



P.O. Box 610790
Dallas, TX 75261

A Subservicer for USAA Federal Savings Bank

April 29, 2019

Act now to get the help you need!

**JOSHUA PETERS and LISA PETERS
104 WINTER FROST
CIBOLO, TX 78108**

Loan No.: **85304012**
Property Address: **104 WINTER FROST
CIBOLO, TX 78108**

Dear **JOSHUA PETERS and LISA PETERS**

Congratulations! You are eligible for a Modification. If we receive your trial payments as required, timely receive two copies of the fully executed Modification Agreement and you have met any other requirements set forth in the final Modification Agreement, we will modify your mortgage loan and waive all prior late charges that remain unpaid.

In order for this modification offer to become enforceable, we must receive the trial payments set forth in the trial approval letter. If we do not receive any trial payments when due, the modification offer is automatically terminated and we will not permanently modify the loan.

The enclosed Modification Agreement ("Modification Agreement") reflects the proposed terms of your modified mortgage.

How to Accept This Offer:

- **Make all remaining trial period payments** on or before the dates they are due. If the trial period payments are made after their due dates or in amounts different from the trial period payment amount required, your mortgage loan will not be modified.
- Sign and return both original Modification Agreements in the enclosed pre-paid envelope so they are received by us on or before **May 29, 2019**.
- We encourage you to make a copy of all documents for your records. We will send you a copy of the final Modification Agreement signed by us, but in the meantime, we suggest you keep a copy for your records.
- If we do not receive both copies of the signed original Modification Agreements by the above date, you must contact us if you still wish to be considered for this program and to have your loan modified.

For your convenience, we are also enclosing information about our AutoPay program, which, if you are eligible for the program and choose to participate, would enable you to have your monthly mortgage payments automatically deducted from the checking or savings account of your choice.

THE FOLLOWING DISCLOSURE IS MADE PURSUANT TO THE REQUIREMENTS OF THE FAIR DEBT COLLECTION PRACTICES ACT OR OTHER LAW OR REGULATION: NATIONSTAR IS A DEBT COLLECTOR. THIS DOCUMENT IS AN ATTEMPT TO COLLECT A DEBT, AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE. NOTE: IF YOUR OBLIGATION HAS BEEN DISCHARGED IN BANKRUPTCY, IS SUBJECT TO THE AUTOMATIC STAY OR IS PROVIDED FOR IN A CONFIRMED PLAN, THIS COMMUNICATION IS FOR REGULATORY COMPLIANCE AND/OR INFORMATIONAL PURPOSES ONLY, AND DOES NOT CONSTITUTE AN ATTEMPT TO COLLECT A DEBT OR TO IMPOSE PERSONAL LIABILITY FOR SUCH OBLIGATION.

IF YOU ARE A SUCCESSOR IN INTEREST (RECEIVED THE PROPERTY FROM A RELATIVE THROUGH DEATH, DEVISE, OR DIVORCE, AND YOU ARE NOT A BORROWER ON THE LOAN) THAT HAS NOT ASSUMED, OR OTHERWISE BECOME OBLIGATED ON THE DEBT, THIS COMMUNICATION IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT AN ATTEMPT TO COLLECT A DEBT FROM YOU PERSONALLY.



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P.O. Box 610790
Dallas, TX 75261

A Subservicer for USAA Federal Savings Bank

If you have any questions, your Member Assistance Specialist is **Mark Scally** and can be reached at **480-378-5383** or via mail at the address listed above. Our hours of operation are Monday through Friday from 7 a.m. to 7 p.m. (CT) and Saturday from 7 a.m. to 3 p.m. (CT).

Please complete your trial period payments before the due dates, and we look forward to receiving both copies of the signed Modification Agreement no later than **May 29, 2019**.

Sincerely,

Nationstar Mortgage LLC

Subservicer for USAA Federal Savings Bank



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P.O. Box 610790
Dallas, TX 75261

A Subservicer for USAA Federal Savings Bank

Nationstar Mortgage LLC (Nationstar) performs servicing duties for your loan account. Nationstar's licensing information, as well as other important information, is listed below:

Hawaii Residents: If you believe a loss mitigation option request has been wrongly denied, you may file a complaint with the state division of financial institutions at 808-586-2820 or <http://cca.hawaii.gov/dfi/>.

New York Residents: Nationstar Mortgage LLC is licensed by the New York City Department of Consumer Affairs License Number: 1392003. If you believe a Loss Mitigation request has been wrongly denied, you may file a complaint with the New York State Department of Financial Services at 1-800-342-3736 or www.dfs.ny.gov.

New York Residents Income Disclosure: If a creditor or debt collector receives a money judgment against you in court, state and federal laws may prevent the following types of income from being taken to pay the debt: supplemental security income (SSI); social security; public assistance (welfare); spousal support, maintenance (alimony) or child support; unemployment benefits; disability benefits; workers' compensation benefits; public or private pensions; veterans' benefits; federal student loans, federal student grants, and federal work study funds; and ninety percent of your wages or salary earned in the last sixty days.

Oregon Residents: There are government agencies and nonprofit organizations that can give you information about foreclosure and help you decide what to do. For the name and telephone number of an organization near you, please call 211 or visit www.oregonhomeownersupport.gov. If you need help finding a lawyer, consult the Oregon State Bar's Lawyer Referral Service online at www.oregonstatebar.org or by calling 503-684-3763 (in the Portland metropolitan area) or toll-free elsewhere in Oregon at 800-452-7636. Free legal assistance may be available if you are very low income. For more information and a directory of legal aid programs, go to www.oregonlawhelp.org. Residential mortgage loan servicers are regulated by the Oregon Division of Financial Regulation. To file a complaint, call (866) 814-9710 or visit <https://dfr.oregon.gov>.

