

OUR INFO ONLINE www.mrcooper.com

LOUISE JOSEPH 579 ROCKLAND STREET ABINGTON, MA 02351 YOUR INFO LOAN NUMBER: 246704024 PROPERTY ADDRESS: 579 ROCKLAND STREET

**ABINGTON, MA 02351** 

April 16, 2019

### Dear LOUISE JOSEPH,

Congratulations! You are eligible for a Modification. Upon receipt of the executed final agreements, we will modify your mortgage loan and waive all prior late charges that remain unpaid.

In order for this modification offer to become enforceable, all trial payments must be made in accordance with the terms of the trial approval letter. If any trial payments are not completed within the designated timeframe in which they are due, the modification will not be considered completely executed and the offer will be terminated.

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

### **How to Accept This Offer:**

- To accept this offer, you must sign and return both original Modification Agreements in the enclosed pre-paid envelope so they are received by us on or before May 16, 2019.
- 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 may not be able to be modified.
- We encourage you to make a copy of all documents for your records.
- If we do not receive both executed original signed 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 Auto Pay program which, should you be 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.

Mr. Cooper is a brand name for Nationstar Mortgage LLC. Nationstar Mortgage LLC is doing business as Nationstar Mortgage LLC d/b/a Mr. Cooper. Mr. Cooper is a registered service mark of Nationstar Mortgage LLC. All rights reserved.

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.



EQUAL NOGRAD
POPE ATTIVITY

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Page 1 of 2



If you have any questions, your Dedicated Loan Specialist is **Marlene Palafox** and can be reached at **480-467-0036** or via mail at the address listed above. Our hours of operation are Monday through Thursday from 7 a.m. to 8 p.m. (CT), Friday from 7 a.m. to 7 p.m. (CT) and Saturday from 8 a.m. to 12 p.m. (CT).

We look forward to hearing from you no later than May 16, 2019.

Sincerely,

Mr. Cooper





Page 2 of 2

# **Closing and Signing Requirements**

# PLEASE CAREFULLY FOLLOW THE INSTRUCTIONS BELOW to ensure we can close your workout:

• 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 Loss Mitigation at 866-316-2432 and advise. Our office hours are Monday through Thursday from 7a.m. to 8 p.m. (CT), Friday from 7 a.m. to 7 p.m. (CT) and Saturday from 8 a.m. to 12 p.m. (CT).

- Borrowers to sign on all signature lines.
- Absolutely NO WHITE-OUT on any document. If you make an error, cross through the error and re-sign 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.

	-Witness		-Witness
Print Witness Name Here		Print Witness Name Here	

 Borrower must return Both sets of ORIGINAL signed documents (all pages) and 1 Exhibit A for each document (if applicable) in the enclosed prepaid envelope within 30 days of receipt. Please make a copy if you would like to retain for your records.





Page 1 of 1

Loan No.: 246704024 Borrower: LOUISE JOSEPH

### AGREEMENT TO MAINTAIN ESCROW ACCOUNT

WHEREAS, LOUISE JOSEPH ("Borrower") desires Nationstar Mortgage LLC d/b/a Mr. Cooper ("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 Lender the amount necessary to make up the shortage in accordance with RESPA. If there is a



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Loan No.: 246704024 Borrower: LOUISE JOSEPH

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.

	Date:
LOUISE JOSEPH -Borrower	





(Page 2 of 2)



8950 Cypress Waters Blvd. Dallas, TX 75019

## **AUTOPAY AUTHORIZATION FORM**

# Tired of filling out forms? There's an easier way. Visit www.mrcooper.com, sign in & click AutoPay. STEP 1: CHOOSE THE START DAY

PAYMENT TRANSACTION WILL BE MADE MONTHLY(SELECT ONE):

OON MY DUE DATE O\_\_\_\_\_ DAY OF MONTH

\*The date you choose must be within your grace period or your request to set up AutoPay will be denied. Please refer to your billing statement for your grace period under amount due. When your selected date falls on a weekend or holiday, the debit entry will occur on the following business day.

### STEP 2: YOUR INFO

ACCOUNT TYPE: OCHECKING

FILL OUT ACCOUNT INFORMATION FOR AUTOPAY AND ATTACH PROOF OF ACCOUNT

**OSAVINGS** 

Please attach a voided check or deposit slip to the bottom of this form (ensure that the deposit slip reflects your bank account and routing number) and enter them into the fields below. To avoid delays in processing your authorization form, please be sure to confirm that these numbers are accurate. And, don't forget to keep a copy of this for your records. Also, please note we cannot accept temporary checks.

