN HOMEOWNERS ASSOCIATION has executed and delivered to its agent, Assessment Management Services, a written authorization, and has deposited with said agent such documents as the Covenants, Conditions, and Restrictions and documents evidencing the obligations secured thereby, and declares all sums secured thereby immediately due and payable and elects to cause the property to be sold to satisfy the obligations.

Assessment Management Services, whose address is 6655 South Cimarron Road, Suite 201, Las Vegas, Nevada 89113, is authorized by SAN MARCOS AT SUMMERLIN HOMEOWNERS ASSOCIATION to enforce the lien by sale. Assessment Management services is a debt collector and is attempting to collect a debt. Any information obtained will be used for that purpose.

PURSUANT TO NEVADA REVISED STATUTES, CHAPTER 116, a sale will be held if this obligation is not paid in full within ninety (90) from the date of recording and mailing of this Notice of Default and Election to Sell.

Dated: February 21, 2014

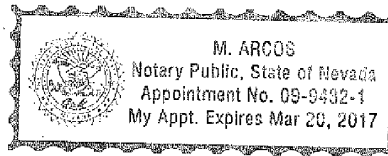
BY: Abbey Shaffer
Abbey Shaffer
Assessment Management Services as agent for
SAN MARCOS AT SUMMERLIN
HOMEOWNERS ASSOCIATION

STATE OF NEVADA COUNTY OF CLARK)

On February 21, 2014, before me, Marina Arcos, personally appeared ****Abbey Shaffer****, who is personally known to me, or who has provided satisfactory evidence of identification, to be the person subscribed to the within instrument and acknowledged the instrument before me.

Subscribed and sworn to before
me on this day, February 21, 2014.

By: Marina Arcos
Marina Arcos, Notary Public



800 AMS1100-114384 AMSNOD10daymailings

Assessment Management Services
6655 S. CIMARRON ROAD, SUITE 201 * LAS VEGAS NV 89113 * (702) 856-3808 * FAX (702) 880-4699
E-mail: customerservice@amsresults.com
CERTIFIED MAIL RETURN RECEIPT REQUESTED
(COPY ALSO SENT VIA U.S. MAIL)

AMS 800
Green Tree Servicing LLC
7360 S. Kyrene Road
Tempe, AZ 85283

February 25, 2014

RE: Our Client: SAN MARCOS AT SUMMERLIN HOMEOWNERS ASSOCIATION
Homeowner: Jung & June Kim
Account Number: AMS1100-114384
Balance Owing: \$9,925.79*
Property: 452 Crocus Hill Street Las Vegas NV 89138
APN: 137-35-514-018

Dear Green Tree Servicing LLC:

Notice is hereby given that the SAN MARCOS AT SUMMERLIN HOMEOWNERS ASSOCIATION Association, has a Notice of Default and Election to Sell dated February 20, 2014, and recorded as Instrument and Book Number: 201402200002817, of Official Records, in Clark County, Nevada.

Pursuant to Chapter 116 of the Nevada Revised Statutes, a sale on the real property described herein will be held if this obligation is not completely satisfied and paid within ninety (90) days from the date of recording of this Notice.

Please make Money Order or Cashier's Check payable to Assessment Management Services and mail to:
Assessment Management Services, PO Box 80660, Las Vegas NV 89180

If you have questions, please contact our office at 702-856-3808.

Very truly yours,

Assessment Management Services

Enclosure: Notice of Default and Election to Sell (copy)

Notice to Consumer

Pursuant to and in accordance with the Fair Debt Collection Practices Act [15 U.S.C 1692, *et seq.*] and all applicable sections of Nevada Revised Statutes Chapters 116 and 649, Assessment Management Services provides the following notification(s). This communication is from a debt collector. This is an attempt to collect a debt. Any information obtained will be used for that purpose. This notice is required by the provision of the Fair Debt Collection Practices Act and does not imply that we are attempting to collect money from anyone who discharged the debt under the bankruptcy laws of the United States.

Please note: AMS does not accept cash, personal checks or credit cards, only certified funds.



Inst #: 201402200002817
Fees: \$18.00
N/C Fee: \$0.00
02/20/2014 04:37:26 PM
Receipt #: 1938646
Requestor:
ASSESSMENT MANAGEMENT
SERVI
Recorded By: ANI Pgs: 2
DEBBIE CONWAY
CLARK COUNTY RECORDER

APN#: 137-35-514-018

WHEN RECORDED, MAIL TO:
SAN MARCOS AT SUMMERLIN HOA
c/o ASSESSMENT MANAGEMENT SERVICES
P.O. BOX 80660
LAS VEGAS, NV 89180
(702) 856-3808
E-mail: customerservice@amsresults.com

**NOTICE OF DEFAULT AND ELECTION TO SELL
UNDER HOMEOWNERS ASSOCIATION LIEN**

**WARNING! IF YOU FAIL TO PAY THE AMOUNT SPECIFIED IN
THIS NOTICE, YOU COULD LOSE YOUR HOME, EVEN IF THE
AMOUNT IS IN DISPUTE!**

YOUR PROPERTY IS IN FORECLOSURE BECAUSE YOU ARE DELINQUENT IN YOUR SAN MARCOS AT SUMMERLIN HOMEOWNERS ASSOCIATION ASSESSMENTS. YOUR PROPERTY MAY BE SOLD WITHOUT ANY COURT ACTION. You have the legal right to bring your account current by paying all of the past due assessments plus permitted costs and expenses, including interest and late fees, within the time permitted by law for the reinstatement of your account. No sale date may be set until ninety (90) days from the recorded and mailing date of this Notice of Default and Election to Sell.

NOTICE IS HEREBY GIVEN that the SAN MARCOS AT SUMMERLIN HOMEOWNERS ASSOCIATION is the lien holder under the Notice of Delinquent Assessment Lien recorded on June 21, 2013 as Instrument/Book Number: 201306210001487 in the Official Records in the office of the County Recorder, Clark County, Nevada to secure certain obligations under the Declaration of Covenants, Conditions, and Restrictions. Assessment Management Services has been appointed and designated as the authorized agent of the SAN MARCOS AT SUMMERLIN HOMEOWNERS ASSOCIATION to conduct the foreclosure of this property as described below:

Commonly known as: 452 Crocus Hill Street Las Vegas NV 89138
Legal Description: SAN MARCOS-UNIT 2
PLAT BOOK 105 PAGE 62 LOT 78 BLOCK 5 SEC 35 TWP 20 RNG 59
Assessor's Parcel No.: 137-35-514-018
Record Owner(s): Jung & June Kim

The amount due as of February 20, 2014, is \$9,695.21. This amount may include assessments, late fees, special assessments, collection fees, trustee fees, and interest. In addition, while you are in foreclosure, you still must pay your other obligations, such as insurance and taxes, as required by your note and deed of trust or mortgage, or as required under the Covenants, Conditions, and Restrictions.

NOTICE IS HEREBY GIVEN that SAN MARCOS AT SUMMERLIN HOMEOWNERS ASSOCIATION has executed and delivered to its agent, Assessment Management Services, a written authorization, and has deposited with said agent such documents as the Covenants, Conditions, and Restrictions and documents evidencing the obligations secured thereby, and declares all sums secured thereby immediately due and payable and elects to cause the property to be sold to satisfy the obligations.

Assessment Management Services, whose address is 6655 South Cimarron Road, Suite 201, Las Vegas, Nevada 89113, is authorized by SAN MARCOS AT SUMMERLIN HOMEOWNERS ASSOCIATION to enforce the lien by sale. Assessment Management services is a debt collector and is attempting to collect a debt. Any information obtained will be used for that purpose.

PURSUANT TO NEVADA REVISED STATUTES, CHAPTER 116, a sale will be held if this obligation is not paid in full within ninety (90) from the date of recording and mailing of this Notice of Default and Election to Sell.

Dated: February 21, 2014

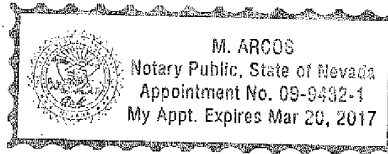
BY: Abbey Shaffer
Abbey Shaffer
Assessment Management Services as agent for
SAN MARCOS AT SUMMERLIN
HOMEOWNERS ASSOCIATION

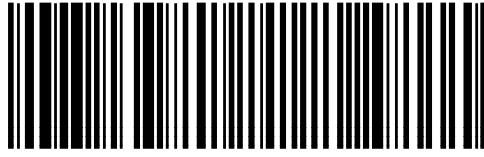
STATE OF NEVADA COUNTY OF CLARK)

On February 21, 2014, before me, Marina Arcos, personally appeared ****Abbey Shaffer****, who is personally known to me, or who has provided satisfactory evidence of identification, to be the person subscribed to the within instrument and acknowledged the instrument before me.

Subscribed and sworn to before
me on this day, February 21, 2014.

By: Marina Arcos
Marina Arcos, Notary Public





9171 9003 2900 1500 3289 03

AMS 800

Bank of America, N.A.
400 National Way
Simi Valley, CA 93065

800 AMS1100-114384 AMSNOD10daymailings

Assessment Management Services
6655 S. CIMARRON ROAD, SUITE 201 * LAS VEGAS NV 89113 * (702) 856-3808 * FAX (702) 880-4699
E-mail: customerservice@amsresults.com
CERTIFIED MAIL RETURN RECEIPT REQUESTED
(COPY ALSO SENT VIA U.S. MAIL)

AMS 800
Bank of America, N.A.
400 National Way
Simi Valley, CA 93065

February 25, 2014

RE: Our Client: SAN MARCOS AT SUMMERLIN HOMEOWNERS ASSOCIATION
Homeowner: Jung & June Kim
Account Number: AMS1100-114384
Balance Owing: \$9,925.79*
Property: 452 Crocus Hill Street Las Vegas NV 89138
APN: 137-35-514-018

Dear Bank of America, N.A.:

Notice is hereby given that the SAN MARCOS AT SUMMERLIN HOMEOWNERS ASSOCIATION Association, has a Notice of Default and Election to Sell dated February 20, 2014, and recorded as Instrument and Book Number: 201402200002817, of Official Records, in Clark County, Nevada.

Pursuant to Chapter 116 of the Nevada Revised Statutes, a sale on the real property described herein will be held if this obligation is not completely satisfied and paid within ninety (90) days from the date of recording of this Notice.

Please make Money Order or Cashier's Check payable to Assessment Management Services and mail to:
Assessment Management Services, PO Box 80660, Las Vegas NV 89180

If you have questions, please contact our office at 702-856-3808.

Very truly yours,

Assessment Management Services

Enclosure: Notice of Default and Election to Sell (copy)

Notice to Consumer

Pursuant to and in accordance with the Fair Debt Collection Practices Act [15 U.S.C 1692, *et seq.*] and all applicable sections of Nevada Revised Statutes Chapters 116 and 649, Assessment Management Services provides the following notification(s). This communication is from a debt collector. This is an attempt to collect a debt. Any information obtained will be used for that purpose. This notice is required by the provision of the Fair Debt Collection Practices Act and does not imply that we are attempting to collect money from anyone who discharged the debt under the bankruptcy laws of the United States.

Please note: AMS does not accept cash, personal checks or credit cards, only certified funds.



Inst #: 201402200002817
Fees: \$18.00
N/C Fee: \$0.00
02/20/2014 04:37:26 PM
Receipt #: 1938646
Requestor:
ASSESSMENT MANAGEMENT
SERVI
Recorded By: ANI Pgs: 2
DEBBIE CONWAY
CLARK COUNTY RECORDER

APN#: 137-35-514-018

WHEN RECORDED, MAIL TO:
SAN MARCOS AT SUMMERLIN HOA
c/o ASSESSMENT MANAGEMENT SERVICES
P.O. BOX 80660
LAS VEGAS, NV 89180
(702) 856-3808
E-mail: customerservice@amsresults.com

**NOTICE OF DEFAULT AND ELECTION TO SELL
UNDER HOMEOWNERS ASSOCIATION LIEN**

**WARNING! IF YOU FAIL TO PAY THE AMOUNT SPECIFIED IN
THIS NOTICE, YOU COULD LOSE YOUR HOME, EVEN IF THE
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PLAT BOOK 105 PAGE 62 LOT 78 BLOCK 5 SEC 35 TWP 20 RNG 59
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Record Owner(s): Jung & June Kim

The amount due as of February 20, 2014, is \$9,695.21. This amount may include assessments, late fees, special assessments, collection fees, trustee fees, and interest. In addition, while you are in foreclosure, you still must pay your other obligations, such as insurance and taxes, as required by your note and deed of trust or mortgage, or as required under the Covenants, Conditions, and Restrictions.

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Dated: February 21, 2014

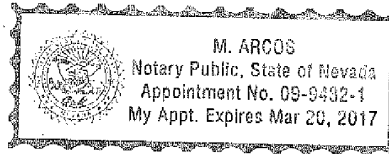
BY: Abbey Shaffer
Abbey Shaffer
Assessment Management Services as agent for
SAN MARCOS AT SUMMERLIN
HOMEOWNERS ASSOCIATION

STATE OF NEVADA COUNTY OF CLARK)

On February 21, 2014, before me, Marina Arcos, personally appeared ****Abbey Shaffer****, who is personally known to me, or who has provided satisfactory evidence of identification, to be the person subscribed to the within instrument and acknowledged the instrument before me.

Subscribed and sworn to before
me on this day, February 21, 2014.

By: Marina Arcos
Marina Arcos, Notary Public



800 AMS1100-114384 AMSNOD10daymailings

Assessment Management Services
6655 S. CIMARRON ROAD, SUITE 201 * LAS VEGAS NV 89113 * (702) 856-3808 * FAX (702) 880-4699
E-mail: customerservice@amsresults.com
CERTIFIED MAIL RETURN RECEIPT REQUESTED
(COPY ALSO SENT VIA U.S. MAIL)

AMS 800
Bank of America, N.A.
400 National Way
Simi Valley, CA 93065

February 25, 2014

RE: Our Client: SAN MARCOS AT SUMMERLIN HOMEOWNERS ASSOCIATION
Homeowner: Jung & June Kim
Account Number: AMS1100-114384
Balance Owing: \$9,925.79*
Property: 452 Crocus Hill Street Las Vegas NV 89138
APN: 137-35-514-018

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Please make Money Order or Cashier's Check payable to Assessment Management Services and mail to:
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If you have questions, please contact our office at 702-856-3808.

Very truly yours,

Assessment Management Services

Enclosure: Notice of Default and Election to Sell (copy)

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Requestor:
ASSESSMENT MANAGEMENT
SERVI
Recorded By: ANI Pgs: 2
DEBBIE CONWAY
CLARK COUNTY RECORDER

APN#: 137-35-514-018

WHEN RECORDED, MAIL TO:
SAN MARCOS AT SUMMERLIN HOA
c/o ASSESSMENT MANAGEMENT SERVICES
P.O. BOX 80660
LAS VEGAS, NV 89180
(702) 856-3808
E-mail: customerservice@amsresults.com

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Commonly known as: 452 Crocus Hill Street Las Vegas NV 89138
Legal Description: SAN MARCOS-UNIT 2
PLAT BOOK 105 PAGE 62 LOT 78 BLOCK 5 SEC 35 TWP 20 RNG 59
Assessor's Parcel No.: 137-35-514-018
Record Owner(s): Jung & June Kim

The amount due as of February 20, 2014, is \$9,695.21. This amount may include assessments, late fees, special assessments, collection fees, trustee fees, and interest. In addition, while you are in foreclosure, you still must pay your other obligations, such as insurance and taxes, as required by your note and deed of trust or mortgage, or as required under the Covenants, Conditions, and Restrictions.

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Dated: February 21, 2014

BY: Abbey Shaffer
Abbey Shaffer
Assessment Management Services as agent for
SAN MARCOS AT SUMMERLIN
HOMEOWNERS ASSOCIATION

STATE OF NEVADA COUNTY OF CLARK)

On February 21, 2014, before me, Marina Arcos, personally appeared ****Abbey Shaffer****, who is personally known to me, or who has provided satisfactory evidence of identification, to be the person subscribed to the within instrument and acknowledged the instrument before me.

Subscribed and sworn to before
me on this day, February 21, 2014.

By: Marina Arcos
Marina Arcos, Notary Public

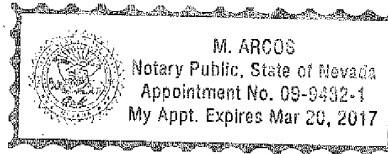


EXHIBIT 8

EXHIBIT 8

2

APN#: 137-35-514-018
Trustee Sale No. AMS1100-114384

WHEN RECORDED, MAIL TO:
SAN MARCOS AT SUMMERLIN HOMEOWNERS ASSOCIATION
c/o ASSESSMENT MANAGEMENT SERVICES
P.O. BOX 80660
Las Vegas, NV 89180
(702) 856-3808
E-mail: customerservice@amsresults.com

Inst #: 20141008-0000709
Fees: \$18.00
N/C Fee: \$0.00
10/08/2014 08:59:06 AM
Receipt #: 2179002
Requestor:
ASSESSMENT MANAGEMENT
SERVI
Recorded By: COJ Pgs: 2
DEBBIE CONWAY
CLARK COUNTY RECORDER

NOTICE OF FORECLOSURE SALE

WARNING! A SALE OF YOUR PROPERTY IS IMMINENT! UNLESS YOU PAY THE AMOUNT SPECIFIED IN THIS NOTICE BEFORE THE SALE DATE, YOU COULD LOSE YOUR HOME, EVEN IF THE AMOUNT IS IN DISPUTE. YOU MUST ACT BEFORE THE SALE DATE. IF YOU HAVE ANY QUESTIONS, PLEASE CALL TERRA WEST COLLECTIONS GROUP LLC. D/B/A ASSESSMENT MANAGEMENT SERVICES AT (702) 856-3808. IF YOU NEED ASSISTANCE, PLEASE CALL THE FORECLOSURE SECTION OF THE OMBUDSMAN'S OFFICE, NEVADA REAL ESTATE DIVISION, AT 1-877-829-9907 IMMEDIATELY.

YOU ARE IN DEFAULT UNDER A DELINQUENT ASSESSMENT LIEN, DATED June 21, 2013. UNLESS YOU TAKE ACTION TO PROTECT YOUR PROPERTY, IT MAY BE SOLD AT A PUBLIC SALE. IF YOU NEED AN EXPLANATION OF THE NATURE OF THE PROCEEDINGS AGAINST YOU, YOU SHOULD CONTACT A LAWYER.

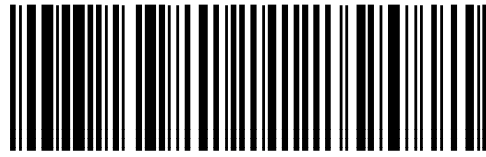
NOTICE IS HEREBY GIVEN THAT on October 30, 2014, at 10:00 am at the main entrance to the Nevada Legal News located at 930 So. Fourth St., Las Vegas, NV 89101, under the power of sale pursuant to the terms of those certain Covenants, Conditions, and Restrictions recorded on February 22, 2002 as Instrument/Book number 20020222-02063 of the official records of Clark County, Assessment Management Services, as duly appointed agent under that certain Notice of Delinquent Assessment Lien, recorded on June 21, 2013 as Instrument/Book number 201306210001487 of the official records of said county, and The Notice of Default and Election to Sell, recorded on February 20, 2014 as Instrument/Book number 201402200002817 of the official records of said county, will sell at public auction to the highest bidder, for lawful money of the United States, all right, title, and interest in the following property known as:

Commonly known as: 452 Crocus Hill Street Las Vegas NV 89138
Legal Description: SAN MARCOS-UNIT 2 PLAT BOOK 105 PAGE 62
LOT 78 BLOCK 5
Record Owner(s): Jung & June Kim

NOTICE IS HEREBY GIVEN that SAN MARCOS AT SUMMERLIN HOMEOWNERS ASSOCIATION has executed and delivered to its agent, Assessment Management Services, a written authorization to conduct this sale, and has deposited with said agent such documents as the Covenants, Conditions, and Restrictions and documents evidencing the obligations secured thereby, and declares all sums secured thereby immediately due and payable and elects to cause the property to be sold to satisfy the obligations.

EXHIBIT 9

EXHIBIT 9



9171 9003 2900 1500 4027 88

AMS 800

Green Tree Servicing LLC
7360 S. Kyrene Road
Tempe, AZ 85283

800 AMS1100-114384 AMSNOSCoverltr

Assessment Management Services
6655 S. CIMARRON ROAD, SUITE 201 * LAS VEGAS NV 89113 * (702) 856-3808 * FAX (702) 880-4699
E-mail: customerservice@amsresults.com
CERTIFIED MAIL RETURN RECEIPT REQUESTED
(COPY ALSO SENT VIA U.S. MAIL)

AMS 800
Green Tree Servicing LLC
7360 S. Kyrene Road
Tempe, AZ 85283

October 08, 2014

RE: Our Client: SAN MARCOS AT SUMMERLIN HOMEOWNERS ASSOCIATION
Homeowner: Jung & June Kim
Account Number: AMS1100-114384
Balance Owing: \$12,996.18*
Property: 452 Crocus Hill Street Las Vegas NV89138
APN: 137-35-514-018

Dear Green Tree Servicing LLC

Notice is hereby given that the SAN MARCOS AT SUMMERLIN HOMEOWNERS ASSOCIATION, has a Notice of Foreclosure Sale dated , and recorded as Instrument and Book Number: , of Official Records, in Clark County, Nevada.

WARNING! A SALE OF YOUR PROPERTY IS IMMINENT! UNLESS YOU PAY THE AMOUNT SPECIFIED IN THIS NOTICE BEFORE THE SALE DATE, YOU COULD LOSE YOUR HOME, EVEN IF THE AMOUNT IS IN DISPUTE. YOU MUST ACT BEFORE THE SALE DATE. IF YOU HAVE ANY QUESTIONS, PLEASE CALL TERRA WEST COLLECTIONS GROUP LLC DBA ASSESSMENT MANAGEMENT SERVICES (702) 856-3808. IF YOU NEED ASSISTANCE, PLEASE CALL THE FORECLOSURE SECTION OF THE OMBUDSMAN'S OFFICE, NEVADA REAL ESTATE DIVISION, AT 1-877-829-9907 IMMEDIATELY.

YOUR PROPERTY IS IN FORECLOSURE BECAUSE YOU ARE DELINQUENT IN YOUR SAN MARCOS AT SUMMERLIN HOMEOWNERS ASSOCIATION ASSESSMENTS. YOUR PROPERTY WILL BE SOLD WITHOUT ANY COURT ACTION. PURSUANT TO NEVADA REVISED STATUTES, CHAPTER 116, a sale on the real property described herein will be held at the Nevada Legal News located at 930 So. Fourth St., Las Vegas, NV 89101, if this obligation is not completely satisfied and paid before the auction sale date October 30, 2014 at 10:00 am.

Please make Money Order or Cashiers Check payable to Assessment Management Services and mail to:
Assessment Management Services, PO Box 80660, Las Vegas NV 89180

Please contact our office at 702-856-3808 to resolve immediately or send payment in full. AMS does not accept cash, personal checks or credit cards, only certified funds.

Very truly yours,

Assessment Management Services

Enclosures: Notice of Foreclosure Sale (copy)

Notice to Consumer

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2

APN#: 137-35-514-018
Trustee Sale No. AMS1100-114384

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c/o ASSESSMENT MANAGEMENT SERVICES
P.O. BOX 80660
Las Vegas, NV 89180
(702) 856-3808
E-mail: customerservice@amsresults.com

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10/08/2014 08:59:06 AM
Receipt #: 2179002
Requestor:
ASSESSMENT MANAGEMENT
SERVI
Recorded By: COJ Pgs: 2
DEBBIE CONWAY
CLARK COUNTY RECORDER

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E-mail: customerservice@amsresults.com
CERTIFIED MAIL RETURN RECEIPT REQUESTED
(COPY ALSO SENT VIA U.S. MAIL)

AMS 800
Green Tree Servicing LLC
7360 S. Kyrene Road
Tempe, AZ 85283

October 08, 2014

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Homeowner: Jung & June Kim
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Balance Owning: \$12,996.18*
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Trustee Sale No. AMS1100-114384

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Inst #: 20141008-0000709
Fees: \$18.00
N/C Fee: \$0.00
10/08/2014 08:59:06 AM
Receipt #: 2179002
Requestor:
ASSESSMENT MANAGEMENT
SERVI
Recorded By: COJ Pgs: 2
DEBBIE CONWAY
CLARK COUNTY RECORDER

NOTICE OF FORECLOSURE SALE

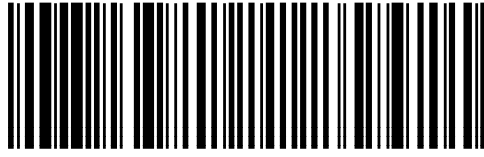
WARNING! A SALE OF YOUR PROPERTY IS IMMINENT! UNLESS YOU PAY THE AMOUNT SPECIFIED IN THIS NOTICE BEFORE THE SALE DATE, YOU COULD LOSE YOUR HOME, EVEN IF THE AMOUNT IS IN DISPUTE. YOU MUST ACT BEFORE THE SALE DATE. IF YOU HAVE ANY QUESTIONS, PLEASE CALL TERRA WEST COLLECTIONS GROUP LLC, D/B/A ASSESSMENT MANAGEMENT SERVICES AT (702) 856-3808. IF YOU NEED ASSISTANCE, PLEASE CALL THE FORECLOSURE SECTION OF THE OMBUDSMAN'S OFFICE, NEVADA REAL ESTATE DIVISION, AT 1-877-829-9907 IMMEDIATELY.

YOU ARE IN DEFAULT UNDER A DELINQUENT ASSESSMENT LIEN, DATED June 21, 2013. UNLESS YOU TAKE ACTION TO PROTECT YOUR PROPERTY, IT MAY BE SOLD AT A PUBLIC SALE. IF YOU NEED AN EXPLANATION OF THE NATURE OF THE PROCEEDINGS AGAINST YOU, YOU SHOULD CONTACT A LAWYER.

NOTICE IS HEREBY GIVEN THAT on October 30, 2014, at 10:00 am at the main entrance to the Nevada Legal News located at 930 So. Fourth St., Las Vegas, NV 89101, under the power of sale pursuant to the terms of those certain Covenants, Conditions, and Restrictions recorded on February 22, 2002 as Instrument/Book number 20020222-02063 of the official records of Clark County, Assessment Management Services, as duly appointed agent under that certain Notice of Delinquent Assessment Lien, recorded on June 21, 2013 as Instrument/Book number 201306210001487 of the official records of said county, and The Notice of Default and Election to Sell, recorded on February 20, 2014 as Instrument/Book number 201402200002817 of the official records of said county, will sell at public auction to the highest bidder, for lawful money of the United States, all right, title, and interest in the following property known as:

Commonly known as: 452 Crocus Hill Street Las Vegas NV 89138
Legal Description: SAN MARCOS-UNIT 2 PLAT BOOK 105 PAGE 62
LOT 78 BLOCK 5
Record Owner(s): Jung & June Kim

NOTICE IS HEREBY GIVEN that SAN MARCOS AT SUMMERLIN HOMEOWNERS ASSOCIATION has executed and delivered to its agent, Assessment Management Services, a written authorization to conduct this sale, and has deposited with said agent such documents as the Covenants, Conditions, and Restrictions and documents evidencing the obligations secured thereby, and declares all sums secured thereby immediately due and payable and elects to cause the property to be sold to satisfy the obligations.



9171 9003 2900 1500 4027 95

AMS 800

Bank of America, N.A.
400 National Way
Simi Valley, CA 93065

800 AMS1100-114384 AMSNOSCoverltr

Assessment Management Services
6655 S. CIMARRON ROAD, SUITE 201 * LAS VEGAS NV 89113 * (702) 856-3808 * FAX (702) 880-4699
E-mail: customerservice@amsresults.com
CERTIFIED MAIL RETURN RECEIPT REQUESTED
(COPY ALSO SENT VIA U.S. MAIL)

AMS 800
Bank of America, N.A.
400 National Way
Simi Valley, CA 93065

October 08, 2014

RE: Our Client: SAN MARCOS AT SUMMERLIN HOMEOWNERS ASSOCIATION
Homeowner: Jung & June Kim
Account Number: AMS1100-114384
Balance Owning: \$12,996.18*
Property: 452 Crocus Hill Street Las Vegas NV89138
APN: 137-35-514-018

Dear Bank of America, N.A.

Notice is hereby given that the SAN MARCOS AT SUMMERLIN HOMEOWNERS ASSOCIATION, has a Notice of Foreclosure Sale dated , and recorded as Instrument and Book Number: , of Official Records, in Clark County, Nevada.

WARNING! A SALE OF YOUR PROPERTY IS IMMINENT! UNLESS YOU PAY THE AMOUNT SPECIFIED IN THIS NOTICE BEFORE THE SALE DATE, YOU COULD LOSE YOUR HOME, EVEN IF THE AMOUNT IS IN DISPUTE. YOU MUST ACT BEFORE THE SALE DATE. IF YOU HAVE ANY QUESTIONS, PLEASE CALL TERRA WEST COLLECTIONS GROUP LLC DBA ASSESSMENT MANAGEMENT SERVICES (702) 856-3808. IF YOU NEED ASSISTANCE, PLEASE CALL THE FORECLOSURE SECTION OF THE OMBUDSMAN'S OFFICE, NEVADA REAL ESTATE DIVISION, AT 1-877-829-9907 IMMEDIATELY.

