[[CR]]

{PFB\_MAILTYPE}

[[CR]]

{MCDS\_SLADATE}

[[CR]]

{MCDS\_RCPT\_ADDRESSBLOCK}

[[CR]]

{PFB\_REBLOCK}

[[CR]]

[[CR]]

**IF {SL\_FDCPA\_1692e \_SUPPR\_FLG} =** “True” **THEN [[]] ELSE** IF {SVR\_FDCPA\_INDICATOR} ≠ “False” THEN [[**{SL\_FDCPA\_1692e}**

[[CR]]]]

**IF {SL\_BK\_71113\_SUPPR\_FLG} = “True” THEN [[]] ELSE [[{SL\_BK\_71113}**

[[CR]]]]

IF {PROP\_STATE} = “CO” THEN [[**NOTICE PRIOR TO RESIDENTIAL FORECLOSURE**]]

IF {PROP\_STATE} = “CT” THEN [[**NOTICE TO MORTGAGEE OF FORECLOSURE**]]

IF {PROP\_STATE} = “IA” AND {PACKAGEID} = “PACKAGE\_BRE\_IA01” THEN [[**IOWA RIGHT TO CURE NOTICE**]]

IF {PROP\_STATE} = “IA” THEN [[**IOWA RIGHT TO CURE NOTICE]]**

IF {PROP\_STATE} = “IA” AND {PACKAGEID} = “PACKAGE\_BRE\_IA03” THEN [[**14-DAY NOTICE OF ACCELERATION, DEMAND FOR PAYMENT AND MORTGAGE MEDIATION AVAILABILITY**]]

IF {PROP\_STATE} = “ME” THEN [[**NOTICE OF RIGHT TO CURE**]]

IF {PROP\_STATE} = “NJ” THEN [[**NOTICE OF INTENTION TO FORECLOSE**]]

IF {PROP\_STATE} = “NC” THEN [[**NORTH CAROLINA FORTY-FIVE (45) DAY PRE-FORECLOSURE NOTICE**]]

IF {PROP\_STATE} IN (“SC”, “MO”, “KS”) THEN[[**NOTICE OF DEFAULT AND RIGHT TO CURE**

**\*\*\*PLEASE NOTE THIS AMOUNT DOES NOT INCLUDE ANY PAYMENT THAT HAS NOT COME DUE AS OF THE DATE OF THIS LETTER\*\*\***]]

IF {PROP\_STATE} = “TX” THEN [[**NOTICE OF DEFAULT AND INTENT TO ACCELERATE**]]

IF {PROP\_STATE} = “WV” THEN [[**NOTICE OF CONSUMER’S RIGHT TO CURE DEFAULT**]]

[[CR]]

[[CR]]

{GBL\_GREETING}

[[CR]]

IF {PROP\_STATE} = “MO” THEN [[You are late in making your payment(s). If you pay the AMOUNT PAST DUE (above) by the LAST DAY FOR PAYMENT (above), you may continue with the contract as though you were not late. If you do not pay by that date, we may exercise our rights under the law.

[[CR]]

If you voluntarily surrender possession of the following specified collateral, you could still owe additional money after the money received from sale of the collateral is deducted from the total amount you owe. The collateral being the property located at: {PROP\_ADDR1}

IF {PROP\_ADDR2} ≠ “” THEN [{PROP\_ADDR2}]

IF {PROP\_ADDR3} ≠ “” THEN [{PROP\_ADDR3}]

{PROP\_CITY}, {PROP\_STATE} {PROP\_ZIP}]]

ELSE

IF {PROP\_STATE} = “CO” THEN [[You are late in making your payment(s). If you pay the AMOUNT PAST DUE (above) by the LAST DAY FOR PAYMENT (above), you may continue with the contract as though you were not late. If you do not pay by that date, we may exercise our rights under the law.

[[CR]]

If you are late again in making your payments, we may exercise our rights without sending you another notice like this one. If you have questions, write or telephone us promptly.

[[CR]]

Notice to Cosigner: the consumer(s) identified above is late in making his or her payment. If the amount now due is not paid by the last date for payment, the creditor may exercise its rights against the consumer, cosigner, or both.]]

ELSE

IF {PROP\_STATE} = “IA” THEN [[You are now in default on this credit transaction. You have a right to correct this default until {MCDS\_CUREDTE}. If you do so, you may continue with the contract as though you did not default. Your default consists of failure to make the required payments as described below.

[[CR]]

Correction of the default: Before {MCDS\_CUREDTE} you must pay {DELQ\_TOTALDUE} to cure the default.

[[CR]]

If you do not correct your default by the date stated above, we may exercise rights against you under the law.