North Carolina Residents: Nationstar Mortgage LLC d/b/a Mr. Cooper is licensed by the North Carolina Commissioner of Banks, Mortgage Lender License L-103450. Nationstar Mortgage LLC d/b/a Mr. Cooper is also licensed by the North Carolina Department of Insurance, Permit Numbers: 105369 (8950 Cypress Waters Blvd., Dallas, TX 75019), 112715 (4000 Horizon Way, Irving, TX 75063), 105368 (2501 S. Highway 121 Business, Ste. 100, Lewisville, TX 75067), 111828 (2501 South Price Road, Ste. 105, Chandler, AZ 85286), 112954 (110 Triple Creek Drive, Ste. 10, Longview, TX 75601), 113359 (1600 East St. Andrew Place, Ste. 100, Santa Ana, CA 92705), 113470 (2780 Lake Vista Drive, Lewisville, TX 75067) and 113471 (800 State Highway 121 Bypass, Lewisville, TX 75067). If you believe a Loss Mitigation request has been wrongly denied, you may file a complaint with the North Carolina Office of the Commissioner of Banks website www.nccob.gov.

Texas Residents: COMPLAINTS REGARDING THE SERVICING OF A MORTGAGE SHOULD BE SENT TO THE DEPARTMENT OF SAVINGS AND MORTGAGE LENDING, 2601 NORTH LAMAR, SUITE 201, AUSTIN, TX 78705. A TOLL-FREE CONSUMER HOTLINE IS AVAILABLE AT 877-276-5550. A complaint form and instructions may be downloaded and printed from the Department's website located at www.sml.texas.gov or obtained from the department upon request by mail at the address above, by telephone at its toll-free consumer hotline listed above, or by email at smlinfo@sml.texas.gov.



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PO Box 610790
Coppell, TX 75019

A Subservicer for USAA Federal Savings Bank

STATE DISCLOSURES

Texas Residents: COMPLAINTS REGARDING THE SERVICING OF A MORTGAGE SHOULD BE SENT TO THE DEPARTMENT OF SAVINGS AND MORTGAGE LENDING, 2601 NORTH LAMAR, SUITE 201, AUSTIN TX 78705. A TOLL-FREE CONSUMER HOTLINE IS AVAILABLE AT 877-276-5550. A complaint form and instructions may be downloaded and printed from the Department's website located at www.sml.texas.gov or obtained from the department upon request by mail at the address above, by telephone at its toll-free consumer hotline listed above, or by email at smlinfo@sml.texas.gov.



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Closing and Signing Requirements

PLEASE CAREFULLY FOLLOW THE INSTRUCTIONS BELOW to ensure we can complete your modification:

- All closing documents **MUST** be signed in **BLACK** ink.
- **You must sign your name exactly as your name is printed. If your name is incorrect, please contact our Member Assistance Department at 855-480-9828 and advise us.**
- Borrowers must sign the Modification Agreement on the lines marked with the Borrower names.
- Absolutely **NO WHITE-OUT** on any document. If you make an error, cross through the error and resign or re-print the information.
- **All documents must be in recordable form. If anything is missing or not signed, the documents will be returned to you.**

We must receive both sets of the original executed documents by the date specified in the Modification cover letter. We will send you a copy of the final Modification Agreement signed by us, but in the meantime, we suggest you keep a copy for your records.



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A Subservicer for USAA Federal Savings Bank

PO Box 610790
Dallas TX 75261

Loan Number: **85304012**

Borrower(s): **JOSHUA PETERS and LISA PETERS**

Lender Name: **USAA Federal Savings Bank, serviced by Nationstar Mortgage LLC**

Lender Address: **8950 CYPRESS WATERS BLVD., SUITE B, COPPELL, TX 75019**

Property Address: **104 WINTER FROST, CIBOLO, TX 78108**

1. Please sign and have the documents notarized.
2. Please call your Member Assistance Specialist with any questions.
3. Please overnight the documents to:
Government Division
8950 CYPRESS WATERS BLVD., SUITE B,
COPPELL, TX 75019

*Note that your modification will not be processed unless we receive the original documents by the due date. If there will be any delays, please contact Loss Mitigation at **855-480-9828**.

*Note P&I on the modification will be **\$324.44**. The estimated escrow will be **\$0.00**. The total estimated payment will be **\$324.44**.

Thank you,

Nationstar Mortgage LLC
Subservicer for USAA Federal Savings Bank

THE FOLLOWING DISCLOSURE IS MADE PURSUANT TO THE REQUIREMENTS OF THE FAIR DEBT COLLECTION PRACTICES ACT OR OTHER LAW OR REGULATION: NATIONSTAR IS A DEBT COLLECTOR. THIS DOCUMENT IS AN ATTEMPT TO COLLECT A DEBT, AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE. NOTE: IF YOUR OBLIGATION HAS BEEN DISCHARGED IN BANKRUPTCY, IS SUBJECT TO THE AUTOMATIC STAY OR IS PROVIDED FOR IN A CONFIRMED PLAN, THIS COMMUNICATION IS FOR REGULATORY COMPLIANCE AND/OR INFORMATIONAL PURPOSES ONLY, AND DOES NOT CONSTITUTE AN ATTEMPT TO COLLECT A DEBT OR TO IMPOSE PERSONAL LIABILITY FOR SUCH OBLIGATION.

IF YOU ARE A SUCCESSOR IN INTEREST (RECEIVED THE PROPERTY FROM A RELATIVE THROUGH DEATH, DEVISE, OR DIVORCE, AND YOU ARE NOT A BORROWER ON THE LOAN) THAT HAS NOT ASSUMED, OR OTHERWISE BECOME OBLIGATED ON THE DEBT, THIS COMMUNICATION IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT AN ATTEMPT TO COLLECT A DEBT FROM YOU PERSONALLY.