YOUR PROPERTY IS IN FORECLOSURE BECAUSE YOU ARE DELINQUENT IN YOUR SAN MARCOS AT SUMMERLIN HOMEOWNERS ASSOCIATION ASSESSMENTS. YOUR PROPERTY WILL BE SOLD WITHOUT ANY COURT ACTION. PURSUANT TO NEVADA REVISED STATUTES, CHAPTER 116, a sale on the real property described herein will be held at the Nevada Legal News located at 930 So. Fourth St., Las Vegas, NV 89101, if this obligation is not completely satisfied and paid before the auction sale date October 30, 2014 at 10:00 am.

Please make Money Order or Cashiers Check payable to Assessment Management Services and mail to:
Assessment Management Services, PO Box 80660, Las Vegas NV 89180

Please contact our office at 702-856-3808 to resolve immediately or send payment in full. AMS does not accept cash, personal checks or credit cards, only certified funds.

Very truly yours,

Assessment Management Services

Enclosures: Notice of Foreclosure Sale (copy)

Notice to Consumer

Pursuant to and in accordance with the Fair Debt Collection Practices Act [15 U.S.C 1692, *et seq.*] and all applicable sections of Nevada Revised Statutes Chapters 116 and 649, Assessment Management Services provides the following notification(s). This communication is from a debt collector. This is an attempt to collect a debt. Any information obtained will be used for that purpose. This notice is required by the provision of the Fair Debt Collection Practices Act and does not imply that we are attempting to collect money from anyone who discharged the debt under the bankruptcy laws of the United States.

2

APN#: 137-35-514-018
Trustee Sale No. AMS1100-114384

WHEN RECORDED, MAIL TO:
SAN MARCOS AT SUMMERLIN HOMEOWNERS ASSOCIATION
c/o ASSESSMENT MANAGEMENT SERVICES
P.O. BOX 80660
Las Vegas, NV 89180
(702) 856-3808
E-mail: customerservice@amsresults.com

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LOT 78 BLOCK 5
Record Owner(s): Jung & June Kim

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800 AMS1100-114384 AMSNOSCoverltr

Assessment Management Services
6655 S. CIMARRON ROAD, SUITE 201 * LAS VEGAS NV 89113 * (702) 856-3808 * FAX (702) 880-4699
E-mail: customerservice@amsresults.com
CERTIFIED MAIL RETURN RECEIPT REQUESTED
(COPY ALSO SENT VIA U.S. MAIL)

AMS 800
Bank of America, N.A.
400 National Way
Simi Valley, CA 93065

October 08, 2014

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Balance Owing: \$12,996.18*
Property: 452 Crocus Hill Street Las Vegas NV89138
APN: 137-35-514-018

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Assessment Management Services

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2

APN#: 137-35-514-018
Trustee Sale No. AMS1100-114384

WHEN RECORDED, MAIL TO:
SAN MARCOS AT SUMMERLIN HOMEOWNERS ASSOCIATION
c/o ASSESSMENT MANAGEMENT SERVICES
P.O. BOX 80660
Las Vegas, NV 89180
(702) 856-3808
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LOT 78 BLOCK 5
Record Owner(s): Jung & June Kim

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EXHIBIT 10

EXHIBIT 10

Priority Posting & Publishing
Order # P1115580
TS # AMS1100-114384

AFFIDAVIT OF SERVICE

State of Nevada)
County of Clark)

I, Kevin Dunn, state:

That at all times herein I have been a citizen of the United States, over 18 years of age, and am not a party to, or interested in, the proceeding in which this affidavit is made.

I served **Jung Kim and June Kim** with a copy of the Notice of Sale, on 10/9/2014 at approximately 12:54 PM, by:

Attempting to personally serve the person(s) residing at the property, however no one answered the door. I thereafter posted a copy of the Notice of Sale on the property in the manner prescribed pursuant to NRS 116.311635, in a conspicuous place on the property, which is located at:

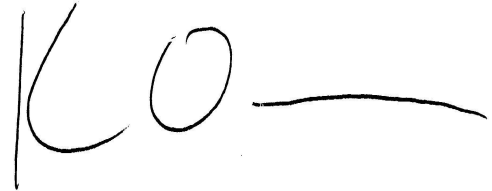
452 Crocus Hill Street
Las Vegas NV 89138

To the best of my knowledge, the property is vacant and unoccupied.

I declare under penalty of perjury under the law of the State of Nevada that the foregoing is true and correct.

Dated 10/9/2014

Nevada Legal Support Services LLC

A handwritten signature in black ink, appearing to be 'KO' followed by a horizontal line.

Kevin Dunn, 1675964
930 S. 4th Street, Suite 200
Las Vegas, NV 89101
(702) 382-2747
NV License #1711

NVLSS ID# 491817 16
COUNTY OF SERVICE: CLARK
SERVER: Kevin Dunn

Priority Posting & Publishing
Order # P1115580
TS # AMS1100-114384

AFFIDAVIT OF POSTING NOTICE OF SALE

State of Nevada)
County of Clark)

I, Sabrina Callaway, state:

That at all times herein I have been a citizen of the United States, over 18 years of age, and am not a party to, or interested in, the proceeding in which this affidavit is made.

On 10/9/2014, I posted a copy of the Notice of Sale pursuant to NRS 116.311635, concerning Sale AMS1100-114384, in a public place in the county where the property is situated, to wit:

NEVADA LEGAL NEWS, 930 S FOURTH ST, LAS VEGAS
CLARK COUNTY COURTHOUSE, 200 LEWIS ST, LAS VEGAS
CLARK COUNTY BUILDING, 309 S THIRD ST, LAS VEGAS

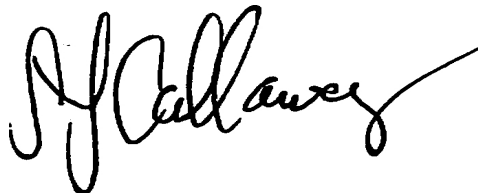
The purported owner and address of the property contained in the Notice of Sale being:

Jung Kim and June Kim, 452 Crocus Hill Street, Las Vegas NV 89138.

I declare under penalty of perjury under the law of the State of Nevada that the foregoing is true and correct.

Dated 10/9/2014

Nevada Legal Support Services LLC



Sabrina Callaway
930 S. 4th Street, Suite 200
Las Vegas, NV 89101
(702) 382-2747
NV License #1711

NVLSS ID# 491817 16
COUNTY OF SERVICE: CLARK
SERVER: Sabrina Callaway
Assessment Management Services



Photos taken by: Kevin Dunn County: CLARK 133
Photo Date: 10/9/2014 Time: 12:54 PM NLN ID# 491817 Page 1 of 1
Primary Borrower: Jung Kim and June Kim
Property Address: 452 Crocus Hill Street, Las Vegas NV 89138

Nevada Legal Support Services LLC
930 S. 4th Street, Suite 200
Las Vegas, NV 89101
(702) 382-2747 NV. Lic. #1711

Priority Posting & Publishing Order # P1115580 TS#AMS1100-114384

ER-189

EXHIBIT 11

EXHIBIT 11

AFFP
P1115580

Affidavit of Publication

STATE OF NEVADA }
COUNTY OF CLARK } SS

I, Rosalie Qualls state:

That I am Assistant Operations Manager of the Nevada Legal News, a daily newspaper of general circulation, printed and published in Las Vegas, Clark County, Nevada; that the publication, a copy of which is attached hereto, was published in the said newspaper on the following dates:

- Oct 09, 2014
- Oct 16, 2014
- Oct 23, 2014

That said newspaper was regularly issued and circulated on those dates. I declare under penalty of perjury that the foregoing is true and correct.

DATED: Oct 23, 2014



Rosalie Qualls

APN#: 137-35-514-018 Trustee Sale No. AMS1100-114384 WHEN RECORDED, MAIL TO: SAN MARCOS AT SUMMERLIN HOMEOWNERS ASSOCIATION c/o ASSESSMENT MANAGEMENT SERVICES P.O. BOX 80660 Las Vegas, NV 89180 (702) 856-3808 E-mail: customerservice@amsresults.com NOTICE OF FORECLOSURE SALE WARNING! A SALE OF YOUR PROPERTY IS IMMINENT! UNLESS YOU PAY THE AMOUNT SPECIFIED IN THIS NOTICE BEFORE THE SALE DATE, YOU COULD LOSE YOUR HOME, EVEN IF THE AMOUNT IS IN DISPUTE. YOU MUST ACT BEFORE THE SALE DATE. IF YOU HAVE ANY QUESTIONS, PLEASE CALL TERRA WEST COLLECTIONS GROUP LLC. D/B/A ASSESSMENT MANAGEMENT SERVICES AT (702) 856-3808. IF YOU NEED ASSISTANCE, PLEASE CALL THE FORECLOSURE SECTION OF THE OMBUDSMAN'S OFFICE, NEVADA REAL ESTATE DIVISION, AT 1-877-829-9907 IMMEDIATELY. YOU ARE IN DEFAULT UNDER A DELINQUENT ASSESSMENT LIEN, DATED 6/21/2013. UNLESS YOU TAKE ACTION TO PROTECT YOUR PROPERTY, IT MAY BE SOLD AT A PUBLIC SALE. IF YOU NEED AN EXPLANATION OF THE NATURE OF THE PROCEEDINGS AGAINST YOU, YOU SHOULD CONTACT A LAWYER. NOTICE IS HEREBY GIVEN THAT on 10/30/2014, at 10:00 am The main entrance to the Nevada Legal News located at 930 So. Fourth St., Las Vegas, NV 89101, under the power of sale pursuant to the terms of those certain Covenants, Conditions, and Restrictions recorded on 2/22/2002 as Instrument/Book number 20020222-02063 of the official records of Clark County, Assessment Management Services, as duly appointed agent under that certain Notice of Delinquent Assessment Lien, recorded on 6/21/2013 as Instrument/Book number 201306210001487 of the official records of said county, and The Notice of Default and Election to Sell, recorded on 2/20/2014 as Instrument/Book number 201402200002817 of the official records of said county, will sell at public auction to the highest bidder, for lawful money of the United States, all right, title, and interest in the following property known as: Commonly known as: 452 Crocus Hill Street Las Vegas, NV 89138 Legal Description: SAN MARCOS-UNIT 2 PLAT BOOK 105 PAGE 62 LOT 78 BLOCK 5 Record Owner(s): Jung & June Kim NOTICE IS HEREBY GIVEN that SAN MARCOS AT SUMMERLIN HOMEOWNERS ASSOCIATION has executed and delivered to its agent, Assessment Management Services, a written authorization to conduct this sale, and has deposited with said agent such documents as the Covenants, Conditions, and Restrictions and documents evidencing the obligations secured thereby, and declares all sums secured thereby immediately due and payable and elects to cause the property to be sold to satisfy the obligations. The undersigned agent disclaims any liability for incorrectness of the street address and other common designation, if any, shown herein. The sale will be made without covenant or warranty, expressed or implied regarding, but not limited to, title or possession, or encumbrances, or obligations to satisfy any secured or unsecured liens. The total amount of the unpaid balance of the obligation secured by the property to be sold and reasonable estimated costs, expenses and advances at the time of the initial publication of the Notice of Sale is \$13,529.18. This amount may include assessments, late fees, special assessments, collection fees, and interest. Assessment Management Services, whose address is 6655 South Cimarron Road, Suite 201, Las Vegas, Nevada 89113, is authorized by SAN MARCOS AT SUMMERLIN HOMEOWNERS ASSOCIATION to enforce the lien by sale. Assessment Management services is a debt collector and is attempting to collect a debt. Any information obtained will be used for that purpose. Dated: 10/3/2014 BY: Abbey Rodriguez Assessment Management Services, as agent for SAN MARCOS AT SUMMERLIN HOMEOWNERS ASSOCIATION P1115580 10/9, 10/16, 10/23/2014

04108130 00382776

PRIORITY POSTING & PUBLISHING (2014)
17501 IRVINE BLVD. SUITE 1
TUSTIN, CA 92780

EXHIBIT 12

EXHIBIT 12

1 Ryan O'Malley, Esq.
 2 State Bar No. 12461
 3 ryan.omalley@buckleymadole.com
 4 1635 Village Center Circle, Suite 130
 5 Las Vegas, NV 89134
 6 Tel: (702) 425-7267 Fax: (702) 425-7269
 7 *Attorneys for Defendant/Counter-Claimant/Third-Party Plaintiff Green Tree Servicing, LLC*

8 **UNITED STATES DISTRICT COURT**
 9 **DISTRICT OF NEVADA**

10 SATICOY BAY LLC SERIES 452 CROCUS
 11 HILL

Case No.: 2:15-cv-00977-RFB-CWH

12 Plaintiff,

RESPONSES TO INTERROGATORIES

13 vs.

14 GREEN TREE SERVICING, LLC, a Delaware
 15 limited liability company; QUALITY LOAN
 16 SERVICE CORPORATION, a California
 17 corporation;

18 Defendants.

19 GREEN TREE SERVICING, LLC,

20 Counter-Claimant,

21 vs.

22 SATICOY BAY LLC SERIES 452 CROCUS
 23 HILL, a Nevada limited liability company;

24 Counter-Defendant,

25 GREEN TREE SERVICING, LLC

26 Third-Party Plaintiff,

27 vs.

28 ASSESSMENT MANAGEMENT SERVICES,
 INC., a Nevada corporation; SAN MARCOS AT
 SUMMERLIN HOMEOWNERS
 ASSOCIATION, a Nevada non-profit
 corporation,

Third-Party Defendants.

1 Plaintiff Ditech Financial LLC *fka* Green Tree Servicing LLC hereby responds to
2 Plaintiff's First Set of Interrogatories as follows:

3 **PRELIMINARY STATEMENT**

4 The following responses are based on information and documents readily available and
5 known by Defendant after a diligent search and reasonable inquiry. Defendant's discovery and
6 investigation is ongoing.

7 Defendant expressly reserves all of the following rights:

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1. The right to conduct further discovery and investigation for information and documents which, if presently known, would have been included in these responses;

2. The right to present, use or rely on at any time, including trial of this action, additional information and documents as may be uncovered through continuing discovery and investigation;

3. The right to raise any objection on any ground, including without limitation authenticity, foundation, relevance, materiality, privilege and admissibility as evidence, to the use for any purpose of any document or information produced in response to any Interrogatory herein in any subsequent proceeding or trial in this or any other action;

4. The right to object on any grounds at any time to any other discovery involving any documents or information produced in response to any Interrogatory herein; and

5. The rights to amend, supplement, or otherwise modify these responses.

The following responses are based upon information presently available to, and located by, Defendant. Defendant has not yet completed its investigation of the facts relating to this case and has not completed preparation for trial. Therefore, the responses given herein are without prejudice to Defendant's right to further supplement or amend its responses if appropriate pursuant to the Federal Rules of Civil Procedure and/or the Local Rules of Practice.

GENERAL OBJECTIONS

1
2 The following general objections apply to each Definition, Instruction and Interrogatory
3 and shall have the same force and effect as if fully set forth in the specific objection to each of
4 Plaintiff's Interrogatories:

5 1. Defendant objects to each Interrogatory to the extent it seeks a response from any
6 party other than Defendant.

7 2. Defendant objects to each Interrogatory to the extent it imposes or purports to
8 impose obligations greater than those required by the Federal Rules of Civil Procedure and/or the
9 Local Rules of Practice.

10 3. Defendant objects to each Interrogatory to the extent it is overly broad, vague and
11 ambiguous, unduly burdensome, designed to harass or to annoy, or calls for information neither
12 relevant to any issue in the instant litigation nor reasonably calculated to lead to the discovery of
13 admissible evidence.
14

15 4. Defendant objects to each Interrogatory to the extent it seeks or purports to seek
16 information protected from disclosure by the attorney-client privilege, the work product doctrine,
17 the common legal interest privilege, the joint defense privilege, or any other applicable privilege,
18 immunity or protection against disclosure.
19

20 5. Defendant objects to each Interrogatory to the extent it requires or purports to
21 require Defendant: (a) to disclose information outside of its possession, custody or control; (b) to
22 seek information about or from persons not currently employed or associated with Defendant; or
23 (c) to provide or seek information regarding third parties.
24

25 6. Defendant objects to each Interrogatory to the extent it calls for legal conclusions,
26 contentions and/or legal theories.
27

28 7. Defendant objects to each Interrogatory to the extent it seeks information from

1 documents already in the possession, custody or control of, or readily available to Plaintiff or his
2 counsel, including, but not limited to the documents filed with the Court or already disclosed
3 and/or produced to Plaintiff.

4 8. Defendant objects to each Interrogatory to the extent it calls for the production of
5 information readily available through public sources, from sources that are more convenient, less
6 burdensome or less expensive, or from sources that are more readily available to Plaintiff than
7 Defendant.

9 9. Defendant objects to each Interrogatory to the extent it is internally repetitive,
10 overlapping or duplicative.

11 10. Defendant objects to each Interrogatory to the extent it seeks to abrogate
12 Defendant's right under the Federal Rules of Civil Procedure to produce documents as they are
13 kept in the usual course of business.

15 11. Defendant objects to the disclosure of trade secrets, confidential and/or private
16 information related to loans to which Plaintiff is not a party, and/or confidential research,
17 development, or commercial information that can be discovered, if at all, only through the entry
18 of a protective order.

20 In providing responses and objections to a specific Interrogatory, Defendant does not in
21 any way waive, but rather preserves: (a) all objections as to competence, relevancy, materiality,
22 and admissibility; (b) all objections as to the vagueness, ambiguity, or other infirmity in the form
23 of any Interrogatory and any objections based on the undue burden imposed by any
24 Interrogatory; (c) all rights to object on any grounds to the use of any of the responses, or their
25 subject matter, in any subsequent proceeding; (d) all rights to object on any grounds to any
26 further requests involving or relating to the subject matter of the Interrogatory; (e) the right to
27 supplement responses and objections to the Interrogatory before the disposition of this litigation;
28 and (f) all privileges and/or rights under the applicable Federal Rules of Civil Procedure, Federal

1 Rules of Evidence, the Local Rules of Practice, statutes or common law.

2

3

RESPONSES TO INTERROGATORIES

4 **INTERROGATORY NO. 1:**

5 State the name, address, and phone number for each person who you intend to call as a witness in
6 the trial in this case.

7 **RESPONSE NO. 1:**

8 See Defendant's initial and supplemental disclosures and list of witnesses, as well as any and all
9 witnesses disclosed by other parties in this litigation.

10 **INTERROGATORY NO. 2:**

11 For each person identified by you in interrogatory number 1, please give a brief description of
12 the testimony you anticipate that each witness will give at the trial in this case.

13 **RESPONSE NO. 2:**

14 See Defendant's initial and supplemental disclosures and list of witnesses, as well as any and all
15 witnesses disclosed by other parties in this litigation.

16 **INTERROGATORY NO. 3:**

17 State the name, address, and phone number, and the area of expertise for each expert you have
18 consulted regarding this case.

19 **RESPONSE NO. 3:**

20 In addition to the general objections, Defendant objects to this Interrogatory to the extent that
21 this Interrogatory requests material prior to the FRCP 26 and/or trial setting order, and to the
22 extent that this Interrogatory impinges on attorney-client privilege or seeks protected work
23 product. Defendant will disclose its expert(s) in accordance with the time frames set forth in
24 the Federal Rules of Civil Procedure and the Scheduling Order.

25 **INTERROGATORY NO. 4:**

26 State the name, address, and phone number, and area of expertise for each expert you have
27 retained as a witness to testify in the trial in this case.

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1 **RESPONSE NO. 4:**

2 See Defendant's response to Interrogatory No. 3.

3 **INTERROGATORY NO. 5:**

4 For each expert witness identified by you in interrogatory number 4, please give a brief
5 description of the testimony you anticipate that each expert witness will give at the trial in this
6 case.

7 **RESPONSE NO. 5:**

8 See Defendant's response to Interrogatory No. 3.

9 **INTERROGATORY NO. 6:**

10 Identify each document or other exhibit you intend to introduce in the trial of this case.

11 **RESPONSE NO. 6:**

12 In addition to the general objections, Defendant objects to this Interrogatory to the extent that
13 this Interrogatory requests material prior to the FRCP 26 and/or trial setting order, and to the
14 extent that this Interrogatory seeks protected work product. Defendant will disclose the
15 documents and exhibits it intends to use at trial in accordance with FRCP 26 and/or the trial
16 setting order.

17 **INTERROGATORY NO. 7:**

18 Please state the amount of damages you will be seeking at trial.

19 **RESPONSE NO. 7:**

20 Objection, Defendant has not asserted a counterclaim for damages, such that "damages" is
21 vague, ambiguous and overbroad as to time and scope, and as to whether Plaintiff seeks
22 information as to monetary or equitable damages. Notwithstanding and without waiving the
23 foregoing, Defendant seeks damages for wrongful foreclosure from all parties as is set forth in ¶¶
24 53-61 in its Counterclaim, and reserves the right to seek all amounts related to payment of taxes,
25 insurance, and property maintenance, legal fees, and any amounts permitted pursuant to statute.

26 **INTERROGATORY NO. 8:**

27 Please explain the basis for each item of damages you will be seeking at trial.

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1 **RESPONSE NO. 8:**

2 Objection, "damages" is vague, ambiguous and overbroad as to time and scope, and as to
3 whether Plaintiff seeks information as to monetary or equitable damages. Notwithstanding and
4 without waiving the foregoing, Defendant will seek all monetary damages are related to the
5 amounts incurred in protecting the subject property from additional liens and for insuring the
6 property and any amounts related to our status as a prevailing party.

7 **INTERROGATORY NO. 9:**

8 Please explain what efforts, if any, you have made to mitigate your damages in this case.

9 **RESPONSE NO. 9:**

10 Objection, "mitigate" and "damages" is vague, ambiguous and overbroad as to time and scope,
11 and as to whether Plaintiff seeks information as to monetary or equitable damages. Additionally,
12 Defendant objects to this Interrogatory to the extent it seeks a legal conclusion as to the
13 prospective damages. Defendant has tried to limit its expenditures to preclude further
14 encumbrances of the Property and/or to maintain the Property in accordance with city, state, and
15 municipal requirements.

16 **INTERROGATORY NO. 10:**

17 To the extent you answered any of the Requests for Admissions served upon you
18 contemporaneously herewith, anything other than an unqualified "Admit," then for each and
19 every such answer, set forth the specific basis or grounds for your answer, whether you are aware
20 of any information, facts, writings or evidence whatsoever relating to this litigation that either
21 supports or contradicts your answer, and the identity of all persons who have any knowledge or
22 information which either supports or contradicts each of your answers which are not an
23 unqualified admission.

24 **RESPONSE NO. 10:**

25 Objection, this Interrogatory serves as a multipart Interrogatory, seeking information for multiple
26 Requests for Admissions as one Interrogatory. Additionally, this Interrogatory is duplicative of
27 other Interrogatories regarding the factual basis in this litigation. Pursuant to and notwithstanding
28

1 these objections, without clarification or limitation, Defendant answers as follows: Please refer to
2 each Response to Request for Admissions.

3 **INTERROGATORY NO. 11:**

4 Identify the facts, information and evidence of which you are aware that supports each
5 affirmative defense claimed in your answer.

6 **RESPONSE NO. 11:**

7 Objection, overbroad and seeking a multipart response as to “each affirmative response.”
8 Additionally, this Interrogatory seeks attorney work product. Furthermore, this Interrogatory is
9 vague and ambiguous as to the term “aware,” which is not defined and is susceptible to multiple
10 interpretations in the context of this Interrogatory. Pursuant to and notwithstanding these
11 objections, see all prior disclosures and responses. Investigation and discovery are continuing.
12 This response will be supplemented as more information becomes available.

13 **INTERROGATORY NO. 12:**

14 Identify the facts, information and evidence of which you are aware that supports or contradicts
15 your assertion that you were not properly noticed of the Association foreclosure sale.

16 **RESPONSE NO. 12:**

17 Objection, this Interrogatory seeks a legal conclusion as to being “properly noticed.” Defendant
18 contends that the Association and their agent(s) failed to provide all necessary notices under
19 NRS Chapter 116 and 107 and/or the Declaration of Covenants, Conditions and Restrictions
20 governing the Association, leading to an improper foreclosure which did not affect the Deed of
21 Trust. Furthermore, this Interrogatory is vague and ambiguous as to the term “aware,” which is
22 not defined and is susceptible to multiple interpretations in the context of this Interrogatory.
23 Investigation and discovery are continuing. This response will be supplemented as more
24 information becomes available.

25 **INTERROGATORY NO. 13:**

26 Identify all communications between you and the Association and/or the Association's agents
27 regarding the Property.

28 **RESPONSE NO. 13:**

1 Objection, vague as to time, and overbroad as to “all communications... regarding the Property.”
2 Furthermore, the Interrogatory seeks information which may be irrelevant and confidential in
3 regards to the initial purchase or transfer of the Property. To the degree that this Interrogatory
4 seeks solely the Defendant’s communications regarding the amount of the Association’s lien
5 pertaining to the amounts detailed by NRS 116.3116(2) and pursuant to and notwithstanding
6 these objections, without clarification or limitation, and to the extent that the Interrogatory seeks
7 the communication following the Notice of Delinquent Assessment, Defendant answers as
8 follows: None.

9 **INTERROGATORY NO. 14:**

10 Identify any pooling and servicing agreement and/or servicing guidelines applicable to your
11 security interest in the Property, including any pooling and servicing agreements for prior
12 servicers.

13 **RESPONSE NO. 14:**

14 Objection, this Interrogatory seeks information which is irrelevant to Plaintiff’s claims and not
15 reasonably calculated to lead to the discovery of admissible evidence pertinent to Plaintiff’s
16 claims. Additionally, this Interrogatory is compound as to requesting both pooling and servicing
17 agreements and/or servicing guidelines, and is unduly burdensome. Furthermore, any agreement
18 between Defendant and any unnamed parties is proprietary and confidential. Finally, this
19 Interrogatory seeks information outside of Defendant’s possession, custody or control and/or
20 asks Defendant to provide or seek information regarding third parties.

21 Subject to and without waiving any of the foregoing objections, please see Fannie Mae’s
22 servicing guidelines, which are publically available via Internet at
23 <https://www.fanniemae.com/content/guide/servicing>. Please also see the Mortgaging Rights
24 Purchasing and Sale Agreement and Agreement With Respect to Servicing Transfer provided
25 with Plaintiff’s initial and supplemental disclosures.

26 **INTERROGATORY NO. 15:**

27 Identify all communications between you and the current and any prior servicer of your loan
28 regarding any association lien on the Property.

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RESPONSE NO.15:

Objection, this Interrogatory is overbroad as to time, and scope. Furthermore, any communications between Defendant and any unnamed parties, i.e. the current and any prior servicer, is proprietary and confidential as to the financial information of borrower contained therein. Furthermore, this Interrogatory seeks information outside of Defendant's possession, custody or control and/or asks Defendant to provide or seek information regarding third parties. Additionally, this Interrogatory is both vague and overbroad as to "association liens" as there are a variety of liens which may be described as "association liens," including liens for violations of the declaration of covenants, conditions and restrictions unrelated to assessments per the periodic budget. Finally, this Interrogatory seeks information that is burdensome and calls for information neither relevant to any issue in the instant litigation nor reasonably calculated to lead to the discovery of admissible evidence. Pursuant to and notwithstanding these objections, and limiting the timeframe to the period after the recordation of the Notice of Delinquent Assessment Lien in this matter, and without further clarification or limitation, Defendant is unaware of any such communications.

INTERROGATORY NO. 16:

Please provide a list of each and every monetary payment sent to the Association or its agents relating to an Association lien on the Property. For each payment, please include the date of payment, amount of payment, the name and address of the person/entity to whom the payment was sent, the method and manner the payment was sent, the name of the person who sent the payment, and whether the payment was accepted or rejected.

RESPONSE NO.16:

Objection, this Interrogatory is overbroad as to "every monetary payment sent to the Association or its agents relating to an Association lien on the Property" as there are a variety of liens which may be described as "association lien," including liens for violations of the declaration of covenants, conditions and restrictions unrelated to assessments per the periodic budget.

1 Furthermore, this Interrogatory is vague and ambiguous as to source of payments, purpose, and
2 seeks information outside of Defendant's possession, custody or control and/or asks Defendant
3 to provide or seek information regarding third parties, namely, the payments made to the
4 Association by the borrower or other parties. Furthermore, this Interrogatory is burdensome due
5 to the over broadness of scope. To the extent that this Interrogatory seeks solely those amounts
6 sent by Defendant to the Association in relation to the association lien (or liens) which the
7 Association foreclosed upon and which resulted in the alleged interest under which Plaintiff
8 brings its claims, and pursuant to and notwithstanding these objections, without clarification or
9 limitation, Defendant answers as follows: None.

10 **INTERROGATORY NO. 17:**

11 Identify any steps you took to ensure the Association received the assessments owed in relation
12 to the Property.

13 **RESPONSE NO. 17:**

14 Objection, both vague and overbroad as to "assessments" as there are a variety of assessments
15 which may relate to the Property, including assessments for violations of the declaration of
16 covenants, conditions and restrictions unrelated to assessments per the periodic budget.
17 Furthermore, this Interrogatory seeks information that is burdensome and calls for information
18 neither relevant to any issue in the instant litigation nor reasonably calculated to lead to the
19 discovery of admissible evidence. Objection, infers a duty on Defendant to "ensure" action.
20 Defendant also objects to this Interrogatory on the ground that it assumes facts not in evidence
21 (i.e. that the Association was owed assessments, that the purported lien was based upon
22 delinquent assessments, and that Defendant had a duty to ensure payment of Association
23 assessments). Defendant also objects to this request to the extent that it impinges on attorney-
24 client privilege. Pursuant to and notwithstanding these objections; Defendant refers Plaintiff to
25 the Deed of Trust in Defendant's initial disclosures.