[[CR]]

If you default again in the next year, we may exercise our rights without sending you another notice like this one. If you have questions, write or telephone us promptly.]]

ELSE

IF {PROP\_STATE} = “KS” THEN [[You are late in making your payment(s). If you pay the AMOUNT NOW DUE (above) by the LAST DAY FOR PAYMENT (above), you may continue with the contract as though you were not late. If you do not pay by this date, we may exercise our rights under the law. You may be obligated to pay reasonable costs of collection, including, but not limited to, court costs, attorney fees and collection agency fees, except that such costs of collection: (1) May not include costs that were incurred by a salaried employee of the creditor or its assignee; (2) may not include the recovery of both attorney fees and collection agency fees; and (3) shall not be in excess of 15% of the unpaid debt after default.

[[CR]]

If you are late again in making your payments, we may exercise our rights without sending you another notice like this one. If you have questions, write or telephone us promptly.]]

ELSE

IF {PROP\_STATE} = “ME” THEN [[You are late in making your payment(s). If you pay the AMOUNT NOW DUE (above) by the LAST DAY FOR PAYMENT (above), you may continue with the contract as though you were not late. If you do not pay by that date, we may exercise our rights under the law.

[[CR]]

If you are late again within the next 12 months in making your payments, we may exercise our rights without sending you another notice like this one. If you have questions, write or telephone us promptly.]]

ELSE

IF {PROP\_STATE} = “SC” THEN [[You are late in making your payment(s). If you pay the AMOUNT NOW DUE (above) by the LAST DAY FOR PAYMENT (above), you may continue with the contract as though you were not late. If you do not pay by that date, we may exercise our rights under the law. These rights include the right to repossess any property held as collateral for this transaction and the right, in many instances, to hold you personally responsible for any difference between the amount the property brings in a sale and the balance due us on the credit transaction in question. If you are late again in making your payments, we may exercise our rights without sending you another notice like this one. If you have questions, write or telephone the creditor promptly.]]

ELSE

IF {PROP\_STATE} = “NJ” THEN [[This letter is formal notice by {SVR\_FULLNAME} (“{SVR\_SHORTNAME}”), IF {LNDR\_FULLNAME} ≠ “” AND {LNDR\_FULLNAME} ≠ {SVR\_FULLNAME} AND ≠ {SVR\_SHORTNAME} THEN [the servicer (“Servicer”) of the above-referenced loan (“Loan”), on behalf of {LNDR\_FULLNAME} (“Lender”) , whose address is {LNDR\_CORPADDR1}IF {LNDR\_CORPADDR2} ≠ “” THEN [, {LNDR\_CORPADDR2}] {LNDR\_CORPCITY}, {LNDR\_CORPSTATE} {LNDR\_CORPZIP}] ELSE [the lender (“Lender”), of the above-referenced loan (“Loan”), whose address is {SVR\_CORPADDR1} IF {SVR\_CORPADDR2} ≠ “” THEN [, {SVR\_CORPADDR2}] {SVR\_CORPCITY}, {SVR\_CORPSTATE} {SVR\_CORPZIP}], that you are in default under the terms of the documents creating and securing your Loan, including the IF {LOAN\_PRODUCTTYPE} = “HELOC” THEN [Credit Agreement/]Note (“Note”) and Mortgage (“Security Instrument”). The nature of the default is the failure to make the payments required for this Loan, as agreed to in the Note and Security Instrument. Failure to respond to this letter may result in the loss of the property (“the Property”) referenced above.]]

ELSE

IF {PROP\_STATE} = “WI” THEN [[This letter is formal notice by {SVR\_FULLNAME} (“{SVR\_SHORTNAME}”),IF {LNDR\_FULLNAME} ≠ “” AND {LNDR\_FULLNAME} ≠ {SVR\_FULLNAME} AND ≠ {SVR\_SHORTNAME} THEN [the servicer (“Servicer”) of the above-referenced loan (“Loan”), on behalf of {LNDR\_FULLNAME} (“Creditor”), whose address is {LNDR\_CORPADDR1}IF {LNDR\_CORPADDR2} ≠ “” THEN [, {LNDR\_CORPADDR2}] {LNDR\_CORPCITY}, {LNDR\_CORPSTATE} {LNDR\_CORPZIP} and whose phone number is {LNDR\_CORPPHONE}] ELSE [the creditor (“Creditor”), of the above-referenced loan (“Loan”), whose address is {SVR\_CORPADDR1} IF {SVR\_CORPADDR2} ≠ “” THEN [, {SVR\_CORPADDR2}] {SVR\_CORPCITY}, {SVR\_CORPSTATE} {SVR\_CORPZIP} and whose phone number is {SVR\_CORPPHONE}], that you are in default under the terms of the documents creating and securing your Loan, including the IF {LOAN\_PRODUCTTYPE} = “HELOC” THEN [Credit Agreement/]Note (“Note”) and Mortgage (“Security Instrument”). The nature of the default is the failure to make the payments required for this Loan, as agreed to in the IF {LOAN\_PRODUCTTYPE} = “HELOC” THEN [Credit Agreement/]Note (“Note”) and Security Instrument. Failure to respond to this letter may result in the loss of the property (“the Property”) referenced above.]]

