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**Section I: Foreclosure Affidavit Templates** **AZ - Substitution of Trustee**

**WHEN RECORDED MAIL TO:**

**<<FIRM NAME>>**

<<SUCCESSOR TRUSTEE NAME>>

<<FIRM ADDRESS>>

<<FIRM ADDRESS>>

SPACE ABOVE THIS LINE FOR RECORDER’S USE

**SUBSTITUTION OF TRUSTEE**

WHEREAS, **<<ORIGINAL TRUSTOR(S)>>** as the original Trustor(s), <<ORIGINAL TRUSTEE>> was the original Trustee and **<<ORIGINAL BENEFICIARY>>** was the original Beneficiary under that certain Deed of Trust dated **<<DOT DATE>>** and recorded on **<<RECORDING DATE>>** as Instrument No. <<DOCUMENT NUMBER OR BOOK/PAGE NUMBERS>> of the Official Records of <<COUNTY NAME>> County, **<<STATE>>** and described as:

<<LEGAL DESCRIPTION>>

WHEREAS, the undersigned present beneficiary under the said Deed of Trust hereby appoints

<<**SUCCESSOR TRUSTEE NAME(S)**>>**, whose address is <<SUCCESSOR TRUSTEE ADDRESS>>,** as **Successor**

**Trustee** under said Deed of Trust, and is qualified to act as Successor Trustee per ARS Section 33-803 (A), as a [member of the Arizona State Bar][licensed Arizona escrow agent].

<<CURRENT BENEFICIARY>>

By:

Its: Authorized Representative

State of \_)

County of )

On , 20 , before me, \_, a Notary Public for said State, personally appeared personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

# CA - California Declaration of Compliance

**CALIFORNIA DECLARATION OF COMPLIANCE CAL. CIV. CODE § 2923.55(c)**

Borrower(s): [BORROWER] Mortgage Subservicer: [SUBSERVICER]

Property Address: [PROPERTY ADDRESS]

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

1. [ ] The mortgage subservicer has contacted the borrower pursuant to California Civil Code § 2923.55(b)(2) to “assess the borrower’s financial situation and explore options for the borrower to avoid foreclosure.” Thirty (30) days, or more, have passed since the initial contact was made.
2. [ ] Despite the exercise of due diligence pursuant to California Civil Code § 2923.55(f), the mortgage subservicer has been unable to contact the borrower “to assess the borrower’s financial situation and explore options for the borrower to avoid foreclosure.” Thirty (30) days, or more, have passed since these due diligence efforts were satisfied.
3. [ ] No contact was required by the mortgage subservicer because the individual(s) did not meet the definition of “borrower” pursuant to subdivision (c) of California Civil Code § 2920.5.
4. [ ] The requirements of California Civil Code § 2923.55 do not apply because the loan is not secured by a first lien mortgage or deed of trust on “owner-occupied” residential real property as defined by California Civil Code § 2924.15(a).

I certify that this declaration is accurate, complete and supported by competent and reliable evidence which the mortgage subservicer has reviewed to substantiate the borrower’s default and the right to foreclose, including the borrower’s loan status and loan information.

|  |  |
| --- | --- |
|  | |
|  | Signature of Agent or Employee |
| Printed Name of Agent or Employee, employed as \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ of Cenlar FSB | |
|  | |
|  | |

# CT - Affidavit of Debt (AOI)

, Plaintiff,

vs.

)

) SUPERIOR COURT

)

) JUDICIAL DISTRICT OF

)

)

)

, )

AT

)

Defendant(s). )

)

STATE OF )

) SS.

COUNTY)

**AFFIDAVIT OF DEBT**

<<AFFIANT’S NAME>>, being first duly sworn on oath, deposes and states as follows:

1. I am employed by Cenlar FSB as a \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. I am authorized to execute this affidavit on behalf of [<< CitiMortgage, Inc.>> or <<FORECLOSING PARTY>>]. The statements made in this Affidavit are based on my personal knowledge of the business records.
2. Affiant is over the age of 18 and competent to testify as to the matters contained

herein.

1. For convenience, the following party or parties who executed the Note are referred herein as “Borrower”: .
2. In my capacity as a \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, I have access to Cenlar FSB’s business records, including the business records for and relating to the Borrower’s loan. I make this affidavit based upon my review of those records relating to the Borrower’s loan and from my own personal knowledge of how they are kept and maintained. The loan records for the Borrower are maintained by Cenlar FSB 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 knowledge. It is the regular practice to keep such records in the ordinary course of a regularly conducted business activity.
3. Cenlar FSB’s business records that relate to the Borrower’s loan that I reviewed and relied upon for the statements made in this Affidavit are the Note, [the Lost Note Affidavit,] the Mortgage and Cenlar FSB’s electronic servicing system. Attached hereto and incorporated herein is a printout from such system(s) setting forth information concerning the Borrower’s loan and the amounts due.
4. Borrower executed a Note dated , in the amount of

$ secured by a Mortgage on a property located at .

1. <<FORECLOSING PARTY>> has the right to foreclose based on the following:

<<FORECLOSING PARTY>> is the holder of the Note.

<<FORECLOSING PARTY>> has possession of the Note and is enforcing the Note as transferee in possession.

<<FORECLOSING PARTY>> has the right to possess the Note but was unable to locate the Note in its files; therefore, <<FORECLOSING PARTY>> is enforcing the Note using a lost note affidavit.

1. The Borrower has failed to make payments under the Note, and the Borrower’s

default on the Note has not been cured. As a result, the loan balance has been accelerated making the entire balance due and owing in accordance with the terms of the Borrower’s loan documents.

1. As a result of the Borrower’s default, the Borrower owes, as of ,

the following itemized sums of money, exclusive of fees and costs:

|  |  |
| --- | --- |
| Principal Balance | $ |
| Interest Due from through  at % | $ |
| Pre-Acceleration Late Charges | $ |
| Escrow | |
| Escrow Deficiency-Real Estate Taxes Paid on <<DATE TAXES PAID>>$ | |
| Escrow Deficiency-Real Estate Taxes Paid on <<DATE TAXES PAID>>$ | |
| Escrow Deficiency-Real Estate Taxes Paid on <<DATE TAXES PAID>>$ | |
| Hazard Insurance  $\_ | |
| Mortgage Insurance  Premium/Private Mortgage Insurance  $\_ | |

|  |  |
| --- | --- |
| Credits  $\_ | |
| Total Escrow | $ |
| Property Preservation | $ |
| Previous Bankruptcy Fees/Costs | $ |
| Property Inspections | $ |
| Suspense | $ |
| Miscellaneous Charges/Credits as Follows: | |
| $ | |
| $ | |
| $ | |
| TOTAL | $ |

The per diem interest due from [date after the date to which AOD is calculated] is $\_ .

1. It is requested that this Court take judicial notice that there are no setoffs or counterclaims presently pending in the above-entitled action. **[\*\*For cases filed in the Ansonia-Milford Judicial District, please replace prior statement with:** To the best of my knowledge, there are no set offs or counterclaims to the debt due to the Plaintiff.]

BY:

**AFFIANT**

Date:

Subscribed and sworn to before me this day of , 20 , by

<< AFF IAN T’ S N AM E> >

<<NOTARY SIGNATURE>>

<< N OTARY’S PRINT ED NAM E> > , Notary Public

State of

My commission expires:

Personally Known OR Produced Identification

Type of Identification Produced:

# DE - Affidavit of Compliance With 5062D(b) and Statement of Amount Due

**AFFIDAVIT OF COMPLIANCE WITH §5062D(b) AND STATEMENT OF AMOUNTS DUE**

STATE OF \_) COUNTY OF \_)

) ss:

BE IT REMEMBERED that on this day of \_\_\_\_\_\_, 20 , before me the undersigned

subscriber, a Notary Public in and for the jurisdiction aforesaid, personally appeared

<<AFFIANT’S NAME>>, employed by Cenlar FSB as a \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, who having first been duly sworn, deposes and says as follows:

1. I am employed by Cenlar FSB as a \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. I am authorized to execute this affidavit on behalf of [<< CitiMortgage, Inc.>> or <<FORECLOSING PARTY>>]. The statements made in this Affidavit are based on my personal knowledge of the business records.

6. In my capacity as a \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, I have access to Cenlar FSB’s business records, including the business records for and relating to the Borrower’s loan. I make this affidavit based upon my review of those records relating to the Borrower’s loan and from my own personal knowledge of how the business records are kept and maintained. The loan records for the Borrower are maintained by Cenlar FSB 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 knowledge. It is the regular practice to keep such records in the ordinary course of a regularly conducted business activity.

**[**4. Cenlar FSB’s business records that relate to the Borrower’s loan that I reviewed and relied upon for the statements made in this Affidavit are the Note, [the Lost Note Affidavit,] the Mortgage and Cenlar FSB’s electronic servicing system.

**[Use Option 1 if foreclosing in the name of CitiMortgage, Inc. and use Option 2 if foreclosing in the name of Citibank, N.A., a CitiFinancial entity, or a third party.]**

**[OPTION 1**

1. I solemnly declare and affirm that the following statements are based on my personal knowledge of the business records obtained from my personal review of Cenlar FSB’s business records, which include the loan account records for <<BORROWER>> (“Borrower”), having an address of << PROPERTY ADDRESS>>, and that the following statements are true and correct to the best of my knowledge, information and belief.

**[OPTION 2**

6. I am employed by Cenlar FSB as a \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. I am authorized to execute this affidavit on behalf of [<< CitiMortgage, Inc.>> or <<FORECLOSING PARTY>>]. I solemnly declare and affirm that the following statements are based on my personal knowledge of the business records obtained from my review of Cenlar FSB’s business records, which include the loan account records for <<BORROWER>> (“Borrower”), having an address of << PROPERTY ADDRESS>>, and that the following statements are true and correct to the best of my knowledge, information and belief.

**7.** That in my capacity as a \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, I have access to Cenlar FSB’s business records, and am competent to affirm the matters stated herein, and am duly authorized to make this Affidavit for and on behalf of the aforesaid Cenlar FSB;

1. **<<**FORECLOSING PARTY**>>** has the right to foreclose based on the following:

**<<** FORECLOSING PARTY**>>** is the holder of the Note.

**<<**FORECLOSING PARTY**>>** has possession of the Note and is enforcing the Note as transferee in possession.

**<<**FORECLOSING PARTY**>>** has the right to possess the Note but was unable to locate the Note in its files; therefore, **<<**FORECLOSING PARTY**>>** is enforcing the Note using a lost note affidavit.

1. That on the \_day of \_\_\_\_, 20 , **<<[** **Cenlar FSB] / [on behalf**

**of] / [**FORECLOSING PARTY**]>>** caused to be mailed, by certified mail, postage prepaid, return receipt requested and first-class mail, to the Borrower, a Notice of Intent to Foreclose dated

as required under 10 Del.C. § 5062B(a)(3).

1. [That said Notice of Intent to Foreclose included a payment history compliant with 10 Del.C.

§5062B(a)(5) except in so far as <<FORECLOSING PARTY>> is unable to provide the full twelve month payment history prior to the Borrower’s default.

1. That on <<INITIAL SERVICING DATE>>, <<FORECLOSING PARTY>> obtained this loan from a prior subservicer/lender, and began to service the loan.
2. That as a result of this transfer, <<FORECLOSING PARTY>>:

does not have payment histories for the Borrower prior to

or

has a payment history for the Borrower from to

\_.

1. <<FORECLOSING PARTY>>, has made reasonable and diligent efforts to obtain the missing information from the prior subservicer but has been unsuccessful in obtaining the full twelve month payment history prior to the Borrower’s default. As such, <<FORECLOSING PARTY>> included the entirety of the required information which is available to it;.
2. That as of the date of filing of the complaint in this matter, the loan remains in default. The amounts listed herein are justly due and owing and that no part thereof has been paid.

**STATEMENT OF AMOUNT DUE AS OF <<DATE>>**

Principal Balance $

Interest $

Late Charges $

Escrow Advances $

Credits $

SUBTOTAL $

Reasonable Attorneys’ fees $

TOTAL $

BY:

**AFFIANT**

Date:

Subscribed and sworn to before me this day of , 20 , by

<< AFF IAN T’ S N AM E> >

<<NOTARY SIGNATURE>>

<< N OTARY’S PRINT ED NAM E> > , Notary Public

State of My commission expires:

Personally Known OR Produced Identification

Type of Identification Produced:

# FL - Affidavit in Support of Plaintiff's Motion to Cancel Sale

IN THE COURT OF THE JUDICIAL CIRCUIT AND FOR COUNTY, FLORIDA

, Plaintiff,

vs.

,

Defendant(s).

)

) CASE NO.

)

)

)

)

)

)

)

)

)

STATE OF )

COUNTY)

) SS.