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AGREEMENT TO MAINTAIN ESCROW ACCOUNT

WHEREAS, JOSHUA PETERS and LISA PETERS ("Borrower") desires USAA Federal Savings Bank, serviced by Nationstar Mortgage LLC ("Lender") to collect payments from Borrower to be held by Lender for the payment of certain sums due in connection with Borrower's Note and Security Instrument, dated _____, _____, (hereinafter referred to as "Note" and "Security Instrument" respectively) currently held by Lender;

NOW THEREFORE, in consideration of the foregoing and the mutual covenants contained in this Agreement ("Agreement"), Borrower agrees to pay Lender, on the day Periodic Payments are due under the Note, until the Note is paid in full, or the Escrow Account is otherwise terminated pursuant to this Agreement or in accordance with applicable law, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over the Security Instrument as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under the Security Instrument; and (d) Mortgage Insurance Premiums, if any, or any sums payable by Borrower to Lender in lieu of the payment of Mortgage Insurance premiums. These items are called "Escrow Items." In the event that Borrower receives bills, assessments, invoices, or other requests for payment of Escrow Items, Borrower shall promptly furnish to Lender all such notices.

Borrower shall pay Lender the Funds for Escrow Items unless this Agreement is terminated either by Lender, or pursuant to applicable law. In the event of termination, Borrower shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. In the event Borrower is obligated to pay Escrow Items directly, and Borrower fails to pay the amount due for an Escrow Item, Lender may pay such amount in accordance with the terms of the Note and Security Instrument and Borrower shall then be obligated to repay Lender any such amount. Additionally, if Borrower is obligated to pay Escrow Items directly, and Borrower fails to pay the amount due for an Escrow Item, Lender may, in accordance with applicable law, require Borrower to maintain an Escrow Account.

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

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

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items no later than the time period specified under RESPA. Lender shall not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Unless agreed to in writing or applicable law requires interest to be paid on the Funds, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds as required by RESPA.

If there is a surplus of Funds held in escrow, as defined under RESPA, Lender shall account to Borrower for the excess funds in accordance with RESPA. If there is a shortage of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to



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AGREEMENT TO ESTABLISH ESCROW ACCOUNT 11/12



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Loan No.: 85304012

Borrower: JOSHUA PETERS and LISA PETERS

Lender the amount necessary to make up the shortage in accordance with RESPA. 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 or termination of this Agreement, Lender shall promptly refund to Borrower any Funds held by Lender.

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

JOSHUA PETERS -Borrower

Date: _____

LISA PETERS -Borrower

Date: _____



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AGREEMENT TO ESTABLISH ESCROW ACCOUNT 11/12



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P O Box 610788
Dallas, TX 75261

A Subservicer for USAA Federal Savings Bank

AutoPay Authorization Form

I hereby authorize Nationstar Mortgage LLC ("Nationstar"), subservicer for USAA Federal Savings Bank ("USAA"), and their respective successors, assigns, and service providers (collectively referred to as "Nationstar" or "Nationstar Mortgage") to initiate automatic, recurring debit entries once per month equal to the required monthly payment amount of principal and interest specified in my loan documents and recent billing statement (including applicable optional insurance, and escrows) from my checking or savings account at my financial institution (such automatic payments referred to as ("AutoPay"). There is no fee to have my monthly loan payment debited from my account. I acknowledge that the origination of debit transactions to my account must comply with the provisions of U.S. law. I acknowledge that Nationstar may disclose information to third parties about my account or the transfers I make where it is necessary for completing transfers, to verify the existence or condition of my account, to comply with government agency or court orders, or as otherwise required or permitted by applicable law, or if I give my written permission. I acknowledge that I am granting this authorization voluntarily, not as a required condition of my loan, and that I may terminate it by following the instructions below.

Payment transaction will be made monthly on this day (select one):

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

Or enter another day of the month when you would like your account drafted:*

*The date that you choose must be within your grace period or your request to set up AutoPay will be denied.

When your selected date falls on a weekend or holiday, the debit entry will occur on the following business day.

☐ Optional: I elect to have an amount drafted that is greater than my monthly payment including applicable optional insurance and/or escrows. I understand that additional amounts will be applied as principal subject to payment of all past due amounts. I understand that a recurring draft may only occur once per month for an amount not to exceed \$99,999.00. Additional draft amount: \$_____.

If I have an adjustable rate mortgage (ARM) loan, my principal and interest may vary with changes to my interest rate. Additionally, if I have a loan that is escrowed for taxes and/or insurance, my total monthly payment amount may vary with changes to my escrow payments. I understand that Nationstar will send me a written notice that reflects my changed payment amount at least 10 days before my next scheduled due date.



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P O Box 610788
Dallas, TX 75261

A Subservicer for USAA Federal Savings Bank

This authority is voluntary and will remain in effect until I notify Nationstar of my desire to cancel at least 3 business days prior to the next payment draft date or until I receive written notification from Nationstar. I also have the right to stop payment by notifying my financial institution either verbally or in writing at least 3 business days before the next payment draft date. I understand that if I stop a payment, I am terminating Autopay and my monthly loan payments will no longer be debited from my account.

I understand I may be assessed a fee for a payment returned unpaid. If your payment is returned unpaid, we may choose to collect such fee electronically, and if we choose to do so, you authorize us to make a one-time electronic fund transfer from your account to collect a fee of up to \$30.00.

I also understand I may be assessed a late charge for a missed payment or a payment that is paid after the date it is due (including after any grace period). If your payment is late, we may choose to collect such late charge electronically, and if we choose to do so, you authorize us to make a one-time electronic fund transfer from your account to collect such late charge in accordance with your loan documents.