ELSE

[[IF {LNDR\_SUPPR\_FLG} = “True” THEN [This letter is formal notice by {SVR\_FULLNAME} (“{SVR\_SHORTNAME}”) on the above-referenced loan (“Loan”)]

ELSE

[This letter is formal notice by {SVR\_FULLNAME} (“{SVR\_SHORTNAME}”), IF {LNDR\_FULLNAME} ≠ “” AND {LNDR\_FULLNAME} ≠ {SVR\_FULLNAME} AND ≠ {SVR\_SHORTNAME} THEN [the servicer (“Servicer”) of the above-referenced loan (“Loan”), on behalf of {LNDR\_FULLNAME} (“Lender”),] ELSE IF {LNDR\_FULLNAME} = {SVR\_FULLNAME} OR {SVR\_SHORTNAME} THEN [the lender (“Lender”) and the servicer (“Servicer”) of the above-referenced loan (“Loan”)] ELSE [the servicer (“Servicer”), of the above-referenced loan (“Loan”)]

, that you are in default under the terms of the documents creating and securing your Loan, including the IF {LOAN\_PRODUCTTYPE} = “HELOC” THEN [Credit Agreement/]Note (“Note”) and Deed of Trust/Mortgage/Security Deed (“Security Instrument”). The nature of the default is the failure to make the payments required for this Loan, as agreed to in the Note and Security Instrument. Failure to respond to this letter may result in the loss of the property (“the Property”) referenced above.]]

[[CR]]

IF {PROP\_STATE} = “TX” THEN [[{SVR\_SHORTNAME} is the mortgage servicer for the mortgagee of the Deed of Trust and the parties have entered into an agreement (“the Servicing Agreement”) granting {SVR\_SHORTNAME} authority to service the Loan and represent the Lender. Pursuant to the Servicing Agreement, {SVR\_SHORTNAME} is granted authority to collect and service debt associated with the Deed of Trust. Under §51.0025 of the Texas Property Code, {SVR\_SHORTNAME}, as the mortgage servicer, is authorized to administer any resulting foreclosure of the Property covered by the Deed of Trust on behalf of the Lender. All communication about your Loan should be made through {SVR\_SHORTNAME} at {SVR\_CORPPHONE}, located at {SVR\_CORPADDR1}IF {SVR\_CORPADDR2} ≠ “” THEN [, {SVR\_CORPADDR2}], {SVR\_CORPCITY}, {SVR\_CORPSTATE} {SVR\_CORPZIP}.

[[CR]]]]

[[See Comment]] As of the date of this notice, the total past due amount required to cure the default is {DELQ\_TOTALDUE}, which consists of the following:

[[CR]]

IF {PROP\_STATE} = “ND” AND {LOAN\_ORIGAMT} ≠ “” AND {LOAN\_ORIGDTE} ≠ “” THEN

[[Original Loan Amount: {LOAN\_ORIGAMT}

Loan Origination Date: {LOAN\_ORIGDTE}

[[CR]]

[[CR]]]]

Total Monthly Payments Due: {DELQ\_PYMNTAMT}

[[CR]]

|  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- |
| IF {HISTORY\_TYPE} = “Delinquent Payment” THEN | | | | | | | | |
| [[IF {HISTORY\_PRINCIPAL} ≠ “” OR {HISTORY\_INTEREST} ≠ “” THEN | | | | | | | | |
| [Due Date | Principal | | Interest | | Escrow | | | Total |
| For Every {HISTORY\_TYPE} = “Delinquent Payment” print: | | | | | | | | |
| {HISTORY\_DTE} | {HISTORY\_PRINCIPAL} | | {HISTORY\_INTEREST} | | {HISTORY\_ESCROW} | | {HISTORY\_AMT}] | |
| ELSE | | | | | | | | |
| [IF {HISTORY\_PIPYMNT} ≠ “” THEN | | | | | | | | |
| [Due Date | | Principal and Interest | | Escrow | | Total | | |
| For Every {HISTORY\_TYPE} = “Delinquent Payment” print: | | | | | | | | |
| {HISTORY\_DTE} | | {HISTORY\_PIPYMNT} | | {HISTORY\_ESCROW} | | {HISTORY\_AMT}]]] | | |