26 **INTERROGATORY NO. 18:**

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1 Describe any action you or your predecessors in interest took relating to the Association lien, if
2 any, after receiving foreclosure notices, including, but not limited to, notice of delinquent
3 assessment lien, notice of default, and notice of sale.

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6 **RESPONSE NO. 18:**

7 Objection, this Interrogatory assumes that the “notice of delinquent assessment lien, notice of
8 default, and notice of sale” were received, and is vague as to “predecessors in interest,” and is
9 overbroad as to “any action you or your predecessors in interest took.” Defendant also objects to
10 this interrogatory to the extent that it impinges on attorney-client privilege. Pursuant to and
11 notwithstanding these objections; Defendant answers as follows: See documents attached to
12 Defendant’s supplemental disclosures.

13 **INTERROGATORY NO. 19:**

14 Identify all facts, information, and evidence of which you are aware that contradicts Plaintiff’s
15 assertion that it was a bona fide purchaser for value at the Association foreclosure sale.

16 **RESPONSE NO. 19:**

17 In addition to the general objections, Defendant objects to this Interrogatory on the ground that it
18 assumes, without evidence, that Plaintiff has claimed it is a bona fide purchaser for value.
19 Defendant also objects to the Interrogatory because it calls for a legal conclusion.
20 Notwithstanding and subject to this objection, see the Deed of Trust, Assignment of Deed of
21 Trust, and Substitution of Trustee attached to Defendant’s Initial disclosures, all of which were
22 recorded prior to the subject sale and put Plaintiff on actual and/or inquiry notice that precludes
23 Plaintiff’s claim of bona fide purchaser. Moreover, Defendant does not believe that Plaintiff
24 and/or the HOA acted in good faith with regard to the subject sale, which also precludes
25 Plaintiff’s claim of bona fide purchaser.

26 **INTERROGATORY NO. 20:**

27 Describe any interest that any federal government entity may have in the loan.

28 **RESPONSE NO. 20:**

1 Objection, this Interrogatory is overbroad and vague as to “any interest that any federal
2 government entity may have,” and is vague as to “the loan.” Objection, vague and ambiguous as
3 to “interest,” and calls for information regarding the information and thought process of non-
4 parties. To the extent that this Interrogatory seeks information regarding the obligation secured
5 by the First Deed of Trust, this Interrogatory also seeks confidential financial information which
6 invades the privacy rights of third parties who have not granted Defendant the express authority
7 to release information to a third-party. Pursuant to and notwithstanding these objections, Federal
8 National Mortgage Association owns the loan and Deed of Trust at issue in this case, and has
9 owned it since on or around October 1, 2003. **INTERROGATORY NO. 21:**

10 Identify the current and all prior servicers for the loan allegedly secured to the Property by the
11 First Deed of Trust.

12 **RESPONSE NO. 21:**

13 Objection, to the extent that this Interrogatory seeks information regarding the obligation secured
14 by the First Deed of Trust, this Interrogatory also seeks confidential financial information which
15 invades the privacy rights of third parties who have not granted Defendant the express authority
16 to release information to a third-party. Defendant also objects to this Interrogatory on the
17 grounds that it is irrelevant and not calculated to lead to the discovery of admissible evidence
18 related to Plaintiff’s quiet title claim in this matter. Subject to and notwithstanding these
19 objections, the loan was previously serviced by Bank of America.

20 **INTERROGATORY NO. 22:**

21 State the name and mailing address for any servicing agent who has serviced any loans on your
22 behalf from the time you acquired the deed of trust in question in this case until the present date.

23 **RESPONSE NO. 22:**

24 Objection, this Interrogatory is overbroad and unduly burdensome as to “any servicing agent
25 who has serviced any loans on your behalf from the time you acquired the deed of trust in
26 question.” To the extent that this Interrogatory seeks information regarding the obligation
27 secured by the First Deed of Trust or any other Deed of Trust or underlying obligation, this
28 Interrogatory also seeks confidential financial information which invades the privacy rights of

1 third parties who have not granted Defendant the express authority to release information to a
2 third-party. Defendant also objects to this Interrogatory on the grounds that it is irrelevant and
3 not calculated to lead to the discovery of admissible evidence related to Plaintiff's quiet title
4 claim in this matter.

5
6 **INTERROGATORY NO. 23:**

7 State each address, including post office boxes where you receive any mail from the time you
8 acquired your interest in the deed of trust until the present.

9 **RESPONSE NO. 23:**

10 Objection, this Interrogatory is irrelevant, overbroad, and vague as to "any mail," as this
11 Interrogatory seeks addresses relating to all mail regarding both this matter and other matters.

12 **INTERROGATORY NO. 24:**

13 Identify all facts, information, and evidence of which you are aware which evidences any fraud,
14 oppression or unfairness in regards to the association foreclosure sale.

15 **RESPONSE NO. 24:**

16 In addition to the general objections Defendant objects to this Interrogatory as the investigation
17 is ongoing, and it is Plaintiff's burden to demonstrate commercial reasonableness, not
18 Defendant's burden to disprove the reasonableness of the sale by way of evidence of fraud,
19 oppression or unfairness. Defendant further objects to the extent that this Interrogatory seeks
20 protected work product and it calls for a legal conclusion. Subject to and without waiving these
21 objections, Defendant responds as follows: Defendant avers that the sale was not conducted in a
22 commercially reasonable manner with respect to the method, time, place and/or terms of the sale
23 and the notice given, as the wide disparity between the HOA sale purchase price and the value of
24 the property create a strong inference that the HOA sale was not conducted in a commercially
25 reasonable manner.

26 Additionally, the documents noticing the HOA sale, including the Notices of Delinquent
27 Assessment Lien, the Notices of Default, and the Notice of Trustee's Sale disclosed in
28 Defendant's Initial Disclosures do not express whether the sale includes a super-priority, sub-

1 priority, or other amount, as Nevada law requires. Defendant reserves the right to supplement
2 this response as its investigation is ongoing.

3 **INTERROGATORY NO. 25:**

4 Identify all facts, information, and evidence of which you are aware which evidences that the
5 association foreclosure sale was not properly conducted.

6 **RESPONSE NO. 25:**

7 Objection, duplicative of Interrogatory No. 24, in that “fraud, oppression or unfairness”
8 would cause an HOA sale to be improperly conducted. Defendant further objects to the extent
9 that this Interrogatory seeks protected work product and it calls for a legal conclusion. Subject to
10 and without waiving these objections, Defendant responds as follows: To the extent that this
11 Interrogatory requests specific information regarding the information leading to bidder
12 attendance at the sale and the crying of the sale, the Notices of Delinquent Assessment Lien,
13 Notices of Default, and the Notice of Trustee’s Sale disclosed in Defendant’s Initial Disclosures,
14 leading to the HOA sale did not state what interest was being sold at the time of the sale, and the
15 Trustee’s Deed Upon Sale does not state that the interest sold included the super-priority interest.
16 Defendant reserves the right to supplement this response as its investigation is ongoing.

17 **INTERROGATORY NO. 26:**

18 Identify all facts, information, and evidence of which you are aware which evidences that the
19 association foreclosure sale was not properly noticed.

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RESPONSE NO. 26:

Objection, duplicative of Interrogatory No. 24, in that “fraud, oppression or unfairness” would cause an HOA sale to be improperly noticed. Defendant further objects to the extent that this Interrogatory seeks protected work product and it calls for a legal conclusion. Subject to and without waiving these objections, Defendant responds as follows: To the extent that this Interrogatory requests specific information regarding the content or transmission of the notices for the sale, the Notices of Delinquent Assessment Lien, Notices of Default, and the Notice of Trustee’s Sale did not state what interest was being sold at the time of the sale; the evidence of mailing of the above documents does not illustrate that the documents were served upon the Defendant’s resident agent, but only upon the address present for correspondences from the borrower.

DATED this ____ day of _____, 2016.

/s/Ryan O’Malley
BUCKLEY MADOLE, P.C.
Ryan O’Malley, Esq.
State Bar No. 12461
ryan.omalley@buckleymadole.com
1635 Village Center Circle, Suite 130
Las Vegas, NV 89134
Attorneys for Green Tree Servicing, LLC

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VERIFICATION

I have read the foregoing Responses, which are based on a diligent and reasonable effort by me to obtain information currently available. I reserve the right to make changes in or additions to any of these answers if it appears at any time that errors or omissions have been made or if more accurate or complete information becomes available. Subject to these limitations, these Responses are true to the best of my present knowledge, information, and belief.

Subscribed and sworn to under the pains and penalties of perjury this 13th day of June, 2016.

Executed on _____.

Ditech Financial LLC, *aka* Green Tree
Servicing LLC



Name Veronica Tobar

Authorized Signer **Title** Director

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CERTIFICATE OF SERVICE

Pursuant to F.R.C.P. 5(b) and Electronic Filing Procedure IV(B), I certify that on the
16 day of June, 2016, a true and correct copy of the attached **RESPONSES**
TO INTERROGATORIES was transmitted electronically through the Court's e-filing
electronic notice system to the attorney(s) associated with this case. If electronic notice is not
indicated through the court's e-filing system, then a true and correct paper copy of the foregoing
document was delivered by U.S. Mail.

Michael F. Bohn, Esq.
Bohn Law Offices
376 East Warm Springs Road, Suite 140
Las Vegas, NV 89119
Attorney for Plaintiff

/s/Ryan O'Malley
Ryan O'Malley
An employee of Buckley Madole, P.C.

EXHIBIT 2

1 Lindsey H. Morales, Esq.
State Bar No. 11519
2 McCALLA RAYMER LEIBERT PIERCE, LLC
1635 Village Center Circle, Suite 130
3 Las Vegas, Nevada 89134
4 Telephone: (702) 425-7267
Facsimile: (702) 444-3103
5 *Attorney for Green Tree Servicing, LLC*

6 **UNITED STATES DISTRICT COURT**
7 **CLARK COUNTY, NEVADA**

8 SATICOY BAY LLC SERIES 452 CROCUS
9 HILL,

10 Plaintiff,

11 vs.

12 GREEN TREE SERVICING, LLC, a
13 Delaware limited liability company;
14 QUALITY LOAN SERVICE
CORPORATION, a California corporation;

15 Defendants.

16 GREEN TREE SERVICING, LLC,

17 Counter-claimant,

18 vs.

19 SATICOY BAY LLC SERIES 452 CROCUS
20 HILL, a Nevada limited liability company;

21 Counter-defendant,

22 GREEN TREE SERVICING, LLC,

23 Third Party Plaintiff,

24 vs.

25 ASSESSMENT MANAGEMENT
SERVICES, INC., a Nevada Corporation;
26 SAN MARCOS AT SUMMERLIN
27 HOMEOWNERS ASSOCIATION, a Nevada
non-profit corporation,

28 Third Party Defendants.

CASE NO.: 2:15-cv-00977-RFB-CWH

DECLARATION OF GRAHAM BABIN

1 I, Graham Babin, declare as follows:

2 1. My name is Graham Babin. I have personal knowledge of and am competent to
3 testify as to the matters stated herein by virtue of my position as Assistant Vice President for
4 Federal National Mortgage Association (“Fannie Mae”), a corporation organized and existing
5 under the laws of the United States.

6 2. As Assistant Vice President for Fannie Mae, I am familiar with certain Fannie
7 Mae systems that contain data regarding mortgage loans acquired and owned by Fannie Mae. I
8 am also familiar with the Lender Letters and Selling and Servicing Guidelines applicable to
9 entities that service mortgage loans on behalf of Fannie Mae.

10 3. Attached hereto as Exhibit “A” are true and correct copies of printouts from
11 Fannie Mae's Servicer & Investor Reporting platform (“SIR”). SIR is an electronic system of
12 record that contains information regarding mortgage loans acquired and owned by Fannie Mae.
13 Entries in SIR are made at or near the time of the events recorded by, or from information
14 transmitted by, persons with knowledge. SIR is kept in the course of Fannie Mae's regularly
15 conducted business activity, and it is the regular practice of Fannie Mae to keep and maintain
16 information regarding mortgage loans owned by Fannie Mae. Exhibit “A” consists of records
17 that were made and kept by Fannie Mae in the course of its regularly conducted activities
18 pursuant to its regular business practice of creating such records. The printouts in Exhibit “A”
19 are Fannie Mae business records.

20 4. Exhibit “A” reflects that in October 2003, Fannie Mae acquired ownership of a
21 mortgage loan, which includes both the note and its associated deed of trust, secured by real
22 property located at 452 Crocus Hill Street, Las Vegas, NV 89138 (the “Loan”). Exhibit “A” also
23 reflects that Fannie Mae remains the owner of the Loan.

24 5. The first page of Exhibit “A” is a printout of the SIR “Acquisition” tab relating to
25 the Loan. The acquisition date referenced above is shown in the Acquisition tab.

26 6. The second page of Exhibit “A” is a printout of the SIR “Property” tab relating to
27 the Loan. The property address referenced above is shown in the Property tab.

28

1 7. Beginning at the third page of Exhibit “A” is the SIR Loan Activity History for
2 this Loan. The Loan Activity History reflects that Fannie Mae owned the Loan before and
3 during the month of October 2014 and remains the owner of the Loan. The Loan Activity
4 History shows that the Loan servicer reported certain information to Fannie Mae regarding the
5 Loan (such as the unpaid principal balance) on a monthly basis. This information was reported
6 to Fannie Mae because Fannie Mae owns this Loan. If Fannie Mae did not own this Loan, this
7 loan activity information would not have been reported to Fannie Mae.

8 8. Additionally, had Fannie Mae ceased to own this Loan (if, for example, the Loan
9 had been paid off, foreclosed, or sold to another entity), information reflecting that would appear
10 under the “Action Code – Action Description” column on the Loan Activity History. There is no
11 such liquidation information under the “Action Code – Action Description” column on the
12 attached Loan Activity History, which means that the Loan is still owned by Fannie Mae as of
13 the last reporting shown in Exhibit “A.”

14 9. The final page of Exhibit “A” is a printout of entries in the SIR Servicing Transfer
15 Request Detail showing that the rights to service the Loan for Fannie Mae were transferred from
16 Bank of America, N.A. (“BANA”) to Ditech Financial LLC (“Ditech”) on or about May 31,
17 2013. SIR reflects that Ditech was the servicer of the Loan for Fannie Mae in October 2014.

18 10. The banner appearing above the Acquisition Tab, Property Tab, and Loan
19 Activity History reflects that the current servicer of the Loan for Fannie Mae is Ditech.

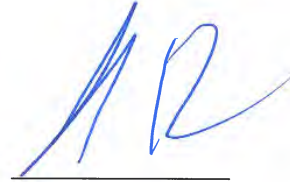
20 11. The Fannie Mae Single-Family Selling and Servicing Guides (“Guides”) are
21 publicly accessible documents which serve as central documents governing the contractual
22 relationship between Fannie Mae and its loan sellers and servicers nationwide, including BANA
23 and Ditech. A true and correct copy of the current Guides and archived prior versions of the
24 Guides can be found at <https://www.fanniemae.com/content/guide/selling/index.html> and
25 <https://www.fanniemae.com/content/guide/servicing/index.html>. Prior versions of the Guides
26 are available at that URL by clicking “Show All” in the left hand column of those sites.

27 12. True and correct copies of applicable Selling and Servicing Guide sections are
28 attached here to as Exhibit “B.”

1 13. A true and correct copy of Fannie Mae Lender Letter LL-2015-04 dated
2 September 16, 2015 is attached as Exhibit "C" and is publicly accessible at
3 <https://www.fanniemae.com/content/announcement/111504.pdf>.

4 Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the foregoing is true
5 and correct.

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8 Executed on November 1, 2018.



Graham Babin, AVP

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EXHIBIT A

Loan Detail

Servicer Name Ditech Financial LLC **Fannie Mae Loan No.** 1693325524 **Converted Loan** Yes [Loan Activity History](#)
Servicer No. 261840154 **Servicer Loan No.** 38043295 **Pool No.** [Comments](#)

Select one of the following... submit

- General Loan
- Origination
- Acquisition
- Property
- Feature
- Loan Balance
- Schedule
- ARM Feature
- Cash Flow
- Mortgage Insurance
- Rate & Payment
- Pool

Acquisition Snapshot | Pricing

Seller No	127810176	Seller Name	Bank of America N A
Acquisition Date	10/01/2003	Seller Loan No.	
LPI Date	10/01/2003	Actual UPB	\$296,376.95
Interest Rate	5.8750%	P&I Amt	\$1,756.77
LPTR	5.5000%	Acquisition LTV Ratio	95.0000%
Excess Yield Rate	0.0000%	GFee Rate After Buyup/Buydown	0.1060%
GFee Rate after APM	0.1060%	Contract GFee Rate	0.1400%
Scheduled LPI	10/01/2003	Scheduled UPB	\$296,376.95
Acquisition Loan Margin		Next Interest Rate Adj Date	
Next P&I Adj Date		Remaining Term	357
Acquisition Maturity Date	08/01/2033	Periods Delinquent	
No. Days Delinquent		Skipped Payment No.	
Payee ID		Submission Type Code	Whole First Mortgage
Doc Custodian Code	Document Custodian	Home Improvement Product Type	
Original Purchase Discount Book Amount	\$0.00	Original Purchase Discount Tax Amount	\$0.00
Original Other Yield Adjustment Book Amount	\$0.00	Purchase Deduction Tax Amort Method	
Purchase Premium Tax Amort Method		Purchase Premium Book Amort Method	
Other Yield Adjustment Tax Amort Method		Financial Index Rate	
Extensions Exercised at Acquisitions		Acquisition Amortization Term	360
Price Required Net Yield Rate	0.0000%		

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Loan Detail

Service Name Diech Financial LLC **Fannie Mae Loan No.** 1690325524 **Converted Loan** Yes [Loan Activity History](#)
Service No. 261840154 **Service Loan No.** 38043295 **Pool No.** [Comments](#)

Select one of the following...

General Loan	Origination	Acquisition	Property	Feature	Loan Balance	Schedule	ARM Feature	Cash Flow	Mortgage Insurance	Rate & Payment	Pool
Property Street Address	452 CROCUS HILL STREET		City							LAS VEGAS	
Postal Code	89138		State							NV	
Year Built			Occupancy							Principal Residence	
Appraisal Type			Original Appraised Amount								
Purchase Price			Project Classification							Type F - New Planned Unit Development	
Project Total Units	1		Category Type								
Flood Insurance Required	No		Appraisal Date								
Original Appraised Value											
▼ Dwelling Units Expand Section All/ Collapse Section All											

Select one of the following...

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Loan Transaction History - Loan Activity History

Servicer Name: Diech Financial LLC
 Servicer No.: 261840154
 Fannie Mae Loan No.: 1693325524
 Servicer Loan No.: 38043295
 Converted Loan: Yes
 Pool No.:

Records	Found: 118	Current Set: 118	Show: 10	Per Page	Pages: 1, 2, 3, 4, 5 Next >	Reversal Transaction ID	Effective Date	Process Date	Activity Period	Reported LPIB (\$)	Interest Difference (\$)	Action Code - Action Description	Action Date
<input type="text" value="Filter"/>													
5208495618			10/01/2018	10/20/2018	10/31/2018				10/31/2018	\$278,949.15	\$0.00	0 - No Servicer Action Taken	10/19/2018
5159057204			09/01/2018	09/21/2018	09/30/2018				09/30/2018	\$278,949.15	\$0.00	0 - No Servicer Action Taken	09/20/2018
5105207163			08/01/2018	08/21/2018	08/31/2018				08/31/2018	\$278,949.15	\$0.00	0 - No Servicer Action Taken	08/20/2018
5056237904			07/01/2018	07/20/2018	07/31/2018				07/31/2018	\$278,949.15	\$0.00	0 - No Servicer Action Taken	07/19/2018
5004425987			06/01/2018	06/21/2018	06/30/2018				06/30/2018	\$278,949.15	\$0.00	0 - No Servicer Action Taken	06/20/2018
4956598733			05/01/2018	05/19/2018	05/31/2018				05/31/2018	\$278,949.15	\$0.00	0 - No Servicer Action Taken	05/18/2018
4908718442			04/01/2018	04/20/2018	04/30/2018				04/30/2018	\$278,949.15	\$0.00	0 - No Servicer Action Taken	04/19/2018
4858798952			03/01/2018	03/21/2018	03/31/2018				03/31/2018	\$278,949.15	\$0.00	0 - No Servicer Action Taken	03/20/2018
4810522310			02/01/2018	02/21/2018	02/28/2018				02/28/2018	\$278,949.15	\$0.00	0 - No Servicer Action Taken	02/20/2018
4781646950			01/01/2018	01/20/2018	01/31/2018				01/31/2018	\$278,949.15	\$0.00	0 - No Servicer Action Taken	01/19/2018

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Loan Transaction History - Loan Activity History

Service Name: Dtech Financial LLC **Fannie Mae Loan No.:** 1693325524 **Converted Loan:** Yes
Service No.: 261840154 **Service Loan No.:** 38043295 **Pool No.:**

Records	Found: 118	Current Set: 118	Show: 10	Per Page	Pages: < Prev. 1 2 3 4 5 Next >	Interest Difference (\$)	Action Code	Action Description	Action Date
Transaction ID	Reversal Transaction ID	Effective Date	Report Date	Activity Period	Reported UPB (\$)	Interest Difference (\$)	Action Code	Action Description	Action Date
4712291060		12/01/2017	12/21/2017	12/31/2017	\$278,948.15	\$0.00	0	No Servicer Action Taken	12/20/2017
4654337500		11/01/2017	11/21/2017	11/30/2017	\$278,948.15	\$0.00	0	No Servicer Action Taken	11/20/2017
4611624067		10/01/2017	10/20/2017	10/31/2017	\$278,948.15	\$0.00	0	No Servicer Action Taken	10/19/2017
4562886724		09/01/2017	09/21/2017	09/30/2017	\$278,948.15	\$0.00	0	No Servicer Action Taken	09/20/2017
4512760685		08/01/2017	08/19/2017	08/31/2017	\$278,948.15	\$0.00	0	No Servicer Action Taken	08/18/2017
4484379961		07/01/2017	07/21/2017	07/31/2017	\$278,948.15	\$0.00	0	No Servicer Action Taken	07/20/2017
4412820139		06/01/2017	06/21/2017	06/30/2017	\$278,948.15	\$0.00	0	No Servicer Action Taken	06/20/2017
4364892361		05/01/2017	05/20/2017	05/31/2017	\$278,948.15	\$0.00	0	No Servicer Action Taken	05/19/2017
43157689250		04/01/2017	04/21/2017	04/30/2017	\$278,948.15	\$0.00	0	No Servicer Action Taken	04/20/2017
4261102652		03/01/2017	03/21/2017	03/31/2017	\$278,948.15	\$0.00	0	No Servicer Action Taken	03/20/2017

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Loan Transaction History - Loan Activity History

Servicer Name: Diech Financial LLC Fannie Mae Loan No.: 1693325524 Converted Loan: Yes
 Servicer No.: 261840154 Servicer Loan No.: 36043295 Pool No.:

Records	Found 118	Current Set 118	Show 10	Per Page	Pages 4 Prev 1 2 3 4 5 Next >	Transaction ID	Reversal Transaction ID	Effective Date	Process Date	Activity Period	Reported UFB (\$)	Interest Difference (\$)	Action Code - Action Description	Action Date
						4271003118		02/01/2017	02/21/2017	02/28/2017	\$278,949.15	\$0.00	0 - No Servicer Action Taken	02/20/2017
						4165019357		01/01/2017	02/01/2017	01/31/2017	\$278,949.15	\$0.00		
						4134611526		12/01/2016	01/03/2017	12/31/2016	\$278,949.15	\$0.00		
						4100562588		11/01/2016	12/01/2016	11/30/2016	\$278,949.15	\$0.00		
						4063872441		10/01/2016	11/01/2016	10/31/2016	\$278,949.15	\$0.00		
						4023868488		09/01/2016	10/03/2016	09/30/2016	\$278,949.15	\$0.00		
						3991533353		08/01/2016	09/01/2016	08/31/2016	\$278,949.15	\$0.00		
						3956103315		07/01/2016	08/01/2016	07/31/2016	\$278,949.15	\$0.00		
						3917056763		06/01/2016	07/01/2016	06/30/2016	\$278,949.15	\$0.00		
						3883670638		05/01/2016	06/01/2016	05/31/2016	\$278,949.15	\$0.00		

Loan Transaction History - Loan Activity History

Servicer Name: Dtech Financial LLC
 Servicer No.: 281840154
 Fannie Mae Loan No.: 169325524
 Servicer Loan No.: 38043295
 Converted Loan: Yes
 Pool No.:

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Records Found: 118 Current Set: 118 Show: 10 Per Page: Pages: 4 of Prev 2 3 4 5 6 Next >

Transaction ID	Reversal Transaction ID	Effective Date	Process Date	Activity Period	Reported UPR (\$)	Interest Difference (\$)	Action Code	Action Description	Action Date
364511989		04/01/2016	05/02/2016	04/30/2016	\$278,949.15	\$0.00			
3900261734		03/01/2016	04/01/2016	03/31/2016	\$278,949.15	\$0.00			
3711627153		02/01/2016	03/01/2016	02/29/2016	\$278,965.00	\$0.00			
3733321203		01/01/2016	02/01/2016	01/31/2016	\$278,973.19	\$0.00			
3695955472		12/01/2015	01/04/2016	12/31/2015	\$278,981.38	\$0.00			
3663300649		11/01/2015	12/01/2015	11/30/2015	\$278,989.30	\$0.00			
3626124317		10/01/2015	11/02/2015	10/31/2015	\$278,997.49	\$0.00			
3589526512		09/01/2015	10/01/2015	09/30/2015	\$279,005.41	\$0.00			
3555764356		08/01/2015	09/01/2015	08/31/2015	\$279,013.60	\$0.00			
3518687046		07/01/2015	08/03/2015	07/31/2015	\$279,021.79	\$0.00			

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Loan Transaction History - Loan Activity History

Servicer Name: Ditech Financial LLC
 Servicer No.: 261840154
 Fannie Mae Loan No.: 169325524
 Servicer Loan No.: 38043295
 Converted Loan: Yes
 Pool No.:

Records Found: 118 | Current Set: 118 | Show: 10 | Per Page: | Pages: 67 | < Prev 3 | 5 | 7 | Next >

Transaction ID	Reversal Transaction ID	Effective Date	Process Date	Activity Period	Reported URB (\$)	Interest Difference (\$)	Action Code	Action Description	Action Date
3422885949		06/01/2015	07/01/2015	06/30/2015	\$279,029.71	\$0.00			
3445542950		05/01/2015	06/01/2015	05/31/2015	\$279,037.90	\$0.00			
3407497574		04/01/2015	05/01/2015	04/30/2015	\$279,045.82	\$0.00			
3370948687		03/01/2015	04/02/2015	03/31/2015	\$279,054.01	\$0.00			
3324607417		02/01/2015	03/02/2015	02/28/2015	\$279,061.41	\$0.00			
3292984146		01/01/2015	02/02/2015	01/31/2015	\$279,069.60	\$0.00			
3259226693		12/01/2014	01/02/2015	12/31/2014	\$279,077.79	\$0.00			
3222468839		11/01/2014	12/01/2014	11/30/2014	\$279,085.71	\$0.00			
3197098175		10/01/2014	11/03/2014	10/31/2014	\$279,093.90	\$0.00			
3149853535		09/01/2014	10/01/2014	09/30/2014	\$279,101.82	\$0.00			

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Loan Transaction History - Loan Activity History

Servicer Name: Diech Financial LLC
 Servicer No.: 261840154
 Fannie Mae Loan No.: 1693325524
 Servicer Loan No.: 38043295
 Converted Loan: Yes
 Pool No.:

Records	Found: 118	Current Set: 118	Show: 10	Per Page	Pages: 4 Prev 4 5 6 7 8 Next >	Activity Period	Reported URB (\$)	Interest Difference (\$)	Action Code - Action Description	Action Date
<input type="button" value="Filter"/>	Transaction ID	Reversal Transaction ID	Effective Date	Process Date						
	3116922163		08/01/2014	08/03/2014	08/31/2014	\$279,110.01	\$0.00			
	3060446126		07/01/2014	08/04/2014	07/31/2014	\$279,118.20	\$0.00			
	3039194882		06/01/2014	07/02/2014	06/30/2014	\$279,126.12	\$0.00			
	2994673866		05/01/2014	06/02/2014	05/31/2014	\$279,134.31	\$0.00			
	2962448291		04/01/2014	05/01/2014	04/30/2014	\$279,142.23	\$0.00			
	2925138740		03/01/2014	04/01/2014	03/31/2014	\$279,155.44	\$0.00			
	2890251013		02/01/2014	03/03/2014	02/28/2014	\$279,155.44	\$0.00			
	2851569748		01/01/2014	02/03/2014	01/31/2014	\$279,155.44	\$0.00			
	2810117289		12/01/2013	01/02/2014	12/31/2013	\$279,155.44	\$0.00			
	2773079105		11/01/2013	12/02/2013	11/30/2013	\$279,155.44	\$0.00			

Loan Transaction History - Loan Activity History

Service Name Ditech Financial LLC **Fannie Mae Loan No.** 1693325524 **Converted Loan** Yes
Service No. 261840154 **Service Loan No.** 38043295 **Pool No.**