**AFFIDAVIT I N SUPPO RT O F PLA I NT I FF’ S MO T IO N T O CA NCEL SALE**

<<AFFIANT’S NAME>>, being first duly sworn on oath, deposes and states as follows:

1. I am employed by Cenlar FSB as a \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. I am authorized to execute this affidavit on behalf of [<< CitiMortgage, Inc.>> or <<FORECLOSING PARTY>>]. The statements made in this Affidavit are based on my personal knowledge of the business records. I am authorized to make the representations contained in this Affidavit in Support of Plaintiff’s Motion to Cancel Sale (the “Affidavit”) on behalf of <<FORECLOSING PARTY>>. I have obtained personal knowledge of the below events through my review of business records that are kept by Cenlar FSB in the normal course of business, including the records related to the loan described below.

1. I am over the age of eighteen and competent to testify as to the matters contained herein.
2. For convenience, the following party or parties listed on the Note are referred herein individually or collectively as “Borrower”:

9. In my capacity as a \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, I have access to Cenlar FSB’s business records, including the business records for and relating to the Borrower’s loan. I make this Affidavit based upon my review of those records relating to the Borrower’s loan and from my own personal knowledge of how the business records are kept and maintained. The loan records for the Borrower are made and maintained by Cenlar FSB in the ordinary 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 knowledge.

1. Cenlar FSB’s business records relating to the Borrower’s loan, which records I reviewed and relied upon for the statements made in this Affidavit, include [the Note,] [the Lost Note Affidavit,] the Mortgage and Cenlar FSB’s electronic servicing system. Attached hereto as **Exhibit “A”** and incorporated herein is a printout from such system(s) setting forth information concerning the Borrower’s loan and payment records [LOCAL COUNSEL HAS THE DISCRETION TO DETERMINE WHAT INFORMATION AND DOCUMENTATION SHOULD BE INCLUDED IN EXHIBIT “A” DEPENDING ON THE CIRCUMSTANCES PARTICULAR TO THE LOAN FILE].
2. [The foreclosure sale on the Borrower’s loan scheduled for <<**INSERT SCHEDULED**

**FORECLOSURE DATE**>> needs to be cancelled due to the following: <<**LOCAL COUNSEL WILL INSERT**

**REASON OR REASONS THE SALE IS BEING CANCELLED**>>.] [NOTE THAT THE AFFIANT WILL NEED TO HAVE

PERSONAL KNOWLEDGE OF THE FACTS SURROUNDING THE CANCELLATION OF THE SALE FROM CITI

BUSINESS RECORDS, WHICH CAN TAKE THE FORM OF INFORMATION UPLOADED BY LOCAL COUNSEL.

LOCAL COUNSEL HAS THE DISCRETION TO AMEND THIS PARAGRAPH AND TO STRUCTURE IT TO FIT THE

APPLICABLE FACTS.]

1. [IF THE FORECLOSURE SALE HAS BEEN CANCELLED PREVIOUSLY, LOCAL COUNSEL HAS THE

DISCRETION TO INCLUDE THE FOLLOWING PROVISIONS TO DETAIL THE NUMBER OF PRIOR

CANCELLATIONS AND THE REASONS FOR THE CANCELLATIONS.] [CitiMortgage, Inc. or Cenlar FSB]>> has previously canceled the foreclosure sale on Borrower’s loan as described below:

* 1. Date of Prior Scheduled foreclosure sale: <<DATE>>

Reason for Cancellation: [INCLUDE WHY LOSS MITIGATION COULD NOT BE COMPLETED

IN THE TIME SINCE THE LAST CANCELLATION, IF THE MOTION THAT THE AFFIDAVIT IS

BEING SUBMITTED IN SUPPORT OF IS NOT THE FIRST CANCELLATION].

* 1. [REPEAT FOR EACH PRIOR CANCELLATION]

1. [IF THE FORECLOSURE SALE IS BEING CANCELLED DUE TO ONGOING LOSS MITIGATION,

LOCAL COUNSEL HAS THE DISCRETION TO INCLUDE THE FOLLOWING PROVISIONS TO EXPLAIN THE STATUS

OF SUCH LOSS MITIGATION EFFORTS AND THE REASONS THEY COULD NOT BE CONCLUDED PRIOR TO THE

SCHEDULED SALE.] As of the date of this Affidavit, Cenlar FSB is reviewing loss mitigation options with respect to the borrower[s] for loss mitigation options. [Attached hereto as Exhibit “B” are business records showing the status of ongoing loss mitigation

negotiations. [SUCH DOCUMENTATION MAY INCLUDE BORROWER CORRESPONDENCE, LETTERS

ACKNOWLEDGING RECEIPT OF LOSS MITIGATION PACKAGES OR REQUESTING ADDITIONAL

DOCUMENTATION AS DETERMINED APPLICABLE BY LOCAL COUNSEL.] FURTHER YOUR AFFIANT SAYETH NOT.

BY:

<<INSERT **AFFIANT’S NAME>>**

Date:

Subscribed and [sworn to / affirmed] before me this day of , 20 , by

<<AFFIANT’S NAME>>.

, Notary Public

State of

My commission expires:

Personally known OR Produced identification .

Type of identification produced:

.

# FL - Affidavit of Additional Advances

IN THE CIRCUIT COURT OF THE JUDICIAL CIRCUIT, IN AND FOR

<<COUNTY>> COUNTY, FLORIDA

<<PLAINTIFF>>

Plaintiff CIRCUIT CIVIL DIVISION

v.

<<DEFENDANT>>

Defendant(s) /

CASE NO.:

**AFFIDAVIT OF ADDITIONAL ADVANCES**

STATE OF

COUNTY OF

<<AFFIANT’S NAME>>, being duly sworn, deposes and says:

1. I am employed by Cenlar FSB as a \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. I am authorized to execute this affidavit on behalf of [<< Cenlar FSB>> or <<FORECLOSING PARTY>>]. The statements made in this Affidavit are based on my personal knowledge of the business records.

I am employed by Cenlar FSB as a \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. I am authorized to execute this affidavit on behalf of [<< CitiMortgage, Inc.>> or <<FORECLOSING PARTY>>]. The statements made in this Affidavit are based on my personal knowledge of the business records obtained through my review of business records that are kept by Cenlar FSB, in the regular course of business.

1. I am over the age of eighteen and competent to testify as to the matters contained herein.
2. For convenience, the following party or parties listed on the note governing the subject foreclosure are referred to herein as “Borrower[s]”:

.

1. In my capacity as a \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, I have access to Cenlar FSB’s business records, including the business records for and relating to the {Borrower’s} / {Borrowers’} loan. I make this Affidavit based upon my review of those records relating to the {Borrower’s} / {Borrowers’} loan and from my own personal knowledge of how the business records are kept and maintained. The loan records for the Borrower[s] are maintained by Cenlar FSB 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 knowledge. It is the regular practice of Cenlar FSB to keep such records in the ordinary course of a regularly conducted business activity.
2. Cenlar FSB’s business records that relate to the {Borrower’s} / {Borrowers’} loan that I reviewed and relied upon for the statements made in this Affidavit are the {note governing the subject foreclosure} / {<<lost note affidavit>>}, the mortgage, and records maintained on Cenlar FSB’s electronic servicing system[s]. Attached hereto as Exhibit A and incorporated herein is a printout from such system[s] setting forth information concerning the {Borrower’s} / {Borrowers’} loan and the amounts due.
3. Cenlar FSB has advanced the following amounts subsequent to the [Final] Judgment executed on <<DATE>> in the amount of <<$

>>: [OUTSIDE COUNSEL AT ITS SOLE DISCRETION CAN MODIFY THE FOLLOWING CHART LISTING

ADDITIONAL ADVANCES AS APPROPRIATE TO ACCOMMODATE EACH PARTICULAR CASE]

Es

|  |  |
| --- | --- |
| crow | |
| Escrow Deficiency-Real Estate Taxes Paid on <<DATE>> | <<$ >> |
| Hazard Insurance | <<$ >> |
| Water/Sewer/Meter Bill | <<$ >> |

|  |  |
| --- | --- |
| Mortgage Insurance  Premium/Private Mortgage <<$ >> Insurance | |
| Credits <<$ >> | |
| Total Escrow | <<$ >> |
| Broker’s Price Opinion/ Appraisals | <<$ >> |
| Property Preservation | <<$ >> |
| Previous Bankruptcy Fees/Costs | <<$ >> |
| Property Inspections | <<$ >> |
| Suspense | <<$ >> |
| Miscellaneous Charges/Credits as Follows: | <<$ >> |
| TOTAL <<$ >> | |

BY:

**AFFIANT**

Date:

Subscribed and sworn to before me by , this day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20 .

, Notary Public State of

My commission expires:

Personally known OR Produced identification .

Type of identification produced:

.

# FL - Affidavit of Amounts Due and Owing

IN THE COURT OF THE JUDICIAL CIRCUIT AND FOR COUNTY, FLORIDA

, Plaintiff,

vs.

,

Defendant(s).

)

) CASE NO.

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STATE OF )

COUNTY)

) SS.

**AFFIDAVIT OF AMOUNTS DUE AND OWING**

, being first duly sworn on oath, deposes and states as follows:

1. I am employed by Cenlar FSB as a \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. I am authorized to execute this affidavit on behalf of [<< CitiMortgage, Inc.>> or <<FORECLOSING PARTY>>]. The statements made in this Affidavit are based on my personal knowledge of the business records.

1. I am over the age of 18 and competent to testify as to the matters contained herein.
2. For convenience, the following party or parties listed on the Note are referred herein as “Borrower”: .

16. In my capacity as a \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, I have access to Cenlar FSB’s business records, including the business records for and relating to the Borrower’s loan. I make this affidavit based upon my review of those records relating to the Borrower’s loan and from my own personal knowledge of how the business records are kept and maintained. The loan records for the Borrower are maintained by Cenlar FSB 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 knowledge. It is the regular practice to keep such records in the ordinary course of a regularly conducted business activity.

1. Cenlar FSB’s business records that relate to the Borrower’s loan that I reviewed and relied upon for the statements made in this Affidavit are the Note, [the Lost Note Affidavit,] the Mortgage and Cenlar FSB’s electronic servicing system. Attached hereto and incorporated herein is a printout from such system(s) setting forth information concerning the Borrower’s loan and the amounts due.

6. Borrower executed a Note (the “Note”) dated , in the amount of

$ secured by a Mortgage (the “Mortgage”) on a property located

at . [A true and accurate copy of the Note and Mortgage are

attached.]

8. <<FORECLOSING PARTY>> has the right to foreclose based on the following:

<<FORECLOSING PARTY>> is the holder of the original Note secured by the Mortgage.

<<FORECLOSING PARTY>> has possession of the Note and is enforcing the Note as transferee in possession.

<<FORECLOSING PARTY>> has the right to possess the Note but was unable to locate the Note in its files; therefore, <<FORECLOSING PARTY>> is enforcing the Note using a lost note affidavit.

1. The Borrower has defaulted under the terms of the Note and Mortgage. The Borrower’s default on the Note and Mortgage has not been cured, and the loan balance has been accelerated making the entire balance due and owing in accordance with the terms of the loan documents.
2. As a result of the Borrower’s default, the Borrower owes, as of

\_, the following itemized sums of money, exclusive of fees and costs:

|  |  |
| --- | --- |
| Principal Balance | $ |
| Interest Due from through  at % Per diem interest at $\_ | $ |
| Pre-Acceleration Late Charges | $ |
| Escrow | |
| Escrow Deficiency-Real Estate Taxes Paid on <<DATE TAXES PAID>>$ | |

|  |  |
| --- | --- |
| Escrow Deficiency-Real Estate Taxes Paid on <<DATE TAXES  PAID>>$ \_ | |
| Escrow Deficiency-Real Estate Taxes Paid on <<DATE TAXES PAID>>$ | |
| Hazard Insurance  $\_ | |
| Mortgage Insurance Premium/ Private Mortgage Insurance  $\_ | |
| Credits  $\_ | |
| Total Escrow | $ |
| Broker’s Price Opinion/Appraisals  Property Preservation | $  $ |
| Previous Bankruptcy Fees/Costs | $ |
| Property Inspections | $ |
| Suspense | $ |
| Miscellaneous Charges/Credits as Follows: | |
| $ | |
| $ | |
| $ | |
| TOTAL | $ |

BY:

**AFFIANT**

Date:

Subscribed and sworn to before me

this day of , 20 , by

, Notary Public State of

My commission expires:

Personally known OR Produced identification .

Type of identification produced:

.

# FL - Affidavit of Compliance and Lost Note

IN THE COURT OF THE JUDICIAL CIRCUIT AND FOR COUNTY, FLORIDA

, Plaintiff,

vs.

)

) CASE NO.

)

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, )

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Defendant(s). )

)

STATE OF )

COUNTY)

) SS.