Late Charges: {ACCRUED\_LATECHRGES}

For Every {HISTORY\_TYPE} = “Late Charges” print:

[[{HISTORY\_DTE} IF {HISTORY\_DESC} = “” THEN [Late Charge Assessed] ELSE [{HISTORY\_DESC}] {HISTORY\_AMT}]]

Uncollected NSF Fees: {ACCRUED\_NSFFEES}

Other Fees: {ACCRUED\_OTHERFEES}

For every {HISTORY\_TYPE} = “Other” print:

[[{HISTORY\_DTE} {HISTORY\_DESC} {HISTORY\_AMT}]]

Corporate Advance Balance: {BAL\_CORPADV}

For every {HISTORY\_TYPE} = “Corporate Advance” print:

[[{HISTORY\_DTE} {HISTORY\_DESC} {HISTORY\_AMT}]]

Unapplied Balance: ({BAL\_UNAPPLIED})

[[CR]]

**TOTAL AMOUNT PAST DUE REQUIRED TO CURE DEFAULT: {DELQ\_TOTALDUE}**

[[CR]]

IF {PROP\_STATE} = “NV” THEN

[[Additional Account Breakdown Information:

[[CR]]

The principal amount of the obligation is as follows: {BAL\_PRINCIPAL}.

[[CR]]

The Loan is paid through {PYMNT\_LASTDTEAPPLIED}; the date of your last payment was {PYMNT\_LASTDTERECEIVED}.

[[CR]]

The current interest rate on your Loan is {IR\_ANNUALAPR}. Interest is charged on the unpaid principal balance in accordance with the terms of your Note.

[[CR]]

The date your interest rate will next adjust is: IF {IR\_ADJUSTDTE} = “” THEN [The interest rate does not adjust.] ELSE [{IR\_ADJUSTDTE}].

[[CR]]

IF {PPP\_INDICATOR} = “Yes” THEN [Your Loan may be subject to a pre-payment fee. To obtain the fee amount, please contact {SVR\_SHORTNAME} at {SVR\_CORPPHONE}.] ELSE [Your Loan is not subject to a pre-payment fee.]

[[CR]]

Under the terms of the Note and Security Instrument, late fees are charged for any missed payment. The amount of the late fee charged is set forth in the Note and subject to limitations by state law as applicable.

[[CR]]

In addition to the information above, you may request a copy of your Note, Security Instrument, any assignments, and payment history for the period of time that you were last less than sixty calendar days past due.

[[CR]]]]

IF {UNDISB\_FUNDS} ≠ “” THEN [[Undispersed renovation funds are in the amount of {UNDISB\_FUNDS}.

[[CR]]]]

**You have a right to cure the default. To cure the default, you must pay the total amount past due of {DELQ\_TOTALDUE} by** IF {PROP\_STATE} = “MA” AND {MABREACH\_FLG} ≠ “True” THEN [[**dateadd(“d”,{MCDS\_SLADATE},90)**]]ELSE [[**{MCDS\_CUREDTE}**]] **(or if said date falls on a Saturday, Sunday, or legal holiday, then on the first business day thereafter).** The total amount due does not include any amounts that become due after the date of the notice. IF {PROP\_STATE} IN (“NM”, “GA”, “IL”, “KY”, “TN”) THEN [[If you cure the default on or after the next payment due date an additional regular monthly payment will need to be added to the amount required to cure the default above. In addition, if you are late in making the next regular monthly payment, you will incur an additional late fee, in accordance with the documents governing the loan, which also must be added to the amount required to cure the default above.]] IF {PROP\_STATE} = “ME” THEN [[]] ELSE [[Please note any additional monthly payments, late charges and other charges that may become due under the Note, Security Instrument and applicable law after the date of this notice must also be paid to bring your Loan current. You may contact us at {SVR\_CORPPHONE} to obtain updated payment information.]] This letter is in no way intended as a payoff statement for your Loan, it merely states an amount necessary to cure the current default.

[[CR]]

Payment must be made by IF {SVR\_PYNMTTYPE} = “True” THEN [[cashier’s]] check or money order, payable to {SVR\_FULLNAME}, and sent to the address below. Please include your Loan number and the Property address with your payment and send to:

[[CR]]

{GBL\_SVR\_PYMNTADDBLOCK}

[[CR]]

{GBL\_SVR\_PYMTOVNGTADDBLOCK}

[[CR]]

IF {PROP\_STATE} = “NJ” THEN [[At any time after default, you may have the right to transfer the Property to another person, subject to the security interest, and that person may have the right to cure the default as provided in this act, if the terms of mortgage documents allow.