*Please allow 30 business days for the processing of your authorization form. Please continue to make your payments until you are notified in writing when the first debit entry will begin. Once payments begin, you will receive a monthly account statement showing the amount debited for your loan payment unless there are no transfers in a particular month.

In case of errors or questions about your electronic loan payment, please call us at 855-430-8489. Our hours of operation are Monday through Friday from 7 a.m. to 7 p.m. (CT) and Saturday from 7 a.m. to 3 p.m. (CT). You may also write to us at:

Nationstar Mortgage LLC
Subservicer for USAA Federal Savings Bank
Attn: Notice of Error/Information Request
PO Box 610788
Dallas, TX 75261

**ATTACH CHECK
THEN MAIL**

Please complete this entire form, sign and date it, and mail or fax it back to Nationstar Mortgage to the following:

Nationstar Mortgage LLC
Subservicer for USAA Federal Savings Bank
Attention: Member Assistance
P.O. Box 610788
Dallas, TX 75261
Fax: 972-966-4930



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P O Box 610788
Dallas, TX 75261

A Subservicer for USAA Federal Savings Bank

Please attach a voided check or deposit slip to this form and ensure that the deposit slip reflects your bank account and routing number. Also, please note that we cannot accept temporary checks.

- ✓ Include a completed copy of this authorization form.
- ✓ Please keep the included copy of this authorization form for your records.
- ✓ Please locate these numbers on your check and enter them into the fields at the bottom of this form. To avoid delays in processing your authorization form, please be sure to confirm that these numbers are accurate.

Deposit Account Information for Autopay

Account Type: ☐ Checking ☐ Savings ☐ Money Market

Account Number: _____

ABA Routing Number: _____

Financial Institution's Name: _____

Account Holder's Name: _____

Account Holder's Signature: _____

Date: _____

Loan Number: _____

Property Address: _____



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After Recording, Mail To:
Nationstar Mortgage LLC
8950 CYPRESS WATERS BLVD
COPPELL, TX 75019

This Document Prepared By:

Nationstar Mortgage LLC,
Subservicer for USAA Federal
Savings Bank
8950 CYPRESS WATERS BLVD.,
SUITE B
COPPELL, TX 75019

Parcel ID Number:

_____[Space Above This Line For Recording Data]_____
Original Loan Amount: **\$37,800.00** Loan No.: **85304012**

LOAN MODIFICATION AGREEMENT

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

Borrower ("I/my/me"): **JOSHUA PETERS and LISA PETERS**. Dated this **29th** day of **April, 2019**. If more than one Borrower or Mortgagor is executing this document, each is referred to as "I." For purposes of this document words signifying the singular (such as "I") shall include the plural (such as "we") and vice versa where appropriate.

Lender or Servicer ("Lender"): **USAA Federal Savings Bank, serviced by Nationstar Mortgage LLC, whose address is 8950 CYPRESS WATERS BLVD., SUITE B, COPPELL, TX 75019**

Date of first lien mortgage, deed of trust, or security deed ("Mortgage") and Note ("Note"):

_____, _____ and recorded in Book/Liber **N/A**, Page **N/A**, Instrument No: **N/A**, recorded on _____, _____, of the Official Records of County, **TX**.

Loan Number: **85304012**

Property Address ("Property"): **104 WINTER FROST
CIBOLO, TX 78108**

Legal Description:

If my representations and covenants in Section 1 continue to be true in all material respects, then this



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LOAN MODIFICATION AGREEMENT
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Loan Modification Agreement ("Agreement") will, as set forth in Section 3, amend and supplement (1) the Mortgage on the Property, and (2) the Note secured by the Mortgage. The Mortgage and Note together, as they may previously have been amended, are referred to as the "Loan Documents." Capitalized terms used in this Agreement and not defined have the meaning given to them in Loan Documents.

I understand that after I sign and return two copies of this Agreement to the Lender, the Lender will send me a signed copy of this Agreement. This Agreement will not take effect unless the preconditions set forth in Section 2 have been satisfied.

1. My Representations and Covenants. I certify, represent to Lender, covenant and agree:

- A. I am experiencing a financial hardship, and as a result, (i) I am in default under the Loan Documents or my default is imminent, and (ii) I do not have sufficient income or access to sufficient liquid assets to make the monthly mortgage payments now or in the near future;
- B. One of the borrowers signing this Agreement lives in the Property as a principal residence, and the Property has not been condemned;
- C. There has been no impermissible change in the ownership of the Property since I signed the Loan Documents. A permissible change would be any transfer that the lender is required by law to allow, such as a transfer to add or remove a family member, spouse or domestic partner of the undersigned in the event of a death, divorce or marriage;
Under penalty of perjury, all documents and information I have provided to Lender in connection with this Agreement, including the documents and information regarding my eligibility for the , are true and correct;
If Lender requires me to obtain credit counseling in connection with the Program, I will do so; and I have made or will make all payments required under a trial period plan.
In the event that I was discharged in a Chapter 7 bankruptcy proceeding subsequent to the execution of the loan documents and did not reaffirm the mortgage debt under applicable law, Lender agrees that I will not have personal liability on the debt pursuant to this Agreement.

2. Acknowledgements and Preconditions to Modification. I understand and acknowledge that:

- A. If prior to the Modification Effective Date as set forth in Section 3 the Lender determines that any of my representations in Section 1 are no longer true and correct or any covenant in Section 1 has not been performed, the Loan Documents will not be modified and this Agreement will terminate. In that event, the Lender will have all of the rights and remedies provided by the Loan Documents; and
- B. I understand that the Loan Documents will not be modified unless and until (i) the Lender accepts this Agreement by signing and returning a copy of it to me, and (ii) the Modification Effective Date (as defined in Section 3) has occurred. I further understand and agree that the Lender will not be obligated or bound to make any modification of the Loan Documents if I fail to meet any one of the requirements under this Agreement.

