



To: Illinois Foreclosure Counsel

Re: Document Standardization

Date: October 3, 2018

Included with this announcement are updated versions of the standardized templates that shall be used, **effective October 19, 2018** in all foreclosure actions filed in the above-referenced state. The templates for your jurisdiction include:

- Loss Mitigation Affidavit (Rule 114) (IL001.J003)
- Affidavit of Amounts Due and Owing (IL002.J004)

Important Note: Any Warranty Deed, Limited Warranty Deed, or Special Warranty Deed templates previously issued for your state for conveyance to HUD or the VA have been retired as such documents are prepared by SPS's vendor. The firm should no longer submit these documents to SPS for signature. However, Grant Deed and Quitclaim Deed templates, if provided for your state, remain for firm use when required (e.g., post-sale conveyance to FNMA or FHLMC, when appropriate).

The firm must not modify the effective date or letter code found in the document footer when submitting the standardized document for execution, and template formatting should be retained as closely as practicable.

SPS templates shall be followed strictly and completed in accordance with the following directions:

SPS templates include indicators that specify which party is responsible for completing certain information. Missing information enclosed in bolded **[brackets]** is to be furnished by the firm prior to submission to SPS for review and execution. Documents missing this information will be rejected and will impact the firm's scorecard. SPS will supply information indicated by underlined blank spaces and will check boxes as necessary. For example:

- **[Attorney to insert date of Note]** or [_____] = To be prepared by the attorney/firm
- "I, _____, am a _____ of Select Portfolio Servicing, Inc..." or "Yes___ No ___" = To be filled in by SPS

Due to SPS notary and signature spacing requirements, do not alter any notary or signature blocks. However, the firm is approved to change the signatory, where applicable, to "Select Portfolio Servicing, Inc." in instances where SPS is the named plaintiff. In such cases, the firm is also responsible for making other document updates, including but not limited to removing language identifying the AITNO or Plaintiff as the Owner of the Note and removing references to SPS as attorney-in-fact, since such statements would no longer be accurate or required.

The firm shall upload each document package carefully to expedite its return, implementing the following instructions:

When submitting documents for SPS execution please upload the document and all supporting documentation as one package into BKFS via the Signature Required Process. To the extent multiple documents need execution at the same stage, those documents should be combined into a single document package when being uploaded, not uploaded separately. Include any special execution instructions in the Signature Required DDF in BKFS as

necessary. Also, as long as the document is still processing, do not upload the same document again under a new process.

In order for the SPS document signer to validate every date, figure, fact, and name in the document, the firm must attach supporting documentation for every item. Failure to attach all required supporting documentation will also result in document rejection and will impact the firm's scorecard. Frequently missing items include the breach/demand letter, state required notice, title search, recorded instrument, note with complete endorsement/allonge chain, executed assignment into the AITNO/Plaintiff name, completed modification, and Location of Note results when attesting to possession of the note. In addition, any other documents incorporated by reference or exhibit must also be attached. All should be attached to prevent document rejection and unnecessary delay, and Exhibits should be labeled "A", "B", "C", and so on. Include a cover sheet on the top of each exhibit to facilitate easier identification. Please also retain the same order in the document package.

Document Exceptions shall be handled in accordance with SPS policy below:

The firm is not authorized to make any changes to the document once executed and returned by SPS; therefore, any document requiring alteration will need to be re-executed by SPS. Failure in adhering to this policy may result in remediation plan, removal from the SPS firm network, and/or removal of all files from the firm. In addition, firms should not pre-print attorney names and bar numbers on the attorney signature block of the document as any substitution would require the document to be re-executed. Firms are not allowed to hand write one attorney's name and bar number in place of another.

Unless previously approved by a member of SPS Corporate Legal, Compliance, and Foreclosure, Vice President or higher, all variances from the standardized forms will be rejected and returned to the firm. In order to obtain approval, please provide specific details with backup as necessary justifying the reason for modifying the SPS template or submitting the non-standardized document for SPS signature. If a non-standardized document is required, but it can be drafted using a similar form from SPS, please do so. However, any non-standardized document or heavily modified template should not have a letter code or effective date since it is not an SPS approved form.