[[CR]]]]

IF {PROP\_STATE} NOT IN (“NM”, “IL”) THEN [[{SL\_TILA\_1026.36}

[[CR]]]]

Please note that your right to cure this default, as referenced in this letter, does not suspend your payment obligations under the Note. Pursuant to the terms of the Note, the next installment payment is still due on {DELQ\_PYMNTDUEDTE}.

[[CR]]

IF {PROP\_STATE} = “TX” THEN [[Failure to cure the default on or before {MCDS\_CUREDTE} will result in acceleration of the sums secured by the Security Instrument and sale of the Property. If the default is not cured on or before {MCDS\_CUREDTE} deadline, {SVR\_SHORTNAME} at its option will require immediate payment in full of all sums secured by the Security Instrument without further demand and may invoke the power of sale and any other remedies permitted by applicable law.]]

ELSE

[[Failure to cure the default on or before IF {PROP\_STATE} = “MA” AND {MABREACH\_FLG} ≠ “True” THEN[**dateadd(“d”,{MCDS\_SLADATE},90)**]ELSE [**{MCDS\_CUREDTE}**] may result in acceleration of the sums secured by the Security Instrument IF {PFB\_JUDICIALFLG} = “True” THEN [, foreclosure by judicial proceeding, and sale of the property.] ELSE [and sale of the Property.] If the default is not cured on or before IF {PROP\_STATE} = “MA”AND {MABREACH\_FLG} ≠ “True” THEN [**dateadd(“d”,{MCDS\_SLADATE},90)**]ELSE [**{MCDS\_CUREDTE}**], {SVR\_SHORTNAME} at its option may require immediate payment in full of all sums secured by the Security Instrument without further demand and may IF {PFB\_JUDICIALFLG} = “True” THEN [foreclose the Security Instrument by judicial proceeding and any other remedies permitted by applicable law.] ELSE [invoke the power of sale and any other remedies permitted by applicable law.] IF {PROP\_STATE} = “SC” THEN [{SVR\_SHORTNAME} may repossess any property held as collateral for this transaction and has the right, in many instances, to hold you personally responsible for any difference between the amount the property brings in a sale and the balance due us on the credit transaction in question.]]]

[[CR]]

You have the right to reinstate your Loan after acceleration, pursuant to and subject to the provisions and limitations of your Note and Security Instrument. IF {PFB\_JUDICIALFLG} = “True” THEN [[You also have the right to assert in the foreclosure proceeding the non-existence of a default or any other defense you may have to acceleration and sale.]] ELSE [[You also have the right to bring a court action to assert the non-existence of a default or any other defense you may have to acceleration and sale.]] IF {PFB\_FNMA\_FLG} = “True” AND {GSE\_FULLNAME} = “Fannie Mae” AND ({BK\_STATUS} ≠ (“Discharged”) AND {BK\_TYPECDE} = “7”) THEN [[{SVR\_DEFICIENCYJUDGMENT}]] In addition, you may have other rights under State or Federal Law, or under the loan documents. {PFB\_NUCTEXT}.

[[CR]]

IF {SL\_REGX\_1024.39i \_SUPPR\_FLG} = “True” THEN [[]] ELSE {DISC\_SL\_REGX\_1024.39i }

[[CR]]]]

IF {PROP\_STATE} = “ME” THEN [[Our {MCDS\_LM\_DEPTNAME}’s address is: IF {SVR\_LMADDR1} ≠ “” THEN [{SVR\_LMADDR1}IF {SVR\_LMADDR2} ≠ THEN [, {SVR\_LMADDR2}] {SVR\_LMCITY}, {SVR\_LMSTATE} {SVR\_LMZIP}.] ELSE [{SVR\_CORPADDR1}IF {SVR\_CORPADDR2} ≠ THEN [, {SVR\_CORPADDR2}] {SVR\_CORPCITY}, {SVR\_CORPSTATE} {SVR\_CORPZIP}.]

[[CR]]]]

IF {PROP\_STATE} = “DE” THEN [[The enclosed Information on Avoiding Foreclosure outlines additional loss mitigation options which may be available to you. These may include programs and counseling services other than the Delaware DEMAP program, which may be available. If you have questions about any of the items contained in this notice, including assistance with the loss mitigation options which may be available to you, or need any additional information, please contact {MCDS\_SPOC\_CONTACTINFO}.]] ELSE [[For additional information on foreclosure prevention alternatives offered by, or through, {SVR\_SHORTNAME}, please refer to the enclosed “Information on Avoiding Foreclosure”.