3. The Modification. If my representations and covenants in Section 1 continue to be true in all material respects and all preconditions to the modification set forth in Section 2 have been met, the Loan Documents will automatically become modified on **June 1, 2019** (the "Modification Effective Date") and all unpaid late charges that remain unpaid will be waived. I understand that if I have failed to make any payments as a precondition to this modification under a trial period plan, this



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LOAN MODIFICATION AGREEMENT
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modification will not take effect. The first modified payment will be due on **June 1, 2019**.

A. The Maturity Date will be: **December 1, 2029**.

B. The modified principal balance of my Note will include all amounts and arrearages that will be past due as of the Modification Effective Date (including unpaid and deferred interest, fees, escrow advances and other costs, but excluding unpaid late charges, collectively, "Unpaid Amounts") less any amounts paid to the Lender but not previously credited to my Loan. The new principal balance of my Note will be **\$27,311.68** (the "New Principal Balance"). I understand that by agreeing to add the Unpaid Amounts to the outstanding principal balance, the added Unpaid Amounts accrue interest based on the interest rate in effect under this Agreement. I also understand that this means interest will now accrue on the unpaid Interest that is added to the outstanding principal balance, which would not happen without this Agreement.

C. Interest at the rate of **8.340%** will begin to accrue on the New Principal Balance as of **May 1, 2019** and the first new monthly payment on the New Principal Balance will be due on **June 1, 2019**. My payment schedule for the modified Loan is as follows:

Years	Interest Rate	Interest Rate Change Date	Monthly Prin & Int Payment Amount	Monthly Escrow Payment Amount	Total Monthly Payment	Payment Begins On	Number of Monthly Payments
1-11	8.340%	May 01, 2019	\$324.44	\$0.00 May adjust periodically	\$324.44 May adjust periodically	June 01, 2019	127

*The escrow payments may be adjusted periodically in accordance with applicable law and therefore my total monthly payment may change accordingly.

The above terms in this Section 3.C. shall supersede any provisions to the contrary in the Loan Documents, including but not limited to, provisions for an adjustable, step or simple interest rate.

I understand that, if I have a pay option adjustable rate mortgage loan, upon modification, the minimum monthly payment option, the interest-only or any other payment options will no longer be offered and that the monthly payments described in the above payment schedule for my modified Loan will be the minimum payment that will be due each month for the remaining term of the Loan. My modified Loan will not have a negative amortization feature that would allow me to pay less than the interest due resulting in any unpaid interest being added to the outstanding principal balance.

D. I will be in default if I do not comply with the terms of the Loan Documents, as modified by this Agreement.

E. If a default rate of interest is permitted under the Loan Documents, then in the event of default under the Loan Documents, as amended, the interest that will be due will be the rate set forth in Section 3.C.

4. **Additional Agreements.** I agree to the following:



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LOAN MODIFICATION AGREEMENT
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- A. That all persons who signed the Loan Documents or their authorized representative(s) have signed this Agreement, unless (i) a borrower or co-borrower is deceased; (ii) the borrower and co-borrower are divorced and the property has been transferred to one spouse in the divorce decree, the spouse who no longer has an interest in the property need not sign this Agreement (although the non-signing spouse may continue to be held liable for the obligation under the Loan Documents); or (iii) the Lender has waived this requirement in writing.
- B. That this Agreement shall supersede the terms of any modification, forbearance, trial period plan or other workout plan that I previously entered into with Lender.
- C. To comply, except to the extent that they are modified by this Agreement, with all covenants, agreements, and requirements of Loan Documents including my agreement to make all payments of taxes, insurance premiums, assessments, Escrow Items, impounds, and all other payments, the amount of which may change periodically over the term of my Loan.
- D. That this Agreement constitutes notice that the Lender's waiver as to payment of Escrow Items, if any, has been revoked, and I have been advised of the amount needed to fully fund my escrow account.
- E. That the Loan Documents as modified by this Agreement are duly valid, binding agreements, enforceable in accordance with their terms and are hereby reaffirmed.
- F. That all terms and provisions of the Loan Documents, except as expressly modified by this Agreement, remain in full force and effect; nothing in this Agreement shall be understood or construed to be a satisfaction or release in whole or in part of the obligations contained in the Loan Documents; and that except as otherwise specifically provided in, and as expressly modified by, this Agreement, the Lender and I will be bound by, and will comply with, all of the terms and conditions of the Loan Documents.
- G. That, as of the Modification Effective Date, notwithstanding any other provision of the Loan Documents, if all or any part of the Property or any interest in it is sold or transferred without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by the Mortgage. Lender shall not exercise this option if state or federal law, rules or regulations prohibit the exercise of such option as of the date of such sale or transfer. If Lender exercises this option, Lender shall give me notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which I must pay all sums secured by the Mortgage. If I fail to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by the Mortgage without further notice or demand on me.
- H. That, as of the Modification Effective Date, I understand that the Lender will only allow the transfer and assumption of the Loan, including this Agreement, to a transferee of my property as permitted under the Garn St. Germain Act, 12 U.S.C. Section 1701j-3. A buyer or transferee of the Property will not be permitted, under any other circumstance, to assume the Loan. Except as noted herein, this Agreement may not be assigned to, or assumed by, a buyer or transferee of the Property.
- I. That, as of the Modification Effective Date, if any provision in the Note or in any addendum or



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amendment to the Note allowed for the assessment of a penalty for full or partial prepayment of the Note, such provision is null and void.