Please also be advised that nothing in this message is deemed to be a waiver of network counsel's obligation to promptly advise SPS of any changes to foreclosure practice in the relevant jurisdiction. *See, Attorney Agreement at section 2.13.* If any of these templates are rejected by a court or title insurer for any reason, please promptly notify SPS for further review and instruction.

Please direct any questions or concerns regarding this announcement to Laura Shepherd at Laura.Shepherd@spservicing.com or Andrew Welch at Andrew.Welch@spservicing.com.

**IN THE CIRCUIT COURT OF THE [JUDICIAL DISTRICT] JUDICIAL CIRCUIT
[VENUE] COUNTY, ILLINOIS**

[Foreclosure Plaintiff]

PLAINTIFF

VS.

[Defendant Name(s)]

DEFENDANT(S).

CASE NO.: [_____]

Property: **[Property Address]
[Property City, IL]
[Property Zip Code]**

AFFIDAVIT OF AMOUNTS DUE AND OWING

1. I, _____, am a _____ of Select Portfolio Servicing, Inc. (“SPS”). I have authority to make this statement on its behalf because I am a person familiar with the business of SPS and its mode of operation. SPS is the servicer of the loan at issue in this matter. In my duties, I am familiar with the practices and procedures of SPS. I am familiar with the systems of record that SPS uses to create and record information related to residential mortgage loans that it services, including the process by which information is entered into those systems. I am familiar with these systems because I utilize them on a regular basis as a routine function of my employment. I am authorized and trained to access these records. If called to testify at the trial of this matter, I could competently testify as to the facts contained in this affidavit.

2. As a mortgage servicer, SPS collects payments from borrowers and maintains up-to-date electronic records concerning the loans it services in its electronic record-keeping system. I have access to SPS’s business records, including the business records for and relating to the subject loan. I make this affidavit based upon my review of those records relating to the Borrower(s)’s loan and from my own personal knowledge of how the records are kept and maintained. The loan records are maintained by SPS in the course of its regularly conducted business activities and are made at or near the time of the event, by or from information transmitted by a person with personal knowledge. It is the regular practice to keep such records in the ordinary course of a regularly conducted business activity.

3. To the extent that the business records of the loan in this matter were created by a prior servicer, the prior servicer's records for the loan were integrated and boarded into SPS's systems, such that the prior servicer's records concerning the loan are now part of SPS's business records. SPS ~~maintains-conducts~~ quality control and verification ~~procedures-of the information received from the prior servicer~~ as part of the boarding process to ensure the accuracy of the boarded records. It is the regular practice of SPS to integrate prior servicers' records into SPS's business records, and to rely upon the accuracy of those boarded records in providing its loan servicing functions. These prior servicer records are integrated and relied upon by SPS as part of SPS's business records.

4. This loan [was/was not] serviced by another entity. SPS currently services the loan as attorney-in-fact for the Plaintiff. **[Attorney to include the following sentences only if applicable:]** SPS acquired the servicing rights for this loan on **[Attorney to insert transfer date]** from **[Attorney to insert prior servicer name]**. At the time of the service transfer, the loan was due for the **[Attorney to insert due date at time of transfer]** payment.

5. The amount due is based on my review of business records contained in the MSP loan servicing system described below, including an itemization of balances on the account.

6. SPS's loan servicing system of record is based upon the widely-used MSP loan servicing system to automatically record and track mortgage payments. This type of accounting and tracking program is recognized as standard in the industry. Information contained in the MSP loan servicing system includes details of each loan, such as unpaid principal balance, interest rate, maturity date, due date, payment history, escrow and corporate advances made on the loan, etc. When a mortgage payment is received, the following procedure is used to process and apply the payment, and to create the records I reviewed:

Payment information is directly imported from the lockbox payment processing center into the MSP loan servicing system on a daily basis. Where possible (*e.g.*, if a payment coupon is sent with the payment), payments are posted by automation. Payments that cannot be posted by automation are entered manually and are reconciled on a daily basis. A contemporaneous record of each payment is associated with the related loan number and retained in the MSP loan servicing system. These records are made in the regular course of SPS's business.

In the case at bar, the entries reflecting the Defendant's payments were made in accordance with the procedure detailed above, and these entries were made at or near the time that the payment was

received. The MSP loan servicing system accurately records mortgage payments when properly operated. In the case at bar, the MSP loan servicing system was properly operated to accurately record the Defendant's mortgage payments.