[[CR]]]]

{SL\_REGX\_1024\_39v}

[[CR]]

IF {PROP\_STATE} = “CA” THEN

[[You may request from us the following documents:

[[CR]]

* A copy of the promissory notes or other evidence of indebtedness;
* A copy of the deed of trust or mortgage;
* A copy of any assignments of the mortgage or deed of trust;
* A copy of your payment history since you were last less than sixty (60) days past due.

[[CR]]]]

IF {PROP\_STATE} = “CO” THEN

[[You may also contact the Colorado Foreclosure Hotline at 1-877-601-HOPE (4673).

[[CR]]

Under Section 6-1-1107, C.R.S., it is illegal for any person acting as a foreclosure consultant to charge an up-front fee or deposit to the borrower for services related to the foreclosure.

[[CR]]]]

IF {PROP\_STATE} = “ME” THEN

[[A list of government approved homeownership counseling agencies operating to assist borrowers in Maine can be found at the end of this notice.

[[CR]]

Where mediation is available under state law (14 MRSA §6321-A), you may request mediation to explore options for avoiding foreclosure judgment.

[[CR]]]]

IF{PROP\_STATE} = “MS” THEN

[[A list of government approved homeownership counseling agencies operating to assist borrowers in Mississippi can be found at the end of this notice.

[[CR]]

The address, telephone number, and other contact information for the consumer complaint section of the Mississippi Department of Banking and Consumer Finance is:

[[CR]]

Mississippi Department of Banking and Consumer Finance

Consumer Complaint Section

P.O. Box 12129

Jackson, MS 39236-2129

Phone: 1-601-321-6901

Toll Free: 1-800-844-2499

Fax: 1-601-321-6933

Website: <https://dbcf.ms.gov/>

[[CR]]]]

IF {PROP\_STATE} = “NV” THEN [[A list of government approved homeownership counseling agencies operating to assist borrowers in Nevada can be found at the end of this notice.

[[CR]]]]

IF {PROP\_STATE} = “NC” THEN [[If you prefer, you may contact {SVR\_SHORTNAME} by mail to discuss consumer assistance programs, our address is {SVR\_FULLNAME}, {SVR\_CORRADDR1}IF {SVR\_CORRADDR2} ≠ “” THEN [, {SVR\_CORRADDR2}], {SVR\_CORRCITY} {SVR\_CORRSTATE}, {SVR\_CORRZIP}. Please include your Loan number and the Property address with your correspondence.

[[CR]]

A list of government approved homeownership counseling agencies operating to assist borrowers in North Carolina can be found at the end of this notice. The North Carolina Housing Finance Agency offers additional foreclosure prevention options. You can learn more about these options by calling the State Home Foreclosure Prevention Project at 1-888-442-8188, Monday through Friday, 9:00 a.m. to 5:00 p.m. Eastern standard time. You may also visit the website at <https://www.nchfa.com/current-homeowners/are-you-struggling-pay-your-mortgage>. If you prefer to reach them by mail or in person, their contact information is:

[[CR]]

|  |  |
| --- | --- |
| Mailing Address:  NC Foreclosure Prevention Project North Carolina Housing Finance Agency P.O. Box 28066 Raleigh, NC 27611-8066 | Street Address:  NC Foreclosure Prevention Project North Carolina Housing Finance Agency 3508 Bush Street Raleigh, NC 27609-7509 |

[[CR]]]]

IF {SL\_SCRA\_3953\_SUPPR\_FLG} = “True” THEN [[]] ELSE [[{DISC\_SL\_SCRA\_3953}

[[CR]]]]

IF {PROP\_STATE} = “CT” THEN

[[**Emergency Mortgage Assistance Program**

[[CR]]

Please be advised that under Section 8-265ee of the Connecticut General Statutes, as amended, you have sixty (60) days from the date of this letter to: 1) have a face-to-face meeting, telephone or other conference acceptable to the Connecticut Housing Finance Authority with {SVR\_SHORTNAME} or a face-to-face meeting with a consumer credit counseling agency to attempt to resolve the delinquency or default by restructuring the Loan payment schedule or otherwise, and 2) contact the Connecticut Housing Finance Authority, whose address is 999 West Street, Rocky Hill, Connecticut 06067 and telephone number is 1-860-571-3500 or 1-877-571-2432, to obtain information and apply for emergency mortgage assistance payments if you and {SVR\_SHORTNAME} are unable to resolve the delinquency or default. Enclosed is the Notice of Community-Based Resources for Connecticut Homeowners in Foreclosure.