- J. That, I will cooperate fully with Lender in obtaining any title endorsement(s), or similar title insurance product(s), and/or subordination agreement(s) that are necessary or required by the Lender's procedures to ensure that the modified mortgage Loan is in first lien position and/or is fully enforceable upon modification and that if, under any circumstance and notwithstanding anything else to the contrary in this Agreement, the Lender does not receive such title endorsement(s), title insurance product(s) and/or subordination agreement(s), then the terms of this Agreement will not become effective on the Modification Effective Date and the Agreement will be null and void.
- K. That I will execute such other documents as may be reasonably necessary to either (i) consummate the terms and conditions of this Agreement; or (ii) correct the terms and conditions of this Agreement if an error is detected after execution of this Agreement. I understand that either a corrected Agreement or a letter agreement containing the correction will be provided to me for my signature. At Lender's option, this Agreement will be void and of no legal effect upon notice of such error. If I elect not to sign any such corrective documentation, the terms of the original Loan Documents shall continue in full force and effect, such terms will not be modified by this Agreement, and I will not be eligible for a modification under the Loan Modification Program.
- L. RESERVED FOR LOANS WHERE MERS IS PARTY TO THE TRANSACTION.
- M. That Lender will collect and record personal information, including, but not limited to, my name, address, telephone number, social security number, credit score, income, payment history, government monitoring information, and information about account balances and activity. In addition, I understand and consent to the disclosure of my personal information and the terms of the trial period plan and this Agreement by Lender to (i) the U.S. Department of the Treasury, (ii) Fannie Mae and Freddie Mac in connection with their responsibilities under the Home Affordability and Stability Plan; (iii) any investor, insurer, guarantor or servicer that owns, insures, guarantees or services my first lien or subordinate lien (if applicable) mortgage loan(s); (iv) companies that perform support services for the Loan Modification Program and the Second Lien Modification Program; and (v) any HUD certified housing counselor.
- N. That if any document related to the Loan Documents and/or this Agreement is lost, misplaced, misstated, inaccurately reflects the true and correct terms and conditions of the Loan as modified, or is otherwise missing, I will comply with the Lender's request to execute, acknowledge, initial and deliver to the Lender any documentation the Lender deems necessary. If the Note is replaced, the Lender hereby indemnifies me against any loss associated with a demand on the Note. All documents the Lender requests of me under this Section 4.N. shall be referred to as "Documents." I agree to deliver the Documents within ten (10) days after I receive the Lender's written request for such replacement.
- O. That the mortgage insurance premiums on my Loan, if applicable, may increase as a result of the capitalization which will result in a higher total monthly payment. Furthermore, the date on which I may request cancellation of mortgage insurance may change as a result of the New Principal Balance.



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- P. In the event of any action(s) arising out of or relating to this Agreement or in connection with any foreclosure action(s) dismissed as a result of entering into this Agreement, if permitted by applicable law, I will remain liable for and bear my own attorney fees and costs incurred in connection with any such action(s).
- Q. In the event that Borrower received a discharge in a Chapter 7 bankruptcy proceeding subsequent to the execution of the loan documents and did not reaffirm the mortgage debt under applicable law, Lender agrees that I will not have personal liability on the debt pursuant to this Agreement.
- R.

If I am a Debtor in an active bankruptcy proceeding, I understand that Court and/or Bankruptcy Trustee approval of this loan modification agreement may be required depending upon jurisdictional requirements. If approval of the loan modification is required, Lender will not honor the loan modification agreement until evidence Of the required approval is provided.

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

JOSHUA PETERS -Borrower

Date: _____

LISA PETERS -Borrower

Date: _____



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USAA FEDERAL SAVINGS BANK by Nationstar Mortgage LLC, Subservicer and Attorney in Fact

By: _____ (Seal) - Lender

Name: _____

Title: **Assistant Secretary**

Date of Lender's Signature



After Recording, Mail To:
Nationstar Mortgage LLC
8950 CYPRESS WATERS BLVD
COPPELL, TX 75019

This Document Prepared By:

Nationstar Mortgage LLC,
Subservicer for USAA Federal
Savings Bank
8950 CYPRESS WATERS BLVD.,
SUITE B
COPPELL, TX 75019

Parcel ID Number:

_____[Space Above This Line For Recording Data]_____
Original Loan Amount: \$37,800.00 Loan No.: 85304012

LOAN MODIFICATION AGREEMENT

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

Borrower ("I/my/me"): **JOSHUA PETERS and LISA PETERS**. Dated this **29th** day of **April, 2019**. If more than one Borrower or Mortgagor is executing this document, each is referred to as "I." For purposes of this document words signifying the singular (such as "I") shall include the plural (such as "we") and vice versa where appropriate.

Lender or Servicer ("Lender"): **USAA Federal Savings Bank, serviced by Nationstar Mortgage LLC, whose address is 8950 CYPRESS WATERS BLVD., SUITE B, COPPELL, TX 75019**

Date of first lien mortgage, deed of trust, or security deed ("Mortgage") and Note ("Note"):

_____, _____ and recorded in Book/Liber **N/A**, Page **N/A**, Instrument No: **N/A**, recorded on _____, _____, of the Official Records of County, **TX**.

Loan Number: **85304012**

Property Address ("Property"): **104 WINTER FROST
CIBOLO, TX 78108**

Legal Description:

If my representations and covenants in Section 1 continue to be true in all material respects, then this



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Loan Modification Agreement ("Agreement") will, as set forth in Section 3, amend and supplement (1) the Mortgage on the Property, and (2) the Note secured by the Mortgage. The Mortgage and Note together, as they may previously have been amended, are referred to as the "Loan Documents." Capitalized terms used in this Agreement and not defined have the meaning given to them in Loan Documents.