**AFFIDAVIT OF COMPLIANCE AND LOST NOTE**

BEFORE ME, the undersigned authority, personally appeared <<AFFIANT’S NAME>> who, after being duly sworn, deposes and states, under penalty of perjury, as follows:

1. I am employed by Cenlar FSB as a \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. I am authorized to execute this affidavit on behalf of [<< Cenlar FSB.>> or <<FORECLOSING PARTY>>]. The statements made in this Affidavit are based on my personal knowledge of the business records. I have obtained personal knowledge of the below events through my review of business records that are kept by Cenlar FSB in the normal course of business, including the records related to the loan described below.

1. I am over the age of eighteen (18) and competent to testify as to the matters contained

herein.

1. For convenience, the following party or parties listed on the Note described below are referred to herein individually or collectively as “Borrower”:

.

1. On <<Date of Mortgage>>, the public records reflect that Borrower executed and delivered a mortgage (the “Mortgage”) securing the payment of the note described therein (the “Note”) to <<Lender Named on the Note>>. The Mortgage was recorded at <<Recording Information>> and mortgaged the property located at <<Property Address>>, and as more particularly described in the Mortgage, which was then owned by, and in the possession of, the Borrower. A copy of the [Note and] Mortgage are attached

as Exhibit A and Exhibit B, respectively. [IN THE EVENT A COPY OF THE NOTE IS NOT AVAILABLE, THEN CENLAR FSB

WILL NOTIFY LOCAL COUNSEL IN ORDER TO DETERMINE ALTERNATE COURSES.]

1. <<Note Enforcing Party>> is not in possession of the Note but is entitled to enforce it.
2. <<Note Enforcing Party>> cannot reasonably obtain possession of the Note because

[**SELECT ONLY ONE OF THE FOLLOWING OPTIONS:** {the Notes was destroyed} / {the Note is lost} / {the Note is in the wrongful possession of an unknown person} / {the Note is in the wrongful possession of a person who cannot be found or is not amenable to service of process}.]

18. [**PLACE THE TEXT OF ONLY ONE OF THE FOLLOWING OPTIONS IN PARAGRAPH \_\_ AND**

**DELETE THE OTHER SUBPARAGRAPHS OF PARAGRAPH \_\_:**

1. When loss of possession occurred, <<Note Enforcing Party>> was the holder of the original Note secured by the Mortgage.
2. When loss of possession occurred, <<Note Enforcing Party>> was a person entitled to

enforce the Note under applicable law because [Allege specific facts].

1. <<Note Enforcing Party>> has directly or indirectly acquired ownership of the Note from a

person entitled to enforce the Note when loss of possession occurred as follows: [Allege facts

regarding transfer of ownership].

1. <<Note Enforcing Party>> has been delegated the authority to institute a mortgage foreclosure action on behalf of the holder of the original Note who lost possession of the Note. The document[(s)] that grant[(s)] <<Note Enforcing Party>> the authority to act on behalf of the

person entitled to enforce the Note <{is}/ {are} as follows: [Attach a copy of document(s) or

relevant portion(s) of the document(s)].

1. <<Note Enforcing Party>> has been delegated the authority to institute a mortgage foreclosure action on behalf of the person entitled to enforce the original Note when loss of

possession occurred, because [Allege specific facts]. The document[(s)] that grant[(s)] <<Note Enforcing Party>> the authority to act on behalf of the person entitled to enforce the Note {is} /

{are} as follows: [Attach document(s) if not already attached].

1. <<Note Enforcing Party>> has been delegated the authority to institute a mortgage foreclosure action on behalf of the person or entity who directly or indirectly acquired ownership of the Note from a person entitled to enforce the original Note when loss of possession occurred,

as follows: [Allege specific facts]. The document[(s)] that grant[(s)] <<Note Enforcing Party>> the

authority to act on behalf of the person entitled to enforce the Note {is} / {are} as follows: [Attach

document(s) if not already attached].]

1. Below is the clear chain of the endorsements, transfers, allonges or assignments of the note

and all documents that evidence same as are available to <<Note Enforcing Party>>: [Identify in

chronological order all endorsements, transfers, assignments of and allonges to the Note or other

evidence of the acquisition, ownership and possession of the Note]. Correct copies of the foregoing documents are attached to this Affidavit.

1. <<Note Enforcing Party>> did not transfer the Note or lose possession of it as the result of a lawful seizure.
2. Prior to the entry of judgment in favor of << [NOTE ENFORCING PARTY]>>, and to the extent Borrower may experience loss by reason of a claim to enforce the Note brought by another person, << [NOTE ENFORCING PARTY]>> will provide adequate security to protect the Borrower against such loss by any reasonable means permitted by sections 673.3091(2) and 702.11, Florida Statutes.

FURTHER, AFFIANT SAYETH NAUGHT.

BY:

**AFFIANT**

Date:

Subscribed and sworn to before me this day of \_\_\_\_\_\_\_\_\_\_, 20 , by <<Affiant’s Name>>.

, Notary Public

<<Print Name of Notary>>

State of

My commission expires:

Personally known OR Produced identification .

Type of identification produced:

.

# FL - Affidavit of Lost Credit Agreement HELOC

STATE OF §

§

COUNTY OF §

**AFFIDAVIT OF LOST CREDIT AGREEMENT**

I, <<AFFIANT’S NAME>>, being duly sworn, under penalty of perjury depose and state as follows:

1. I am employed by Cenlar FSB as a \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. I am authorized to execute this affidavit on behalf of [<< CitiMortgage, Inc.>> or <<FORECLOSING PARTY>>]. The statements made in this Affidavit are based on my personal knowledge of the business records.

1. I am authorized to make the representations contained in in this Affidavit of Lost Credit Agreement (“Affidavit”) on behalf of <<FORECLOSING PARTY>>. I have obtained personal knowledge of the below events through my review of business records that are kept by Cenlar FSB, in the normal course of business, including the records related to the loan described below.
2. I am over the age of 18 and competent to verify the information contained herein.
3. For convenience, the following party or parties are referred to herein individually or

collectively as “Borrower”: <<INSERT NAME(S) OF BORROWER(S)>>. To evidence and secure a residential home equity <<[loan] / [line of credit] / [OTHER APPLICABLE DESCRIPTOR]>> (the “Loan”), the Borrower executed a <<[promissory note] / [Home Equity Line of Credit Agreement and Disclosure]

/[OTHER APPLICABLE DESCRIPTOR]>> (the “Credit Agreement”) dated <<INSERT DATE OF CREDIT

AGREEMENT>>, with a credit limit of <<$INSERT CREDIT LIMIT>> and an original interest rate of

<< >>% per annum, and secured by a <<[Home Equity Line of Credit Agreement] / [Mortgage] / [OTHER DOCUMENT TITLE]>> (the “Mortgage”) dated <<INSERT DATE OF MORTGAGE>> and recorded

in the Official Records, Book at Page / as Instrument No. ]

of <<INSERT COUNTY NAME>> County, Florida.

1. Cenlar FSB provides certain loan servicing activities in connection with the Loan and

<<[insert custodian of record]>> is the custodian of the collateral documents described below]. I have access to the business records of Cenlar FSB concerning the Loan.

1. <<After a good faith, thorough and diligent manual search of the hard copy collateral file

pertaining to the Loan, the original Credit Agreement was not located. / OR [USE THIS SENTENCE WHEN A THIRD PARTY IS THE CUSTODIAN

OF THE COLLATERAL FILE: A request for the collateral file, including the original Credit Agreement, submitted by Cenlar FSB to {Third Party Custodian} resulted in a response from {Third Party Custodian} that such original Credit Agreement could not be located and, consequently, Cenlar FSB considers such original Credit Agreement lost.]>> Based upon the foregoing due diligence and review of business records, <<[ [Cenlar FSB has concluded that possession of the original Credit Agreement cannot reasonably be obtained.

1. [CHOOSE ONE OF THE FOLLOWING THREE ALTERNATIVES:

<<[(1) IF ATTACHING A COPY OF THE IMAGED CREDIT AGREEMENT, INCLUDING ALL AMENDMENTS, USE

THE FOLLOWING SENTENCE: Attached as Exhibit A is a true and correct copy of the Credit Agreement. OR

[(3) IF NOT ATTACHING A COPY OF THE CREDIT AGREEMENT, INCLUDING ALL RELEVANT TERMS, USE THE

FOLLOWING SENTENCE: Based on Cenlar FSB’s business records, attached as Exhibit A is a true and correct statement of the principal

terms of the Credit Agreement.

8. [CHOOSE ONE OF THE FOLLOWING ALTERNATIVES:

<<[WHERE CITI HAD POSSESSION AT TIME OF LOSS, INCLUDE THIS PARAGRAPH: The business records described above reflect that the Credit Agreement was in <<[CitiMortgage, Inc./ [Cenlar FSB]>>’s possession at the time it was lost or destroyed.**]** OR

[WHERE CITI/CENLAR FSB’S COUN SEL WAS IN POSS ESS ION AT TIM E OF LOSS, IN CLUD E THIS PA RAGRAPH: The business records described above reflect that the Credit Agreement was in the possession of foreclosure counsel,

[INSERT LAW FIRM NAME], at the time it was lost or destroyed.**]** OR

[WHERE THIRD PARTY CUSTODIAN WAS IN POSSESSION AT TIME OF LOSS, INCLUDE THIS PARAGRAPH:

The business records described above reflect that the Credit Agreement was in the possession of a third

party custodian, <<INSERT THIRD PARTY CUSTODIAN NAME>>, at the time it was lost or destroyed.**]** OR

1. The loss of possession of the Credit Agreement is not the result of the original Credit Agreement being assigned, endorsed, or delivered to another party, cancelled, pledged, hypothecated or otherwise transferred, nor was the loss of possession the result of lawful seizure of the Credit Agreement.
2. The business records of [Citibank, N.A./CENLAR FSB] reflect that the Credit Agreement for the Loan was originated by <<INSERT NAME OF ORIGINAL LENDER>> on or before <<DATE OF LOAN ORIGINATION>>

and possession of the original Credit Agreement was transferred to <<SUCCESSOR LENDER>>.

<<Thereafter, on or before <<DATE OF SUBSEQUENT LOAN TRANSFER>>, the possession of the Credit

Agreement was transferred to <<SUCCESSOR LENDER>>. [REPEAT THIS FINAL SENTENCE FOR EACH

ADDITIONAL SUCCESSOR LENDER THROUGH CURRENT INCLUDING A TRANSFER ARISING FROM A

MERGER.]

1. To the extent Borrower may experience loss by reason of a claim by another person to enforce the lost Credit Agreement, <<[CitiMortgage, Inc.] /[Citibank, N.A.]/[CitiFinancial Foreclosing Entity from Exhibit D from Exhibit D]/[NON-CITI FORECLOSING PARTY]>> will make provisions to adequately protect Borrower against such loss by any reasonable means permitted by Florida Statute

702.11 prior to the entry of final judgment.

AFFIANT

By: Name: Date:

Subscribed and sworn to before me this day of , \_, by

<<INSERT AFFIANT’S NAME>>.

, Notary Public

State of County of

My commission expires:

Personally known \_OR Produced identification \_.

Type of identification produced:

**EXHIBIT A**

**THE CREDIT AGREEMENT**

**[ATTACH A COPY OF THE CREDIT AGREEMENT AND ALL AMENDMENTS IF AVAILABLE, OTHERWISE INSERT A SUMMARY OF THE CRITICAL ELEMENTS OF THE CREDIT AGREEMENT]**

# FL - Possession Certificate

**FLORIDA STATUTES, § 702.015(4) POSSESSION CERTIFICATE**

1. I am employed by Cenlar FSB as a \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. I am authorized to execute this affidavit on behalf of [<< CitiMortgage, Inc.>> or <<FORECLOSING PARTY>>]. The statements made in this Affidavit are based on my personal knowledge of the business records.

2. I am over the age of 18 and competent to certify the information contained herein. Pursuant to Florida Statutes, § 702.015(4), under penalty of perjury, I give this certification.
3. For convenience, the following party or parties listed on the Note are referred herein as “Borrower”: . The Borrower executed a

promissory note (the “Note”) dated , in the amount of $ .

**[USE THE FOLLOWING PARAGRAPH IF FORECLOSING IN THE NAME OF CITIMORTGAGE, INC.**

1. [\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ is in possession of the original Note upon which this action is brought.]

**[USE THE FOLLOWING PARAGRAPH IF FORECLOSING IN THE NAME OF CITIBANK, N.A., A CITIFINANCIAL**

**ENTITY, OR A NON-CITI THIRD PARTY**

1. Cenlar FSB is in possession of the original Note upon which this action is brought through its custodian, which possesses the note on behalf of [FORECLOSING PARTY].

**[USE THE FOLLOWING PARAGRAPH WHERE THE NOTE IS LOCATED AT CITI MORTGAGE INC.**

1. At the time of verification, the original Note was located at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ at {Insert

address}.

**[USE THE FOLLOWING PARAGRAPH WHERE THE NOTE IS LOCATED AT A LAW FIRM**

1. At the time of verification, the original Note was located at the offices of {Insert Law Firm

name and address}, counsel to {Insert name of foreclosing entity}.