[[CR]]]]

IF {PROP\_STATE} = “NV” THEN

[[If you are a federal worker, tribal worker, state worker or a household member or landlord of such a worker, you may be entitled to certain protections under Nev. Rev. Stat. § 40.4395.

[[CR]]

Based on above described default under the terms of the documents creating and securing your Loan, {SVR\_SHORTNAME} IF {LNDR\_SUPPR\_FLG} ≠ “True” AND {LNDR\_FULLNAME} ≠ “” AND ≠ {SVR\_FULLNAME} AND ≠ {SVR\_SHORTNAME} THEN [the servicer (“Servicer”) of the above-referenced loan (“Loan”), on behalf of {LNDR\_FULLNAME} (“Lender”),] has the right to cause the trustee to exercise the trustee’s power of sale pursuant to Nev. Rev. Stat. § 107.080 or to commence a civil action for the recovery of any debt, or for the enforcement of any right, under a residential mortgage loan that is not barred by Nev. Rev. Stat. § 40.430.

[[CR]]

You have the right to request a copy of the promissory note, the deed of trust, and assignment(s) of the deed of trust that authorize the mortgage servicer or the beneficiary of the deed of trust to cause the trustee to exercise the trustee’s power of sale pursuant to Nev. Rev. Stat. § 107.080 or to commence a civil action for the recovery of any debt, or for the enforcement of any right, under a residential mortgage loan that is not barred by NRS 40.430. You also have the right to request a payment history from the time you were less than sixty (60) calendar days past due.

[[CR]]]]

IF {PROP\_STATE} = “IL” THEN

[[The following disclosure is applicable for loans that meet the definition of a “high risk home loan” under the Illinois High Risk Home Loan Act: YOUR LOAN IS OR WAS MORE THAN 30 DAYS PAST DUE. YOU MAY BE EXPERIENCING FINANCIAL DIFFICULTY. IT MAY BE IN YOUR BEST INTEREST TO SEEK APPROVED CREDIT COUNSELING. A LIST OF APPROVED CREDIT COUNSELORS MAY BE OBTAINED FROM EITHER THE ILLINOIS DEPARTMENT OF FINANCIAL INSTITUTIONS OR THE ILLINOIS OFFICE OF BANKS AND REAL ESTATE.

[[CR]]]]

IF {PROP\_STATE} = “NJ” THEN

[[It may be possible to save your home with FREE housing counseling and the Foreclosure Mediation Program. You are entitled to free housing counseling through the Foreclosure Mediation Program. The New Jersey Judiciary’s Foreclosure Mediation Program is available to assist all qualifying homeowners. To get more information and download forms for the Foreclosure Mediation Program online at: www.njcourts.gov or call the Office of the Clerk of the Superior Court Customer Assistance Center at 1-609-421-6100. We have enclosed additional information on the Foreclosure Mediation Program.

[[CR]]

Obtaining the assistance of a trained foreclosure prevention and default mitigation counselor is a prerequisite to participation in the mediation program. You are not required to pay any fees to participate in the mediation program.

[[CR]]

Es posible salvar su hogar con asesoramiento de vivienda GRATUITO y el Programa de Mediación de Ejecuciones Hipotecarias. El Programa de Mediación de Ejecuciones Hipotecarias del Poder Judicial de Nueva Jersey está disponible para ayudar a todos los propietarios que califiquen. Para obtener más información, y descargar los formularios para el Programa de Mediación de Ejecuciones Hipotecarias, ingrese a: njcourts.gov/courts/superior/foreclosure.html o llame al Centro de Asistencia al Cliente de la Oficina de la Secretaria del Tribunal Superior al 1-609-421-6100. Hemos adjuntado información adicional sobre el Programa de Mediación de Ejecuciones Hipotecarias.

[[CR]]

Obtener la asistencia de un asesor capacitado en prevención de ejecución hipotecaria y reducción de mora es un prerrequisito para participar en el programa de mediación. No está obligado a pagar ninguna tarifa para participar en el programa de mediación.

[[CR]]

If the property is subject to restrictions on affordability, a municipal affordable housing liaison may have been appointed. You can obtain the liaison’s address and phone number by contacting the New Jersey Housing and Mortgage Finance Agency at (609) 278-7400 or by mail at 637 South Clinton Avenue, Trenton, NJ 08611.