Records	Found 118	Current Set 118	Show 10	Per Page	Pages 6 Prev 5 8 Next 10	Interest Difference (\$)	Action Code	Action Description	Action Date
Transaction ID	Reversal Transaction ID	Effective Date	Process Date	Activity Period	Reported UPB (\$)	Interest Difference (\$)	Action Code	Action Description	Action Date
2742411148		10/01/2013	11/01/2013	10/31/2013	\$279,155.44	\$0.00			
2708766491		06/01/2013	10/02/2013	09/30/2013	\$279,155.44	\$0.00			
2651660395		06/01/2013	09/03/2013	08/31/2013	\$279,155.44	\$0.00			
2655474725		07/01/2013	09/02/2013	07/31/2013	\$279,155.44	\$0.00			
2584156751		06/01/2013	07/01/2013	06/30/2013	\$279,155.44	\$0.00			
2561170025		04/01/2013	05/02/2013	05/31/2013	\$279,155.44	\$0.00			
2521929804		04/01/2013	05/02/2013	04/30/2013	\$279,155.44	\$0.00			
2463498031		02/01/2013	04/02/2013	03/31/2013	\$279,155.44	\$0.00			
2446523720		02/01/2013	03/04/2013	02/28/2013	\$279,155.44	\$0.00			
2407985232		01/01/2013	02/04/2013	01/31/2013	\$279,155.44	\$0.00			

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Loan Transaction History - Loan Activity History

Servicer Name Diech Financial LLC **Fannie Mae Loan No.** 1693325524 **Converted Loan** Yes
Servicer No. 261840154 **Servicer Loan No.** 38043295 **Pool No.**

Records	Found 118	Current Set: 118	Show	10	Per Page	Pages	« Prev	6	7	8	9	Next »
Transaction ID	Reversal Transaction ID	Effective Date	Bucket Date	Activity Period	Reported LPR (\$)	Interest Difference (\$)	Action Code	Action Description	Action Date			
2366432029		12/01/2012	01/03/2013	12/31/2012	\$279,155.44	\$0.00						
2331546870		11/01/2012	12/04/2012	11/30/2012	\$279,155.44	\$0.00						
2392405432		10/01/2012	11/02/2012	10/31/2012	\$279,155.44	\$0.00						
2263355854		09/01/2012	10/02/2012	09/30/2012	\$279,155.44	\$0.00						
2215425620		08/01/2012	09/05/2012	08/31/2012	\$279,155.44	\$0.00						
2177157389		07/01/2012	08/02/2012	07/31/2012	\$279,155.44	\$0.00						
21393008343		06/01/2012	07/03/2012	06/30/2012	\$279,155.44	\$0.00						
21009999584		05/01/2012	06/04/2012	05/31/2012	\$279,155.44	\$0.00						
2063086826		04/01/2012	05/02/2012	04/30/2012	\$279,155.44	\$0.00						
2025202989		03/01/2012	04/03/2012	03/31/2012	\$279,155.44	\$0.00						

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Business Functions Tools Search

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Loan Transaction History - Loan Activity History

Servicer Name: Diech Financial LLC
 Servicer No.: 261840154
 Fannie Mae Loan No.: 169325524
 Servicer Loan No.: 38043295
 Converted Loan: Yes
 Pool No.:

Records	Found: 118	Current Set: 118	Show: 10	Per Page	Pages: 9 10 11 Next >	Activity Period	Reported UPB (\$)	Interest Difference (\$)	Action Code - Action Description	Action Date
Transaction ID	Reversal Transaction ID	Effective Date	Process Date	Process Date	Process Date	Activity Period	Reported UPB (\$)	Interest Difference (\$)	Action Code - Action Description	Action Date
1066396725		02/01/2012	03/02/2012	02/29/2012	02/29/2012	02/29/2012	\$279,155.44	\$0.00		
1048604720		01/01/2012	02/02/2012	01/31/2012	01/31/2012	01/31/2012	\$279,155.44	\$0.00		
1910240953		12/01/2011	01/04/2012	12/31/2011	12/31/2011	12/31/2011	\$279,155.44	\$0.00		
1872033955		11/01/2011	12/02/2011	11/30/2011	11/30/2011	11/30/2011	\$279,155.44	\$0.00		
1634096770		10/01/2011	11/02/2011	10/31/2011	10/31/2011	10/31/2011	\$279,155.44	\$0.00		
1795995818		09/01/2011	10/04/2011	09/30/2011	09/30/2011	09/30/2011	\$279,155.44	\$0.00		
1757089934		08/01/2011	09/02/2011	08/31/2011	08/31/2011	08/31/2011	\$279,155.44	\$0.00		
1719274016		07/01/2011	08/02/2011	07/31/2011	07/31/2011	07/31/2011	\$279,155.44	\$0.00		
1690690439		06/01/2011	07/05/2011	06/30/2011	06/30/2011	06/30/2011	\$279,155.44	\$0.00		
1641500425		05/01/2011	06/02/2011	05/31/2011	05/31/2011	05/31/2011	\$279,155.44	\$0.00		

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Loan Transaction History - Loan Activity History

Service Name Diech Financial LLC **Fannie Mae Loan No.** 1693325524 **Converted Loan** Yes
Service No. 261840154 **Service Loan No.** 36043285 **Pool No.**

Records	Found: 118	Current Set: 118	Show: 10	Per Page	Pages: 10	Activity Period	Reported IPR (\$)	Interest Difference (\$)	Action Code - Action Description	Action Date
Transaction ID	Reversal Transaction ID	Effective Date	Process Date	Per Page	Pages	Activity Period	Reported IPR (\$)	Interest Difference (\$)	Action Code - Action Description	Action Date
1603714149		04/01/2011	05/03/2011			04/30/2011	\$279,155.44	\$0.00		
1565673093		03/01/2011	04/04/2011			03/31/2011	\$279,155.44	\$0.00		
1527165295		02/01/2011	03/02/2011			02/28/2011	\$279,155.44	\$0.00		
1488849070		01/01/2011	02/02/2011			01/31/2011	\$279,155.44	\$0.00		
1449717522		12/01/2010	01/04/2011			12/31/2010	\$279,155.44	\$0.00		
1409668141		11/01/2010	12/02/2010			11/30/2010	\$279,155.44	\$0.00		
1369606211		10/01/2010	11/02/2010			10/31/2010	\$279,155.44	\$0.00		
1329488555		09/01/2010	10/02/2010			09/30/2010	\$279,155.44	\$0.00		
1291731925		08/01/2010	09/02/2010			08/31/2010	\$279,155.44	\$0.00		
1252472649		07/01/2010	08/03/2010			07/31/2010	\$279,155.44	\$0.00		

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Loan Transaction History - Loan Activity History

Service Name Diech Financial LLC **Fannie Mae Loan No.** 169326524 **Converted Loan** Yes
Service No. 261640154 **Service Loan No.** 36043295 **Pool No.**

Records	Found: 118	Current Set: 118	Show: 10	Per Page	Pages: 8 Prev 9 10 11 12 Next »	Activity Period	Reported UPB (\$)	Interest Difference (\$)	Action Code - Action Description	Action Date	OT
Transaction ID	Reversal Transaction ID	Effective Date	Process Date								
1212985632		06/01/2010	07/02/2010		06/30/2010	\$278,155.44	\$0.00				
1174005108		05/01/2010	06/02/2010		05/31/2010	\$278,155.44	\$0.00				
1134824222		04/01/2010	05/04/2010		04/30/2010	\$278,155.44	\$0.00				
1092830393		03/01/2010	04/02/2010		03/31/2010	\$278,155.44	\$0.00				
1054727408		02/01/2010	03/02/2010		02/28/2010	\$278,155.44	\$0.00				
1015904710		01/01/2010	02/02/2010		01/31/2010	\$278,155.44	\$0.00				
977163007		12/01/2009	01/05/2010		12/31/2009	\$278,155.44	\$0.00				
937786982		11/01/2009	12/02/2009		11/30/2009	\$278,155.44	\$0.00				
895854532		10/01/2009	11/03/2009		10/31/2009	\$278,155.44	\$0.00				
857034518		09/01/2009	10/02/2009		09/30/2009	\$278,155.44	\$0.00				

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Loan Transaction History - Loan Activity History

Servicer Name: Dtech Financial LLC
 Servicer No.: 261840154
 Fannie Mae Loan No.: 169325524
 Servicer Loan No.: 38043295
 Converted Loan Pool No.: Yes

Records	Found	Current Set	Show	Per Page	Pages	Activity Period	Reported LPIE (\$)	Interest Difference (\$)	Action Code - Action Description	Action Date
Filter	118	118	10	10	8	09/02/2009 - 01/31/2009	\$279,155.44	\$0.00		
	817273578					08/02/2009 ; 08/31/2009	\$279,155.44	\$0.00		
	728556505					07/01/2009 ; 07/31/2009	\$279,155.44	\$0.00		
	739057651					07/02/2009 ; 08/30/2009	\$279,155.44	\$0.00		
	689165287					06/01/2009 ; 05/31/2009	\$279,155.44	\$0.00		
	654746090					04/01/2009 ; 04/30/2009	\$279,155.44	\$0.00		
	620337355					03/01/2009 ; 03/31/2009	\$279,155.44	\$0.00		
	581112150					02/01/2009 ; 02/28/2009	\$279,155.44	\$0.00		
	552807078					01/01/2009 ; 01/31/2009	\$279,155.44	\$0.00		

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[Return To Previous Page](#)

Servicing Transfer Request (STR) Detail

The total number of loans found exceeds the maximum number that can be displayed.

Transferor No	24873	Transferor	Bank of America, N.A.	Transferee	Ditech Financial LLC
STR No.	1975975	Transferor Contact Name		Transferee Contact Name	
STR Status	Completed	Transferor Contact No.		Transferee Contact No.	
STR Type	Inter-Servicer	Audit Trail		Activity Checks	
Effective Date	05/31/2013	No. of Loans Approved	0	No. of Loans Transferred	15439
No. of Loans to Transfer	15439	UPB	\$0.00	UPB	\$2,456,854,366.90
Delinquency Ratio	4.017.0996%	Delinquency Ratio	0.0000%	Delinquency Ratio	4.017.0996%
No. of Loans Passed Validation	15439				
No. of Loans Failed Validation	0				

[View All Loans](#)

* = required fields

EXHIBIT B

Chapter A2-1, Contractual Obligations for Sellers/Servicers

Contractual Obligations for Sellers/Servicers

Introduction

This chapter explains the basic legal relationship between a seller, servicer, or seller/servicer and Fannie Mae.

In This Chapter

This chapter contains information on the following subjects:

A2-1-01, Contractual Obligations for Sellers/Servicers (09/04/2018)	7
A2-1-02, Nature of Mortgage Transaction (02/27/2018)	11
A2-1-03, Indemnification for Losses (08/29/2017)	12

A2-1-01, Contractual Obligations for Sellers/Servicers (09/04/2018)

Introduction

This topic describes some of the seller’s, servicer’s and seller/servicer’s contractual arrangements, including:

- [Role of MSSC](#)
- [Special Seller/Servicer Approval and MSSC Addendum](#)
- [Lender Contract: Integration and Non-Divisibility](#)
- [Amendments to the Guides](#)
- [General Contract Terms](#)

Role of MSSC

After Fannie Mae approves a seller or servicer or seller/servicer, both parties execute the *Mortgage Selling and Servicing Contract* (MSSC) and any other relevant agreements. The continuation of that relationship depends on both parties honoring the mutual promises in the Lender Contract.

The MSSC establishes the basic legal relationship between a seller, servicer or seller/servicer and Fannie Mae and

- establishes the entity as an approved seller of mortgages and participation interests or an approved servicer of mortgages or both; and
- incorporates by reference the *Selling Guide*, the *Servicing Guide*, the *Requirements for Document Custodians*, Software Subscription Agreement, Manuals, Announcements, Lender Letters, Release Notes, Notices, directives and other documents which may be incorporated by reference into the Guides, all as amended or supplemented from time to time.

Special Seller/Servicer Approval and MSSC Addendum

Certain mortgage loan types require special approval. The following special approvals will be documented by an addendum to the *Mortgage Selling and Servicing Contract* (MSSC) between Fannie Mae and the seller/servicer:

- co-op share loans,
- second mortgages,
- HomeStyle Renovation mortgages, and
- electronic mortgages (eMortgages).

Sellers/servicers may request approval to deliver these loans through their Fannie Mae customer account team. Sellers/servicers may not deliver these loan types unless they obtain the applicable special approval and execute any additional agreements required by Fannie Mae. Sellers/servicers that apply for special approval to deliver HomeStyle Renovation mortgages must also complete a *Special Lender Approval Form* ([Form 1000A](#)).

Fannie Mae reserves the right to cease approving sellers/servicers for or accepting deliveries of any or all of the mortgage loan types listed above from any or all sellers/servicers. The decision to no longer accept deliveries may result in an amendment to, or the termination of, the special approval. Fannie Mae will provide the affected seller/servicer with reasonable notice of this decision. If the decision affects a seller/servicer's ability to fulfill any required mandatory delivery amount under its Master Agreement, Fannie Mae will consider alternatives through which the seller/servicer can fulfill its delivery obligation.

For a discussion of mortgage loan types that require special customized/negotiated terms in a Master Agreement, see [A2-4-01, Master Agreement Overview \(10/31/2017\)](#). For additional information on lender contracts, refer to [E-1-04, List of Lender Contracts \(12/06/2016\)](#).

Lender Contract: Integration and Non-Divisibility

The MSSC and all of the documents referenced above, together with any other agreements with Fannie Mae that provide for additional obligations to Fannie Mae, such as commitments, master agreements, technology agreements, and collateral agreements, are together referred to as the "**Lender Contract**" and form a single, integrated contract.

A servicer or seller/servicer's benefits and obligations to service loans under the Lender Contract are integrated and cannot be separated from the seller's or seller/servicer's benefits and obligations to sell loans under the Lender Contract.

Fannie Mae relies on this integration and non-divisibility in entering into, and continuing to be bound by, the Lender Contract and in consenting to a servicing transfer.

Amendments to the Guides

All of Fannie Mae’s communications (Guides, Manuals, Announcements, Lender Letters, Release Notes, and Notices and directives) are incorporated into the Guides by reference, and are effective on the dates specified in such documents. Certain information and requirements posted on Fannie Mae’s website are also incorporated by reference into the Guides.

Fannie Mae transmits communications to sellers, servicers and seller/servicers by posting them on Fannie Mae’s corporate website (or other websites as Fannie Mae may establish in the future). Fannie Mae also publishes some communications (for convenience) via AllRegs.

General Contract Terms

The following table describes some general contract terms.

GENERAL CONTRACT TERMS	
Topic	Description
Joint and Several Responsibility	<p>Unless Fannie Mae otherwise agrees in writing, upon the transfer of servicing loans:</p> <ul style="list-style-type: none"> the transferor and transferee are jointly and severally responsible for all selling representations, warranties, and obligations related to the transferred loans, including those that arise before delivery of the loans to Fannie Mae; and the transferee is jointly and severally responsible for all servicing obligations and liabilities of the transferor, including those that arise before delivery of the loans to Fannie Mae.
Terminology and General Conventions	<ul style="list-style-type: none"> While the term “lender” is generally used throughout the <i>Selling Guide</i> to refer to the entity responsible for all aspects of the origination and delivery of loans to Fannie Mae and if applicable, the servicing of loans, the terms “seller”, “servicer”, “lender”, and “seller/servicer” are all used in the Guides in different contexts. The particular term used should not be viewed as an exclusion of an entity’s responsibilities in connection with a loan. The “responsible party” means a seller, servicer, or other entity(ies) that is responsible for the selling representations and warranties or for the servicing responsibilities and liabilities on a loan.
Glossary of Defined Terms	A glossary of defined terms is included in the Guides.
Independent Contractor	The servicer services Fannie Mae loans as an independent contractor and not as an agent, assignee, or representative of Fannie Mae.

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GENERAL CONTRACT TERMS	
Topic	Description
Assignment	<p>A seller, servicer or seller/servicer may not, without Fannie Mae's prior written consent, assign:</p> <ul style="list-style-type: none"> the Lender Contract, or any component of the Lender Contract such as master agreements, whole loan or MBS commitments or contracts, under any circumstances; or its responsibility for servicing individual mortgages Fannie Mae owns or have a participation interest, except in accordance with the Guides. <p>Fannie Mae may assign its participation interest in any mortgage and all rights in the mortgages owned under the Lender Contract or any other instruments.</p>
No Third Party Beneficiaries	<p>No borrower or other third party is a third party beneficiary of the Lender Contract or obtains any rights through the Lender Contract or any of our seller, servicer or seller/servicer communications.</p>
Construction	<ul style="list-style-type: none"> The term "including" and similar words means "including, without limitation". Headings and captions are for convenience only. If any provision of the Lender Contract is held invalid, the enforceability of all remaining provisions are not affected, and the Lender Contract will be interpreted as if the invalid provision were not contained in the Lender Contract.
Notice of Termination	<p>Any notice of termination of the Lender Contract or any component must be in writing and delivered by hand, electronic mail (with electronic confirmation of delivery), overnight express or similar service (fees prepaid), or first-class United States registered or certified mail with return receipt requested (postage prepaid), to the applicable party at its address specified in the MSSC (which may be changed by written notice).</p>
Governing Law	<p>New York state law without regard to its conflict of law rules.</p>

Related Announcements

The table below provides references to the Announcements that have been issued that are related to this topic.

Announcement	Issue Date
Announcement SEL-2018-07	September 04, 2018
Announcement SEL-2017-07	August 29, 2017
Announcement SEL-2013-03	April 9, 2013
Announcement 09-06	March 23, 2009

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Announcement	Issue Date
Announcement 08-23	September 16, 2008

A2-1-02, Nature of Mortgage Transaction (02/27/2018)

Introduction

This topic contains information on mortgage transaction requirements.

- [Delivery Methods](#)
- [True Sale](#)

Delivery Methods

Sellers may sell loans to Fannie Mae using either of the two following delivery methods.

- As **whole loans** - the seller sells the loans to Fannie Mae and receives cash proceeds in the amount of the purchase price, with the loans to be retained by Fannie Mae in its portfolio or to be included later in MBS pools formed by Fannie Mae.
- As **MBS loans** - the seller sells the loans which are conveyed to an MBS trust under the terms of the Fannie Mae MBS program and the seller (or its designee) receives mortgage pass-through certificates representing interests in the loans as the purchase price for the loans.

The term “delivery” refers to the delivery of whole loans to Fannie Mae and into MBS pools. In cases where specific requirements apply to one type of transaction, the delivery method is specified. The term “loan” means “mortgage loan” and includes participation interests in loans unless specified otherwise. The glossary defines terms used in connection with Fannie Mae requirements in the *Selling Guide*.

True Sale

Both Fannie Mae and the seller intend that every sale of loans to be the seller’s true, absolute, and unconditional sale to Fannie Mae of the loans. However, if a court or other appropriate forum holds the loans are still the seller’s property, then Fannie Mae and the seller intend that the transaction be deemed to be:

- a pledge by the seller to secure a debt or other obligation owed to Fannie Mae for all related loans, and
- a grant by the seller to Fannie Mae of a first priority perfected security interest in the loans.

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A2-5.1-01, Establishing Loan Files (12/19/2017)

Introduction

This topic contains information on loan files, including:

- [Establishing the Loan File](#)
- [Establishing the Loan File for Manufactured Homes](#)
- [Additional Information for the Loan File](#)

Establishing the Loan File

The seller must establish the individual mortgage loan file “loan file” when it originates a loan and clearly identifies each file with Fannie Mae’s loan number (and Fannie Mae’s participation and participation percentage interest and MBS pool number, if applicable). The loan file consists of the loan origination file, the loan custodial file, and the loan servicing file held by the seller, servicer, or a prior servicer arising from or related to the origination, sale, securitization, or servicing of a loan or acquired property, as applicable. The loan file includes all records needed to service the loan and support the validity of the loan, and must be readily accessible in connection with the servicing of the loan.

The loan origination file consists of the following:

- all documents, records and reports used to support the underwriting decision required by the Lender Contract;
- any documentation required by Fannie Mae or by law relating to the loan arising from or related to the origination, closing, sale, securitization, or delivery of a loan; and
- documents that are required as part of the post-closing mortgage loan file documentation requirements in the *Selling Guide*.

The following tables describe the documents included in the loan origination file and whether an original or a copy is required.

✓	Original Documents
	any unrecorded documents changing the terms of the note
	the assignment to MERS®, if the loan is registered with MERS and MERS is not named as nominee for the beneficiary, and the copies of all required intervening assignments

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✓	Document Copies
	the recorded mortgage or deed or trust, any applicable recorded rider or recorded modification or any other recorded document affecting Fannie Mae's right under the mortgage with the recording information from the recorder's office
	the Participation Certificate, if applicable
	the related Schedule of Mortgages if an MBS loan
	the note and any related addenda
	unrecorded assignments to Fannie Mae (or the recorded assignment, when applicable) and all required intervening assignments
	FHA mortgage insurance certificate, VA loan guaranty certificate, RD loan note guarantee certificate, HUD Indian loan guarantee certificate, or conventional mortgage insurance certificate, if applicable
	underwriting documents, including any DU reports
	property appraisal and inspection orders and reports
	title policy, property insurance policy, flood insurance policy (if required) and any other documents that might be of interest to a prospective purchaser or servicer of the loan or might be required to support title or insurance claims at some future date (for example, FEMA's flood hazard determination form, title evidence, or survey)
	final settlement statement evidencing all settlement costs paid by the borrower and seller (if applicable), <ul style="list-style-type: none"> • the final version of the Closing Disclosure does not have to be signed by the borrower and seller although lenders may obtain signatures, which Fannie Mae supports as a best practice; • if there are separate Closing Disclosures for the borrower and seller, the copies of the final version of each must be kept in the mortgage loan file.
	any other documents, records, and reports not specified above that are part of the loan origination file

Establishing the Loan File for Manufactured Homes

Servicers that have collateral documents for manufactured home loans with application dates prior to August 24, 2003 must retain all such documents, but they are not required to obtain these documents if they do not already have possession of them.

For a manufactured home with an application date on or after August 24, 2003, collateral documents include the following:

✓	Manufactured Home Collateral Documents
	documentation (if available) indicating that no certificate of title (or similar ownership document) was ever issued in states where a manufactured home can become real property without first being titled as personal property;

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✓	Manufactured Home Collateral Documents
	documentation evidencing surrender or retirement in states where the certificate of title (or similar ownership document) can be surrendered or retired when the home becomes real property;
	the certificate of title (or similar ownership document) if it has been or cannot be surrendered;
	any UCC financing statement (or similar notice of lien) that was filed pursuant to applicable law; and
	a security agreement that creates a lien on the manufactured home in addition to the loan or deed of trust.

In order to be prepared to meet special servicing and default management requirements for loans secured by manufactured homes, the servicer must ensure that all loans secured by manufactured homes are identified on their internal systems. If it comes to the attention of the servicer that it is servicing a loan secured by a manufactured home that was delivered to Fannie Mae without notation of Special Feature Code 235 (which is required to identify that property type), the servicer must initiate a post-purchase adjustment. See Fannie Mae's [website](#) for additional information.

Additional Information for the Loan File

The seller/servicer must use the loan origination file to accumulate other pertinent servicing and liquidation information, including, the following:

- property inspection reports,
- copies of delinquency repayment plans,
- copies of disclosures of ARM loan interest rate and payment changes,
- documents related to insurance loss settlements, and
- foreclosure notices.

The loan custodial file consists of the custodial documents and all documents, books, records, and reports, in any format, required to be retained by the document custodian pursuant to the *Servicing Guide* or other Fannie Mae requirements.

The loan servicing file (including the file maintained with respect to an acquired property) consists of all documents, books, records, reports, and payment and escrow histories, in any format, arising from or related to the servicing of the mortgage loan or acquired property by the current servicer or any prior servicer. This includes those required at any time by the Lender Contract or an insurer and documents and records set forth in the *Servicing Guide*. The loan servicing file must also include copies of all documents or records that are used to evaluate a borrower and the property condition when determining the eligibility for a workout option.

Related Announcements

The table below provides references to the Announcements that have been issued that are related to this topic.

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 Subpart A2, Lender Contract
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Announcement	Issue Date
Announcement SEL-2017-10	December 19, 2017
Announcement SEL-2013-03	April 9, 2013

A2-5.1-02, Ownership and Retention of Loan Files and Records (12/19/2017)

Introduction

This topic contains information on individual mortgage loan files, including:

- [Ownership of the Loan File](#)
- [General Requirements for Records](#)
- [Record Retention Requirements](#)

Ownership of the Loan File

All records related to loans (including all data and materials representing, based on, or compiled from such records) sold to or serviced for Fannie Mae are Fannie Mae’s property and any other owner of a participation interest in the loan regardless of their physical form or characteristics or whether they are developed or originated by the loan seller, servicer, or others.

Each of the loan originator, seller, servicer, and any service bureau or any other party providing services in connection with selling or servicing a Fannie Mae loan:

- has no right to possess these documents and records except under the conditions specified by Fannie Mae, and
- must hold these documents solely for the benefit of Fannie Mae.

The servicer must use the loan origination file to accumulate other pertinent servicing and liquidation information.

If the seller does not service the loan, it must transfer the loan file to the servicer. The servicer must document in the servicing loan file its compliance with all Fannie Mae policies and procedures, including timelines that are required by the *Servicing Guide*. The servicer and the responsible party must keep all of the individual loan records and all servicing records for the time it serviced the loan.

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General Requirements for Records

The seller/servicer must:

- maintain the accounting records relating to loans in accordance with sound and generally accepted accounting principles;
- ensure that the records meet Fannie Mae's requirements;
- ensure the accuracy, security, confidentiality, integrity, completeness and legibility of the individual loan file;
- protect against any anticipated threats or hazards to the security or integrity of files and records;
- protect against unauthorized access to or use of files and records and is responsible for requiring, by contract, that any subservicers or other third parties that access mortgage files and records also implement these measures;
- periodically review changes in technology to make sure that all records continue to be obtainable and readable in the future.

The following table describes Fannie Mae's general rights related to its audit of records.

GENERAL REQUIREMENTS FOR AUDITS OF RECORDS	
Topic	Description
Right to Audit	Fannie Mae may examine and audit, at any reasonable time, all loan records and other information that Fannie Mae considers necessary to ensure that the seller/servicer is complying with Fannie Mae requirements.

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GENERAL REQUIREMENTS FOR AUDITS OF RECORDS	
Topic	Description
Delivery of Records	<ul style="list-style-type: none"> • When Fannie Mae sends a written request to a seller/servicer to examine mortgage records, the seller/servicer must deliver all records to Fannie Mae or to whomever Fannie Mae designates within the time frame specified by Fannie Mae. • Fannie Mae will not execute any trust receipts for documents it requests and will not pay for their delivery. If the seller/servicer is retaining any of the records in a format other than paper, the seller/servicer must reproduce them at its own expense. • If Fannie Mae has only a participation interest in a loan, Fannie Mae will provide proof of its ownership interest upon request. • If the seller/servicer is unable to respond to Fannie Mae's request to produce records in a timely manner, the seller/servicer must provide a reasonable explanation for its failure to produce the records and, if appropriate, offer evidence that it has satisfied any requirement about which Fannie Mae is concerned. • The seller/servicer is responsible for all Fannie Mae Losses incurred by Fannie Mae in enforcing its right of access to the records, unless it is determined that Fannie Mae had no legal right of access.
Audit Activities	<p>Fannie Mae's examination and audit of the seller/servicer's records may consist of</p> <ul style="list-style-type: none"> • monitoring all monthly accounting reports submitted to Fannie Mae; • conducting periodic procedural reviews during visits to the seller/servicer's office or the document custodian's place of business; • conducting in-depth audits of the seller/servicer's internal records and operating procedures; and • performing spot-check reviews of loans in the seller/servicer's portfolio on a random sample basis.

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Record Retention Requirements

The following table describes the record retention requirements for certain types of records.

RECORD RETENTION REQUIREMENTS	
Type of Record	Requirements
Loan payment records	<p>The servicer must maintain permanent mortgage account records for each loan it services for Fannie Mae. The records must be identified by Fannie Mae's loan number (and any related participation certificate or MBS pool number) in addition to any other identification the servicer uses. The servicer may develop its own system for maintaining these records, as long as it can produce an account transcript within a reasonable time after it is requested.</p> <p>The servicer's accounting system must be able to produce detailed information for the following:</p> <ul style="list-style-type: none"> • all transactions that affect the loan balance, • the financial status of the loan, and • any overdrafts in the escrow account.
Accounting reports	Unless instructed otherwise, the servicer may destroy any accounting reports 18 months after such reports are filed with Fannie Mae.
<i>Annual Statement of Eligibility for Document Custodians (Form 2001)</i>	A servicer that is also a Fannie Mae document custodian must maintain a copy of Form 2001 for seven years at all locations that are covered by the completed form and ensure that they are available for on-site reviews.
Records related to HAMP	<p>The servicer must retain:</p> <ul style="list-style-type: none"> • all documents and information evidencing the complete evaluation of a borrower for HAMP for seven years after document collection or four years after loan liquidation, whichever is later; and • all data, books, reports, documents, audit logs, and records, related to HAMP, and a copy of all computer systems and application software necessary to review and analyze any electronic records for at least four years, or for such longer period as may be required by applicable law.