1. I personally verified << [CENLAR FSB / -[FORECLOSING PARTY]>>’s possession of the original Note on [DATE] at [TIME].
2. A true and correct copy of the Note, together with any applicable allonges, assignments, merger certificates, etc., as required to show a complete chain of title, is attached to this Certificate as Exhibit A.

Under penalty of perjury, I declare that I have read the foregoing Possession Certificate, and the facts alleged therein are true and correct to the best of my knowledge and belief.

**CERTIFIER**

By: Name:

Date:

**EXHIBIT A**

**CERTIFIED COPY OF NOTE**

[THE FOLLOWING LANGUAGE IS INTENDED AS A GUIDE AND IS NOT MANDATORY SINCE THE DESCRIPTION OF THE NOTE WILL VARY FROM FILE TO FILE. INSERT COMPLETE COPY OF NOTE, INCLUDING FRONT AND BACK PAGES, TOGETHER WITH ALL ENDORSEMENTS AND ALLONGES. ALSO INSERT THE FOLLOWING CHAIN OF TITLE, AS APPLICABLE:

1. BORROWER EXECUTED THE NOTE ON [ORIGINAL NOTE DATE] IN FAVOR OF <<ORIGINAL LENDER>>.
2. [ORIGINAL LENDER] ENDORSED THE NOTE IN FAVOR OF [SUBSEQUENT LENDER].
3. BY MERGER ON [MERGER DATE] EVIDENCED BY THE ATTACHED MERGER CERTIFICATE, [ORIGINAL LENDER] MERGED INTO [SUBSEQUENT LENDER] THEREBY LEGALLY TRANSFERRING OWNERSHIP OF THE NOTE AND MORTGAGE TO [SUBSEQUENT LENDER].

# HI -Statement of Review

*Attorney-Client Privileged*

**STATEMENT OF REVIEW**

Loan Number: Borrower: Property address:

1. I am employed by Cenlar FSB as a \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. I am authorized to execute this affidavit on behalf of [<< CitiMortgage, Inc.>> or <<FORECLOSING PARTY>>]. The statements made in this Affidavit are based on my personal knowledge of the business records.

The statements made in this Statement of Review are based on my personal knowledge of the business records. I have personally reviewed the following documents relating to the above referenced loan:

**[INDICATE ALL DOCUMENTS REVIEWED]**

[ ] Note and mortgage

[ ] Assignment(s) (including notarization) [ ] Note endorsement(s) / allonge(s)

[ ] Complaint, Exhibits and Summons [ ] Declaration of Indebtedness

[ ] Other: **[IF SELECTED, LIST OTHER DOCUMENTS REVIEWED]**

Based on my review of the documents identified above:

**[INDICATE ALL APPLICABLE]**

[ ] I confirm the factual accuracy of the identity of the Plaintiff named in the Complaint, and the defaults and the amounts claimed to be due to Plaintiff in the Complaint, Summons and the attached Exhibits.

[ ] I confirm the factual accuracy of the identity of the Plaintiff named in the Complaint, and the defaults and the amounts claimed to be due to Plaintiff in the Declaration of Indebtedness and the attached Exhibits.

[ ] I confirmed the factual accuracy, as of the date filed, of the allegations in the Complaint

<<filed [If complaint already filed] / OR to be filed [If complaint not yet filed]>> by Plaintiff, and, as of the date signed, the accuracy of the facts in any supporting declarations,

affidavits or affirmations by or on behalf of Plaintiff filed f Applicable: As to those named defendants other than <<

|  |  |
| --- | --- |
| with the Court, if applicable. [I |  |
| Insert Names of Borrower’s on | |

Note>>, I believe that information to be true to the best of my knowledge, information, and belief.]

Further, I confirm that I executed the following documents in the presence of a notary, at the time of notarization, on the date reflected in the notarization:

[**LIST ALL NOTARIZED DOCUMENTS EXECUTED BY YOU THAT HAVE BEEN FILED WITH THE COURT WHERE THE ABOVE STATEMENT IS TRUE]**

[ ]

[ ]

[ ]

Additionally, I confirm that I reviewed the notarizations contained in the documents filed with the Complaint for Foreclosure, confirmed the accuracy of the notarizations by examining the notarizations for signs of forgery or tampering and verified the factual accuracy of the notarized documents using business records.

Name:

Date

# ID - Idaho Affidavit of Compliance with Idaho Code Section 45-1506c

STATE OF §

§ COUNTY OF §

**AFFIDAVIT OF COMPLIANCE WITH IDAHO CODE SECTION 45-1506C**

COMES NOW , being first duly sworn, deposes and says:

1. I am employed by Cenlar FSB, as \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. Pursuant to an agreement, Cenlar FSB provides certain loan servicing activities for CitiMortgage, Inc. I am authorized to make the representations contained in this affidavit on behalf of <<FORECLOSING PARTY>>. I have obtained personal knowledge of the below events through my review of business records that are kept by Cenlar FSB in the normal course of business, including the records related to the loan described below. The Deed of Trust (the “Deed of Trust”) was recorded <<Insert recording information for the Deed of Trust>>, County of <<COUNTY>>, Idaho.

**[**

1. The following selected paragraph(s) [is/are true] and correct.
   1. [ ] **[If modification and meeting requested by the borrower]:** Beneficiary or Beneficiary's agent has complied with section 45-1506C, Idaho Code, by: (a) evaluating the request for modification and providing a written response to the request as required in section 45-1506C(3), Idaho Code; and (b) scheduling, and if attended by the grantor of the Deed of Trust, attending, in person or by telephone, the meeting required in section 45-1506C(4), Idaho Code.
   2. [ ] **[If modification requested but no meeting requested by the borrower]:** Beneficiary or Beneficiary’s agent has complied with section 45-1506C, Idaho Code, by evaluating the request for modification and providing a written response to the request as required in section 45- 1506C(3), Idaho Code. The grantor of the Deed of Trust failed to request the meeting required in section 45-1506C(4), Idaho Code and consequently no meeting with Beneficiary or Beneficiary’s agent was scheduled as required in section 45-1506C(4), Idaho Code.
   3. [ ] **[If neither a modification nor a meeting requested by the borrower]:** The grantor of the Deed of Trust failed to request a modification and consequently no meeting with Beneficiary or Beneficiary’s agent was scheduled as required in section 45-1506C(4), Idaho Code.

**AFFIANT**

Date:

Subscribed and sworn to before me this day of , 20 , by

.

, Notary Public State of

[SEAL]

My commission expires:

Personally known OR Produced identification .

Type of identification produced:

.

# IL - Affidavit in Support of Proof of Mailing

**IN THE COURT OF JUDICIAL CIRCUIT AND FOR COUNTY, ILLINOIS**

)

,

Plaintiff,

vs.

,

) CASE NO.

)

) {IF COOK COUNTY}

) PROPERTY ADDRESS:

)

)

)

)

Defendant(s). )

)

STATE OF )

) SS.

COUNTY)

**AFFIDAVIT IN SUPPORT OF PROOF OF MAILING**

<<AFFIANT’S NAME>>, being first duly sworn on oath, deposes and states as follows:

1. I am employed by Cenlar FSB as a \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. I am authorized to execute this affidavit on behalf of [<< CitiMortgage, Inc.>> or <<FORECLOSING PARTY>>]. The statements made in this Affidavit are based on my personal knowledge of the business records. I am authorized to execute and to make the representations contained in this Affidavit in Support of Proof of Mailing (this “Affidavit”) on behalf of [<< CitiMortgage, Inc.>> or <<FORECLOSING PARTY>>].]

1. In the regular performance of my job functions, I am familiar with business records

maintained by Cenlar FSB for the purpose of servicing mortgage loans and I have personal knowledge of the business records of the operation of, and the circumstances surrounding the preparation, maintenance, distribution, and retrieval of records in, Cenlar FSB’s record keeping systems. These records (which include data compilations, electronic imaged documents, and others) are made at or near the time by, or from information provided by, persons with knowledge of the activity and transactions reflected in such records, and are kept in the ordinary course of business activity conducted regularly by Cenlar FSB. It is the regular practice of Cenlar FSB’s mortgage servicing business to make these records. Cenlar FSB has made and maintained such business records with respect to the individual[s] (the “Borrower[s]”) named as defendant[s] above in connection the loan (the “Subject Loan”) which is the subject of the captioned proceeding.

1. [FOR NOTICES SENT BY CENLAR FSB, USE THE FOLLOWING: I have personal knowledge of the business records that it is now, and was on the date that the written [<<grace period notice/acceleration notice/notice of default/demand letter >>] for the Subject Loan was created, the ordinary course of business of Cenlar FSB to contemporaneously:
2. create and print a hard copy of the letter;
3. create an entry in the computerized record keeping system that the [<<grace period notice/acceleration notice/notice of default/demand letter >>] was generated;
4. scan and save a copy of the written [<<grace period notice/acceleration notice/notice of default/demand letter >>] to the computer record associated with the relevant loan number for the Subject Loan;
5. send such letter by [Certified Mail] [and] [First Class Mail] to the Borrower[s] at the last known address as reflected in the Cenlar FSB’s computerized record keeping system [NOTE THAT IF THERE IS MORE THAN ONE BORROWER, THEN A NOTICE HAD TO BE SENT TO EACH BORROWER AT THAT BORROWER’S ADDRESS AS SHOWN IN CENLAR’S RECORDS AND EACH BORROWER AND ADDRESS SHOULD BE LISTED HERE.]; [and]
6. affix the proper postage, [both] for the letter[s] sent by [Certified Mail] [and] [First Class Mail] [.] [, and;]
7. generate and retain in to Cenlar FSB computerized record keeping system a loan level detailed written report summarizing the mailings completed on a daily basis.]
8. [FOR NOTICES SENT BY EXTERNAL VENDORS FOR WHICH IDENTIFYING CODES ARE NOT AVAILABLE, USE THE FOLLOWING: [Based upon my review of the Cenlar FSB computerized record keeping system and the computer records associated with the Subject Loan,] I have personal knowledge of the business records that on the date that the written [<<grace period notice/acceleration notice/notice of default/demand letter >>] for the Subject Loan was created, a third party mailing vendor performed the following services on behalf of Cenlar FSB in accordance with the written agreement between the parties:
9. created and printed a hard copy of the letter;
10. scanned and forwarded to Cenlar FSB a copy of the written [<<grace period notice/acceleration notice/notice of default/demand letter >>];
11. affixed the proper postage, [both] for the letter[s] sent by [Certified Mail] [and] [First Class Mail];
12. sent such letter by [Certified Mail] [and] [First Class Mail] to the Borrower[s] at the last known address as reflected in the Cenlar FSB computerized record keeping system. [NOTE THAT IF THERE IS MORE THAN ONE BORROWER, THEN A NOTICE HAD TO BE SENT TO EACH BORROWER AT THAT BORROWER’S ADDRESS AS SHOWN IN CENLAR’S RECORDS AND EACH BORROWER AND ADDRESS SHOULD VERIFIED EVEN THOUGH THEY ARE NOT ACTUALLY LISTED HERE.].

Cenlar FSB in the ordinary course of its business, created an entry in its computerized record keeping system to the computer record associated with the relevant loan number for the Subject Loan that the [<<grace period notice/acceleration notice/notice of default/demand letter>>] had been generated and mailed by such third party mailing vendor. Cenlar FSB retained a [scanned] copy of such notice in its electronic records. Such electronic records indicate whether such notice[s] [was / sere] sent by [Certified Mail] [and] [First Class Mail].

1. [LOCAL COUNSEL HAS THE DISCRETION TO AMEND THIS PARAGRAPH DEPENDING ON THE REQUIREMENTS OF THE COURT WHERE THE CASE IS PENDING:

The notice[s] attached hereto as EXHIBIT 2 [is / are] a true and correct copy of the written [<<grace period notice/acceleration notice/notice of default/demand letter>>] that was saved to the computer record associated with the Subject Loan on [or about] the same date such notice was sent by [Certified Mail] [and] [First Class Mail] to the Borrower[s] at the last known address as reflected in the Cenlar FSB computerized record keeping system.] [NOTE THAT IF THERE IS MORE THAN ONE BORROWER, THEN ATTACH A COPY OF EACH NOTICE SENT TO EACH BORROWER AT THAT BORROWER’S ADDRESS AS SHOWN IN CENLAR FSB’s RECORDS.]

The undersigned, under penalties as provided by law, certifies that the statements set forth in this instrument are true and correct.

FURTHER, Affiant sayeth not.

[KEEP THE SIGNATURE BLOCK ON THE SAME PAGE AS THE JURAT.]

BY:

**AFFIANT**

Date:

[CONFIRM THE JURAT BELOW MEETS STATE REQUIREMENTS WHERE SIGNED]

Subscribed and [sworn to / affirmed] before me this day of , 20 , by

<<AFFIANT’S NAME>>.

, Notary Public State of

My commission expires:

Personally known OR Produced identification .