[[CR]]

You are hereby advised to seek counsel from an attorney of your own choosing concerning your residential mortgage default situation, and that, if you are unable to obtain an attorney, you may communicate with the New Jersey Bar Association or Lawyer Referral Service in the county in which the Property securing the mortgage Loan is located; and that, if you are unable to afford an attorney, you may communicate with the Legal Services Office in the county in which the Property is located. A list of New Jersey Lawyer Referral Services has been included to obtain information about the programs available to you.

[[CR]]

You are hereby advised that there may be financial assistance available to help you cure your default through programs operated by the State or Federal government or non-profit organizations, as identified by the New Jersey Commissioner of Banking and Insurance. A list of New Jersey Counseling Entities has been included to obtain information about the programs available to you.

[[CR]]

If the Property has between two and four dwelling units, one of which was occupied by you or a member of your immediate family at the time of origination, and meets the necessary conditions for receivership under the “Multifamily Housing Preservation and Receivership Act” (N.J.S.A. 2A:42-117), then {SVR\_SHORTNAME} will be required to file an Order to Show Cause to appoint a receiver for the Property.

[[CR]]

IF {LHR\_LIENPOSITION} = “Subordinate” THEN [If you do not cure the default, it is our intention to bring a lawsuit to enforce the terms of the Note/Security Instrument.

[[CR]]]

After the filing of the foreclosure complaint, you still have the right to participate in the Foreclosure Mediation Program by initiating mediation in accordance with court rules.

[[CR]]

You also have the right to cure the default following the commencement of the foreclosure proceedings, but you will be responsible for the lender's court costs and attorneys' fees in an amount not to exceed that amount permitted pursuant to the Rules Governing the Courts of the State of New Jersey.

[[CR]]]]

If you disagree with the assertion that the Loan is in default, or if you disagree with the calculation of the total amount past due required to cure the default, you may contact us by calling {SVR\_CORPPHONE}IF {SVR\_TDDPHONE} ≠ “” THEN [[ ({SVR\_TDDPHONE} (TDD))]]. If you prefer to reach us by mail, please include your Loan number and the Property address with your question(s), and send to:

[[CR]]

{GBL\_DISPUTEADDBLOCK}

[[CR]]

If you have questions about any of the items contained in this notice, or need any additional information, please contact {MCDS\_SPOC\_CONTACTINFO}.

[[CR]]

IF {PROP\_STATE} = “NY” THEN [[{GBL\_NY\_LANGSVCS}

[[CR]]]]

IF {PROP\_STATE} =”MS” THEN [[This notice is being sent pursuant to Mississippi Code at least forty-five (45) days prior to the power-of-sale foreclosure auction.

[[CR]]]]

This matter is very important. Please give it your immediate attention.

[[CR]]

[[CR]]

Sincerely,

[[CR]]

{MCDS\_VALE\_PFCBBLOCK}

[[CR]]

IF {PROP\_STATE} = “NJ” THEN [[{SL\_NJ\_DISC1}

[[CR]]]]

IF {SVR\_VARIABLEPARAGRAPH1} ≠ “” THEN [[{SVR\_VARIABLEPARAGRAPH1}

[[CR]]

[[CR]]]]

Enclosure: Information on Avoiding Foreclosure

Additional Statutory Required Disclosures

IF {PROP\_STATE} IN (“HI”, “ME”, “MS”, “NV”, “NC”) THEN [[HUD Approved Housing Counselors List]]

IF {PROP\_STATE} = “CT” THEN [[Connecticut Foreclosure Mediation Notice of Community-Based Resources]]

IF {PROP\_STATE} = “DE” THEN [[Request for Financial Information

Delaware DEMAP Agencies

12-Month Accounting of Mortgage Obligation]]

IF {PROP\_STATE} = “NM” THEN [[Homeowner Help Resources]]

IF {PROP\_STATE} = “NJ” THEN [[New Jersey Lawyer Referral Services List

List of Agencies Providing Assistance

Foreclosure Mediation Availability Notice - English

How to Apply for Foreclosure Mediation - English

Foreclosure Mediation Availability Notice - Spanish

How to Apply for Foreclosure Mediation – Spanish]]

[[PAGE BREAK]]

IF {PROP\_STATE} = “WV” THEN

[[On behalf of {SVR\_SHORTNAME}, I hereby certify that the notice of the consumer’s right to cure default on which this certification appears was mailed on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, to the person whose name appears herein at the address set forth above.

[[CR]]

[[CR]]

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Signature)

[[CR]]

[[CR]]

STATE OF COLORADO )

COUNTY OF DENVER )

[[CR]]

[[CR]]

On \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ before me \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, personally appeared \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

[[CR]]

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

[[CR]]

[[CR]]

WITNESS my hand and official seal.

[[CR]]

[[CR]]

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Notary Public]]