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RECORD RETENTION REQUIREMENTS	
Type of Record	Requirements
Records related to 2MP	<p>The servicer must retain:</p> <ul style="list-style-type: none"> all documents and information evidencing compliance with our requirements when evaluating a borrower for 2MP, for seven years after document collection or for four years after loan liquidation, whichever is later; all documents and information related to the monthly payments during and after any trial period, as well as incentive payment calculation and such other required documents; and detailed records to document the reason(s) for any trial loan modification failure.
Records related to bankruptcy or foreclosure proceedings	<ul style="list-style-type: none"> The servicer must retain all of the documents required to be included in the individual loan file and must ensure that they are readily accessible if needed in any bankruptcy or foreclosure proceeding, or for any other purpose in connection with the servicing of the loan. The servicer may hold copies if originals are not required, while originals have been sent for filing but have not yet been returned, or while the originals are otherwise temporarily out of the seller/servicer's possession.
Expense reimbursement claims	The servicer must retain in the loan servicing file all supporting documentation for all requests for expense reimbursement.
Liquidation records	After a loan is liquidated, the servicer must keep the individual loan records for at least four years, unless the local jurisdiction requires longer retention or Fannie Mae specifies that the records must be retained for a longer period.
Records related to repurchase or reimbursement	If a loan or property is repurchased or a make whole payment remitted, the responsible party must keep the individual loan records for at least four years from loan liquidation unless applicable law requires longer retention or Fannie Mae specifies that the records must be retained for a longer period.

Note: The time frame from loan liquidation is measured from the date of the loan payoff or the date that any applicable claim proceeds are received, whichever is later.

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For eMortgages, the seller/servicer must follow the record retention requirements for the type of record described in the table immediately above, if applicable, and the requirements for storing mortgage loan files and records as described in [A2-5.1-03, Electronic Records, Signatures, and Transactions \(10/31/2017\)](#)

Related Announcements

The table below provides references to the Announcements that have been issued that are related to this topic.

Announcement	Issue Date
Announcement SEL-2017-10	December 19, 2017
Announcement SEL-2017-05	May 30, 2017
Announcement SEL-2015-09	August 25, 2015
Announcement SEL-2015-07	June 30, 2015
Announcement SEL-2012-13	November 13, 2012
Announcement SEL-2011-04	May 24, 2011
Announcement SEL-2010-10	August 12, 2010
Announcement 09-19	June 8, 2009

A2-5.1-03, Electronic Records, Signatures, and Transactions (10/31/2017)

Introduction

This topic contains information on electronic records, including:

- [Electronic Records](#)
- [Electronic Signatures](#)
- [Electronic Notarizations](#)
- [Electronic Transactions with Fannie Mae](#)
- [Electronic Transactions with Third Parties](#)

Announcements	Issue Date
Announcement SVC-2017-07	August 16, 2017
Announcement SVC-2016-04	May 11, 2016

A1-1-03, Evaluating a Servicer’s Performance (11/25/2015)

Introduction

This topic contains the following:

- [Performance Management Framework Overview](#)
- [Servicing Performance Categories](#)
- [Evaluating Performance](#)
- [Implementing Performance Improvement Plans](#)

Performance Management Framework Overview

In order to determine the servicer’s compliance with its servicing duties under the Lender Contract, Fannie Mae measures the servicer’s performance utilizing various performance metrics, which may include servicer reviews and the STAR™ Program for those servicers (also refers to a subservicer if there is a subservicing arrangement) which Fannie Mae has identified for inclusion in the Program.

Servicers selected to participate in the STAR Program will receive written notification from Fannie Mae prior to being added into the program.

The STAR Program is one of Fannie Mae’s performance management frameworks designed to determine the servicer’s overall performance based on operational assessments and scorecards. The STAR Reference Guide serves as implementation guidance for servicers. The STAR Reference Guide is located on Fannie Mae’s website on the STAR Program page and is incorporated herein by reference. Fannie Mae may change the STAR Reference Guide from time to time.

Servicing Performance Categories

Operational assessments and servicer reviews measure the servicer’s performance based on key criteria in certain servicer performance categories, which may include, but are not limited to the following:

- customer service;

-
- escrow administration;
 - property, flood, and MI;
 - collections;
 - loss mitigation;
 - investor relations/reporting;
 - mortgage loan payment processing;
 - bankruptcy, foreclosure, and REO management;
 - data integrity;
 - delinquency and annual financial and management reporting;
 - document custody and record retention;
 - remitting; and
 - accounting and reporting.

Fannie Mae reserves the right, from time to time, to

- amend the performance criteria,
- modify how the results are determined, and
- revise the content of the performance metrics.

Fannie Mae may also communicate individual performance targets which may not be included in the STAR Program operational assessments and scorecards. Fannie Mae must regularly monitor each servicer's performance.

Evaluating Performance

Fannie Mae considers many factors when it evaluates whether the servicer's overall performance is acceptable, including, without limitation, the following:

- trends in performance,
- adequacy of staffing,
- compliance reviews and audits,
- STAR Program results,
- mortgage loan file reviews,
- timeliness of its payment obligations, and
- overall compliance with the requirements of the Lender Contract.

Unacceptable performance, including unacceptable STAR Program results, may result in a performance improvement plan. Fannie Mae reserves the right to terminate the servicer's Lender Contract in whole or in part, including its selling and/or servicing arrangement at any time with or without cause, in accordance with the Lender Contract.

Implementing Performance Improvement Plans

Fannie Mae expects all servicers to service all mortgage loans in full compliance with the Lender Contract. The servicer's performance may be measured by Fannie Mae through any number of servicing quality and compliance reviews, including the STAR Program, servicer reviews, as well as, timely payment of its obligations, compliance with the *Servicing Guide*, and other key performance metrics.

Servicers with unacceptable performance may be subject to a performance improvement plan issued by Fannie Mae.

Performance improvement plans may require the servicer to take actions and/or meet targets within defined time frames in order to remedy servicing deficiencies, which may include one or more of the following areas:

- customer service;
- escrow administration;
- property, flood, and MI;
- collections;
- loss mitigation;
- investor relations/reporting;
- mortgage payment processing, remitting, accounting and reporting;
- bankruptcy, foreclosure and REO management;
- data integrity;
- delinquency and annual financial and management reporting; and
- document custody and record retention.

The failure of the servicer to meet the terms of its performance improvement plan, including any timeline requirements for the performance improvement, constitutes a breach of the Lender Contract and may result in Fannie Mae terminating the servicer's selling and/or servicing approvals in whole or in part or taking other appropriate actions under its Lender Contract.

Related Announcements

The following table provides references to Announcements that are related to this topic.

Announcements	Issue Date
Announcement SVC-2015-14	November 25, 2015

A2-1-03, Execution of Legal Documents (11/12/2014)

Introduction

The servicer ordinarily appears in the land records as the mortgagee to facilitate performance of the servicer's contractual responsibilities, including, but not limited to, the receipt of legal notices that may impact Fannie Mae's lien, such as notices of foreclosure, tax, and other liens. However, Fannie Mae may take any and all action with respect to the mortgage loan it deems necessary to protect its or an MBS trust's ownership of the mortgage loan, including recording an assignment of mortgage, or its legal equivalent, from the servicer to Fannie Mae or its designee. In the event that Fannie Mae determines it necessary to record such an instrument, the servicer must assist Fannie Mae by

- preparing and recording any required documentation, such as assignments of mortgages, powers of attorney, or affidavits; and
- providing recordation information for the affected mortgage loans.

The servicer must follow the procedures in [F-1-10, Obtaining and Executing Legal Documents \(05/10/2017\)](#) when sending documents for Fannie Mae's execution.

The servicer is authorized to execute legal documents related to payoffs, foreclosures, releases of liability, releases of security, mortgage loan modifications, subordinations, assignments of mortgages, and conveyances (or reconveyances) for any mortgage loan for which it (or MERS®) is the owner of record. When an instrument of record requires the use of an address for Fannie Mae, including assignments of mortgages, foreclosure deeds, REO deeds, and lien releases, the servicer must follow the procedures in *Fannie Mae Contacts for Document Execution Requests* in [F-1-10, Obtaining and Executing Legal Documents \(05/10/2017\)](#) to locate the appropriate address.

This topic contains the following:

- [Fannie Mae's Limited Power of Attorney to Execute Documents](#)
- [Correcting Conveyances to Fannie Mae](#)

Fannie Mae's Limited Power of Attorney to Execute Documents

When Fannie Mae is the owner of record for a mortgage loan, it permits the servicer that has Fannie Mae's LPOA to execute certain types of legal documents on Fannie Mae's behalf. The servicer must have an LPOA in place to be authorized to execute the following legal documents on behalf of Fannie Mae:

- full satisfaction or release of a mortgage or the request to a trustee for a full reconveyance of a deed of trust;
- partial release or discharge of a mortgage or the request to a trustee for a partial reconveyance or discharge of a deed of trust;
- modification or extension of a mortgage or deed of trust;
- subordination of the lien of a mortgage or deed of trust;

- completion, termination, cancellation, or rescission of foreclosure relating to a mortgage or deed of trust, including, but not limited to, the following actions:
 - the appointment of a successor or substitute trustee under a deed of trust, in accordance with state law and the deed of trust;
 - the issuance or cancellation or rescission of notices of default;
 - the cancellation or rescission of notices of sale; and
 - the issuance of such other documents as may be necessary under the terms of the mortgage, deed of trust, or state law to expeditiously complete said transactions, including, but not limited to, assignments or endorsements of mortgages, deeds of trust, or promissory notes to convey title from Fannie Mae to the Attorney-in-Fact under this LPOA;
- conveyance of properties to FHA, HUD, the VA, RD, or a state or private mortgage insurer; and
- assignments or endorsements of mortgages, deeds of trust, or promissory notes to FHA, HUD, VA, RD, a state or private mortgage insurer, or MERS.

To request an LPOA, the servicer must follow the procedures in *Requesting a Limited Power of Attorney* in [F-1-10, Obtaining and Executing Legal Documents \(05/10/2017\)](#).

If the servicer does not have an LPOA to execute documents on Fannie Mae's behalf, or has a power of attorney that does not authorize it to execute documents for a specific type of transaction, the servicer must send the documents requiring execution in any instance in which Fannie Mae is the owner of record for the mortgage loan by email, when permitted. If, however, an original document must be executed by Fannie Mae, the servicer must send the document by regular or overnight mail. The servicer must follow the procedures in *Fannie Mae Contacts for Document Execution Requests* in [F-1-10, Obtaining and Executing Legal Documents \(05/10/2017\)](#) for instructions in sending documents to Fannie Mae.

Correcting Conveyances to Fannie Mae

The servicer must execute a quitclaim deed for properties that have been conveyed in error to Fannie Mae. The servicer must follow all procedures in [F-1-10, Obtaining and Executing Legal Documents \(05/10/2017\)](#) when preparing the reconveyance quitclaim deed. A quitclaim deed is an instrument of conveyance of real property that passes whatever title, claim, or interest that the grantor has in the property, but does not make any representations as to the validity of such title. A quitclaim deed is not a guarantee that the grantor has clear title to the property; rather it is a relinquishment of the grantor's rights, if any, in the property. The holder of a quitclaim deed receives only the interest owned by the person conveying the deed.

Fannie Mae will execute the quitclaim deed only if the servicer has prepared the document to quitclaim or assign back to the previous grantor or assignor. The servicer must send the request for quitclaim deed execution to Fannie Mae as described in *Submitting a Reconveyance Quitclaim Deed* in [F-1-10, Obtaining and Executing Legal Documents \(05/10/2017\)](#).

A2-1-04, Note Holder Status for Legal Proceedings Conducted in the Servicer's Name (06/21/2017)

Introduction

Fannie Mae is at all times the owner of the mortgage note, whether the mortgage loan is in Fannie Mae's portfolio or part of the MBS pool. In addition, Fannie Mae at all times has possession of and is the holder of the mortgage note, whether Fannie Mae has direct possession of the note or a custodian has custody of the note, except in the limited circumstances expressly described in this topic.

This topic contains the following:

- [Temporary Possession by the Servicer](#)
- [Physical Possession of the Note by the Servicer](#)
- [Reversion of Possession to Fannie Mae](#)

Temporary Possession by the Servicer

In order to ensure that a servicer is able to perform the services and duties incident to the servicing of the mortgage loan, Fannie Mae temporarily gives the servicer possession of the mortgage note whenever the servicer, acting in its own name, represents the interests of Fannie Mae in foreclosure actions, bankruptcy cases, probate proceedings, or other legal proceedings.

This temporary transfer of possession occurs automatically and immediately upon the commencement of the servicer's representation, in its name, of Fannie Mae's interests in the foreclosure, bankruptcy, probate, or other legal proceeding.

When Fannie Mae transfers possession, if the note is held by a document custodian on Fannie Mae's behalf, the custodian has possession of the note on behalf of the servicer so that the servicer has constructive possession of the note and the servicer shall be the holder of the note and is authorized and entitled to enforce the note in the name of the servicer for Fannie Mae's benefit.

If the servicer determines based on state law that it needs to be the holder of an eNote prior to representing the interests of Fannie Mae in a foreclosure, bankruptcy, or other legal proceeding, the servicer must follow the procedures in *Foreclosure, Bankruptcy and Other Legal Proceedings* in [F-1-29, Servicing eMortgages \(10/19/2016\)](#) to request a transfer in control and location from Fannie Mae.

Physical Possession of the Note by the Servicer

In most cases, the servicer will have a copy of the mortgage note. If the servicer determines that it needs physical possession of the original mortgage note to represent the interests of Fannie Mae in a foreclosure, bankruptcy, probate, or other legal proceeding, the servicer may obtain physical possession of the original mortgage note by submitting a request directly to the document custodian.

If Fannie Mae possesses the original note through a third-party document custodian that has custody of the note, the servicer must submit a *Request for Release/Return of Documents* ([Form 2009](#)) to Fannie Mae's custodian to obtain the note and any other custodial documents that are needed.

In either case, the servicer must specify whether the original note is required or whether the request is for a copy.

For eMortgages, if the eNote is not acceptable in its electronic form for a foreclosure, bankruptcy, or other legal proceeding, the servicer is authorized to use a printed Authoritative Copy of the eNote for the legal proceeding or action.

Reversion of Possession to Fannie Mae

At the conclusion of the servicer's representation of Fannie Mae's interests in the foreclosure, bankruptcy, probate, or other legal proceeding, or upon the servicer ceasing to service the loan for any reason, possession automatically reverts to Fannie Mae, and Fannie Mae resumes being the holder for itself, just as it was before the foreclosure, bankruptcy, probate, or other legal proceeding. If the servicer has obtained physical possession of the original note, it must be returned to Fannie Mae or the document custodian, as applicable.

Related Announcements

The following table provides references to Announcements that are related to this topic.

Announcements	Issue Date
Announcement SVC-2017-05	June 21, 2017
Announcement SVC-2016-09	October 19, 2016

A2-1-05, Use of Fannie Mae Trademarks (08/16/2017)

Introduction

For a list of trademarks currently used by Fannie Mae and requirements on how to refer to them, see Selling Guide A2-6-01, Fannie Mae and Trademarks and [Fannie Mae's website](#).

Related Announcements

The following table provides references to Announcements that are related to this topic.

Announcement	Date
Announcement SVC-2017-07	August 16, 2017

Chapter A2-4, Fannie Mae's Quality Control Review

Fannie Mae's Quality Control Review

Introduction

This chapter contains information on Fannie Mae's quality control review.

In This Chapter

This chapter contains the following topic:

[A2-4-01, Quality Control Reviews \(08/17/2016\)](#) 94

A2-4-01, Quality Control Reviews (08/17/2016)

Introduction

Fannie Mae may review mortgage loans it has purchased or securitized (including those with early payment defaults, those that have been foreclosed, as well as any other mortgage loan) to ensure that its underwriting, eligibility, and servicing requirements have been met.

When Fannie Mae's quality assurance risk assessment identifies a mortgage loan as having a higher degree of risk, Fannie Mae may perform a post-foreclosure full file QC review to evaluate the seller/servicer's initial underwriting of the mortgage loan and, if applicable, the actions the seller/servicer took in servicing the mortgage loan. In such cases, Fannie Mae will notify the seller/servicer about the type of review Fannie Mae will perform and the scope of the review.

This topic contains the following:

- [Notification of a Quality Control Review](#)
- [Timely Delivery of Individual Mortgage Loan Files](#)
- [Document Submission Requirements](#)
- [Fannie Mae's Quality Control Review](#)
- [Requirements Specific for Servicing Quality Control Reviews](#)
- [Fannie Mae Quality Control Report](#)

- [Appeal of Fannie Mae QC Review Decisions](#)
- [Servicing Review File Requirements](#)
- [Underwriting or Servicing Reviews of Acquired Properties](#)

Notification of a Quality Control Review

The seller/servicer is notified which mortgage loans Fannie Mae has selected for review via written or electronic notification. Electronic notification will be delivered via QAS if the seller/servicer has signed up for it.

Timely Delivery of Individual Mortgage Loan Files

The seller/servicer must send the requested documentation for an underwriting or servicing review so that Fannie Mae receives the review file within 30 days after Fannie Mae notifies the seller/servicer that it has selected a mortgage loan for review. Fannie Mae, in its sole discretion, may request the documentation in a shorter or longer period of time based upon circumstances at the time.

Fannie Mae will make every effort to work with the seller/servicer when extenuating circumstances prevent it from delivering documentation in a timely manner. However, if a seller/servicer delays in providing the requested information, Fannie Mae, in its sole discretion, reserves the right to require indemnification, repurchase (depending on the circumstances of the individual case) of these mortgage loans, or other alternatives. When a seller/servicer has a pattern of extensive delays or unresponsiveness, Fannie Mae may consider this a breach of contract and consider other actions against the seller/servicer, up to and including termination.

Document Submission Requirements

The seller and servicer must maintain a complete individual mortgage loan file and be able to produce copies of the complete individual mortgage loan file upon Fannie Mae's request. The servicing review file must include supporting documents for all *requests for expense reimbursement* it has submitted or intends to submit to Fannie Mae (for example, vendor invoices and third-party invoices from the vendor rendering services), in addition to other servicing and liquidation information such as

- property inspection reports,
- copies of delinquency repayment plans,
- copies of disclosures of ARM loan interest rate and payment changes,
- documents related to insurance loss settlements, and
- foreclosure records, as stated in the *Servicing Guide*.

In all instances, the servicer must document its compliance with all Fannie Mae policies and procedures, including, but not limited to, timelines that are required by the *Servicing Guide*. The servicer must maintain in the individual mortgage loan file all documents and system records that preserve Fannie Mae's ownership interest in the individual mortgage loan.

The seller/servicer must package the requested documentation requested by Fannie Mae. When Fannie Mae requests both a mortgage loan origination and a mortgage loan servicing file, the seller/servicer may package the material as a single file

(with the origination and servicing documentation separated and clearly labeled within the file) or as two separate files that are packaged together (with one file identified as the "origination" file and the other identified as the "servicing" file).

The complete mortgage loan file must include clear copies of any required paper documents, not the originals. Paper documents must be sent in a manila folder, with the credit and property documents on the right side and the legal documents on the left side.

If the seller/servicer keeps its files electronically, Fannie Mae must be able to reproduce the documents required in a manner in terms of cost and time frames acceptable to Fannie Mae.

If the seller/servicer wishes to submit files in a form other than paper, it must contact the Fannie Mae's LQC File Receipt and Assignment team (see [F-4-03, List of Contacts \(09/18/2018\)](#)) to ensure that the requested form is compatible with the LQC's systems and processes. The requested files must be sent to Fannie Mae's LQC File Receipt and Assignment team (see [F-4-03, List of Contacts \(09/18/2018\)](#)).

Fannie Mae's Quality Control Review

Fannie Mae has QC policies and procedures in place for its review of performing and non-performing mortgage loans. Fannie Mae uses a statistically valid approach in selecting a random sample of new mortgage loan deliveries for review. The random sample is augmented with targeted, discretionary sampling, which aids in the measurement of the overall quality of mortgage loan deliveries. The QC process evaluates individual mortgage loan files on a comprehensive basis with the primary focus of confirming that mortgage loans meet Fannie Mae's underwriting and eligibility requirements. Fannie Mae will continue to review any servicing files requested with the primary focus of confirming that the mortgage loan has been serviced in accordance with the Lender Contract.

The QC process also provides the seller/servicer with data and feedback about the quality of its mortgage loan origination process. The goal is to engage the seller/servicer in frequent, meaningful exchanges of information about trends in the quality of delivered mortgage loans and to inform the seller/servicer about significant underwriting deficiencies identified through the QC review process. Together, Fannie Mae and its sellers/servicers should share a commitment to improving the quality of mortgage loan originations. Fannie Mae requires that the seller/servicer implement and enforce strong underwriting processes and, if necessary, will work with the seller/servicer to develop action plans to improve origination quality.

Fannie Mae's QC policies are administered by its LQC. The selection process may change at any time to address concerns.

Requirements Specific for Servicing Quality Control Reviews

Fannie Mae will utilize delinquent mortgage loan status code data and other information collected from the servicer during other interactions to identify delays in the default management process. Fannie Mae may elect to perform a servicing review to further evaluate the actions the servicer took in servicing those mortgage loans.

Fannie Mae will notify the servicer of the intention to perform a desk review or an on-site review. The servicer must submit the requested documentation or make it available for an on-site review in the time frame specified in the notification. If the servicer fails to do so, Fannie Mae may exercise available remedies, including compensatory fees, without first reviewing the individual mortgage loan file. The list of documents that must be included in any servicing review file Fannie Mae request are outlined in *Servicing Review File Requirements*.

Fannie Mae will communicate any performance deficiencies noted to the servicer. Unless Fannie Mae elects to immediately terminate the servicer's right to service the mortgage loans, the servicer will be given an opportunity to explain any mitigating circumstances or factors that justify the servicing actions it took or did not take within the time frame specified by Fannie Mae in its communication of the performance deficiencies.

Fannie Mae's evaluation of the actions the servicer took in servicing the mortgage loan will focus primarily on determining whether the servicer took all of the appropriate steps to cure the delinquency or avoid foreclosure (through Fannie Mae's various relief provisions or foreclosure prevention alternatives) and, if a foreclosure could not be avoided, on confirming that the servicer completed the legal actions within Fannie Mae's required time frames.

For the most part, Fannie Mae will rely on various reports that are produced by its automated delinquency and foreclosure prevention management systems to evaluate the servicer's performance. However, when Fannie Mae's analysis of these reports indicates that there is a possibility that the servicer's delinquency management performance is poor or if Fannie Mae believes certain servicing files should be reviewed for other reasons, Fannie Mae may require the servicer to submit a servicing review file for a mortgage loan to Fannie Mae's SF CPM division (see [F-4-03, List of Contacts \(09/18/2018\)](#)).

If Fannie Mae identifies deficiencies in its evaluation of the servicing review file, it will communicate them to the servicer. The servicer, in most instances, will be given an opportunity to explain any mitigating circumstances or factors that justify the servicing actions it took (or did not take).

When the servicer's review identifies significant deficiencies, it may offer to purchase the property from Fannie Mae when it submits the complete individual mortgage loan file (rather than waiting for the results of Fannie Mae's review). Fannie Mae will entertain such offers—as long as they will make Fannie Mae whole and are permitted by the Trust Agreement, if applicable—since Fannie Mae would no longer have to be concerned about the property disposition process.

When Fannie Mae has received the origination and/or servicing review file, it will begin the process of reviewing the file(s) to determine whether the mortgage loan met Fannie Mae's origination, eligibility and/or servicing standards. If Fannie Mae concludes that a repurchase demand should be issued on a mortgage loan pursuant to the origination defect remedies framework, Fannie Mae generally will issue a request for repurchase (calling for the servicer to take title to the property and pay Fannie Mae for its full investment in it). Fannie Mae may, on occasion, give the servicer the option of having Fannie Mae dispose of the property (and agreeing to indemnify Fannie Mae for any loss Fannie Mae incurs in connection with the sale), or require the lender to fully reimburse Fannie Mae for its loss through a demand for a make whole payment in the event that Fannie Mae sells the property or accepts a purchase offer prior to notifying the servicer that the mortgage loan did not meet Fannie Mae's eligibility or underwriting requirements.

In the event the servicing defect identified by Fannie Mae also turns out to be a breach of any provision of any MI policy issued with respect to a mortgage loan, the seller/servicer is not released from any breach of the Lender Contract that may result if the MI company insuring the loan rescinds, cancels, denies, or curtails the MI benefit due to the same or similar acts or omissions that make up the defect.

Fannie Mae Quality Control Report

Fannie Mae provides the seller/servicer with ongoing feedback about their overall QC performance. The feedback identifies defect types, reporting on frequent or common defects, and describes quality trend analyses and significant underwriting deficiencies identified through the QC review process. This information is provided through a variety of methods that range from regular electronic transmissions to more formal periodic discussions.

When Fannie Mae identifies a defective mortgage loan, it may in its sole discretion, impose a condition to retaining the mortgage loan, such as requiring the seller/servicer to agree to an alternative remedy to repurchase. In some cases, as permitted by the Lender Contract, Fannie Mae will issue a repurchase or make whole payment request to the seller/servicer.

The *Servicing Guide* contains timelines by which the seller/servicer must pay Fannie Mae the funds that are due in connection with a demand for a servicing remedy in [A1-3-02, Fannie Mae-Initiated Repurchases, Indemnifications, Make Whole Payment Requests and Deferred Payment Obligations \(08/17/2016\)](#). If the seller/servicer delays in this or has a pattern of unresponsiveness, Fannie Mae may consider this an independent breach of contract and consider other actions against the seller/servicer, up to and including termination.

Certain servicing repurchase alternatives may be available only to certain seller/servicers that are in good standing with Fannie Mae. See *Servicer Responses to a Demand* in [A1-3-02, Fannie Mae-Initiated Repurchases, Indemnifications, Make Whole Payment Requests and Deferred Payment Obligations \(08/17/2016\)](#) for more information.

Appeal of Fannie Mae QC Review Decisions

Fannie Mae maintains processes for the seller/servicer to appeal a demand for a servicing remedy, including an IDR process, in certain instances. See the *Selling Guide* for more information on the origination defect remedies framework appeals process and *Servicer Responses to a Demand* in [A1-3-02, Fannie Mae-Initiated Repurchases, Indemnifications, Make Whole Payment Requests and Deferred Payment Obligations \(08/17/2016\)](#) for more information on the servicing defect remedies framework appeal and escalation processes. A demand for a repurchase servicing remedy or reimbursement may be rescinded or withdrawn because the seller/servicer provides documentation within the time period specified by Fannie Mae (when Fannie Mae determines that a breach of the Lender Contract may be corrected).

Servicing Review File Requirements

The following table provides a list of the documentation that must be included in the servicing review file.

✓	The servicer must include in the servicing review file...
	The collection history for the default that led to the foreclosure or mortgage release (including the reason for the default, delinquency notices sent, and copies of borrower's previous payment histories).
	A summary of all attempts to develop a workout plan or arrange a workout option, including evidence of any communication with Fannie Mae.
	A bankruptcy tracking log, or a separate report indicating the dates of any bankruptcy filings and the dates that any lifting of a bankruptcy stay was attempted and attained.
	The foreclosure tracking log, or a separate report indicating the date that the case was referred to the foreclosure attorney and the date of the foreclosure sale, as well as summarizing any communications with Fannie Mae about delays in the foreclosure process (including delays resulting from the presence of hazardous waste, natural disasters, massive layoffs, etc.) or departures from standard foreclosure procedures (such as using judicial foreclosure in a power of sale state).
	Any other type of information that is requested, given the type of review.

The outside of the servicing review file must clearly identify the case, as follows:

- servicing file for acquired property;
- mortgage remittance type (A/A, S/A, or S/S);
- servicing option (special or shared risk);
- Fannie Mae mortgage loan number;
- servicer mortgage loan number;
- borrower's name; and
- property address.

Underwriting or Servicing Reviews of Acquired Properties

When Fannie Mae receives an offer to purchase an acquired property that is also subject to an underwriting or servicing review, Fannie Mae may accept the purchase offer without first notifying the servicer, whether or not a final decision has been reached with respect to the review. If, after completion of the review, Fannie Mae determines that the mortgage loan did not meet its eligibility or underwriting requirements and Fannie Mae has incurred a loss by selling the property, the seller/servicer will be required to fully reimburse Fannie Mae for its loss.

Related Announcements

The following table provides references to Announcements that are related to this topic.

Announcements	Issue Date
<i>Announcement SVC-2016-07</i>	August 17, 2016
<i>Announcement SVC-2015-15</i>	December 16, 2015

Chapter A2-5, Individual Mortgage Loan Files and Records

Individual Mortgage Loan Files and Records

Introduction

This chapter contains information on resources for mortgage loan files and records, including electronic transactions.

In This Chapter

This chapter contains the following topics:

[A2-5-01, Ownership and Retention of Individual Mortgage Loan Files and Records \(12/13/2017\)](#) 100

A2-5-01, Ownership and Retention of Individual Mortgage Loan Files and Records (12/13/2017)

A2-5-01, Ownership and Retention of Individual Mortgage Loan Files and Records (12/13/2017)

See the *Selling Guide* Chapter A2-5: Individual Mortgage Loan Files and Records for the following requirements:

- *Selling Guide* A2-5.1-01, Establishing Loan Files for information on documentation requirements and managing the individual loan file.
- *Selling Guide* A2-5.1-02, Ownership and Retention of Loan Files and Records for information on records retention.
- *Selling Guide* A2-5.1-03, Electronic Records, Signatures, and Transactions for information related to maintaining electronic records and data integrity.

Part A, Doing Business with Fannie Mae
Subpart A2, Getting Started with Fannie Mae
Chapter A2-5, Individual Mortgage Loan Files and Records

09/18/2018

Related Announcements

The following table provides references to Announcements that are related to this topic.

Announcements	Issue Date
Announcement SVC-2017-11	December 13, 2017

Chapter A2-8, Mortgage Electronic Registration System

Mortgage Electronic Registration System

Introduction

This chapter contains information on the Mortgage Electronic Registration System.