7. **[Attorney to insert only when applicable:]** The loan evidenced by the note and secured by the mortgage was subsequently modified pursuant to the Loan Modification Agreement, which is attached hereto as Exhibit A.

8. Based on the foregoing, Defendant(s) **[Attorney to insert borrower names]** failed to pay amounts due under the Note, and the amount due and owing as of **[Attorney to insert Data Date]** is:

Principal Balance	[_____]
Deferred Principal Balance*	[_____]
Interest good through [Attorney to insert good through date]	[_____]
Pro Rata Mortgage Insurance	[_____]
Escrow Advance	[_____]
Advances Made on the Defendant's Behalf	[_____]
Late Charges	[_____]
NSF Charges	[_____]
Interest on Advance	[_____]
Suspense Balance	[_____]
Total Amount Due	[_____]

*Non-Interest Bearing

The current interest rate is **[Insert current rate]**%. Per diem interest in the amount of **[\$[Insert amount]** will accrue on the principal unless there is an interest rate change as set forth in the Note. The per diem interest will then accrue on the principal until the next interest rate change date and accrue thereafter in accordance with the variable rate as set forth in the Note. Business records supporting the above-referenced account data are attached as Exhibit [__].

Based on the foregoing, **[Attorney to insert Plaintiff name]** has the right to foreclose.

AFFIANT STATES NOTHING MORE.

By: _____

Name: _____

Title: _____

Select Portfolio Servicing, Inc.

Date: _____

STATE OF UTAH)

COUNTY OF SALT LAKE)

Subscribed and sworn to before me on this ____ day of _____, in the year

20____ by _____, a _____

of Select Portfolio Servicing, Inc., proved on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument. Witness my hand and official seal.

Notary Public

**IN THE CIRCUIT COURT OF THE [JUDICIAL DISTRICT] JUDICIAL CIRCUIT
[VENUE] COUNTY, ILLINOIS**

[Foreclosure Plaintiff]

PLAINTIFF

VS.

[Defendant Name(s)]

DEFENDANT(S).

CASE NO.: [_____]

Property: **[Property Address]
[Property City, IL]
[Property Zip Code]**

LOSS MITIGATION AFFIDAVIT

I, _____, hereby state as follows:

1. I am a _____ of Select Portfolio Servicing, Inc. ("SPS"), servicing agent and attorney-in-fact for the Mortgagee as defined in Section 15-1208 of the Illinois Mortgage Foreclosure Law for the residential mortgage loan that is the subject of the pending foreclosure case, and I am authorized to act on behalf of the Plaintiff.

2. With respect to the subject mortgage loan, SPS is the appropriate entity to extend loss mitigation, if any, to the Mortgagor(s), as defined in Section 15-1209 of the Illinois Mortgage Foreclosure Law.

3. I have performed, or caused to be performed, a review of the records maintained in the ordinary course of the business of SPS relating to the subject mortgage loan, and based upon that review:

- a. The subject mortgage loan is eligible for evaluation of the following loss mitigation programs:

Modification Programs	Yes___ No ___
Short Sale	Yes___ No ___
Deed In Lieu of Foreclosure	Yes___ No ___
Relocation Assistance	Yes___ No ___

b. For each of the programs listed above in 3(a), the following steps have been taken by the mortgagee to comply with its obligations under such programs:

Loss Mitigation Solicitation Letter Sent Yes___ No ___

c. Complete applications for the following loss mitigation options were submitted by Mortgagor(s) and given due consideration in compliance with applicable standards:

d. Mortgagor(s) was given the following modifications but have since breached, defaulted, or failed to complete such programs:

e. Mortgagor(s) completed the following programs:

f. For each of the programs listed above in 3(a), the current status of all loss mitigation options is as follows:

Please see loss mitigation summary report attached as “Exhibit A.”

4. The above is true and correct to the best of my personal knowledge, information, and belief and is based up on my review of the business records as set forth above.

AFFIANT STATES NOTHING MORE.

By: _____

Name: _____

Title: _____

Select Portfolio Servicing, Inc.

Date: _____

STATE OF UTAH)

COUNTY OF SALT LAKE)

Subscribed and sworn to before me on this ____ day of _____, in the year

20__ by _____, a _____

of Select Portfolio Servicing, Inc., proved on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument. Witness my hand and official seal.

Notary Public