Type of identification produced:

.

# IL - Loss Mitigation Affidavit

**IN THE COURT OF JUDICIAL CIRCUIT AND FOR COUNTY, ILLINOIS**

, Plaintiff,

)

) CASE NO.

)

) {IF COOK COUNTY}

) [PROPERTY ADDRESS:]

vs.

,

Defendant(s).

) <<INSERT PROPERTY ADDRESS>>

)

)

)

)

)

STATE OF )

COUNTY)

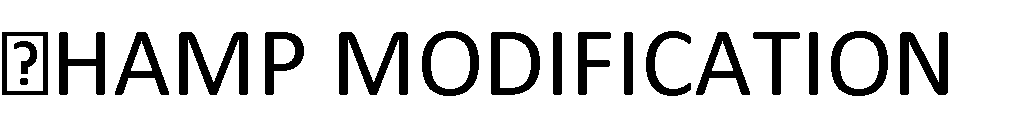
) SS.

**LOSS MITIGATION AFFIDAVIT**

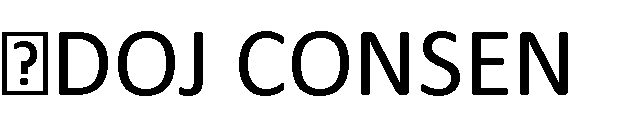
, being first duly sworn on oath, deposes and states as follows:

1. I am employed by Cenlar FSB as a \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. I am authorized to execute this affidavit on behalf of [<< CitiMortgage, Inc.>> or <<FORECLOSING PARTY>>]. The statements made in this Affidavit are based on my personal knowledge of the business records. In that capacity, I am authorized to execute this affidavit on behalf [<< CitiMortgage, Inc.>> or <<FORECLOSING PARTY>>], 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.

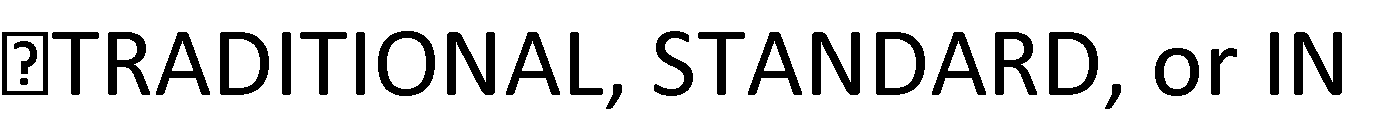
1. I am over the age of 18 and competent to testify as to the matters contained herein.
2. With respect to the subject mortgage loan and at the time of executing this affidavit, my employer is the appropriate entity authorized to extend loss mitigation, if any, to the mortgagor(s), as defined in Section 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 my employer relating to the subject mortgage loan, and based upon that review:
4. The subject mortgage loan was, is, or may be eligible for the following loss mitigation programs: [all applicable programs listed below will be checked)]

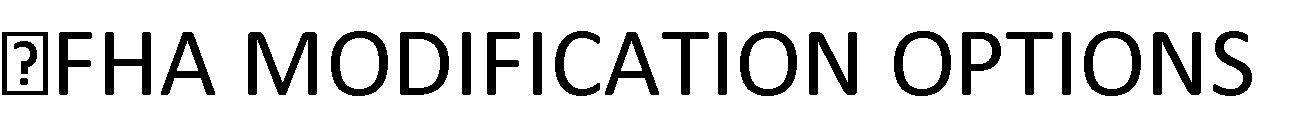


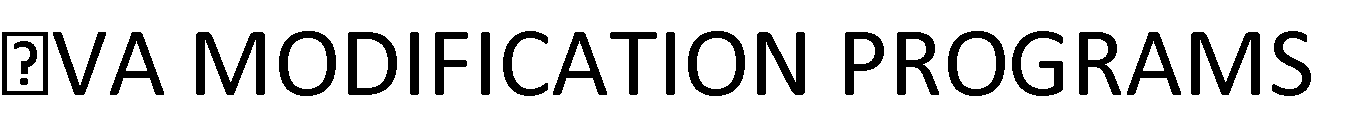
MODIFICATION

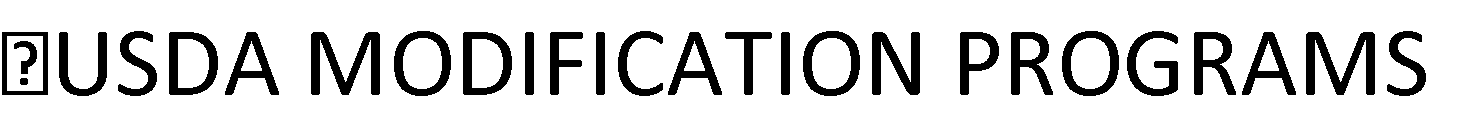


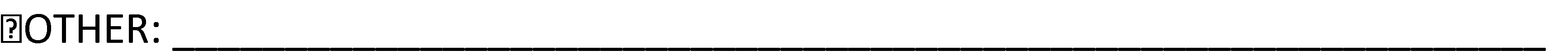
T

-HOUSE LOSS MITIGATION OPTIONS

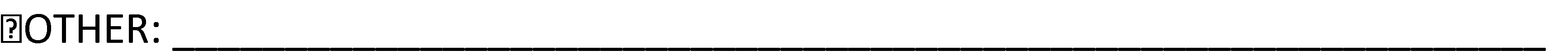












**By checking any of the above, this in no way guarantees a loss mitigation alternative must or shall be provided.**

1. For each of the programs listed above, the following steps have been taken by the mortgagee to comply with its obligations under such program (Any letter[s] referenced below [is / are] attached hereto):
2. For each of the programs listed above, the current status of loss mitigation effort is as follows(Any letter[s] referenced below [is / are] attached hereto):
3. The above is true and accurate to the best of my personal knowledge of the business records and based upon my review of the records as set forth above.

Affiant states nothing more.

BY:

**AFFIANT**

Date:

Subscribed and [sworn to / affirmed] before me this day of , 20 , by

<< AFF IAN T’ S N AM E> >.

<<NOTARY SIGNATURE>>

<< N OTARY’S PRINT ED NAM E> > , Notary Public

State of

My commission expires:

Personally Known OR Produced Identification Type of Identification Produced:

# IL- Affidavit of Amounts Due and Owing

**IN THE COURT OF JUDICIAL CIRCUIT AND FOR COUNTY, ILLINOIS**

, Plaintiff,

vs.

,

Defendant(s).

)

) CASE NO.

)

) {IF COOK COUNTY}

) PROPERTY ADDRESS:

)

)

)

)

)

)

STATE OF )

COUNTY)

) SS.

**AFFIDAVIT OF AMOUNTS DUE AND OWING**

<<AFFIANT’S NAME>>, being first duly sworn on oath, deposes and states as follows:

1. I am employed by Cenlar FSB as a \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. I am authorized to execute this affidavit on behalf of [<< CitiMortgage, Inc.>> or <<FORECLOSING PARTY>>]. The statements made in this Affidavit are based on my personal knowledge of the business records. If called upon to testify at the trial of this matter, I could competently testify as to the facts contained in this Affidavit.

1. Affiant is over the age of 18 and competent to testify as to the matters contained herein.
2. For convenience, the following party or parties listed on the Note subject to the captioned legal proceeding (the “Note”) are referred to herein as “Borrower”:

.

19. In my capacity as a \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, I have access to Cenlar FSB’s business records, including the business records for and relating to the Borrower’s loan. I make this affidavit based upon my review of those records relating to the Borrower’s loan and from my own personal knowledge of how the business records are kept and maintained. The loan records for the Borrower are maintained by Cenlar FSB 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 knowledge. It is the regular practice of Cenlar FSB to keep such records in the ordinary course of a regularly conducted business activity. I know this because I personally have the authority to access and to review borrower loan files on a frequent basis as part of my job responsibilities.

1. Cenlar FSB’s business records that relate to the Borrower’s loan that I reviewed and relied upon for the statements made in this Affidavit are the Note, [the Lost Note Affidavit,] the Mortgage and Cenlar FSB’s electronic servicing system. Cenlar FSB uses [INSERT NAME OF SERVICING SYSTEM] to automatically record and track mortgage payments.

This type of tracking and accounting program is recognized as standard in the industry. [IF THE

DEFENDANT HAS FILED AN APPEARANCE OR RESPONSIVE PLEADINGS TO THE COMPLAINT FOR

FORECLOSURE, INCLUDE THE FOLLOWING, OTHERWISE OMIT: Attached hereto and incorporated herein is a printout from such system(s) setting forth information concerning the Borrower’s loan and the amounts due.

1. In the ordinary course of my employment at Cenlar FSB my duties include reviewing and analyzing the business and loan records for loans <<that Cenlar FSB services <<[for its own

account] / [on behalf of {FORECLOSING PARTY}]>> / <<OR: for which Cenlar FSB provides certain loan servicing activities on behalf of {FORECLOSING PARTY}]>>. I am personally familiar with the Cenlar FSB’s books and records, including the records concerning loans Cenlar FSB subservices or for which it provides certain loan servicing activities for third parties.

1. [IF THE DEFENDANT HAS FILED AN APPEARANCE OR RESPONSIVE PLEADINGS TO THE

COMPLAINT FOR FORECLOSURE, INCLUDE THE FOLLOWING, OTHERWISE OMIT AND RENUMBER THE

SUCCEEDING SECTIONS: True and accurate copies of the Payment Histories for the loan, attached to this Affidavit as **Exhibit 1**, are computer-generated records. I have personal knowledge of the business records that it is now, and was on the date of the entries, the regular course of business of Cenlar FSB that the entries on the Payment Histories are made at or near the time of the occurrence and made in the ordinary course of business. Said records are not made in anticipation of litigation.]

1. I am familiar with <<INSERT NAME OF APPLICABLE RECORD KEEPING SYSTEM OR SYSTEMS>> and Cenlar FSB’s computer system[s], including the loan files and related software, and I am aware that a function of the software is to accurately calculate the payments made by borrowers, the expenses incurred by the applicable lender and the total principal and interest due on all loans. I know this is true because I have received training in the operation of such computer system[s] and I use the computer system[s] to retrieve information regularly as part of my work for the Cenlar FSB. This tracking and accounting software program is recognized as standard in the industry or is recognized as being of comparable quality and reliability as the software programs used by other subservicers in the industry.
2. Cenlar FSB maintain[s] individual files in the computer database for each of its loans. The records retained in the individual files is retained in a form that accurately reflects the information in the original record and allows the records to be accurately reproduced by transmission or printing. I know that this is true because I personally access these files to retrieve information on a regular basis as part of my work for the Subservicer.
3. The computerized loan files maintained by the Subservicer include the amounts of the original loans and the interest rates. Each file also includes the current principal and interest owed by the borrower, which is calculated mathematically by applying the payments received from the borrower against the original loan amount and interest rate. I know that this is true because I personally access the data in these loan files on a regular basis to determine the current principal and interest owed by borrowers and observe that payments reflected in the file have been applied against the original loan amount and interest rate.
4. In the ordinary course of business, when a borrower makes a payment on a loan, that payment information is entered into the computerized loan file for that borrower at the time of the payment automatically. I know that this is true because I have received training in the operation of Cenlar FSB’s software and I have observed that payments made by borrowers are recorded in borrowers’ computerized loan files when the payments are paid. The computer tracks the transactions by account number.
5. In the ordinary course of business, when a borrower makes a late payment, the computerized servicing software adds a late charge to the borrower’s account and records that data contemporaneously with the assessment of the charge. I know that this is true because I have received training in the operation of Cenlar FSB’s software and I have observed that late charges are recorded in borrowers’ computerized loan files when payments are not timely made.
6. The record is made in the regular course of Cenlar FSB’s business. In the case at bar, the entries reflecting the Borrower’s payments were made in accordance with the procedure detailed above, and these entries were made at the time or near the time that the payment was received.
7. << INSERT NAME OF APPLICABLE RECORD-KEEPING SYSTEM>> accurately records mortgage payments when properly operated. In the case at bar, such system[s] [was/were] properly operated to accurately record the Borrower’s mortgage payments.
8. [IF THE LOAN WAS PREVIOUSLY SERVICED BY ANOTHER ENTITY, THE FOLLOWING SHOULD

BE INCLUDED FOR THE MOST RECENT TRANSFER OF SERVICING RIGHTS: On <<INSERT DATE SERVICING RIGHTS WERE TRANSFERRED>> the servicing of the borrower’s loan was transferred to Cenlar FSB. At the time of this transfer, the Borrower’s loan was

<<[current] / [INSERT AMOUNT BY WHICH THE LOAN WAS IN DEFAULT AT THE TIME OF THE TRANSFER]>>.

1. The Borrower has failed to make all required payments according to the Borrower’s loan documents. The loan balance has been accelerated making the entire balance due and owing under the Note.
2. <<FORECLOSING PARTY>> has the right to foreclose based on the following:

<<FORECLOSING PARTY>> is the holder of the Note.