In This Chapter

This chapter contains the following topic:

[A2-8-01, Mortgage Electronic Registration System \(11/12/2014\)](#) 126

A2-8-01, Mortgage Electronic Registration System (11/12/2014)

Introduction

MERS is an electronic system that assists in the tracking of mortgage loans, servicing rights, and security interests. To initiate the electronic tracking, the seller/servicer assigns a special MERS MIN to the mortgage loan, registers the mortgage loan in MERS and the either

- originates the mortgage loan with MERS appearing in the security instrument as nominee for the beneficiary and its successors and assigns, or
- records an assignment of the mortgage loan to MERS (thus making MERS the mortgagee of record).

This topic contains the following:

- [Registration of a Mortgage Loan to MERS](#)
- [Naming MERS as the Nominee for the Beneficiary in the Security Instrument](#)
- [Termination of the Use of MERS](#)

Registration of a Mortgage Loan to MERS

When a MERS-registered mortgage loan is delivered to Fannie Mae, the seller/servicer reports the MIN on the Loan Schedule (*FRM/GEM Loan Schedule (Form 1068)*) or *ARM/GPARM Loan Schedule (Form 1069)* or on the *Schedule of Mortgages (Form 2005)*

The following table outlines the steps that must be taken when a mortgage loan is registered with MERS.

If the mortgage loan is...	Then...
registered with MERS before Fannie Mae purchases it	Fannie Mae will notify MERS to ensure that its records are updated to reflect Fannie Mae's ownership interest in the mortgage loan.
not registered with MERS until after Fannie Mae purchases it	the seller/servicer must report Fannie Mae's ownership when it registers the mortgage loan.

If the seller/servicer encounters a situation where Fannie Mae is the owner of record for a mortgage loan because the original assignment of the mortgage loan to Fannie Mae was recorded in the public records, the seller/servicer must correct the error before it completes the MERS registration by

- preparing an assignment of the mortgage loan from Fannie Mae to MERS,
- sending the assignment to Fannie Mae for execution, and
- recording the assignment in the public records.

Naming MERS as the Nominee for the Beneficiary in the Security Instrument

MERS will have no beneficial interest in the mortgage loan, even if it is named as the nominee for the beneficiary in the security instrument. In addition, the failure of MERS to perform any obligation with respect to a MERS-registered mortgage loan does not relieve the seller/servicer from its responsibility for performing any obligation required by the terms of its Lender Contract.

The following table describes the requirements of the seller/servicer.

✓	The seller/servicer must...
	Accurately and timely prepare and record security instruments, assignments, lien releases, and other documents relating to MERS-registered mortgage loans.
	Take all reasonable steps to ensure that the information on MERS is updated and accurate at all times.
	Be solely responsible for any failure to comply with the provisions of the MERS Member Agreement, Rules, and Procedures and for any liability that it or Fannie Mae incurs as a result of the registration of mortgage loans with MERS or any specific MERS transaction.

Registration of Fannie Mae mortgage loans in MERS (as either assignee or the nominee of the original mortgagee) does not change the seller/servicer's responsibility for complying with all applicable provisions of

- the MSSC;
- Fannie Mae's Guides, as they may be amended from time to time;
- the seller/servicer's Master Agreement;
- any negotiated contract that it has with Fannie Mae, unless Fannie Mae specifies otherwise; or
- any other agreements that are part of the Lender Contract.

Termination of the Use of MERS

If the seller/servicer decides to discontinue the use of MERS, the seller/servicer must request from MERS that the mortgage loan be "deactivated" in MERS. MERS will notify Fannie Mae about the deactivation of any mortgage loan in which it has an interest.

If the seller/servicer's membership in MERS is terminated, the seller/servicer must promptly notify Fannie Mae.

For each MERS-registered mortgage loan that it is servicing for Fannie Mae, the seller/servicer must perform the functions outlined in the following table.

✓	The seller/servicer must...
	Prepare an assignment of the mortgage loan from MERS to itself.
	Have the assignment executed.
	Record the executed assignment in the public land records.
	Prepare in (recordable form) an unrecorded assignment of the mortgage loan from itself to Fannie Mae.
	Submit the original of that assignment to Fannie Mae's DDC or the applicable document custodian.

Part E, Default-Related Legal Services, Bankruptcy, Foreclosure Proceedings, and Acquired Properties
 Chapter E-1, Referring Default-Related Legal Matters and Non-Routine Litigation to Law Firms
 Section E-1.3, Handling Non-Routine Litigation

09/18/2018

Section E-1.3, Handling Non-Routine Litigation

E-1.3-01, General Servicer Responsibilities for Non-Routine Matters (11/12/2014)

“Non-routine” litigation generally consists of an action that, regardless of whether Fannie Mae is a party to the proceeding

- seeks monetary damages against Fannie Mae, its officers, directors, or employees;
- challenges the validity, priority, or enforceability of a Fannie Mae mortgage loan or seeks to impair Fannie Mae’s interest in an acquired property and the handling of which is not otherwise addressed in the *Servicing Guide*; or
- presents an issue that may pose a significant legal or reputational risk to Fannie Mae.

The following table describes the servicer’s responsibilities related to non-routine litigation.

✓	The servicer must...
	Appropriately handle legal matters affecting Fannie Mae mortgage loans.
	Notify Fannie Mae’s Legal department of any non-routine litigation by submitting a <i>Non-Routine Litigation Form</i> (Form 20). Note: Fannie Mae reserves the right to direct and control all litigation involving a Fannie Mae mortgage loan, and the servicer and any law firm handling the litigation must cooperate fully with Fannie Mae in the prosecution, defense, or handling of the matter.
	Obtain Fannie Mae’s prior written approval before either <ul style="list-style-type: none"> • removing a case to federal court based on Fannie Mae’s Charter, or • appealing or otherwise challenging judgment in any foreclosure or bankruptcy proceeding. Note: The servicer must also notify Fannie Mae’s Legal department by submitting Form 20 if a borrower files an appeal or seeks other post-judgment relief in a foreclosure or bankruptcy proceeding.
	Periodically update Fannie Mae on the progress of non-routine litigation as necessary and appropriate.

Part E, Default-Related Legal Services, Bankruptcy, Foreclosure Proceedings, and Acquired Properties
 Chapter E-1, Referring Default-Related Legal Matters and Non-Routine Litigation to Law Firms
 Section E-1.3, Handling Non-Routine Litigation

09/18/2018

✓	The servicer must...
	Provide Fannie Mae with sufficient opportunity in advance of any deadline or due date to review and comment upon proposed substantive pleadings, including: <ul style="list-style-type: none"> • motions, • responses, • replies, and • briefs.
	Notify retained counsel of its proposal to offer any mortgage loan modification and provide counsel with sufficient opportunity in advance of the solicitation to review and provide comments in connection with any solicitation materials. See also <i>Determining Eligibility for a Fannie Mae Flex Modification</i> in D2-3.2-09, Fannie Mae Flex Modification (09/18/2018) , and <i>Determining Eligibility for a Fannie Mae Cap and Extend Modification for Disaster Relief</i> in D2-3.2-07, Fannie Mae Cap and Extend Modification for Disaster Relief (09/18/2018) , for eligibility requirements.

Not all contested matters constitute non-routine litigation. The following represent examples that are considered routine litigation and need not be reported to Fannie Mae:

- a contested foreclosure action in which the borrower alleges a case-specific procedural or technical defect in the foreclosure, or
- a contested foreclosure action in which the borrower alleges a case specific payment application claim.

In contrast, a contested foreclosure or bankruptcy action in which a borrower challenges the servicer’s ability to conduct a foreclosure or seek relief from stay based on a legal argument that, if upheld, could have broader application to other Fannie Mae mortgage loans is non- routine litigation because of the potential for negative legal precedent to extend beyond the immediate case.

In order to assist the servicer in identifying non-routine litigation, the following table lists the categories of non-routine litigation and provides examples of matters that must be reported to Fannie Mae as non-routine litigation. Given the evolving nature of default-related litigation, it is not possible to provide an exhaustive list.

Non-Routine Category	Examples
Actions that seek monetary relief against Fannie Mae.	Any claim (including counterclaims, cross- claims, or third-party claims in foreclosure or bankruptcy actions) for damages against Fannie Mae or its officers, directors, or employees.

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Non-Routine Category	Examples
<p>Actions that challenge the validity, priority, or enforceability of a Fannie Mae mortgage loan or seek to impair Fannie Mae's interest in an acquired property.</p>	<p>An action seeking to demolish a property as a result of a code violation;</p> <p>An action seeking to avoid a lien based on a failure to comply with a law or regulation;</p> <p>An attempt by another lienholder to assert priority over Fannie Mae's lien or extinguish Fannie Mae's interests;</p> <p>A quiet title action seeking to declare Fannie Mae's lien void; or</p> <p>An attempt by a borrower to effect a cramdown of a mortgage loan in bankruptcy as to which Fannie Mae has not delegated authority to the servicer or law firm to address.</p>

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Non-Routine Category	Examples
<p>Actions that present an issue that may pose significant legal or reputational risk to Fannie Mae.</p>	<p>Any issue involving Fannie Mae's conservatorship, its conservator FHFA, Fannie Mae's status as a federal instrumentality, or an interpretation of Fannie Mae's Charter;</p> <p>Any contention that Fannie Mae is a federal agency or otherwise part of the United States Government;</p> <p>Any "due process" or other constitutional challenge;</p> <p>Any challenge to the methods by which Fannie Mae does business;</p> <p>Any putative class action involving a Fannie Mae mortgage loan;</p> <p>A challenge to the standing of the servicer to conduct foreclosures or bankruptcies that, if successful, could create negative legal precedent with an impact beyond the immediate case;</p> <p>A challenge to the methods by which MERS does business or to its ability to act as nominee under a mortgage;</p> <p>Any "show cause orders" or motions for sanctions relating to a Fannie Mae mortgage loan, whether against Fannie Mae, the servicer, a law firm, or a vendor of the servicer or law firm;</p> <p>Any foreclosure on Native American tribal lands;</p> <p>Any environmental litigation relating to a Fannie Mae loan;</p> <p>A need to foreclose judicially in a state where non-judicial foreclosures predominate;</p> <p>Any claim invoking a Fannie Mae HAMP as a basis to challenge a foreclosure;</p> <p>Any cross-border insolvency proceeding under Chapter 15 of the Bankruptcy Code;</p> <p>Any claim of predatory lending or discrimination in loan origination or servicing; or</p> <p>Any claim implicating the interpretation of the terms of the Fannie Mae/Freddie Mac Uniform Mortgage Instruments.</p>

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E-1.3-02, Reporting Non-Routine Litigation to Fannie Mae (11/12/2014)

Non-routine litigation must be reported to Fannie Mae within two business days of the servicer receiving notice of the litigation, except with respect to the following three categories of loan-level challenges:

- a challenge to the standing of the servicer to conduct foreclosures or bankruptcies that, if successful, could create negative legal precedent with an impact beyond the immediate case;
- a challenge to the methods by which MERS does business or its ability to act as nominee under a mortgage; or
- any claim invoking HAMP as a basis to challenge a foreclosure.

With respect to these three categories of loan-level challenges, it is not necessary for the servicer to notify Fannie Mae until

- the borrower seeks summary judgment on such a challenge,
 - briefing is required in response to such a challenge, or
 - the issue is expected to be raised at a scheduled trial.
-

E-1.3-03, Reporting “Legal Filings” to MERS (11/12/2014)

Rule 14 of the MERS System Rules of Membership imposes notification requirements concerning “Legal Filings” that raise certain MERS-related challenges. The servicer is responsible for ensuring any notification required under MERS Rule 14 is provided to MERSCORP Holdings, Inc., and also immediately to Fannie Mae’s Single Family Legal department (see [F-4-03, List of Contacts \(09/18/2018\)](#)).

Section E-3.1, Foreclosure Proceedings in General

E-3.1-01, General Servicing Requirements Related to Foreclosure Proceedings (11/12/2014)

This chapter provides Fannie Mae's requirements and policies for conducting foreclosure proceedings for Fannie Mae mortgage loans.

Fannie Mae sets out those instances when its requirements vary for any particular

- lien type,
- amortization method,
- remittance type,
- servicing option,
- mortgage loan type, or
- ownership interest.

Absent any restrictive language, the same policy or requirement applies for all mortgage loans Fannie Mae has purchased or securitized as standard transactions.

Occasionally, Fannie Mae may address the need for a special servicing option MBS mortgage loan to be handled in a different manner than other mortgage loans serviced for Fannie Mae. Under no circumstances should the servicer of a regular servicing option MBS mortgage loan interpret the content of this chapter as relieving it of its responsibilities and obligations for conducting the foreclosure proceedings and disposing of the acquired property, including the absorption of all costs and any related losses.

E-3.1-02, Performing Due Diligence Prior to Considering Foreclosure (11/12/2014)

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The servicer of a portfolio mortgage loan, a participation pool mortgage loan that Fannie Mae holds in its portfolio, or of a special servicing option MBS loan, must protect Fannie Mae’s investment by making every reasonable effort to cure the delinquency through Fannie Mae’s various workout options before referring a mortgage loan for foreclosure proceedings. The servicer must complete the actions shown in the following table prior to referring a mortgage loan to foreclosure.

✓	The servicer must...
	Inspect the property and analyze the individual circumstances of the delinquency.
	Diligently investigate mortgage loans originated as investment properties and attempt to determine whether or not the borrower is collecting rental income from the property. If the servicer suspects that the property or any unit(s) of the property is tenant occupied, it must take appropriate action to ascertain the actual occupancy status of the property. This includes completing detailed property inspections and conducting skip tracing.

Note: If the servicer learns of a change in mortgage loan status after referring the mortgage loan to foreclosure, the servicer must promptly notify the law firm of the change. Status changes include:

- occupancy status,
- rental income and amounts,
- tenant information, and
- lease information.

Related Announcements

The following table provides references to Announcements that are related to this topic.

Announcements	Issue Date
Announcements SVC-2017-08	September 13, 2017

E-3.1-03, Fannie Mae Address for Instruments of Record (11/12/2014)

When an instrument of record relating to a single-family property requires the use of an address for Fannie Mae, including assignments of mortgages, foreclosure deeds, REO deeds, and lien releases, see [F-4-03, List of Contacts \(09/18/2018\)](#) for the proper address.

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E-3.1-04, Addressing a Bankruptcy Filed During Active Foreclosure (11/12/2014)

The servicer must contact the law firm within one business day after it learns of a bankruptcy filing in connection with a mortgage loan that has already been referred to a law firm for foreclosure. See *Required Referral Timelines for Mortgage Loans Previously Referred for Foreclosure* in [E-1.2-01, Timing of the Bankruptcy Referral \(11/12/2014\)](#) for additional requirements.

E-3.2-09, Conducting Foreclosure Proceedings (11/12/2014)

Introduction

This topic contains the following:

- [Conducting Foreclosure Proceedings When Fannie Mae Is the Mortgagee of Record](#)
 - [Conducting Foreclosure Proceedings When the Servicer Is the Mortgagee of Record](#)
 - [Conducting Foreclosure Proceedings When MERS Is the Mortgagee of Record](#)
-

Conducting Foreclosure Proceedings When Fannie Mae Is the Mortgagee of Record

The servicer must conduct the foreclosure in Fannie Mae's name when Fannie Mae is the mortgagee of record for all mortgage loans except for regular servicing option MBS mortgage loans that are secured by properties located in Utah or Mississippi. For these mortgage loans, the servicer must request that Fannie Mae reassign the mortgage loan to it so the foreclosure can be completed in the servicer's name.

The servicer must execute any required substitutions of trustees when Fannie Mae has granted the servicer its LPOA to do so on Fannie Mae's behalf. However, if state law or customary practice prohibits an attorney-in-fact from executing substitutions of trustees, the servicer must submit the substitution of trustee documents to Fannie Mae for execution before the foreclosure proceedings begin.

Conducting Foreclosure Proceedings When the Servicer Is the Mortgagee of Record

When the servicer is the mortgagee of record for a mortgage loan, the jurisdiction in which the security property is located will affect how the foreclosure proceedings are conducted or initiated.

In most states, the law firm must initiate the proceedings in the servicer's name when the servicer is the mortgagee of record or in the participating lender's name when the servicer is not the mortgagee of record for a participation pool mortgage loan. The law firm must subsequently have title vested in Fannie Mae's name in a manner that will not result in the imposition of a transfer tax.

The servicer and the law firm must determine the most appropriate method to use in each jurisdiction.

In any state or jurisdiction in which the foreclosure proceedings must be conducted in Fannie Mae's name to prevent the imposition of a transfer tax (such as Rhode Island; New Hampshire; Maine; or Orleans Parish, Louisiana), an assignment of the mortgage or deed of trust to Fannie Mae must be prepared and recorded in a timely manner to avoid any delays in the initiation of the foreclosure proceedings. If the servicer believes that a foreclosure proceeding must be conducted in Fannie Mae's name in any other jurisdiction to prevent the imposition of a transfer tax, the servicer must contact Fannie Mae's Legal department (see [F-4-03, List of Contacts \(09/18/2018\)](#)) for permission to do so.

When Fannie Mae's DDC or third-party document custodian has custody of an original unrecorded assignment of the mortgage to Fannie Mae, the servicer may either

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- request return of that document so it can be recorded, or
- prepare a new assignment if doing so will expedite the process.

Once the assignment to Fannie Mae has been recorded, the foreclosure proceedings must be conducted in Fannie Mae's name.

Conducting Foreclosure Proceedings When MERS Is the Mortgagee of Record

The servicer must not name MERS as a plaintiff or foreclosing party in any foreclosure action on a Fannie Mae mortgage loan. When MERS is the mortgagee of record, the servicer must prepare an assignment from MERS to the servicer and bring the foreclosure in its own name unless Fannie Mae specifically allows the foreclosure to be brought in the name of Fannie Mae. In that event, the assignment must be from MERS to Fannie Mae, in care of the servicer at the servicer's address for receipt of notices. The assignment must be prepared and provided to the law firm in the referral package.

Fannie Mae will not reimburse the servicer for any expense incurred in preparing or recording an assignment of the mortgage loan from MERS to the servicer or to Fannie Mae. If the borrower reinstates the mortgage loan prior to completion of the foreclosure proceedings, re-assigning and re-registering the mortgage loan with MERS will be at the discretion and expense of the servicer.

The servicer must consult with the law firm to determine if any other legal requirements apply when conducting foreclosures of mortgage loans in which MERS is the prior mortgagee of record. See *Additional Required Foreclosure Referral Documents* in [E-1.1-02, Required Referral Documents \(11/12/2014\)](#) for additional information regarding MERS and proper assignments.

E-3.2-10, Paying Certain Expenses During the Foreclosure Process (11/12/2014)

The servicer must use any funds remaining in the borrower's escrow deposit account to pay T&I premiums that come due during the foreclosure process. The servicer also may use escrow funds to pay costs for the protection of the security and related foreclosure costs as long as state or local laws, government regulations, or the requirements of the mortgage insurer or guarantor do not preclude the use of escrow funds for these purposes. If the escrow balance is not sufficient to cover these expenses, the servicer must advance its own funds. See also *Advancing Funds to Cover Expenses* in [B-1-01, Administering an Escrow Account and Paying Expenses \(06/13/2018\)](#) for additional information.

E-3.2-11, Collecting Under an Assignment of Rents (08/12/2015)

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The servicer must determine whether it is appropriate to pursue collections under the assignment of rents provision, taking into consideration mortgage insurer or guarantor requirements.

If the servicer pursues collections under an assignment of rents provision, it must ensure

- local law allows the mortgagee to collect rents under these circumstances, and
- this action will not create any new rights for the occupant that might impair Fannie Mae’s ability to foreclose the mortgage loan at a later date.

Rental income that is collected on a delinquent mortgage loan must be applied in accordance with the terms of the note and security instrument.

The following table provides the servicer with instructions when the mortgage loan is in foreclosure and the servicer is already collecting rental income.

✓	The servicer must...
	Hold any rental income it receives as unapplied funds until the mortgage loan is liquidated.
	Keep a record of rental income collections and disbursements so that they can be considered when the final claim under the MI or guaranty is filed.
	Remit Fannie Mae's share of the rental income to Fannie Mae or deduct it from the amount due to reimburse the servicer for any advances it made.

Related Announcements

The following table provides references to Announcements that are related to this topic.

Announcements	Issue Date
Announcement SVC-2015-11	August 12, 2015

E-3.2-12, Performing Property Preservation During Foreclosure Proceedings (07/12/2017)

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When a mortgage loan is delinquent including throughout the foreclosure process, the servicer must perform all property maintenance functions as necessary to ensure that the condition and appearance of the property are satisfactorily maintained.

The servicer must manage and protect the property until it is conveyed to the insurer or guarantor, or until Fannie Mae assigns that responsibility elsewhere, including when

- a borrower selects an immediate move Mortgage Release and the REOgram is submitted to Fannie Mae, or
- a borrower selects the three-month transition or twelve-month lease.

The servicer must take whatever action is necessary to protect the value of the property in accordance with the [Property Preservation Matrix and Reference Guide](#). This includes making sure that no apparent violations of applicable law are occurring on the property (such as violations of laws relating to illegal narcotics and similar substances) and that the property is protected against vandals and the elements.

The servicer must refer to the [Property Preservation Matrix and Reference Guide](#) for all maintenance work when a mortgage loan is delinquent and the property is vacant or abandoned. When the cost to complete property preservation work will exceed the Fannie Mae allowable, the servicer must submit the request via HomeTracker. The servicer must follow the procedures in [Requesting Fannie Mae Approval for Property Preservation and Maintenance in F-1-08, Managing Foreclosure Proceedings \(07/12/2017\)](#), for detailed instructions for submitting a request when it does not have access to HomeTracker.

Related Announcements

The following table provides references to Announcements that are related to this topic.

Announcements	Issue Date
Announcement SVC-2017-06	July 12, 2017

E-3.2-13, Addressing Title Defects Generally (12/16/2015)

With respect to each first lien mortgage loan sold to Fannie Mae, the following warranties are made to Fannie Mae:

- the mortgage is a valid and subsisting lien on the property;
- the property is free and clear of all encumbrances and liens having priority over it except for liens for real estate taxes, and liens for special assessments, that are not yet due and payable; and

Document Ownership	Document Execution Submission Without LPOA or Servicer Unable to Execute	For Inquiries OR If Required Delivery Method is Email	Delivery Address when an Original is Required to be Mailed
SF CPM Division	<ul style="list-style-type: none"> Quitclaim deeds for properties conveyed in error Release of liability Assignments of mortgage Substitution of trustees Conveyance or reconveyances of acquired properties Mortgage Loan Modifications All other documents 	CPM_Servicing_Documents@fanniemae.com	Fannie Mae Attn: SF CPM, Documents P.O. Box 650043, Dallas, TX 75265 or P.O. Box 809007 Dallas, TX 75265
SF CPM, Loss Mitigation Division	Partial Release of Security	partial_releases@fanniemae.com	Fannie Mae SF CPM, Loss Mitigation Department 5600 Granite Parkway VII Plano, TX 75024

Related Announcements

The following table provides references to Announcements that are related to this topic.

Announcements	Issue Date
Announcement SVC-2017-04	May 10, 2017

F-1-11, Post-Delivery Servicing Transfers (09/18/2018)

Introduction

This Servicing Guide Procedure includes the following:

- [Requesting Fannie Mae Approval](#)
- **Special Notifications to the Transferee Servicer**
- [Notifying Third Parties](#)

- [Transfer of Individual Mortgage Loan Files and Portfolio Information](#)
- [Submission of Final Accounting Reports/Remittances](#)
- [Preparing Mortgage Loan Assignments](#)
- [Transfer of Custodial Documents](#)

Requesting Fannie Mae Approval

Transfer of Mortgage Loans

As required in *Requesting Fannie Mae Approval* in [A2-7-03, Post-Delivery Servicing Transfers \(09/18/2018\)](#), the servicer must submit the appropriate information to request Fannie Mae's approval of the transfer of servicing, including servicing transfers involving a subservicer.

When requesting approval to transfer servicing, the transferor or transferee servicer or subservicer must submit a fully completed *Request for Approval of Servicing or Subservicing Transfer (Form 629)* in an electronic format to the Servicing Transfers group at servicing_transfers@fanniemae.com. The submission is required at least 60 days before the earlier of proposed sale or transfer date for servicing transfers, and at least 30 days before the earlier of proposed sale or transfer date for subservicing transfers.

The servicer must include the transfer and sale dates on [Form 629](#). The transfer date refers to the date on which the physical transfer of the servicing (or subservicing) responsibilities from the transferor servicer (or subservicer, as the case may be) to the transferee servicer (or subservicer) occurs. It may not necessarily be the same date as the sale date identified in a servicing transfer agreement. The sale date is the date on which the ownership of the servicing rights and the legal liability for the servicing of the Fannie Mae mortgage loans transfer from one servicer to another.

Note: While Fannie Mae requires the transferring parties to identify the sale date associated with a servicing transfer, Fannie Mae's approval will only be issued as to the transfer date.

Special Notifications to the Transferee Servicer

As required in *Obligations of the Transferor and Transferee Servicers* and *Special Notifications to the Transferee Servicer* in [A2-7-03, Post-Delivery Servicing Transfers \(09/18/2018\)](#), the transferor servicer must provide special notification to the transferee servicer when a transfer of servicing includes the following:

- an eMortgage,
- a mortgage loan modified under HAMP and/or 2MP, or
- a mortgage loan subject to resale restrictions regardless of whether the restrictions survive foreclosure or acceptance of a Mortgage Release (deed-in-lieu of foreclosure).

When a Servicing Transfer Includes an eMortgage or a Mortgage Loan Modified Under HAMP/2MP

For an eMortgage or a mortgage loan modified under HAMP/2MP, the transferor servicer must take the actions described in the following table.

✓	The transferor servicer must...
	Advise the transferee servicer that an eMortgage or a mortgage loan modified under HAMP/2MP is part of the portfolio being transferred.
	Confirm that the transferee servicer <ul style="list-style-type: none"> • is aware of the special requirements for these mortgage loans, and • agrees to assume the additional responsibilities associated with servicing these mortgage loans.

Special Requirements when the Servicing Transfer includes eMortgages

Subsequent to Fannie Mae’s approval of a servicing transfer, the following table describes additional actions that the transferor servicer must complete prior to the date of transfer, for a transfer of servicing that includes eMortgages.

✓	The transferor servicer must...
	Provide to the transferee servicer a copy of all eNotes included in the transfer via MSERS eDelivery or some other mutually agreed-upon means.
	Update the “Servicing Agent” field in the MERS eRegistry to reflect the transferee servicer or transferee servicer’s agent, as applicable.
	Provide to the transferee servicer all associated borrower attribution evidence and audit trail information detailing the eClosing event.

The transferee servicer must confirm that all actions in the table above have been completed prior to the date of the transfer.

When a Servicing Transfer Includes a Mortgage Loan Subject to Resale Restrictions

For a mortgage loan subject to resale restrictions, the transferor servicer must take the actions described in the following table.

✓	The transferor servicer must...
	Identify each mortgage loan subject to resale restrictions on Form 629 .
	Confirm that the transferee servicer is aware of its duties and obligations related to the servicing of a mortgage loan subject to resale restrictions.

Notifying Third Parties

As described in *Notifying Third Parties* in [A2-7-03, Post-Delivery Servicing Transfers \(09/18/2018\)](#), the transferor and transferee servicers must take certain actions to ensure that all servicing functions that involve third parties will continue uninterrupted (or discontinued, if appropriate) after the transfer of servicing.

The following table describes the actions the transferor or transferee servicer must take to ensure that all servicing functions that involve third parties will continue uninterrupted (or discontinued, if appropriate) after the transfer of servicing.

✓	The transferor or transferee servicer must...
	<p>Fulfill all requirements of each MI policy that insures any conventional mortgage loans included in the transfer—including, but not limited to, the requirements for providing timely notification or requesting prior approval—to ensure the continuation of the MI coverage.</p> <p>If the current mortgage insurer will not provide continuing coverage following the servicing transfer, the transferee servicer must find another mortgage insurer to provide MI coverage that is equivalent to the previous coverage—at no increased cost to the borrower or Fannie Mae—and obtain that mortgage insurer’s written commitment to provide the required coverage.</p>
	<p>Fulfill all requirements of FHA, VA, RD, or HUD—including, but not limited to, providing timely notification or requesting prior approval—to ensure the continuation of the MI or mortgage loan guaranty, if applicable.</p>
	<p>Notify the hazard, flood, earthquake, other property insurance carriers, as applicable, to request a policy endorsement to substitute the transferee servicer’s name in the mortgagee clause and to change the premium billing address to that of the transferee servicer (unless the borrower pays the premium directly).</p>
	<p>Notify any tax or flood service provider and any optional insurance provider (or other products that are providing coverage) that the transferor servicer used for any of the mortgage loans that are being transferred to indicate whether the transferee servicer will continue using its services.</p>
	<p>Send appropriate notices of the transfer of servicing (providing the transferee servicer’s name and address) to taxing authorities, holders of leaseholds, HOAs, and other lien holders.</p> <p>Note: Any public utilities that levy mandatory assessments for which funds are being escrowed also must be notified.</p>
	<p>Notify any law firm involved in the management of foreclosure or other legal action in connection with the mortgage loans or acquired properties.</p>
	<p>Notify the current document custodian of the pending transfer of servicing and make arrangements for the prompt and safe transfer of the custodial documents to the document custodian designated by the transferee servicer, in accordance with requirements in the <i>Servicing Guide</i>.</p>

Transfer of Individual Mortgage Loan Files and Portfolio Information

As described in *Transfer of Individual Mortgage Loan Files and Portfolio Information* in [A2-7-03, Post-Delivery Servicing Transfers \(09/18/2018\)](#), the transferor servicer must deliver specific information to the transferee servicer.