**OMONEY MARKET** 

ACCOUNT NUMBER		ABA ROUTING NUMBER:		
FINANCIAL INSTITUTION	I'S NAME:			
PROPERTY ADDRESS:				
LOAN NUMBER:				
service provide equal to the restatement (inclinstitution (suc debited from m provisions of U transfers I mal comply with go written permiss	ers (collective quired month uding applica h automatic ny account. I l.S. law. I acke where it is overnment agsion. I acknow terminate it b	ar Mortgage LLC d/b/a Mr. Cooper ("Mr. Cooper") and referred to as "Mr. Cooper") to initiate automatically payment amount of principal and interest specified able optional insurance, and escrows) from my che payments referred to as ("AutoPay")). There is not acknowledge that the origination of debit transaction consultation of the payments of the transaction of the property of th	c, recurring debit entries once per month d in my loan documents and recent billing ecking or savings account at my financia o fee to have my monthly loan payment ons to my account must comply with the in to third parties about my account or the existence or condition of my account, to ermitted by applicable law, or if I give my	
ACCOUNT HO SIGNATURE:			DATE:	
ATTACH PROOF OF ACCOUNT HERE  We cannot accept temporary checks.				

#### STEP 3: PAY YOUR HOME OFF FASTER (OPTIONAL)

ADD ADDITIONAL AMOUNT TO YOUR PRINCIPAL

O 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.

\$\_\_\_\_ADD
ADDITIONAL
PRINCIPAL
AMOUNT

#### **Terms and Conditions**

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 Mr. Cooper will send me a written notice that reflects my changed payment amount at least 10 days before my next scheduled due date. This authority is voluntary and will remain in effect until I notify Mr. Cooper of my desire to cancel at least 3 business days prior to the next payment draft date or until I receive written notification from Mr. Cooper. 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 877-783-7480. Our business hours are Mon through Fri from 8 a.m. to 5 p.m. (CT). You may also write to us at: Mr. Cooper ATTN: Notice of Error/Information Request. PO Box 619098. Dallas, TX 75261

PLEASE COMPLETE THIS ENTIRE FORM, SIGN, DATE AND MAIL OR FAX IT TO:

Mr. Cooper ATTN: Account Services 8950 Cypress Waters Blvd. Dallas, TX 75019

Fax: 972-966-4930



Page 1 of 1



After Recording Return To: Nationstar Mortgage LLC d/b/a Mr. Cooper 8950 CYPRESS WATERS BLVD DALLAS, TX 75019

This Document Prepared By:

Nationstar Mortgage LLC d/b/a Mr. Cooper 8950 CYPRESS WATERS BLVD DALLAS. TX 75019

\_\_\_\_\_\_[Space Above This Line For Recording Data] \_\_\_\_\_\_
Original Loan Amount: \$296,000.00 Loan #: 246704024

### LOAN MODIFICATION AGREEMENT

(Providing for Principal Forgiveness)

This Loan Modification Agreement ("Agreement"), made this 16th day of April, 2019, between LOUISE JOSEPH ("Borrower") and Nationstar Mortgage LLC d/b/a Mr. Cooper, whose address is 8950 CYPRESS WATERS BLVD, DALLAS, TX 75019 ("Lender"), amends and supplements (1) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), and Timely Payment Rewards Rider, if any, dated \_\_\_\_\_\_, \_\_\_ and recorded in Book/Liber N/A, Page N/A, Instrument No: N/A, of the Official Records of \_\_\_\_\_ County, MA and (2) the Note, bearing the same date as, and secured by, the Security Instrument, which covers the real and personal property described in the Security Instrument and defined therein as the "Property", located at 579 ROCKLAND STREET, ABINGTON, MA 02351 the real property described being set forth as follows:

In consideration of the mutual promises and agreements exchanged, the parties hereto agree as follows (notwithstanding anything to the contrary contained in the Note or Security Instrument):

- 1. As of **May 1, 2019**, the amount payable under the Note and the Security Instrument (the "New Principal Balance") is U.S. **\$496,972.99**, consisting of the unpaid amount(s) loaned to Borrower by Lender plus any interest and other amounts capitalized.
- \$136,972.99 of the New Principal Balance shall be permanently forgiven (the "Forgiveness Amount") and this amount will not be included in the Interest Bearing Principal Balance. The New Principal Balance less the Forgiveness Amount shall be referred to as the "Interest Bearing Principal Balance" and this amount is \$360,000.00
- 3. The new Maturity Date will be **September 1, 2053**.
- 4. Interest at the rate of **4.875**% 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



\* 2 4 6 7 0 4 0 2 4 N N LOAN MODIFICATION AGREEMENT - NSPrinDef 9453 03/13



(page 1 of 4)

payment schedule for the modified Loan is as follows:

Years	Interest Rate	Interest Rate Change Date	Monthly Prin & Int Payment	Monthly Escrow Payment	Total Monthly Payment	Payment Begins On	Number of Monthly Payments
			Amount	Amount			
1-35	4.875%	May 01, 2019	\$1,801.51	\$680.72	\$2,482.23	June 01, 2019	412
				May adjust	May adjust		
				periodically	periodically		