<<FORECLOSING PARTY>> has possession of the Note and is enforcing the Note as transferee in possession.

<<FORECLOSING PARTY>> has the right to possess the Note but was unable to locate the Note in its files; therefore, <<FORECLOSING PARTY>> is enforcing the Note using a lost note affidavit.

1. Based on the foregoing, Borrower failed to pay the amounts due under the Note. As of

\_, the following itemized sums of money remain due, exclusive of attorney’s fees and costs:

|  |  |
| --- | --- |
| Principal Balance | $ |
| Interest Due As of | $ |
| As of the Date of the Affidavit, interest accrues at the rate of % ($ per diem). | |
| Pre-Acceleration Late Charges | $ |
| Escrow | |
| Escrow Deficiency-Real Estate Taxes for the year <<YEAR TAXES PAID>>  $\_ | |
| Escrow Deficiency-Real Estate Taxes for the year <<YEAR TAXES PAID>>  $\_ | |
| Escrow Deficiency-Real Estate Taxes for the year <<YEAR TAXES PAID>>  $\_ | |
| Hazard Insurance  $\_ | |
| Mortgage Insurance Premium/ Private Mortgage Insurance  $\_ | |
| [Other escrow (SPECIFY:  )]  $\_ | |
| Credits  $\_ | |

|  |  |
| --- | --- |
| Total Escrow | $ |
| Broker’s Price Opinion/Appraisals | $ |
| Property Preservation | $ |
| Previous Bankruptcy Fees/Costs | $ |
| Property Inspections | $ |
| Suspense | $ |
| Miscellaneous Charges/Credits as Follows | $ |
| $ | |
| $ | |
| **TOTAL** | $ |

[AS REQUIRED BY ILLINOIS SUPREME COURT RULE 113, THE AFFIDAVIT IN SUPPORT OF ENTRY OF JUDGMENT OF FORECLOSURE, BY DEFAULT, OR OTHERWISE, SHALL NOT HAVE A STAND-ALONE SIGNATURE PAGE IF FORMATTING ALLOWS THE SIGNATURE PAGE TO BEGIN ON THE LAST PAGE OF THE

AFF IAN T’ S STA TEM ENTS . A LSO KEE P THE SIGN ATURE BLOCK ON THE SAME PA GE AS THE JURAT .]

BY:

**AFFIANT**

Date:

Subscribed and sworn to before me this day of \_\_\_\_\_\_\_\_\_\_\_\_, 20 , by

<< AFF IAN T’ S N AME>>

<<NOTARY SIGNATURE>>

<< N OTARY’S PRINT ED NAM E> > , Notary Public

State of

My commission expires:

Personally Known OR Produced Identification

Type of Identification Produced:

# MA - 35A Mortgagee's Affidavit (Land Court Mandated Form)

**COMMONWEALTH OF MASSACHUSETTS LAND COURT**

**DEPARTMENT OF THE TRIAL COURT**

FOR LAND COURT USE ONLY

**MORTGAGEE’S AFFIDAVIT**

Defendant (s)/Mortgagor(s):

Property Address:

* + 1. The undersigned makes oath and says that it is (check one):
       - The Mortgagee of the Mortgage which is the subject of this proceeding, in that it is the person or entity currently holding both the subject Mortgage and the note;

**or**

* + - * The Mortgagee of the Mortgage which is the subject of this proceeding, in that it is the person or entity currently holding the subject Mortgage and is acting on behalf of the current holder of the note;

**or**

* + - * Acting on behalf of the person(s) or entity(ies) currently holding the subject Mortgage and the note.

**AND**

* + 1. The undersigned further makes oath and says that it is (check one):
       - Notice(s) to Defendant(s)/Mortgagor(s) has/have been given in compliance with Massachusetts General Laws, Chapter 244, Section 35A, as amended (COPY OF NOTICE ATTACHED);

**or**

* + - * No notice has been given because no notice is required under Massachusetts General Laws, Chapter 244, Section 35A, as amended.

Signed under the pains and penalties of perjury on \_,

(Date)

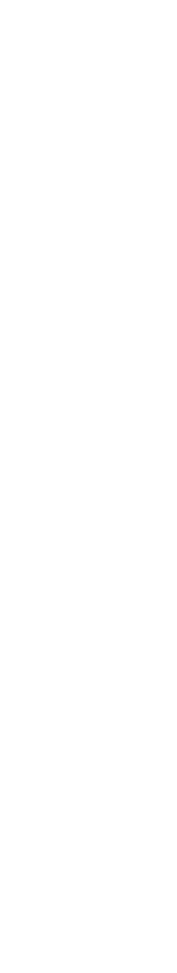
Plaintiff(s):

By:

Name:

Title:

# MA - 35B Affidavit (combined)



**AFFIDAVIT REGARDING MASS. GEN. L. C. 244, § 35B**

Property Address: , MA

I, the undersigned <<AFFIANT’S NAME>>, being first duly sworn on oath, depose and say:

1. I am employed by Cenlar FSB as a \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. I am authorized to execute this affidavit on behalf of [<< CitiMortgage, Inc.>> or <<FORECLOSING PARTY>>]. The statements made in this Affidavit are based on my personal knowledge of the business records.. In that capacity, I am authorized to execute this Affidavit Regarding Mass. Gen. L.C. 244, § 35B (“Affidavit”) on behalf of Cenlar FSB, located at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

PROPERTY ADDRESS

1. I am able to make this Affidavit based on personal knowledge of the business records derived from a review of certain records kept by Cenlar FSB in the ordinary course of business. I am familiar with <<Insert Name of Applicable Record Keeping System or Systems>>, Cenlar FSB’s computer system[s], including the loan files and related software, and I am aware that a function of the software is to accurately calculate the payments made by borrowers, the expenses incurred by the applicable lender and the total principal and interest due on all loans. I know this is true because I have received training in the operation of such computer system[s] and I use the computer system[s] to retrieve information regularly as part of the work I do for Cenlar FSB [and for its mortgage servicing clients]. This tracking and accounting software program is recognized as standard in the industry or is recognized as being of comparable quality and reliability as the software programs used by other subservicers in the industry.
2. <<Insert Names of Borrower(S) Who Signed the Promissory Note>> (individually or collectively referred to herein as “the Borrower”) executed a promissory note (the “Note”) payable to [Original Mortgagee] dated <<Insert Date Of Note>>, in the amount of $<<Original Note Amount>>, secured by a mortgage (the “Mortgage”) given by << Insert Names of Mortgagor(s) Who Signed the Mortgage: (individually or collectively referred to herein as the “Mortgagor”)>> to <<Original Mortgagee>> dated <<Origination Date>> and recorded in <<Insert Recording Information>>. [By assignment and/or merger, the Mortgage was assigned or transferred from the <<Original Mortgagee>> to <<Foreclosing Party>> as follows: <<List Information Regarding Each Prior Instrument or Assignment>>.

Date:

Recordation Number: (if applicable) Name of Assignee:

Description of Instrument:]

[If the loan was accelerated prior to May 1, 2008 and not eligible to receive the 35B notice, use the following Paragraph 4 and go to Paragraph X:

1. Based on our review of the business records, notice was not sent to the Borrower and the Mortgagor pursuant to Mass. Gen. L. Chapter 244, Section 35B because the loan secured by the Mortgage was accelerated by the lender prior to May 1, 2008.

[If the Borrower was sent a 35A notice prior to August 3, 2012 and not eligible to receive the 35B notice, use the following Paragraph 4 and go to Paragraph X:

4. Based on our review of the business records, notice was not sent to the Borrower pursuant to Mass. Gen. L. Chapter 244, Section 35B because notice was sent to the Borrower pursuant to Mass. Gen. L. Chapter 244, Section 35A prior to August 3, 2012.]

[If the Safe Harbor provisions of 209 CMR 56.08 apply, then use the following Paragraph 4 and go to Paragraph X:

4. Based on our review of the business records, notice was not sent to the Borrower pursuant to Mass. Gen. L. Chapter 244, Section 35B because:

* Within 36 months preceding delivery of the Right to Cure Notice pursuant to 209 CMR 56.03, the Borrower accepted a permanent loan modification of the “certain mortgage loan” which provided for an affordable monthly payment.
* Based on our review of the business records, the Borrower was notified in writing, in accordance with 209 CMR 56.05(6)(e), at any time within the 36 months

preceding delivery of the Right to Cure Notice pursuant to 209 CMR 56.03, that the Borrower was not eligible for a modified mortgage.

* The aforementioned Mortgage loan is not a “certain mortgage loan” as defined in Mass. Gen. L. Chapter 244, Section 35B.]

[If the Mortgagor sent the Borrower notice of the Borrower’s right to pursue a loan modification, but the Borrower has not responded within 30 days after the Mortgagor sent the notice, then use the following Paragraphs 4 and 5, then go to Paragraph X:]

1. Based on our review of the business records, notice was sent to the Mortgagor of the Borrower’s right to pursue a loan modification. Said notice was sent by first class mail and certified mail <<or by private carrier, if applicable>> to each Mortgagor at the Mortgagor’s address or addresses last known to <<Mortgagee>> on <<Mailing Date>>.
2. More than 30 days have elapsed since notice was sent to the Borrower of the Borrower’s right to pursue a loan modification and the Borrower has failed to respond to such notification.

[If the Borrower has expressed interest in pursuing a loan modification, but the loan modification negotiations failed to result in an agreed upon modification, then use the following 5 and 6 when no modification was offered, or 5 through 8 when the parties negotiated but did not reach an agreement, then go to Paragraph X:]

1. Based on our review of the business records, notice was sent to the Mortgagor of the Borrower’s right to pursue a loan modification. Said notice was sent by first class mail and certified mail <<or by private carrier, if applicable>> to each Mortgagor at the Mortgagor’s address or addresses last known to <<Mortgagee>> on <<Mailing Date>>.
2. The Borrower notified <<[CitiMortgage, Inc. ] [Cenlar FSB] >> that the Borrower intended to pursue a non-foreclosure alternative.
3. Within 30 days of receipt of the Borrower’s response, <<[CitiMortgage, Inc. ][Cenlar FSB] >> provided to the Borrower by first class mail and certified mail a written assessment of the Borrower’s income, debts and obligations; a net present value analysis of the mortgage loan; the anticipated net recovery at foreclosure; and a statement of the interests of <<[CitiMortgage, Inc.] / [Cenlar FSB]>>. [If no modification offer is made, then add the following sentence and delete the last sentence in this paragraph and delete Options A and B: The written assessment also included a notice that no modified mortgage loan would be offered.] [If a modification offer is made, then add the following sentence and delete the preceding sentence and select on of the Options A and B: The written assessment also included a modified mortgage loan offer under the requirements of the Mass. Gen. L.C. 244, § 35B, including the first and last names and contact information of / [Cenlar FSB]’s’s representative.

[Select one of the following Options A or B and delete the other:]

[Option A. Counteroffer from Borrower:]

1. Within 30 days after receipt of the offer of a modified mortgage loan, the Borrower responded with a counteroffer.
2. Within 30 days of receipt of the Borrower’s counteroffer, <<[CitiMortgage, Inc.] / [Cenlar FSB]>>:

□Responded with a counteroffer

**OR**

□Rejected the Borrower’s counteroffer.

(Repeat Paragraphs 7 and 8 if subservicer provided the Borrower with a further counteroffer until the Borrower’s last counteroffer is either rejected by subservicer or the Borrower rejects the counteroffer made by subservicer.)

[Option B. Modification Rejected by the Borrower:]

7. Within 30 days of receipt of the offer of a modified mortgage loan, the Borrower rejected

<<[CitiMortgage, Inc. ] / [Cenlar FSB]>>’s offer.]

[If the Borrower responds to the notice regarding the right to pursue a loan modification that the Borrower will pursue a course other than a loan modification, then use the following Paragraphs 4 and 5, then go to Paragraph X:

1. Based on our review of the business records, notice was sent to the Mortgagor of the Borrower’s right to pursue a loan modification. Said notice was sent by first class mail and certified mail <<or by private carrier, if applicable>> to each Mortgagor at the Mortgagor’s address or addresses last known to <<Mortgagee>> on <<Mailing Date>>.
2. Within 30 days of receipt of the aforementioned notice, the Borrower notified

<<[CitiMortgage, Inc.] / [ Cenlar FSB] >> that the Borrower intended a course of action other than to pursue a modified mortgage loan.

4. [UNIQUE FACTS: In the event the foregoing fact patterns do not adequately address the facts of a particular case, then local counsel has the discretion to assess the loss mitigation notes and to prepare an explanation of the facts that matches such history.]

[Insert paragraph number based on the sequence selected above, and check the appropriate box.]

<<X>>. Based upon the foregoing review of the relevant business records:

* + << [ Cenlar FSB]>> certifies compliance with the requirements of G.L.c. 244, §35B.
  + G.L.c. 244, §35B did not apply to the Mortgage.