The following table describes the information that must be delivered to the transferee servicer.

✓	The transferor servicer must deliver to the transferee servicer...
	Documentation evidencing each mortgage insurer's approval of the servicing transfer or its commitment to insure the transferred mortgage loans, or a copy of the mortgage insurer's master policy evidencing that it is permissible to transfer servicing of insured mortgage loans without the mortgage insurer's prior approval.
	A list of any conventional mortgage loans that have borrower-paid or lender-purchased MI (identifying the applicable premium rates and the due date of the next premium payment) and an explanation of the premium payment obligations and claim payment procedures that apply to them.
	A list of any eMortgages that are part of the portfolio being transferred.
	Copies of any tax or flood service contracts that will remain in effect, or notification that the contracts will be transferred to the transferee servicer by a tape process.
	A list of tax bills, assessments, property insurance premiums, MIPs, etc. that are due to be paid by the servicer, but that are still unpaid as of the transfer date.
	A list of the expiration dates and premium payment frequencies for property insurance, and MI policies, as applicable, related to each mortgage loan being transferred, whether or not premiums for these policies are escrowed.
	A list of mortgage loans that have optional insurance and other insurance products that will remain in effect.
	A list of mortgage loans that are subject to automatic drafting of the monthly payments.
	A list of ARM loans, showing the plan identification and parameters, the index used, the next interest rate change date, the next payment change date, the dates on which any fixed rate conversion option may be exercised, and the current status of any changes in process.
	Transaction and payment histories for the life of the mortgage loans.

✓	The transferor servicer must deliver to the transferee servicer...
	<p>Trial balances, as of the close of business on the day immediately preceding the transfer date, showing</p> <ul style="list-style-type: none"> • the remittance type for each mortgage loan (actual/actual, scheduled/actual, or scheduled/scheduled); • the remittance cycle for each MBS mortgage loan (standard, RPM, or MBS Express); • Fannie Mae's applicable ownership interest if it holds only a participation percentage in the mortgage loan; • the applicable pool number for MBS mortgage loans; • delinquencies, foreclosure, bankruptcies, and acquired properties; • transfers of ownership, payoffs, and other exception transactions that are in process, including mortgage loan modification-related transactions; • escrow balances, escrow advances, curtailments, unapplied funds, and loss drafts; and • buydown account balances for mortgage loans subject to temporary interest rate buydown plans.
	A copy of the custodial bank reconciliation for each custodial bank account maintained as of the cutoff date (if the transferor servicer is unable to complete this reconciliation by the transfer date, it should complete the reconciliation as promptly as possible and send it to the transferee servicer within five business days after the transfer date).
	Copies of all investor accounting reports that were filed with Fannie Mae for the three months that immediately precede the cutoff date.
	A reconciliation of any outstanding shortage/surplus balance, if applicable, related to the mortgage loans being transferred as of the last reporting period of Fannie Mae's investor reporting system.
	Definitions of codes used in ledger records, trial balances, or any other documents that are being forwarded to the transferee servicer.
	Escrow analyses.
	All information relating to delinquency management and default prevention.
	Copies of all documents including items held by a document custodian, and all other documents pertinent to servicing the mortgage loans including mortgage loan modification agreements.
	All customer correspondence and responses, including borrower complaints and escalated cases.
	The title policies or alternative title products.
	A list of each mortgage loan that is in the process of foreclosure or for which the borrower has filed bankruptcy, including the Fannie Mae loan number and the name and address of the law firm handling the foreclosure or bankruptcy.
	<p>Information and records for any mortgage loans that are in foreclosure, bankruptcy, or a workout status and for any properties that Fannie Mae acquired by foreclosure or acceptance of a Mortgage Release [(deed-in-lieu of foreclosure) (if Fannie Mae has not sold them by the transfer date)].</p> <p>Note: If the original mortgage loan custodial documents are not part of the individual mortgage loan file that is being transferred, the transferor servicer must provide a list showing the name of the party that is in possession of the original mortgage loan note.</p>

✓	The transferor servicer must deliver to the transferee servicer...
	All pertinent information related to the status of any mortgage loan for which a workout option is being pursued.
	A list of any acquired properties for which it is performing administrative functions, such as paying taxes or performing property maintenance if the responsibilities for these functions will be transferred to the transferee servicer. The list must identify each property by the Fannie Mae loan number and include a history of the transferor servicer's actions from the date the property was acquired (including information about expenditures, receipts, and management and marketing activities) and provide the appropriate documentation.
	Information on any mortgage loan or acquired property being transferred that is the subject of litigation at the time of the transfer, including all records pertaining to such litigation (including court filings, disclosure requests and responses, and preliminary rulings).

Transfer of P&I and T&I Funds

As required in [A4-1-02, Establishing Custodial Bank Accounts \(04/12/2017\)](#), the servicer is responsible for the safekeeping of custodial funds at all times. The transferor servicer must forward to the transferee servicer all P&I and T&I custodial account balances including, but not limited to, the following:

- unremitted P&I collections;
- escrow funds;
- unapplied funds;
- loss drafts;
- accruals on deposit—for example, for the payment of future renewal premiums for lender-purchased MI; and
- buydown funds.

If the transferor servicer has advanced delinquent interest or scheduled P&I to Fannie Mae, the transferee servicer must reimburse the transferor servicer once it receives a final accounting of all monies from the transferor servicer.

All new amounts owed must be paid to the appropriate party promptly, as agreed by the parties.

Submission of Final Accounting Reports/Remittances

As described in *Submission of Final Accounting Reports/Remittances* in [A2-7-03, Post-Delivery Servicing Transfers \(09/18/2018\)](#), the transferor servicer must submit the monthly LAR for the month that includes the transfer date.

In the month of the transfer date, the transferor servicer will be contractually responsible for

- reporting the monthly LAR for all mortgage loan activity processed on the mortgage loans, and
- ensuring that sufficient funds to satisfy that month's remittance obligation are available for drafting on the scheduled remittance date. However, the transferor and transferee servicers may agree that the transferee servicer will make the actual remittance to Fannie Mae.

In the month following the transfer date, the transferee servicer will be responsible for reporting the monthly LAR applicable to the transferred mortgage loans.

The transferor servicer must provide the transferee servicer with copies of its Fannie Mae investor reporting system shortage/surplus reconciliations for the final monthly accounting period for all mortgage loans included in the servicing transfer. The two servicers should agree on how to resolve any differences and reconcile items or funds that are owed Fannie Mae and security holders. (Any questions regarding these issues must be directed to the transferor servicer's Fannie Mae Investor Reporting Representative.)

If, after reconciling the final shortage/surplus balance, the transferor servicer determines that Fannie Mae needs to process a shortage/surplus adjustment, the transferor servicer must send to its Fannie Mae Investor Reporting Representative (see [F-4-03, List of Contacts \(09/18/2018\)](#)) a copy of the final shortage/surplus reconciliation along with adequate documentation to support the requested adjustment. The adjustment must be requested within 30 days after the transfer date. The transferee servicer will be responsible for any Fannie Mae investor reporting system shortages related to mortgage loans included in the transfer that are not promptly resolved by the transferor servicer.

Preparing Mortgage Loan Assignments

Mortgage loan assignments must be prepared and recorded, if required, in accordance with *Preparing Mortgage Loan Assignments* in [A2-7-03, Post-Delivery Servicing Transfers \(09/18/2018\)](#).

Any required assignment that is submitted to the document custodian(s) must be identified by the applicable Fannie Mae loan number and submitted under cover of a transmittal letter that includes the following information:

- the name of the transferor servicer;
- the name of the transferee servicer;
- the number of mortgage loans included in the transfer, as well as the number of mortgage loans for which recordable (but unrecorded) assignments to Fannie Mae have been executed;
- the transfer date; and
- a trial balance of the transferred mortgage loans, which identifies the mortgage loans for which assignments to Fannie Mae are being provided (or, if only a few mortgage loans are being transferred, a list of the transferred mortgage loans for which assignments are being provided).

Fannie Mae is the Mortgagee of Record

A new mortgage loan assignment does not need to be prepared if the assignment to Fannie Mae has been recorded. A mortgage loan for which Fannie Mae is the mortgagee of record would be one of the following:

- a mortgage loan that was delivered to Fannie Mae before it converted to the Fannie Mae investor reporting system in 1984 (regardless of the location of the security property);
- a mortgage loan that is secured by a property located in Mississippi or Utah, if the mortgage loan was delivered to Fannie Mae during the period that Fannie Mae required recorded assignments for a Mississippi mortgage loan (after September 1, 1988, until June 7, 1989) or for a Utah mortgage loan (after September 1, 1988, until October 31, 1991); or
- a mortgage loan for which Fannie Mae requested recordation of the assignment (for any reason) after it purchased or securitized the mortgage loan.

Fannie Mae is Not the Mortgagee of Record and the Mortgage Loan is Not Registered with MERS

An assignment from the transferor servicer to the transferee servicer must be prepared and recorded if an assignment to Fannie Mae has not been recorded for a mortgage loan that is not registered with the MERS. The transferor servicer is re-

responsible for recording the assignment from itself to the transferee servicer. (Blanket assignments may be used for the assignment, as long as the coverage for each blanket assignment is restricted to a single recording jurisdiction.) If the transferee servicer is a master servicer utilizing a subservicer and the subservicer will be the mortgagee of record, the required assignment must be from the transferor servicer to the subservicer unless the subservicer is already the mortgagee of record. If the transferor servicer will be the subservicer of the transferee servicer and will remain the mortgagee of record, an assignment to the transferee servicer will not be required.

An assignment from the transferee servicer (or the subservicer if the subservicer will be the mortgagee of record) to Fannie Mae must be prepared (in recordable form, but unrecorded) to replace the one Fannie Mae had originally received from the transferor servicer. This unrecorded assignment from the transferee servicer to Fannie Mae must be an individual assignment. The transferee servicer is responsible for preparing the unrecorded assignment to Fannie Mae and delivering to the applicable document custodian within six months of the transfer date. If the transferor servicer will be the subservicer of the transferee servicer, will remain the mortgagee of record and has previously delivered an unrecorded assignment to the document custodian; a new unrecorded assignment to Fannie Mae will not be required.

Note: Generally, when a transferred mortgage loan is secured by a property located in Puerto Rico, neither an assignment of the mortgage loan from the transferor servicer to the transferee servicer nor an unrecorded assignment from the transferee servicer to Fannie Mae will need to be prepared and recorded.

Fannie Mae is Not the Mortgagee of Record and the Mortgage Loan is Registered with MERS

Generally, when the servicing of a MERS-registered mortgage loan is transferred to a servicer that is not a MERS member (or to a servicer that elects not to continue the MERS registration for the mortgage loan), Fannie Mae requires

- the transferor servicer to prepare an assignment of the mortgage loan from MERS to the transferee servicer (or the subservicer if the subservicer will be the mortgagee of record) and have it executed and recorded,
- the transferor servicer to “deactivate” the Mortgage Identification Number (MIN) in the MERS system for reason: “Transfer to Non-MERS Status,” and
- the transferee servicer (or the subservicer if the subservicer will be the mortgagee of record) to prepare a recordable (but unrecorded) assignment of the mortgage loan from itself to Fannie Mae and to deliver it to the applicable document custodian.

Transfer of Custodial Documents

If the transferee servicer continues to store the custodial documents with the existing document custodian, it must execute the *Master Custodial Agreement*, in accordance with *Fannie Mae’s Requirements for Document Custodians*. If the transferee servicer already has a master custodial agreement on file with that document custodian, the transferee servicer must obtain an *MBS Custodian Recertification (Form 2002)* in connection with the servicing transfer within six months of the transfer date.

The transferee servicer and the transferor servicer must work out appropriate arrangements for paying the costs of transferring the documents and obtaining the required pool recertification in an expeditious manner. MBS pool documents that will be held by a new document custodian or by the transferee servicer must be recertified, and *Form 2002* must be completed and submitted to the transferee servicer’s Fannie Mae office within six months of the transfer date. In the event the transferee servicer cannot complete recertification of the transferred mortgage loans and cannot cure an exception to recertification within six months of the transfer date, the transferee servicer must contact its Fannie Mae Servicing Representative (see F-4-03, List of Contacts (09/18/2018)) for further discussion and resolution.

Custodial Documents for Participation Pool Mortgage Loans

For participation pool mortgage loans that Fannie Mae holds in its portfolio, any original mortgage notes that the transferor servicer has in its possession must be transferred to Fannie Mae's DDC for permanent retention no later than 30 days after the transfer date. To ensure that the transferred documents are appropriately identified, a label showing the Fannie Mae loan number must be affixed to the notes. The documents that are being turned over to Fannie Mae for custody also must be annotated on the trial balance that is submitted to Fannie Mae in connection with the servicing transfer.

Related Announcements

The following table provides references to Announcements that are related to this topic.

Announcements	Issue Date
Announcement SVC-2018-06	September 18, 2018
Announcement SVC-2017-05	June 21, 2017
Announcement SVC-2017-04	May 10, 2017
Announcement SVC-2017-01	January 18, 2017
Announcement SVC-2016-09	October 19, 2016

F-1-12, Preparing to Implement a Workout Option (06/13/2018)

Introduction

This Servicing Guide Procedure contains the following:

- [Calculating the Housing Expense-to-Income Ratio for Imminent Default for a Conventional Mortgage Loan Modification](#)
- [Processing the IRS Form 4506T-EZ or IRS Form 4506-T](#)
- [Notifying Fannie Mae of Lead-Based Paint Citations](#)

Calculating the Housing Expense-to-Income Ratio for Imminent Default for a Conventional Mortgage Loan Modification

The servicer must determine the borrower's pre-modification housing expense-to-income ratio as outlined in *Evaluating a Borrower for Imminent Default for Conventional Mortgage Loan Modification Eligibility* in [D2-1-01, Determining if the Borrower's Mortgage Payment is in Imminent Default \(06/13/2018\)](#).

The borrower's monthly gross income is defined as the borrower's monthly income amount before any payroll deductions and includes the following items, as applicable:

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Chapter 2. Contractual Relationship (01/31/03)

Once Fannie Mae approves a servicer to do business with it, both parties execute the Lender Contract to establish the terms and conditions of their contractual relationship. The continuation of that relationship depends on both parties honoring the mutual promises in the Lender Contract and on the lender's satisfying the requirements of the *Selling Guide*, the *Servicing Guide*, the *Guide to Delivering eMortgage Loans to Fannie Mae*, and the *Multifamily Guide(s)* (the "Guides").

Section 201 Mortgage Selling and Servicing Contract (06/01/07)

The MSSC establishes the basic legal relationship between a lender/servicer and Fannie Mae. Details regarding contractual obligations for lenders are set forth in the *Selling Guide*. Specifically as to servicing, the MSSC:

- establishes the lender as an approved servicer of applicable mortgage loans;
- provides the general terms and conditions for servicing;
- incorporates by reference the terms of the Guides and other lender or servicing announcements, letters, and Guide changes, as well as Master Agreements, technology licensing agreements, and any other agreement entered into by Fannie Mae and the lender; and
- states the types of mortgage loans the lender may sell and service.

All types of agreements between a servicer and Fannie Mae are incorporated into the Lender Contract (the lender's and servicer's obligations under all of these agreements are referred to in the Guides in their entirety as the "Lender Contract") and form a single integrated MSSC and not a separate contract or agreement.

Notwithstanding any other provisions in the Guides, or any assignment or transfer of servicing by a lender to another entity:

- A lender/servicer's benefits and obligations with respect to its contractual rights to service mortgage loans are, and were at the time of execution of the Lender Contract, fully integrated and non-divisible

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from the lender's benefits and obligations with respect to its contractual rights and obligations to sell mortgage loans under the Lender Contract.

- Absent such integration, Fannie Mae would not have entered into, or continued to be bound by, the Lender Contract and would not have entered into, or continued to be bound by, separate agreements with a lender/servicer providing for the contractual right to sell or to service mortgage loans for Fannie Mae.
- When Fannie Mae consents to a transfer of servicing by a lender or servicer, it relies on the integration and non-divisibility of the Lender Contract. Fannie Mae requires that the transferor or lender remain obligated for all selling and servicing representations and warranties and recourse obligations upon the transfer of servicing, and requires that the transferee servicer, whether the original seller or a transferee servicer, undertake and assume joint and several liability for all selling and servicing representations and warranties and recourse obligations related to the mortgage loans it services unless explicitly agreed to the contrary in writing by Fannie Mae.

All of Fannie Mae's communications—such as Guides, announcements, lender letters, and notices (regardless of the medium through which they are issued)—are incorporated into the Guides by reference, and are instructions Fannie Mae provides to enable a servicer to perform its obligations to Fannie Mae under the terms of the MSSC. No borrower or other third party is intended to be a legal beneficiary of the MSSC or to obtain any such rights or entitlements through our lender communications.

Certain information and requirements are posted on eFannieMae.com (or successor Web site), and such information is incorporated by reference into the Guides.

Section 201.01
Contractual
Representations and
Warranties (06/10/11)

In order to sell mortgage loans to Fannie Mae or deliver pools of mortgage loans to Fannie Mae for mortgage-backed securities (MBS), the lender makes certain representations and warranties concerning both the lender itself as well as the mortgage loans it is selling or delivering. These representations and warranties are set forth in the *Selling Guide*. Provisions that are specific to servicing are contained herein. A lender that acquires the servicing of a mortgage loan, either concurrently with or subsequent to Fannie Mae's purchase of the mortgage loan, assumes and is responsible for the same selling warranties that the mortgage loan seller

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made when the mortgage loan was sold to Fannie Mae. Lenders that acquire the servicing of Fannie Mae mortgage loans are required to service the mortgage loans in accordance with the servicing obligations of the lender that assigned or transferred the servicing of the mortgage loan.

Section 201.02
Representation and
Warranty Requirements
for the Servicing of All
Mortgage Loans
(06/10/11)

By submitting any mortgage loan to Fannie Mae under any execution, including MBS, whole mortgage loan, or a participation pool mortgage loan to Fannie Mae as a whole mortgage loan, the lender represents and warrants that there is no agreement with any other party providing for servicing the mortgage loans that continues after such date unless there is full compliance with all the Fannie Mae Guide requirements for subservicing (including but not limited to the *Selling Guide, A3-3-03, Subservicing*) or any prior servicing agreement is made expressly to Fannie Mae's rights as owner of the mortgage loans.

The party that was servicing for the lender prior to such date may become a servicer for Fannie Mae, if there is full compliance with all the Guide requirements that provide for assignment of servicing from the lender concurrent with conveyance of the mortgage loan to Fannie Mae. (For more information, refer to the *Selling Guide, A3-3-02, Concurrent Servicing Transfers*.)

Section 201.03
Mortgage Insurance
Representation and
Warranty Requirements
(10/01/11)

The servicer represents and warrants that each mortgage loan it delivers is insurable and that no fraud or material misrepresentation has been committed (by any servicer employee, any agent of the servicer, or any third party including, without limitation, the borrower), by act or omission, in connection with the origination of the mortgage loan or servicing prior to the sale, regardless of the level or type of documentation, verification, or corroboration of information that may be required by the *Selling Guide* and *Servicing Guide* or any other contract with a particular servicer. A mortgage loan is insurable if a mortgage insurer would not decline to insure it by reason of any fraud, misrepresentation, negligence, or dishonest, criminal, or knowingly wrongful act in origination or servicing, and would not be entitled to deny a claim by reason of any of the foregoing.

Section 201.03.01
Rescission, Cancellation,
and Claim Denial
(10/01/11)

Rescission

Rescission of mortgage insurance coverage is defined as notification by the mortgage insurer that it has made the determination to rescind coverage in

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other liabilities that arise in connection with the mortgage loans or the servicing of them prior to the delivery of the mortgage loans to Fannie Mae. Similarly, Fannie Mae requires a servicer to make the same indemnification for all losses, damages, judgments, claims, legal actions, and legal fees that are based on, or result from, the lender's failure or alleged failure to satisfy its duties and responsibilities for mortgage loans or MBS pools it services for Fannie Mae under the provisions of the Lender Contract, the Guides, any additional requirements that may have been imposed, or any additional obligations the lender has assumed with respect to such mortgage loans or MBS pools.

If a claim is made or a suit or other proceeding that is based on a lender's or servicer's alleged acts or omissions in originating, selling, or servicing mortgage loans or MBS pools; in trading MBS; or in disposing of acquired properties is started against Fannie Mae (or if Fannie Mae subsequently becomes a party to such a claim, suit, or proceeding or is served a subpoena for any purpose in connection with a suit to which Fannie Mae is not a party), the lender's or servicer's responsibility to indemnify Fannie Mae from losses and to hold Fannie Mae harmless must be met regardless of whether the claim, suit, or proceeding has merit. However, the lender's or servicer's obligation does not apply if Fannie Mae gives the lender or servicer written instructions during a claim, suit, or proceeding and Fannie Mae suffers a loss because the lender or servicer follows its instructions.

Fannie Mae will manage its defense for any claim, suit, or proceeding in accordance with its own judgment, keeping the option to decide whether (or when) to retain its own separate counsel. If Fannie Mae chooses its own counsel, the lender or servicer will still be obligated to pay Fannie Mae's legal fees and costs. If Fannie Mae decides that its interests and the lender's or servicer's coincide, Fannie Mae may decide to cooperate with the lender or servicer in a joint defense. (Refer to the *Selling Guide, A2-1-03, Indemnification for Losses.*)

Section 201.06
Concurrent Servicing
Transfers (07/20/06)

In a concurrent servicing transfer, the servicing lender is under the same contractual obligations under the MSSC as the selling lender. (Also see *Section 205, Post-Delivery Transfers of Servicing (09/30/06).*)

A concurrent servicing transfer (also known as a transfer of servicing concurrent with delivery) occurs when a selling lender transfers the servicing rights for a mortgage loan to a Fannie Mae-approved servicer at

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the same time it sells the mortgage loan to Fannie Mae. This is an “automatic” transfer because Fannie Mae’s prior approval of the transaction is not required.

If the selling lender is servicing the mortgage loans prior to delivery and will not be servicing the mortgage loans after delivery, the selling lender may automatically transfer servicing to a lender that is eligible to service them for Fannie Mae, and has agreed to do so, effective concurrently with delivery of the mortgage loans to Fannie Mae. The lender must notify Fannie Mae at the time of mortgage loan delivery that servicing has been transferred.

Additionally, if:

- the selling lender is not servicing the mortgage loans prior to delivery because it has contracted with another lender (the “servicing lender”) to service the mortgage loans for the selling lender;
- the selling lender will not be servicing the mortgage loans after delivery;
- the servicing lender is eligible to service the mortgage loans for Fannie Mae; and
- the servicing lender agrees to service the mortgage loans for Fannie Mae, which requires the contractual servicing relationship be with Fannie Mae instead of with the seller,

the selling lender may designate the servicing lender as Fannie Mae’s servicer for the mortgage loans by notifying Fannie Mae at the time of delivery.

If the servicing lender wants the contractual servicing relationship to be with the selling lender instead of with Fannie Mae, even after delivery of the mortgage loans to Fannie Mae, the selling lender must become Fannie Mae’s servicer (as “master servicer”), and the servicing lender must become a “subservicer.” (See *Section 206, Subservicing (06/24/04)*.)

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After Fannie Mae has purchased or securitized a mortgage loan, it must approve all subsequent assignments of servicing related to that mortgage loan before the servicing can be transferred.

Section 201.06.01
Notification of Concurrent
Servicing Transfers
(06/10/11)

The lender must notify Fannie Mae of the transferee servicer by entering the nine-digit seller/servicer number that Fannie Mae has assigned to the transferee servicer on one of the following forms:

- *FRM/GEM Loan Schedule* ([Form 1068](#))
- *ARM/GPARM Loan Schedule* ([Form 1069](#))
- *Schedule of Mortgages* ([Form 2005](#))

If required, the lender must also include in its delivery package mortgage loan assignments prepared in accordance with the *Selling Guide, B8-6-02, Mortgage Assignment to Fannie Mae*.

Section 201.06.02
Termination of
Concurrent Servicing
Transfers (06/10/11)

If a concurrent servicing transfer does not meet Fannie Mae's eligibility standards as stated in this Guide and in the *Selling Guide*, Fannie Mae is entitled to terminate the transferee's servicing with respect to the affected mortgage loans in order to transfer servicing of the mortgage loans to another servicer. The lender is obligated for all costs, expenses, and/or losses resulting from its designation of an ineligible servicer.

Section 201.07
Pledge of Servicing
Rights (03/29/10)

As provided in the *Selling Guide, A3-3-01, Outsourcing of Mortgage Processing and Third-Party Originations*, a lender or servicer may pledge the servicing rights to all or part of its Fannie Mae one- to four-unit mortgage loan servicing portfolio, including mortgage loans in MBS pools, for the following purposes:

- to fund the purchase of additional servicing portfolios;
- to provide collateral for warehouse lines of credit; or
- to effect the purchase of a mortgage banking company, including a management buyout of its existing company.

The lender or servicer must request Fannie Mae's prior approval of a specific pledging transaction at least 30 days in advance of the proposed

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After Fannie Mae has purchased or securitized a mortgage loan, it must approve all subsequent assignments of servicing related to that mortgage loan before the servicing can be transferred.

Section 201.06.01
Notification of Concurrent
Servicing Transfers
(06/10/11)

The lender must notify Fannie Mae of the transferee servicer by entering the nine-digit seller/servicer number that Fannie Mae has assigned to the transferee servicer on one of the following forms:

- *FRM/GEM Loan Schedule* ([Form 1068](#))
- *ARM/GPARM Loan Schedule* ([Form 1069](#))
- *Schedule of Mortgages* ([Form 2005](#))

If required, the lender must also include in its delivery package mortgage loan assignments prepared in accordance with the *Selling Guide, B8-6-02, Mortgage Assignment to Fannie Mae*.

Section 201.06.02
Termination of
Concurrent Servicing
Transfers (06/10/11)

If a concurrent servicing transfer does not meet Fannie Mae's eligibility standards as stated in this Guide and in the *Selling Guide*, Fannie Mae is entitled to terminate the transferee's servicing with respect to the affected mortgage loans in order to transfer servicing of the mortgage loans to another servicer. The lender is obligated for all costs, expenses, and/or losses resulting from its designation of an ineligible servicer.

Section 201.07
Pledge of Servicing
Rights (03/29/10)

As provided in the *Selling Guide, A3-3-01, Outsourcing of Mortgage Processing and Third-Party Originations*, a lender or servicer may pledge the servicing rights to all or part of its Fannie Mae one- to four-unit mortgage loan servicing portfolio, including mortgage loans in MBS pools, for the following purposes:

- to fund the purchase of additional servicing portfolios;
- to provide collateral for warehouse lines of credit; or
- to effect the purchase of a mortgage banking company, including a management buyout of its existing company.

The lender or servicer must request Fannie Mae's prior approval of a specific pledging transaction at least 30 days in advance of the proposed

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effective date. The transaction between the lender or servicer and the secured creditor must be documented by a security agreement in a form determined by the lender or servicer. Both the lender or servicer and the secured creditor also must execute an acknowledgment agreement in a form approved by Fannie Mae, which sets forth the rights and responsibilities of the lender or servicer, the secured party, and Fannie Mae.

A. Security agreement. The lender or servicer pledging its servicing rights and the secured party to whom the rights are pledged must enter into a legally binding security agreement. Fannie Mae does not specify precise terms or provisions that must be included in the agreement. However, since the terms and provisions of the acknowledgment agreement (which is executed by the lender or servicer, the secured creditor, and Fannie Mae) will prevail if there are any conflicts or inconsistencies between the security agreement and the acknowledgment agreement, both parties executing the security agreement should make every effort to ensure that there are no conflicts or inconsistencies between the two agreements. Each request for approval of a proposed pledging transaction must include a copy of the related proposed security agreement. The security agreement may be amended after Fannie Mae approves the transaction (without obtaining Fannie Mae's prior consent), as long as all representations and warranties made by the lender or servicer and the secured party (or parties) will apply to such amendment.

The secured creditor must insert the following language in any financing statement it files for recordation in connection with the security agreement:

The security interest created by this financing statement is subject and subordinate to all rights, powers, and prerogatives of Fannie Mae under, and in connection with, the Lender Contract and all applicable Pool Purchase Contracts between Fannie Mae and (**insert name of lender or servicer named in acknowledgment agreement*) and the *Selling Guide*, *Servicing Guide*, and other Guides, as each of such Guides is amended from time to time (collectively, the "Fannie Mae Contract"), which rights, powers, and prerogatives include, without limitation, the right of Fannie Mae to terminate the Fannie Mae Contract with or without cause

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and the right to sell, or have transferred, the Servicing Rights as therein provided.

The secured creditor must provide a copy of any recorded financing statement to the lender's or servicer's appropriate Fannie Mae regional office. If the security interest is released or extinguished or if the servicing rights are transferred to the secured creditor as the result of the lender or servicer's default under the security agreement (or in accordance with the terms of the acknowledgment agreement), the secured creditor must file for recording a proper release of the recorded security interest within five working days after the effective date of the termination, transfer, or extinguishment, notifying the appropriate Fannie Mae regional office of the filing.