I understand that after I sign and return two copies of this Agreement to the Lender, the Lender will send me a signed copy of this Agreement. This Agreement will not take effect unless the preconditions set forth in Section 2 have been satisfied.

1. My Representations and Covenants. I certify, represent to Lender, covenant and agree:

- A. I am experiencing a financial hardship, and as a result, (i) I am in default under the Loan Documents or my default is imminent, and (ii) I do not have sufficient income or access to sufficient liquid assets to make the monthly mortgage payments now or in the near future;
- B. One of the borrowers signing this Agreement lives in the Property as a principal residence, and the Property has not been condemned;
- C. There has been no impermissible change in the ownership of the Property since I signed the Loan Documents. A permissible change would be any transfer that the lender is required by law to allow, such as a transfer to add or remove a family member, spouse or domestic partner of the undersigned in the event of a death, divorce or marriage;
Under penalty of perjury, all documents and information I have provided to Lender in connection with this Agreement, including the documents and information regarding my eligibility for the , are true and correct;
If Lender requires me to obtain credit counseling in connection with the Program, I will do so; and I have made or will make all payments required under a trial period plan.
In the event that I was discharged in a Chapter 7 bankruptcy proceeding subsequent to the execution of the loan documents and did not reaffirm the mortgage debt under applicable law, Lender agrees that I will not have personal liability on the debt pursuant to this Agreement.

2. Acknowledgements and Preconditions to Modification. I understand and acknowledge that:

- A. If prior to the Modification Effective Date as set forth in Section 3 the Lender determines that any of my representations in Section 1 are no longer true and correct or any covenant in Section 1 has not been performed, the Loan Documents will not be modified and this Agreement will terminate. In that event, the Lender will have all of the rights and remedies provided by the Loan Documents; and
- B. I understand that the Loan Documents will not be modified unless and until (i) the Lender accepts this Agreement by signing and returning a copy of it to me, and (ii) the Modification Effective Date (as defined in Section 3) has occurred. I further understand and agree that the Lender will not be obligated or bound to make any modification of the Loan Documents if I fail to meet any one of the requirements under this Agreement.

3. The Modification. If my representations and covenants in Section 1 continue to be true in all material respects and all preconditions to the modification set forth in Section 2 have been met, the Loan Documents will automatically become modified on **June 1, 2019** (the "Modification Effective Date") and all unpaid late charges that remain unpaid will be waived. I understand that if I have failed to make any payments as a precondition to this modification under a trial period plan, this



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modification will not take effect. The first modified payment will be due on **June 1, 2019**.

A. The Maturity Date will be: **December 1, 2029**.

B. The modified principal balance of my Note will include all amounts and arrearages that will be past due as of the Modification Effective Date (including unpaid and deferred interest, fees, escrow advances and other costs, but excluding unpaid late charges, collectively, "Unpaid Amounts") less any amounts paid to the Lender but not previously credited to my Loan. The new principal balance of my Note will be **\$27,311.68** (the "New Principal Balance"). I understand that by agreeing to add the Unpaid Amounts to the outstanding principal balance, the added Unpaid Amounts accrue interest based on the interest rate in effect under this Agreement. I also understand that this means interest will now accrue on the unpaid Interest that is added to the outstanding principal balance, which would not happen without this Agreement.

C. Interest at the rate of **8.340%** will begin to accrue on the New Principal Balance as of **May 1, 2019** and the first new monthly payment on the New Principal Balance will be due on **June 1, 2019**. My payment schedule for the modified Loan is as follows:

Years	Interest Rate	Interest Rate Change Date	Monthly Prin & Int Payment Amount	Monthly Escrow Payment Amount	Total Monthly Payment	Payment Begins On	Number of Monthly Payments
1-11	8.340%	May 01, 2019	\$324.44	\$0.00 May adjust periodically	\$324.44 May adjust periodically	June 01, 2019	127

*The escrow payments may be adjusted periodically in accordance with applicable law and therefore my total monthly payment may change accordingly.

The above terms in this Section 3.C. shall supersede any provisions to the contrary in the Loan Documents, including but not limited to, provisions for an adjustable, step or simple interest rate.

I understand that, if I have a pay option adjustable rate mortgage loan, upon modification, the minimum monthly payment option, the interest-only or any other payment options will no longer be offered and that the monthly payments described in the above payment schedule for my modified Loan will be the minimum payment that will be due each month for the remaining term of the Loan. My modified Loan will not have a negative amortization feature that would allow me to pay less than the interest due resulting in any unpaid interest being added to the outstanding principal balance.

D. I will be in default if I do not comply with the terms of the Loan Documents, as modified by this Agreement.

E. If a default rate of interest is permitted under the Loan Documents, then in the event of default under the Loan Documents, as amended, the interest that will be due will be the rate set forth in Section 3.C.