- 5. 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 the Security Instrument.
  - 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 delivered or mailed within which Borrower must pay all sums secured by the Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by the Security Instrument without further notice or demand on Borrower.
- 6. Borrower also will comply with all other covenants, agreements, and requirements of the Security Instrument, including without limitation, Borrower's covenants and agreements to make all payments of taxes, insurance premiums, assessments, escrow items, impounds, and all other payments that Borrower is obligated to make under the Security Instrument.
- 7. Borrower understands and agrees that:
  - (a) All the rights and remedies, stipulations, and conditions contained in the Security Instrument relating to default in the making of payments under the Security Instrument shall also apply to default in the making of the modified payments hereunder.
  - (b) All covenants, agreements, stipulations, and conditions in the Note and Security Instrument shall be and remain in full force and effect, except as herein modified, and none of the Borrower's obligations or liabilities under the Note and Security Instrument shall be diminished or released by any provisions hereof, nor shall this Agreement in any way impair, diminish, or affect any of Lender's rights under or remedies on the Note and Security Instrument, whether such rights or remedies arise thereunder or by operation of law. Also, all rights of recourse to which Lender is presently entitled against any property or any other persons in any way obligated for, or liable on, the Note and Security Instrument are expressly reserved by Lender.
  - (c) 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.
  - (d) Nothing in this Agreement shall be understood or construed to be a satisfaction or release in whole or in part of the Note and Security Instrument.

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(page 2 of 4)

- (e) If permitted by law, all costs and expenses incurred by Lender in connection with this Agreement, including recording fees and taxes, title examination, and attorney's fees, shall be paid by the Borrower and shall be secured by the Security Instrument, unless stipulated otherwise by Lender.
- (f) Borrower agrees to make and execute such other documents or papers as may be necessary or required to effectuate the terms and conditions of this Agreement which, if approved and accepted by Lender, shall bind and inure to the heirs, executors, administrators, and assigns of the Borrower.
- (g) 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.
- (h) 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).
- (i) Borrower understands that the mortgage insurance premiums on the 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 the borrower may request cancellation of mortgage insurance may change as a result of the New Principal Balance.



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LOAN MODIFICATION AGREEMENT - NSPrinDef



(page 3 of 4)

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

	Date:
LOUISE JOSEPH -Borrower	
Nationstar Mortgage LLC d/b/a Mr. Cooper	
Ву:	(Seal) - Lender
Name:	
Title: Assistant Secretary	



Date of Lender's Signature



(page 4 of 4)

After Recording Return To: Nationstar Mortgage LLC d/b/a Mr. Cooper 8950 CYPRESS WATERS BLVD DALLAS, TX 75019

This Document Prepared By:

Nationstar Mortgage LLC d/b/a Mr. Cooper 8950 CYPRESS WATERS BLVD DALLAS. TX 75019

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In consideration of the mutual promises and agreements exchanged, the parties hereto agree as follows (notwithstanding anything to the contrary contained in the Note or Security Instrument):

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(page 1 of 4)

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				May adjust	May adjust		
				periodically	periodically		

- 5. 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 the Security Instrument.
  - 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 delivered or mailed within which Borrower must pay all sums secured by the Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by the Security Instrument without further notice or demand on Borrower.
- 6. Borrower also will comply with all other covenants, agreements, and requirements of the Security Instrument, including without limitation, Borrower's covenants and agreements to make all payments of taxes, insurance premiums, assessments, escrow items, impounds, and all other payments that Borrower is obligated to make under the Security Instrument.
- 7. Borrower understands and agrees that:
  - (a) All the rights and remedies, stipulations, and conditions contained in the Security Instrument relating to default in the making of payments under the Security Instrument shall also apply to default in the making of the modified payments hereunder.
  - (b) All covenants, agreements, stipulations, and conditions in the Note and Security Instrument shall be and remain in full force and effect, except as herein modified, and none of the Borrower's obligations or liabilities under the Note and Security Instrument shall be diminished or released by any provisions hereof, nor shall this Agreement in any way impair, diminish, or affect any of Lender's rights under or remedies on the Note and Security Instrument, whether such rights or remedies arise thereunder or by operation of law. Also, all rights of recourse to which Lender is presently entitled against any property or any other persons in any way obligated for, or liable on, the Note and Security Instrument are expressly reserved by Lender.
  - (c) 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.
  - (d) Nothing in this Agreement shall be understood or construed to be a satisfaction or release in whole or in part of the Note and Security Instrument.

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(page 2 of 4)

- (e) If permitted by law, all costs and expenses incurred by Lender in connection with this Agreement, including recording fees and taxes, title examination, and attorney's fees, shall be paid by the Borrower and shall be secured by the Security Instrument, unless stipulated otherwise by Lender.
- (f) Borrower agrees to make and execute such other documents or papers as may be necessary or required to effectuate the terms and conditions of this Agreement which, if approved and accepted by Lender, shall bind and inure to the heirs, executors, administrators, and assigns of the Borrower.
- (g) 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.
- (h) 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).
- (i) Borrower understands that the mortgage insurance premiums on the 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 the borrower may request cancellation of mortgage insurance may change as a result of the New Principal Balance.



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(page 3 of 4)

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

	Date:
LOUISE JOSEPH -Borrower	
Nationstar Mortgage LLC d/b/a Mr. Cooper	
Ву:	(Seal) - Lender
Name:	
Title: Assistant Secretary	



Date of Lender's Signature



(page 4 of 4)