B. Acknowledgment agreement. Fannie Mae will not approve any request for the pledging of a lender or servicer's servicing rights unless the lender or servicer and the secured creditor execute a standard Fannie Mae acknowledgment agreement. (Two separate agreements—one for use when there is a single secured party and one for use when there are multiple secured parties—are available through Fannie Mae's regional offices.) Under the terms of the acknowledgment agreement, the secured creditor's security interest is subordinate to all of Fannie Mae's rights, powers, and prerogatives under the MSSC, individual commitment or pool purchase contracts, and the *Selling Guide* and *Servicing Guide*. The secured creditor has no claim or entitlement as a secured creditor against Fannie Mae, and Fannie Mae has no duty or obligation to the secured creditor, except for those specified in the acknowledgment agreement. The acknowledgment agreement does recognize that the secured party may sell one or more participation interests in portfolio mortgage loans that are subject to the security agreement and provides for the purchasers of the participation interests to be entitled to the benefits of both the security agreement and the acknowledgment agreement. Both the secured creditor and the lender and/or servicer must indemnify and hold Fannie Mae harmless against all losses, claims, lawsuits, actions, damages, judgments, costs, and expenses arising or resulting from any action they take (or do not take) in compliance with the terms of either the security agreement or the acknowledgment agreement. The secured creditor also must agree to indemnify and hold Fannie Mae harmless against all losses, claims, lawsuits, actions, damages, judgments, costs, and expenses arising from or connected with the security agreement or the secured creditor's

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foreclosure, transfer, or sale of the servicing rights under the terms of the security agreement.

The secured creditor has the right to request Fannie Mae to transfer the servicing of the mortgage loans for which servicing rights have been pledged if it elects to enforce its security interest or any remedy for the lender or servicer's default under the security agreement. The secured creditor may request that the servicing be transferred to it (if it is an approved Fannie Mae servicer) or it may request that the servicing be transferred to another lender or servicer that is a Fannie Mae-approved servicer, if it has a valid power of attorney authorizing it to make the transfer request on the lender or servicer's behalf. The secured creditor must present the power of attorney to the Fannie Mae regional office with its request that Fannie Mae transfer the servicing to another lender or servicer. The transfer-of-servicing request will be evaluated, processed, and documented under Fannie Mae's general procedures for servicing transfers, unless Fannie Mae agrees to modify a specific requirement or amend a particular document. Fannie Mae will not unreasonably withhold its consent to a transfer that is proposed by the secured party. If Fannie Mae finds the proposed transferee servicer unacceptable, it will work with the secured party to find another servicer that is acceptable.

Fannie Mae has the right, under the terms of its contracts with the lender or servicer, to terminate, sell, or transfer the servicing that has been pledged and, if Fannie Mae exercises that right, it has the further right to receive all proceeds from the termination, sale, or transfer of the servicing. Under the terms of the acknowledgment agreement, the servicing rights that have been pledged can be terminated, sold, or transferred free and clear of the secured creditor's security interest when the termination, sale, or transfer takes place in accordance with Fannie Mae's contractual provisions with the lender or servicer.

When Fannie Mae exercises its right to terminate, sell, or transfer servicing that has been pledged, it may select the secured creditor or its designee to act as the new servicer (or subservicer) of the mortgage loans or it may select another Fannie Mae-approved servicer. Fannie Mae will notify the secured creditor after it terminates the lender or servicer's servicing rights that have been pledged. To the extent that Fannie Mae is fully reimbursed for all costs and expenses related to the sale or transfer and for any and all amounts it is due for unmet obligations under its

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Lender Contract, Fannie Mae will notify the secured creditor of its right to claim all or part of any remaining sales proceeds or any applicable contract termination fees—if it has a valid power of attorney from the lender or servicer authorizing it to request distribution of the sales proceeds or any applicable contract termination fees. The secured creditor must present the power of attorney to the Fannie Mae regional office with its request that Fannie Mae distribute the sales proceeds or any applicable contract termination fees. A secured creditor's failure to execute the acknowledgment agreement may impair its ability to claim any portion of the sales proceeds or any applicable contract termination fees if Fannie Mae terminates the lender or servicer's contract and sells the servicing portfolio and will impair its ability to request Fannie Mae to transfer the mortgage loans for which the servicing rights are pledged to another servicer if the lender or servicer defaults under the security agreement. A lender or servicer's failure to execute the acknowledgment agreement could result in a suspension of its selling and servicing rights or in the termination of its Lender Contract, if it proceeds with an unauthorized pledging of its servicing rights.

Section 201.08
Termination of Servicing
Arrangement Without
Cause (04/01/09)

The servicer or Fannie Mae may terminate the servicing arrangement without cause.

Section 201.08.01
Servicer's Termination
(09/30/06)

By giving Fannie Mae advance written notice, a servicer may terminate its contractual rights to the servicing of mortgage loans or participation interests in mortgage loans for all of the mortgage loans and MBS pools it is servicing without providing for a transferee servicer to assume the servicing obligations. The termination will become effective on the last business day of the third month following the month in which the notice is given. The servicer's termination of its servicing arrangement does not release it from any of its responsibilities or liabilities related to specific mortgage loans and MBS pools that Fannie Mae purchased or securitized (or contracted to purchase or securitize) before the termination, unless Fannie Mae expressly agrees in writing to release the servicer from those responsibilities or liabilities. Absent Fannie Mae's written agreement, the servicer may not terminate its servicing rights for less than all of the mortgage loans or participation interests in mortgage loans that it is servicing for Fannie Mae.

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To assist Fannie Mae in complying with IRS reporting requirements, a servicer that collects prepayment premiums under the terms of a negotiated contract should report any prepayment premium it collects for a given mortgage loan (even if the premium is not remitted to Fannie Mae) as part of the monthly activity information it provides through Fannie Mae's investor reporting system.

**Section 204
Changes in Servicer's
Organization (04/01/09)**

The servicer must send Fannie Mae written notice of any contemplated major change in its organization. The servicer must follow all requirements in the *Selling Guide, A4-3-01, Report of Changes in the Lender's Organization*.

In addition, in those situations in which a servicer either is involved in a merger or acquisition or is changing its name, undergoing a corporate reorganization, experiencing either a direct or an indirect change of control, or having a majority interest in its stock change hands, Fannie Mae will treat the action as a transfer of servicing that must be approved and processed in accordance with the requirements of *Section 205, Post-Delivery Transfers of Servicing (09/30/06)*. If the lender fails to provide adequate notice of, or obtain approval for, such contemplated actions, Fannie Mae may impose a compensatory fee and exercise any other available remedies

**Section 205
Post-Delivery Transfers
of Servicing (09/30/06)**

Subsequent to the delivery of mortgage loans to Fannie Mae, a servicer cannot transfer its responsibility for servicing any such mortgage loans unless Fannie Mae approves the transfer. Fannie Mae will not recognize unauthorized transfers of servicing. In fact, any such action may be the basis for terminating the contractual relationships Fannie Mae has with both the transferor and transferee servicers. Instead of terminating the contractual relationship(s), Fannie Mae may choose to impose sanctions, compensatory fees, or other available remedies when a servicer fails to give Fannie Mae adequate notice of a proposed transfer, obtain its approval for a transfer, or fulfill any conditions of Fannie Mae's approval of a given transfer of servicing. (The amount of any compensatory fee Fannie Mae imposes can vary depending on the circumstances; however, it will not be greater than 1% of Fannie Mae's share of the aggregate UPB of the mortgage loans being transferred.) Fannie Mae will hold any transferor or transferee servicer that enters into an unauthorized transfer of servicing liable for any losses, liabilities, or other expenses Fannie Mae incurs as the result of the unauthorized transfer.

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The servicer must obtain Fannie Mae's prior written consent for any transfer of servicing involving Fannie Mae-owned or Fannie Mae-securitized mortgage loans. Fannie Mae generally will consider requests for transfers of either all or a portion of the mortgage loans that a lender services for it. However, if the transfer involves mortgage loans in a regular servicing option MBS pool or a shared-risk special servicing option MBS pool for which the servicer's shared-risk liability is still in effect, individual loan-level servicing transfers are not permitted; rather, the servicing of all of the mortgage loans in the pool must be transferred. The transferor servicer may use a CPU-to-CPU electronic file transfer or any other electronic means that Fannie Mae specifies to notify Fannie Mae about a full transfer of its servicing portfolio or to provide it with a list of mortgage loans that will be included in a partial transfer of servicing (see *Part X, Section 206, Transaction Type 80 (Subservicer Arrangement Record) (01/31/03)*). The servicer's electronic notification may be submitted as early as six months and as late as fifteen days before the proposed effective date for the transfer of servicing.

The proposed transferee servicer must be an approved servicer that is in good standing with Fannie Mae. The servicer also must have in place appropriate controls and adequate procedures relating to the boarding of new loans (subsequent either to origination or acquisition of servicing pursuant to a servicing transfer) to avoid any delayed application of borrower payments of principal, interest, taxes, or insurance (when applicable). In particular, servicing errors and disputes may occur as a result of servicing transfers. Accordingly, before Fannie Mae approves a transfer, it will evaluate the transferee servicer's performance in the following areas (although it may consider additional factors if it chooses to do so):

- overall servicing performance, including the servicing of special mortgage loan products, accounting, and remitting;
- capacity to service the number and types of mortgage loans that are to be included in the proposed transfer;
- overall performance of other contractual duties and obligations;
- delinquency ratios;

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- foreclosure and acquired property activity;
- status of unresolved issues related to repurchase requests, claim denials or curtailments, or other outstanding claims; and
- financial condition.

Fannie Mae's contractual requirements related to transfers of servicing and the servicers' obligations to perform under them apply in all cases (unless Fannie Mae expressly waives them in writing); therefore, Fannie Mae encourages a servicer that is contemplating the purchase of another servicer's portfolio to contact its Portfolio Manager, Servicing Consultant, or the National Servicing Organization's Servicer Solutions Center early in the negotiation process. This will ensure that the servicer is aware of any objections Fannie Mae might have to its becoming a transferee servicer for the servicing portfolio it is considering purchasing, can determine whether the proposed transfer involves unusual circumstances or conditions that might require additional time for Fannie Mae to review, and ascertain whether the proposed transfer has terms that might not be readily acceptable to Fannie Mae.

Fannie Mae will make no representations or warranties about the value, condition, or any other aspects of the mortgage loans for which servicing will be transferred. Because the transferee servicer will be liable to Fannie Mae for all obligations of the transferor servicer, Fannie Mae expects that the transferee servicer will perform a due diligence review of the servicing portfolio that it is acquiring. However, the transferee servicer's obligations to Fannie Mae are not contingent on the performance of such a due diligence review. To assist the two servicers in processing and reconciling the transfer of servicing, Fannie Mae has designed a series of reports that should significantly reduce the likelihood of errors or delays in the transfer process. The information in these reports can be used to reconcile and correct loan-level information related to the mortgage loans for which servicing is to be transferred. Any information in the reports Fannie Mae provides will be compiled from data in its records (including information it received from third parties, but did not independently verify). However, Fannie Mae does not attest to the accuracy, completeness, or suitability of the information for the servicers' use for any particular purpose(s). For any given transfer of servicing, Fannie Mae will use appropriate business practices to permit both the transferor servicer and the transferee servicer

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(but no other parties) to have access to the data on which the reports are based. Fannie Mae does not represent or warrant that any unauthorized party will not be able to gain access to the data (particularly when it is transmitted electronically), nor will Fannie Mae be responsible for any damages arising out of, or related to, such parties gaining access to the data and using the information it provides.

To ensure that Fannie Mae has sufficient time to review a proposed transaction and to give the two servicers time to receive Fannie Mae's consent before the proposed effective date for the transfer (and before notices of the transfer are given to borrowers), the transferor servicer must submit a *Request for Approval of Servicing Transfer* ([Form 629](#)) in an electronic format to the appropriate Fannie Mae regional office at least 30 days (and no more than 180 days) before the proposed effective date. At the same time, the transferor servicer should submit a check for a nonrefundable \$500 processing fee (which should note the names of both servicers and the proposed effective date of the transfer). (The proposed effective date of the transfer must be the last business day of the last month for which the transferor servicer will be responsible for reporting loan-level detail activity to Fannie Mae.)

If any of the mortgage loans for which servicing is to be transferred are in MBS pools that are part of a Fannie Majors[®] multiple pool and the transferee servicer is already servicing mortgage loans in the same Majors pool, it may report the transferred mortgage loans under the same nine-digit Fannie Mae lender identification number that it currently uses, as long as the mortgage loans have the same remittance type and date as the mortgage loans that it is already reporting under that number. If the transferred mortgage loans have a different remittance type or date, the transferee servicer must contact its Portfolio Manager, Servicing Consultant, or the National Servicing Organization's Servicer Solutions Center to request a new branch lender identification number for reporting on the transferred mortgage loans.

If Fannie Mae consents to a proposed transfer of servicing, it will deliver its consent to the two servicers using the same format in which it received the Form 629. Fannie Mae's consent will state that, by implementing the related transfer of servicing, both the transferor servicer and the transferee servicer agree to the provisions of the MSSC, this Guide (and any amendments made to this Guide with respect to servicing transfers or to

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the servicing of the transferred mortgage loans), and any other provisions set forth in the consent and acknowledge that all such obligations become effective as of the effective date of the transfer of servicing (although some of the obligations, such as those for notifying borrowers, will have begun or will have been completed prior to the effective date). As a condition of approving the transfer of servicing, Fannie Mae reserves its right to request and obtain (at any time) a copy of the servicing transfer agreement between the transferor servicer and the transferee servicer.

The following *Sections* discuss Fannie Mae's standard conditions for approval of a servicing transfer. Fannie Mae also may impose additional terms and conditions on its consent to a servicing transfer if it deems it to be appropriate under the particular circumstances. If it does, it will describe those conditions in its consent statement.

Section 205.01
Portfolio Definition
(01/31/03)

The transfer of the servicer's entire servicing portfolio must include all mortgage loans that are being serviced even if they no longer generate any servicing fee income. This means that delinquent mortgage loans and foreclosed mortgage loans that have been removed from an active accounting status must be transferred, unless Fannie Mae has notified the servicer that Fannie Mae's records have been closed or the servicer has repurchased a mortgage loan under the terms of the regular servicing option or a negotiated shared-risk servicing option.

Fannie Mae will approve the transfer of servicing for an FHA coinsured mortgage loan only if the proposed servicer is a HUD-approved coinsurer that is willing to assume the coinsurance obligations for the mortgage loan.

Section 205.02
Servicing Fee (01/31/03)

Generally, the transferee servicer will receive the same servicing compensation that the transferor servicer was receiving. For actual/actual and scheduled/actual remittance type mortgage loans held in Fannie Mae's portfolio, the transferee servicer will receive as its servicing fee the same amount—the base servicing fee plus any excess yield—that the transferor servicer had been receiving. For MBS mortgage loans and for scheduled/scheduled remittance type mortgage loans held in Fannie Mae's portfolio, the transferee servicer will receive compensation at the same rate that the transferor servicer had been receiving, which is the difference between the mortgage interest rate (less any applicable premium for

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lender-purchased mortgage insurance) and the sum of Fannie Mae’s required pass-through rate and the guaranty fee rate.

Section 205.03
Assumption of Warranties
and Other Obligations
(01/31/03)

The transferee servicer must assume all of the responsibilities, duties, and selling warranties that were agreed to whether made when the mortgage loan was originally sold to Fannie Mae or subsequent to that date. This includes responsibility for the performance of obligations that predate the transfer, including “special obligations” (as that term is used in *Section 201.02, Representation and Warranty Requirements for the Servicing of All Mortgage Loans (06/10/11)*). However, the transferee servicer’s assumption of these responsibilities, duties, and warranties will in no way release the transferor servicer from its contractual obligations related to the transferred mortgage loans. The two servicers will be jointly and severally liable to Fannie Mae for all warranties and for repurchase, all special obligations under agreements previously made by the transferor servicer or any previous seller or servicer (including actions that arose prior to the transfer).

Fannie Mae requires a servicer to provide special notification to the new servicer when it includes eMortgages in a transfer of servicing. Specifically, the transferor servicer must advise the transferee servicer that eMortgages are part of the portfolio being transferred and must confirm that the transferee servicer is not only aware of the special requirements for eMortgages required by Fannie Mae’s *Guide to Delivering eMortgage Loans to Fannie Mae*, but also agrees to assume the additional responsibilities associated with servicing eMortgages.

Fannie Mae requires the servicer to provide special notification to the new servicer when mortgage loans subject to resale restrictions (whether or not the restrictions survive foreclosure or acceptance of a deed-in-lieu) are included in the portfolio being transferred. The servicer must identify each mortgage loan subject to resale restrictions on the *Request for Approval of Servicing Transfer (Form 629)*. The transferee servicer must be aware of its duties and obligations related to the servicing of mortgage loans subject to resale restrictions.

The transferee servicer agrees to assume all obligations related to the servicing of MBS pools—including all duties and responsibilities under the regular servicing option or a negotiated shared-risk servicing option, bearing all costs and risks previously borne by the transferor servicer (or

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any earlier seller or servicer), as well as any additional costs and risks that arise subsequent to, or as the result of conditions imposed on, the transfer.

Fannie Mae's consent to a transfer of servicing does not release either the transferor servicer or the transferee servicer from any obligation it would otherwise have to Fannie Mae. As of the effective date for an approved transfer of servicing, the transferor servicer and the transferee servicer acknowledge their joint and several liability with respect to the transferred mortgage loans (and for any special obligations outstanding as of the effective date of the transfer, unless Fannie Mae has agreed to release one of the servicers from a specific responsibility). For the most part, Fannie Mae will look first to the transferee servicer for fulfilling any financial or other obligations related to the warranties, repurchase, and special obligations, but Fannie Mae does reserve the right to hold the transferor servicer to these obligations. In fact, both servicers also acknowledge their obligation to ensure that Fannie Mae is paid directly any proceeds of the servicing transfer that may be required to offset any claims Fannie Mae may have against the transferor servicer and agree to indemnify Fannie Mae for any loss or damage arising out of a failure to fully transfer all documents, records, and funds required by the servicing transfer agreement.

Section 205.04
Notifying Borrowers
(01/31/03)

The transferor and transferee servicers must work together closely to ensure that borrowers receive not only prompt and accurate notification of a pending transfer, but also prompt and courteous responses to their inquiries about the servicing transfer. Both servicers are responsible for sending specific notices to the borrowers whose servicing is being transferred. All notices provided to borrowers must be made in accordance with applicable law, including the provisions of the Real Estate Settlement Procedures Act (RESPA) and any state law requirements.

Section 205.05
Notifying Third Parties
(01/31/03)

To ensure that all servicing functions that involve third parties will continue uninterrupted (or will be discontinued if that is appropriate) after the transfer of servicing, either the transferor servicer or the transferee servicer must take the following actions:

- Fulfill all requirements of each mortgage insurance policy that insures any of the conventional mortgage loans included in the transfer—including, but not limited to, the requirements for providing timely notification or requesting prior approval—to ensure the continuation of

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final monthly accounting period for all mortgage loans and MBS pools included in the servicing transfer. The two servicers should agree on how to resolve any differences and reconcile items or funds that are owed Fannie Mae or security holders. (Any questions regarding resolution of these issues should be directed to the transferor servicer's Fannie Mae investor reporting system Business Analyst.) Within 30 days after the effective date of the servicing transfer, the transferor servicer must send its Fannie Mae investor reporting system Business Analyst a copy of the completed shortage/surplus reconciliation related to the transferred mortgage loans (so it can be used to support any adjustment that may need to be made to the transferor servicer's shortage/surplus balance). The transferee servicer will be responsible for any Fannie Mae investor reporting system shortages or security balance deficiencies related to mortgage loans or pools included in the transfer that are not resolved by the transferor servicer.

Section 205.09
Preparing Mortgage
Assignments (01/31/03)

The need to prepare new mortgage assignments in connection with a transfer of servicing will depend on whether Fannie Mae is the owner of record for the mortgage loan and, if Fannie Mae is not, on whether the mortgage loan is registered with MERS.

In those instances in which Fannie Mae holds the custodial documents, any required assignments that are submitted to Fannie Mae must be identified by the applicable Fannie Mae loan number and submitted under cover of a transmittal letter that includes the following information:

- the name of the transferor servicer;
- the name of the transferee servicer;
- the number of mortgage loans included in the transfer, as well as the number of mortgage loans for which recordable (but unrecorded) assignments to Fannie Mae have been executed;
- the effective date of the transfer;
- a trial balance of the transferred mortgage loans, which identifies the mortgage loans for which assignments to Fannie Mae are being provided (or, if only a few mortgage loans are being transferred, a list

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of the transferred mortgage loans for which assignments are being provided);

- the transfer log number provided by the Portfolio Manager, Servicing Consultant, or the National Servicing Organization's Servicer Solutions Center when the transfer was approved; and
- the name and telephone number of a person Fannie Mae can contact if it has any questions about the documents.

Fannie Mae is the owner of record. A new mortgage assignment does not need to be prepared if the assignment to Fannie Mae has been recorded. A mortgage loan for which Fannie Mae is the owner of record would be one of the following:

- a mortgage loan that was delivered to Fannie Mae before it converted to the Fannie Mae investor reporting system in 1984 (regardless of the location of the security property);
- a mortgage loan that is secured by a property located in Mississippi or Utah, if the mortgage loan was delivered to Fannie Mae during the period that Fannie Mae required recorded assignments for a Mississippi mortgage loan (after September 1, 1988, until June 7, 1989) or for a Utah mortgage loan (after September 1, 1988, until October 31, 1991); or
- a mortgage loan for which Fannie Mae requested recordation of the assignment (for any reason) after it purchased or securitized the mortgage loan.

Fannie Mae is not the owner of record and the mortgage loan is not registered with MERS. An assignment from the transferor servicer to the transferee servicer must be prepared and recorded if an assignment to Fannie Mae has not been recorded for a mortgage loan that is not registered with MERS. (Blanket assignments may be used for the assignment, as long as the coverage for each blanket assignment is restricted to a single recording jurisdiction.) The transferee servicer has full responsibility for recording an assignment from the transferor servicer to itself, regardless of which servicer prepares and records the assignment. Then, an assignment from the transferee servicer to Fannie Mae must be

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prepared (in recordable form, but not recorded) to replace the one Fannie Mae had originally received from the transferor servicer. This unrecorded assignment from the transferee servicer to Fannie Mae should be an individual assignment. The unrecorded assignment to Fannie Mae must be delivered to Fannie Mae or the applicable document custodian within *six* months of the effective date of the servicing transfer.

Generally, when a transferred mortgage loan is secured by a property located in Puerto Rico, neither an assignment of the mortgage loan from the transferor servicer to the transferee servicer nor an unrecorded assignment from the transferee servicer to Fannie Mae will need to be prepared and recorded. However, there are two situations in which an assignment of the mortgage loan (or a similar document) will need to be prepared and recorded:

- For a “direct” mortgage loan (one that is documented by a single instrument that combines the terms of the note and the mortgage loan), a deed of assignment of the mortgage loan must be prepared and recorded to advance the chain of title through the transferee servicer’s name. (This deed of assignment can be an individual assignment or a blanket assignment, as permitted by the jurisdiction.) The transferee servicer will then need to execute an individual unrecorded assignment of the mortgage loan to Fannie Mae and submit it to Fannie Mae (or the applicable document custodian) within *six* months after the effective date of the servicing transfer.
- For any other mortgage loan for which Fannie Mae (or the applicable document custodian) does not have in its possession an unrecorded assignment to Fannie Mae that was executed by the lender that originated the mortgage loan, such an assignment must be obtained from the mortgage loan originator. If that is not possible, the transferee servicer must prepare an individual unrecorded assignment of the mortgage loan from itself to Fannie Mae and submit it to Fannie Mae (or the applicable document custodian) within *six* months of the effective date of the servicing transfer. When the transfer of servicing includes a large number of mortgage loans secured by properties in Puerto Rico, one or more blanket assignments may be used if it is not practical to execute individual assignments.

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Fannie Mae is not the owner of record and the mortgage loan is registered with MERS. Generally, neither an assignment of the mortgage loan from the transferor servicer to the transferee servicer nor an unrecorded assignment from the transferee servicer to Fannie Mae will need to be prepared and recorded when the servicing of a MERS-registered mortgage loan is transferred to a servicer that is a MERS member (if the transferee servicer intends to continue the MERS registration for the mortgage loan). In some situations, Fannie Mae may indicate that it wants to obtain these assignments.

However, when the servicing of a MERS-registered mortgage loan is transferred to a servicer that is not a MERS member (or to a servicer that elects not to continue the MERS registration for the mortgage loan), Fannie Mae requires:

- the transferor servicer to prepare an assignment of the mortgage loan from MERS to the transferee servicer and have it executed,
- the transferor servicer to “deactivate” the mortgage loan in MERS,
- the transferor servicer or the transferee servicer (at their choice) to record the assignment of the mortgage loan from MERS to the transferee servicer, and
- the transferee servicer to prepare a recordable (but unrecorded) assignment of the mortgage loan from itself to Fannie Mae and to deliver it to Fannie Mae or the applicable document custodian.

When the originator of the mortgage placed the MERS Mortgage Identification Number (MIN) on the note when the mortgage was registered with MERS (and the mortgage loan is still registered with MERS), the document custodian will be able to tell whether an assignment of the mortgage loan needs to be required in connection with the transfer of servicing. When the MIN is on the note, but the mortgage loan is no longer registered with MERS, either the transferor servicer or the transferee servicer must notify the document custodian to delete the MIN from the note (with the servicer that is responsible for the deactivation providing the notice). When the MIN does not appear on the note, other actions must be taken to ensure that the custodian is aware of whether or not the mortgage loan is registered with MERS. This can be accomplished

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by (1) providing the custodian with a copy of the original *Schedule of Mortgages* ([Form 2005](#)) that has been appropriately annotated to indicate that a mortgage loan originally registered with MERS is no longer registered (by deleting the MIN that was originally reported) or to indicate the subsequent registration with MERS (by inserting the applicable MIN); or (2) providing the custodian with a listing of all MERS-registered mortgage loans that are included in the transfer, along with a certification that any and all other mortgage loans included in the transfer are not currently registered with MERS. (If there are more MERS-registered mortgage loans included in the transfer than there are unregistered mortgage loans, the listing may instead identify the unregistered mortgage loans and then the certification should state that any and all other mortgage loans included in the transfer are currently registered with MERS.)

Section 205.10
Transfer of Custodial
Documents (09/30/05)

When the transfer of servicing includes MBS mortgage loans, the transferee servicer may choose to use the existing document custodian (if it meets all of Fannie Mae's eligibility criteria for document custodians), to make arrangements for a different document custodian (including Fannie Mae's DDC), or to retain custody of the documents itself (if it satisfies Fannie Mae's eligibility criteria for document custodians and the additional criteria Fannie Mae imposes on lenders that act as the document custodian). If the transferee servicer chooses to use the existing document custodian, it will need to have a *Master Custodial Agreement* ([Form 2003](#)) executed—unless it already has a master custodial agreement on file for that custodian—and ask the document custodian to complete an *MBS Custodian Recertification* ([Form 2002](#)) in connection with the servicing transfer within six months of the effective date of the transfer. If Fannie Mae's DDC is already holding the custodial documents for the mortgage loans that are being transferred, Fannie Mae will update its records to reflect the new servicer and accept any new unrecorded assignment of the mortgage loan to Fannie Mae from the transferee servicer, if applicable, without charging any additional fees.

If the transferee servicer chooses to change document custodians (or decides to hold the documents itself), the transferor servicer is responsible for controlling the documents until they are released to the new document custodian. The transferee servicer and the transferor servicer must work out appropriate arrangements for paying the costs of transferring the documents and obtaining the required pool recertification in an

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- protect against unauthorized access to or use of such files and records and is responsible for requiring, by contract, that any subservicers or other third parties that access mortgage files and records also implement these measures.

Fannie Mae has the right to examine, at any reasonable time, any and all records that pertain to mortgage loans it holds in its portfolio or those that have been included in an MBS pool, any and all accounting reports associated with those mortgage loans and borrower remittances, and any other reports, data, information, and documentation that it considers necessary to ensure that the servicer is in compliance with Fannie Mae's requirements.

**Section 401
Ownership of Mortgage
Loan Files and Records
(01/31/03)**

All records pertaining to mortgage loans sold to Fannie Mae—including but not limited to the following—are at all times the property of Fannie Mae and any other owner of a participation interest in the mortgage loan:

- notes,
- security instruments,
- loan applications,
- credit reports,
- property appraisals,
- tax receipts,
- payment records,
- insurance policies and insurance premium receipts,
- water stock certificates,
- ledger sheets,
- insurance claim files and correspondence,
- foreclosure files and correspondence,

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- current and historical computerized data files,
- machine-readable materials, and
- all other documents, instruments and papers pertaining to the loan including, without limitation, any records, data, information, summaries, analyses, reports, or other materials representing, based on, or compiled from such records that are reasonably required to originate and subsequently service a mortgage loan properly.

These documents and records are Fannie Mae's property regardless of their physical form or characteristics or whether they are developed or originated by the mortgage loan seller or servicer or others.

The mortgage loan originator, seller, or servicer; any service bureau; or any other party providing services in connection with servicing a mortgage loan for, or delivering a mortgage loan to, Fannie Mae will have no right to possession of these documents and records except under the conditions specified by Fannie Mae.

Any of these documents and records in possession of the mortgage loan originator, seller, or servicer, any service bureau, or any other party providing services in connection with selling a mortgage loan to, or servicing a mortgage loan for, Fannie Mae are retained in a custodial capacity only.

**Section 402
Electronic Records
(10/31/08)**

An electronic record is a contract or other record that is created, generated, sent, communicated, received, or stored by electronic means. A record is information that is inscribed on a tangible medium or that is stored in an electronic or other medium and is retrievable in perceivable form. Servicers (and/or, as applicable, document custodians) are required to retain the foregoing records as set out below. All records in the individual mortgage loan file may be retained as electronic records, except for the promissory note and any records that modify or supplement the promissory note, in which case the original ink-signed records of such instruments should be stored in the mortgage loan files. Where a lender has an eMortgage variance in place with Fannie Mae, these requirements may not apply.