The undersigned certifies under the pains and penalties of perjury that the foregoing is true and correct.

Date:

AFFIANT

<<SIGNATURE>>

<< AFF IAN T’ S N AM E> > [Plaintiff: <<PLAINTIFF>>]

State/Commonwealth of )

County, ss. )

, 20\_\_

On this day of \_\_ 20\_\_\_\_, before me, the undersigned notary public, personally appeared <<AFF IAN T’ S N AME> > , proved to me through satisfactory evidence of identification, which were (form of identification) , to be the person whose name is signed on the preceding or attached document, who swore or affirmed to me that the contents of the document are truthful and accurate to the best of his/her knowledge and belief.

Capacity: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ of Cenlar FSB

Notary Signature

My commission expires:

(Affix Seal)

# MA - 35C Affidavit

**AFFIDAVIT PURSUANT TO**

**MASS. GEN. L. CHAPTER 244, SECTION 35C**

Property Address:

I, the undersigned << AFFIAN T’ S N AM E>> , being first duly sworn on oath, depose and say:

1. I am employed by Cenlar FSB as a \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. I am authorized to execute this affidavit on behalf of [<< CitiMortgage, Inc.>> or <<FORECLOSING PARTY>>]. The statements made in this Affidavit are based on my personal knowledge of the business records.

In that capacity, I am authorized to execute this Affidavit Regarding Mass. Gen. L.C. 244, § 35B (“Affidavit”) on behalf of Cenlar FSB, located at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

9. I am able to make this Affidavit based on personal knowledge of the business records derived from a review of certain records kept by Cenlar FSB in the ordinary course of business. I am familiar with <<INSERT NAME OF APPLICABLE RECORD KEEPING SYSTEM >>, Cenlar FSB’s computer system, including the loan files and related software, and I am aware that a function of the software is to accurately calculate the payments made by borrowers, the expenses incurred by the applicable lender and the total principal and interest due on all loans. I know this is true because I have received training in the operation of such computer system[s] and I use the computer system[s] to retrieve information regularly as part of my work for Cenlar FSB. This tracking and accounting software program is recognized as standard in the industry or is recognized as being of comparable quality and reliability as the software programs used by other subservicers in the industry.

1. <<INSERT NAMES OF BORROWER(S) WHO SIGNED THE PROMISSORY NOTE>> (individually or collectively referred to herein as “the Borrower”) executed a promissory note (the “Note”) payable to [ORIGINAL MORTGAGEE] dated <<INSERT DATE OF NOTE>>, in the amount of

$<<ORIGINAL NOTE AMOUNT>>. The Note is secured by a mortgage (the “Mortgage”) given by

<< INSERT NAMES OF MORTGAGOR(S) WHO SIGNED THE MORTGAGE: (individually or collectively referred to herein as the “Mortgagor”)>> to <<ORIGINAL MORTGAGEE>> dated <<ORIGINATION DATE>> and recorded in <<INSERT RECORDING INFORMATION>>. [By assignment and/or merger, the Mortgage was assigned or transferred from the <<ORIGINAL MORTGAGEE>> to <<[ FORECLOSING PARTY] >> as follows: [LIST INFORMATION REGARDING EACH PRIOR INSTRUMENT OR ASSIGNMENT OR TRANSFER BY MERGER. DUPLICATE THE INFORMATION BELOW FOR EACH TRANSACTION. The last

endorsement to the Note should be to the party in whose name the foreclosure will be conducted, or to blank, and the last assignment of the Mortgage should be to the party in whose name the foreclosure will be conducted.]

Date:

Recordation Number: (if applicable)

Name of <<[FOR ASSIGNMENT, INSERT: Assignee] / [FOR MERGER, INSERT: Successor]>>: Description of Instrument:]

1. Based upon my review of the business records of Cenlar FSB, I certify as of the date of this document, I am authorized to act on behalf of the owner of the Note.

Signed under the pains and penalties of perjury this day of , 20\_\_\_\_.

AFFIANT

<<SIGNATURE>>

<< AFF IAN T’ S N AM E> >

[Plaintiff: <<PLAINTIFF>>]

State/Commonwealth of )

County, ss. )

On this day of 20\_\_\_\_\_, before me, the undersigned notary public, personally appeared << AFFIAN T’ S N AM E>> , proved to me through satisfactory evidence of identification, which were (form of identification) , to be the person whose name is signed on the preceding or attached document, who swore or affirmed to me that the contents of the document are truthful and accurate to the best of his/her knowledge and belief.

Capacity: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ of Cenlar FSB

Notary Signature

My commission expires:

(Affix Seal)

# MA - Affidavit of Continuing Note Ownership Status

**AFFIDAVIT OF CONTINUING NOTE OWNERSHIP STATUS**

Property Address:

I, the undersigned << AFFIAN T’ S N AM E>> , being first duly sworn on oath, depose and say:

22. I am employed by Cenlar FSB as a \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. I am authorized to execute this affidavit on behalf of [<< CitiMortgage, Inc.>> or <<FORECLOSING PARTY>>]. The statements made in this Affidavit are based on my personal knowledge of the business records. In that capacity, I am authorized to execute this Affidavit Regarding Mass. Gen. L.C. 244, § 35B (“Affidavit”) on behalf of Cenlar FSB, located at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

10. I am able to make this Affidavit based on personal knowledge of the business records derived from a review of certain records kept by Cenlar FSB in the ordinary course of business. I am familiar with <<INSERT NAME OF APPLICABLE RECORD KEEPING SYSTEM OR SYSTEMS>>, Cenlar FSB’s computer system[s], including the loan files and related software, and I am aware that a function of the software is to accurately calculate the payments made by borrowers, the expenses incurred by the applicable lender and the total principal and interest due on all loans. I know this is true because I have received training in the operation of such computer system[s] and I use the computer system[s] to retrieve information regularly as part of my work for Cenlar FSB. This tracking and accounting software program is recognized as standard in the industry or is recognized as being of comparable quality and reliability as the software programs used by other subservicers in the industry.

7. <<INSERT NAMES OF BORROWER(S) WHO SIGNED THE PROMISSORY NOTE>> (individually or collectively referred to herein as “the Borrower”) executed a promissory note (the “Note”) payable to [ORIGINAL MORTGAGEE] dated <<INSERT DATE OF NOTE>>, in the amount of

$<<ORIGINAL NOTE AMOUNT>>, secured by a mortgage (the “Mortgage”) given by << INSERT NAMES OF MORTGAGOR(S) WHO SIGNED THE MORTGAGE: (individually or collectively referred to herein as the “Mortgagor”)>> to <<ORIGINAL MORTGAGEE>> dated <<ORIGINATION DATE>> and recorded in <<INSERT RECORDING INFORMATION>>. [By assignment and/or merger, the Mortgage was assigned or transferred from the <<ORIGINAL MORTGAGEE>> to <<FORECLOSING PARTY>> as follows: [LIST INFORMATION REGARDING EACH PRIOR INSTRUMENT OR

ASSIGNMENT. The last endorsement to the Note should be to the party in whose name the foreclosure will be conducted, or to blank, and the last assignment of the Mortgage should be to the party in whose name the foreclosure will be conducted.]

Date:

Recordation Number: (if applicable) Name of Assignee:

Description of Instrument:

4. Based upon my review of the business records of Cenlar FSB, I certify that as of <<INSERT EXECUTION DATE OF THE 35C AFFIDAVIT>> when a representative of <<[Cenlar FSB] >> executed an Affidavit Regarding Mass. Gen. L. Chapter 244,

Section 35C pertaining to the Mortgage, and at all times thereafter continuing through to the Foreclosure Sale Date, <<[

Cenlar FSB >> was <<

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
|  | | | | FSB [SELECT ONE OPTION AND DELETE THE OTHER] | | |  |
| Note.] | / | OR | [the authorized agent of the owner of the Note.]>> | | | [Note: This paragraph 4 will be | |
| used when no previously filed affidavit contains a conflicting representation based on the prior | | | | | | | |
| template which included references to “noteholder” status.] | | | | |  | | |

[the owner of the

4. Based upon my review of the business records of Cenlar FSB, I certify that as of <<INSERT EXECUTION DATE OF THE 35C AFFIDAVIT>> when a representative of </ [Cenlar FSB] >> executed an Affidavit Regarding Mass. Gen. L. Chapter 244, Section 35C pertaining to the Mortgage, and at all times thereafter continuing through to the Foreclosure Sale Date, [FORECLOSING PARTY] >> was the owner of the Note or the authorized agent of the owner of the Note. [Note: Use this alternate paragraph 4 when a previously executed affidavit has been filed that does include a reference to “noteholder” status.]

Signed under the pains and penalties of perjury this day of , 20\_\_\_\_\_.

AFFIANT

<<SIGNATURE>>

<< AFF IAN T’ S N AM E> >

[Plaintiff: <<PLAINTIFF>>]

State/Commonwealth of )

County, ss. )

, 20\_

On this day of 20\_\_\_\_\_, before me, the undersigned notary public, personally appeared << AFFIAN T’ S N AM E>> , proved to me through satisfactory evidence of identification, which were (form of identification) , to be the person whose name is signed on the preceding or attached document, who swore or affirmed to me that the contents of the document are truthful and accurate to the best of his/her knowledge and belief.

Capacity: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ of Cenlar FSB

Notary Signature

My commission expires:

(Affix Seal)

# MA - Affidavit of Continuing Noteholder Status (Post-Sale)

**AFFIDAVIT OF CONTINUING NOTE OWNERSHIP STATUS (POST-SALE)**

Property Address:

I, the undersigned << AFFIAN T’ S N AM E>> , being first duly sworn on oath, depose and say:

1. I am employed by Cenlar FSB as a \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. I am authorized to execute this affidavit on behalf of [<< CitiMortgage, Inc.>> or <<FORECLOSING PARTY>>]. The statements made in this Affidavit are based on my personal knowledge of the business records. In that capacity, I am authorized to execute this Affidavit Regarding Mass. Gen. L.C. 244, § 35B (“Affidavit”) on behalf of Cenlar FSB, located at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

11. I am able to make this Affidavit based on personal knowledge of the business records derived from a review of certain records kept by Cenlar FSB in the ordinary course of business. I am familiar with <<INSERT NAME OF APPLICABLE RECORD KEEPING SYSTEM OR SYSTEMS>>, Cenlar FSB’s computer system[s], including the loan files and related software, and I am aware that a function of the software is to accurately calculate the payments made by borrowers, the expenses incurred by the applicable lender and the total principal and interest due on all loans. I know this is true because I have received training in the operation of such computer system[s] and I use the computer system[s] to retrieve information regularly as part of my work for Cenlar FSB. This tracking and accounting software program is recognized as standard in the industry or is recognized as being of comparable quality and reliability as the software programs used by other subservicers in the industry.

8. <<INSERT NAMES OF BORROWER(S) WHO SIGNED THE PROMISSORY NOTE>> (individually or collectively referred to herein as “the Borrower”) executed a promissory note (the “Note”) payable to [ORIGINAL MORTGAGEE] dated <<INSERT DATE OF NOTE>>, in the amount of

$<<ORIGINAL NOTE AMOUNT>>, secured by a mortgage (the “Mortgage”) given by << INSERT NAMES OF MORTGAGOR(S) WHO SIGNED THE MORTGAGE: (individually or collectively referred to herein as the “Mortgagor”)>> to <<ORIGINAL MORTGAGEE>> dated <<ORIGINATION DATE>> and recorded in <<INSERT RECORDING INFORMATION>>. [By assignment and/or merger, the Mortgage was assigned or transferred from the <<ORIGINAL MORTGAGEE>> to <<FORECLOSING PARTY>> as follows: [LIST INFORMATION REGARDING EACH PRIOR INSTRUMENT OR

ASSIGNMENT. The last endorsement to the Note should be to the party in whose name the foreclosure will be conducted, or to blank, and the last assignment of the Mortgage should be to the party in whose name the foreclosure will be conducted.]

Date:

Recordation Number: (if applicable) Name of Assignee:

Description of Instrument:]

1. Based upon my review of the business records of Cenlar FSB, I certify that as of <<INSERT EXECUTION DATE OF THE 35C AFFIDAVIT>> up to and including the Foreclosure Sale Date [FORECLOSING PARTY] / [Cenlar FSB] wasthe authorized agent of the owner of the Note.]>> [Note: Local counsel has the sole discretion to use this paragraph 4 when no previously filed affidavit contains a conflicting representation based on the prior template which included references to “noteholder” status or if the prior affidavit is being replaced.]
2. Based upon my review of the business records of Cenlar FSB, I certify that as of <<INSERT EXECUTION DATE OF THE 35C AFFIDAVIT>> when a representative of <<[CitiMortgage, Inc.] [Cenlar FSB]>> executed an Affidavit Regarding Mass. Gen. L. Chapter 244, Section 35C pertaining to the Mortgage, and at all times thereafter continuing through to the Foreclosure Sale Date, [FORECLOSING PARTY] / [CENLAR FSB] was the authorized agent of the owner of the Note. [Note: Local counsel has the sole discretion to use this alternate paragraph 4 when a previously executed affidavit has been filed that does include a reference to “noteholder” status.]