4. **Additional Agreements.** I agree to the following:



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- A. That all persons who signed the Loan Documents or their authorized representative(s) have signed this Agreement, unless (i) a borrower or co-borrower is deceased; (ii) the borrower and co-borrower are divorced and the property has been transferred to one spouse in the divorce decree, the spouse who no longer has an interest in the property need not sign this Agreement (although the non-signing spouse may continue to be held liable for the obligation under the Loan Documents); or (iii) the Lender has waived this requirement in writing.
- B. That this Agreement shall supersede the terms of any modification, forbearance, trial period plan or other workout plan that I previously entered into with Lender.
- C. To comply, except to the extent that they are modified by this Agreement, with all covenants, agreements, and requirements of Loan Documents including my agreement to make all payments of taxes, insurance premiums, assessments, Escrow Items, impounds, and all other payments, the amount of which may change periodically over the term of my Loan.
- D. That this Agreement constitutes notice that the Lender's waiver as to payment of Escrow Items, if any, has been revoked, and I have been advised of the amount needed to fully fund my escrow account.
- E. That the Loan Documents as modified by this Agreement are duly valid, binding agreements, enforceable in accordance with their terms and are hereby reaffirmed.
- F. That all terms and provisions of the Loan Documents, except as expressly modified by this Agreement, remain in full force and effect; nothing in this Agreement shall be understood or construed to be a satisfaction or release in whole or in part of the obligations contained in the Loan Documents; and that except as otherwise specifically provided in, and as expressly modified by, this Agreement, the Lender and I will be bound by, and will comply with, all of the terms and conditions of the Loan Documents.
- G. That, as of the Modification Effective Date, notwithstanding any other provision of the Loan Documents, if all or any part of the Property or any interest in it is sold or transferred without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by the Mortgage. Lender shall not exercise this option if state or federal law, rules or regulations prohibit the exercise of such option as of the date of such sale or transfer. If Lender exercises this option, Lender shall give me notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which I must pay all sums secured by the Mortgage. If I fail to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by the Mortgage without further notice or demand on me.
- H. That, as of the Modification Effective Date, I understand that the Lender will only allow the transfer and assumption of the Loan, including this Agreement, to a transferee of my property as permitted under the Garn St. Germain Act, 12 U.S.C. Section 1701j-3. A buyer or transferee of the Property will not be permitted, under any other circumstance, to assume the Loan. Except as noted herein, this Agreement may not be assigned to, or assumed by, a buyer or transferee of the Property.
- I. That, as of the Modification Effective Date, if any provision in the Note or in any addendum or



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amendment to the Note allowed for the assessment of a penalty for full or partial prepayment of the Note, such provision is null and void.

- J. That, I will cooperate fully with Lender in obtaining any title endorsement(s), or similar title insurance product(s), and/or subordination agreement(s) that are necessary or required by the Lender's procedures to ensure that the modified mortgage Loan is in first lien position and/or is fully enforceable upon modification and that if, under any circumstance and notwithstanding anything else to the contrary in this Agreement, the Lender does not receive such title endorsement(s), title insurance product(s) and/or subordination agreement(s), then the terms of this Agreement will not become effective on the Modification Effective Date and the Agreement will be null and void.
- K. That I will execute such other documents as may be reasonably necessary to either (i) consummate the terms and conditions of this Agreement; or (ii) correct the terms and conditions of this Agreement if an error is detected after execution of this Agreement. I understand that either a corrected Agreement or a letter agreement containing the correction will be provided to me for my signature. At Lender's option, this Agreement will be void and of no legal effect upon notice of such error. If I elect not to sign any such corrective documentation, the terms of the original Loan Documents shall continue in full force and effect, such terms will not be modified by this Agreement, and I will not be eligible for a modification under the Loan Modification Program.
- L. RESERVED FOR LOANS WHERE MERS IS PARTY TO THE TRANSACTION.
- M. That Lender will collect and record personal information, including, but not limited to, my name, address, telephone number, social security number, credit score, income, payment history, government monitoring information, and information about account balances and activity. In addition, I understand and consent to the disclosure of my personal information and the terms of the trial period plan and this Agreement by Lender to (i) the U.S. Department of the Treasury, (ii) Fannie Mae and Freddie Mac in connection with their responsibilities under the Home Affordability and Stability Plan; (iii) any investor, insurer, guarantor or servicer that owns, insures, guarantees or services my first lien or subordinate lien (if applicable) mortgage loan(s); (iv) companies that perform support services for the Loan Modification Program and the Second Lien Modification Program; and (v) any HUD certified housing counselor.
- N. That if any document related to the Loan Documents and/or this Agreement is lost, misplaced, misstated, inaccurately reflects the true and correct terms and conditions of the Loan as modified, or is otherwise missing, I will comply with the Lender's request to execute, acknowledge, initial and deliver to the Lender any documentation the Lender deems necessary. If the Note is replaced, the Lender hereby indemnifies me against any loss associated with a demand on the Note. All documents the Lender requests of me under this Section 4.N. shall be referred to as "Documents." I agree to deliver the Documents within ten (10) days after I receive the Lender's written request for such replacement.
- O. That the mortgage insurance premiums on my Loan, if applicable, may increase as a result of the capitalization which will result in a higher total monthly payment. Furthermore, the date on which I may request cancellation of mortgage insurance may change as a result of the New Principal Balance.



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- P. In the event of any action(s) arising out of or relating to this Agreement or in connection with any foreclosure action(s) dismissed as a result of entering into this Agreement, if permitted by applicable law, I will remain liable for and bear my own attorney fees and costs incurred in connection with any such action(s).
- Q. In the event that Borrower received a discharge in a Chapter 7 bankruptcy proceeding subsequent to the execution of the loan documents and did not reaffirm the mortgage debt under applicable law, Lender agrees that I will not have personal liability on the debt pursuant to this Agreement.
- R.

If I am a Debtor in an active bankruptcy proceeding, I understand that Court and/or Bankruptcy Trustee approval of this loan modification agreement may be required depending upon jurisdictional requirements. If approval of the loan modification is required, Lender will not honor the loan modification agreement until evidence Of the required approval is provided.

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

JOSHUA PETERS -Borrower

Date: _____

LISA PETERS -Borrower

Date: _____



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USAA FEDERAL SAVINGS BANK by Nationstar Mortgage LLC, Subservicer and Attorney in Fact

By: _____ (Seal) - Lender

Name: _____

Title: **Assistant Secretary**

Date of Lender's Signature