Signed under the pains and penalties of perjury this day of , 20\_\_\_\_\_.

AFFIANT

<<SIGNATURE>>

<< AFF IAN T’ S N AM E> >

[Plaintiff: <<PLAINTIFF>>]

State/Commonwealth of )

County, ss. )

On this day of 20\_, before me, the undersigned notary public, personally appeared << AFFIAN T’ S N AM E>> , proved to me through satisfactory evidence of identification, which were (form of identification) , to be the person whose name is signed on the preceding or attached document, who swore or affirmed to me that the contents of the document are truthful and accurate to the best of his/her knowledge and belief.

Capacity: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ of Cenlar FSB

Notary Signature

My commission expires:

(Affix Seal)

# MA - Certification of Note and Mortgage

**CERTIFICATION OF NOTE AND MORTGAGE**

1. I am employed by Cenlar FSB as a \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. I am authorized to execute this affidavit on behalf of [<< CitiMortgage, Inc.>> or <<FORECLOSING PARTY>>]. The statements made in this Affidavit are based on my personal knowledge of the business records. The offices of Cenlar FSB are located at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

1. I am over the age of 18 and competent to certify the information contained herein.

9. <<INSERT NAME OF BORROWER(S) WHO SIGNED THE PROMISSORY NOTE>> (individually or collectively referred to herein as “Borrower”) executed a promissory note (the “Note”) payable to [ORIGINATING LENDER] dated <<INSERT DATE OF NOTE>>, in the amount of

$<<ORIGINAL NOTE AMOUNT>>, a copy of which Note, with all endorsements and allonges, to the extent available, is attached as EXHIBIT A.

20. In my capacity as a \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, I have access to Cenlar FSB’s business records, including the business records for and relating to the Borrower’s loan. I make this Certificate based upon my review of those records relating to the Borrower’s loan. The loan records for the Borrower are kept and maintained by Cenlar FSB 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 knowledge. I know this because I personally have the authority to access and to review borrower loan files on a frequent basis as part of my job responsibilities.

1. Cenlar FSB’s business records that relate to the Borrower’s loan that I reviewed and relied upon for the statements made in this Certificate are the Note, the Mortgage, applicable assignments of the Mortgage, and Cenlar FSB’s electronic servicing system.
2. In the ordinary course of my employment at Cenlar FSB, my duties include reviewing and analyzing the business and loan records for loans for which Cenlar FSB provides certain loan servicing activities on behalf of CitiMortgage, Inc..
3. The records referenced above reflect that payments have not been made as

required by the Note and the Mortgage (as defined below), and that the above referenced loan is in default.

1. <<[{Foreclosing Party]>> is the current mortgagee under that certain mortgage given by <<INSERT THE NAME(S) OF THE MORTGAGOR(S) WHO EXECUTED THE ORIGINAL MORTGAGE>> to <<ORIGINATING

LENDER>>, dated <<DATE OF MORTGAGE>> and recorded/filed <<INSERT RECORDING

INFORMATION>> (the “Mortgage”). The Mortgage encumbers property known as [INSERT PROPERTY ADDRESS] (the “Property”). <<[FORECLOSING PARTY]>> is the owner of the Note.

1. Cenlar FSB has obtained a rundown of the record title to the Property from the date of the Mortgage through \_, 20 \_\_\_\_. The chain of title from the date of the recording of the Mortgage being foreclosed from the original mortgagee to <<FORECLOSING PARTY>> is as follows:

[NOTE: INSERT THE MORTGAGE TITLE CHAIN AS APPLICABLE FOLLOWING THE LANGUAGE BELOW

AS A GUIDE USING INFORMATION DERIVED FROM THE AVR OR THE TITLE SEARCH, AS

APPLICABLE. THE LANGUAGE USED BY THE LAW FIRM DOES NOT HAVE TO MATCH THE SAMPLE

LANGUAGE BELOW. THE ASSIGNMENT CHAIN MUST END WITH THE CURRENT MORTGAGEE

IDENTIFIED IN PARAGRAPH 8 ABOVE.]

* + (ORIGINATING LENDER OR MERS if a MERS originated mortgage) to [ENTITY A]

recorded <<INSERT RECORDING INFORMATION>>; **(IF APPLICABLE)**

* + Assignment from [ORIGINATING LENDER] to [ENTITY A] recorded <<INSERT

RECORDING INFORMATION>>; **(IF APPLICABLE)**

* + Assignment from [ENTITY A] to [ENTITY B] recorded <<INSERT RECORDING

INFORMATION>>; **(IF APPLICABLE)**

* + Merger between [ENTITY B] to [ENTITY C] with [Entity C] as the surviving entity as evidenced by the attached merger certificate dated [CERTIFICATE DATE] [, as shown

on EXHIBIT X]>>; **(IF APPLICABLE)**

* + Assignment from [ENTITY C] to <<[FORECLOSING PARTY IDENTIFIED IN PARAGRAPH 9

ABOVE]>> dated [DATE], recorded <<INSERT RECORDING INFORMATION>>. **(IF**

**APPLICABLE)**

[Copies of the foregoing recorded assignments and merger certificate, if applicable, are

annexed hereto as Exhibit #] (OPTIONAL).]

1. (OPTIONAL FOR WHEN THE ASSIGNMENT INTO THE CURRENT MORTGAGEE

IDENTIFIED IN PARAGRAPH 8 ABOVE HAS BEEN EXECUTED BUT HAS NOT YET BEEN RECORDED)

[A further executed assignment of the Mortgage from [ENTITY C] to <<CURRENT MORTGAGEE NAMED IN PARAGRAPH 8 ABOVE>> dated [DATE], a copy of which is annexed hereto as Exhibit

[B/C], has been or will soon be sent to said Registry of Deeds [Registry District] for recording**.**

**CERTIFIER**

By: Name: Date:

**EXHIBIT A**

Promissory Note

**[EXHIBIT B**

Chain of Mortgage Assignments]

**[EXHIBIT C**

Unrecorded Mortgage Assignment into Current Mortgagee]

# MD - Affidavit of Default and Mailing of Notice of Intent to Foreclose

IN THE CIRCUIT COURT FOR <<COUNTY>> COUNTY, MARYLAND

<<TRUSTEE(S)>> \*

\*

\*

<<TRUSTEES ADDRESS>> \*

Substitute Trustees \*

Plaintiffs \*

vs. \*

\* Case No.

\*

\*

\*

\*

Defendant(s) \*

\* \* \* \* \* \* \* \* \* \*

**AFFIDAVIT OF DEFAULT AND MAILING OF NOTICE OF INTENT TO FORECLOSE**

On this day of , 20 , I solemnly affirm under penalties of perjury, that the following information is true and correct to the best of my knowledge, information, and belief:

1.

I am employed by Cenlar FSB as a \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. I am authorized to execute this affidavit on behalf of [<< CitiMortgage, Inc.>> or <<FORECLOSING PARTY>>]. The statements made in this Affidavit are based on my personal knowledge of the business records. Cenlar FSB is the subservicer of the subject loan and is authorized to act on behalf of the secured party of the deed of trust that is the subject of this foreclosure action on residential property.

1. In the regular performance of my job function, I am familiar with the business records maintained by Cenlar FSB , for the purpose of servicing mortgage loans and I have personal knowledge of the business records related to the operation of, and the circumstances surrounding the preparation, maintenance, distribution, and

retrieval of records in, Cenlar FSB’s record keeping systems. I make the statements in this Affidavit based on my personal knowledge of the business records.

1. <<INSERT NAMES OF THE PARTY OR PARTIES WHO EXECUTED THE NOTE>> executed a promissory note (the “Note”) dated <<INSERT DATE OF THE NOTE>>, in the amount of $<<ORIGINAL NOTE AMOUNT>> secured by a deed of trust (the “Deed of Trust”) executed by

<<INSERT NAMES OF THE PARTY OR PARTIES WHO EXECUTED THE DEED OF TRUST>> (referred

to herein individually or collectively as “Borrower”) for the benefit of <<INSERT NAME OF ORIGINAL BENEFICIARY>> on a property located at <<INSERT PROPERTY ADDRESS>> (the “Property”).

1. Cenlar FSB’s business records that relate to the Borrower’s loan that I reviewed and relied upon for the statements made in this Affidavit are either the Note or the Lost Note Affidavit, the Deed of Trust and Cenlar FSB’s electronic servicing system.
2. Based on my review of such business records, I affirm that:
   1. The default under the Deed of Trust securing the Note occurred on

when the defendant(s) did not tender the payment due.

* 1. A Notice of Intent to Foreclose was sent on \_\_\_ to the mortgagor or grantor, and to the record owner of the secured Property, if different from the mortgagor or grantor, in the manner prescribed by Section 7-105.1(c)(2)(i) and (ii), i.e., by first class mail, and by certified mail, postage prepaid, return receipt requested, bearing a postmark from the United States Postal Service. A copy of the Notice of Intent to Foreclose was submitted electronically to the Commissioner of Financial Regulation, in accordance with Section 7-105.1(c)(3) and COMAR 09.03.12.02.
  2. At the time the Notice of Intent to Foreclose was sent, the contents of the Notice of Intent to Foreclose were accurate.

BY:

**AFFIANT**

Date:

# MD - Affidavit of Military Status (SCRA)

**IN THE CIRCUIT COURT FOR <<COUNTY>> COUNTY, MARYLAND**

**<<TRUSTEE(S)>>, \***

**ESQUIRE, et al \***

\*

Substitute Trustees \*

Plaintiffs \*

\*

v. \* Civil Action No.

\*

\*

\*

\*

Defendant(s) \*

\* \* \* \* \* \* \* \* \* \* \* \* \* \* \* \* \* \* \* \* \* \* \* \* \* \* \* \* \* \* \* \* \* \* \* \* \* \* \* \* \* \* \* \* \* \* \* \* \* \* \* \*

**AFFIDAVIT OF MILITARY STATUS**

On this day of , 20 , I solemnly affirm under penalties of perjury, that the following information is true and correct to the best of my knowledge, information, and belief:

I am employed by Cenlar FSB as a \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. I am authorized to execute this affidavit on behalf of [<< CitiMortgage, Inc.>> or <<FORECLOSING PARTY>>]. The statements made in this Affidavit are based on my personal knowledge of the business records. Cenlar FSB is the subservicer of the subject loan and is authorized to act on behalf of the secured party of the deed of trust that is the subject of this foreclosure action on residential property.

**[**

4. In the regular performance of my job function, I am familiar with the business records maintained by Cenlar FSB for the purpose of servicing mortgage loans, and I have personal knowledge of the business records related to the operation of, and the circumstances surrounding the preparation, maintenance, distribution, and retrieval of records in, Cenlar FSB’s record keeping systems. I make the statements in this Affidavit based on my personal knowledge of the business records.

1. <<INSERT NAMES OF THE PARTY OR PARTIES WHO EXECUTED THE NOTE>> executed a promissory note (the “Note”) dated <<INSERT DATE OF THE NOTE>>, in the amount of $<<ORIGINAL NOTE AMOUNT>> secured by a deed of trust (the “Deed of Trust”) executed by

<<INSERT NAMES OF THE PARTY OR PARTIES WHO EXECUTED THE DEED OF TRUST>> (referred

to herein individually or collectively as “Borrower”) for the benefit of <<INSERT NAME OF

ORIGINAL BENEFICIARY>> on a property located at <<INSERT PROPERTY ADDRESS>> (the “Property”).

1. <<FORECLOSING PARTY>> has appointed <<INSERT NAME OF TRUSTEE>> to act as the Trustee and authorized agent to conduct a foreclosure sale against the Property pursuant to the terms of the Deed of Trust.

**<<FORECLOSING PARTY>>** has the right to direct such Trustee to foreclose based on the following:

**<<FORECLOSING PARTY>>** is the holder of the Note.

**<<FORECLOSING PARTY>>** has possession of the Note and is enforcing the Note as transferee in possession.

**<<FORECLOSING PARTY>>** has the right to possess the Note but was unable to locate the Note in its files; therefore, **<<FORECLOSING PARTY>>** is enforcing the Note using a lost note affidavit.

1. Based on my personal knowledge of the business records obtained from an examination of the loan servicing business records of Cenlar FSB that are kept in the ordinary course of business regarding the loan account which pertains to the Note and Deed of Trust, and the results of a search of the Department of Defense Manpower Data Center website, a true and correct copy of which are attached hereto (Select one of the options below):
   1. □Borrower is in the military service of the United States; or
   2. □Borrower is not in the military service of the United States; or
   3. □<<Foreclosing Party>> is unable to determine whether or not Borrower is in the military service of the United States.

**AFFIANT**

By: Name: Loan No. <<REDACTED LOAN NUMBER SHOW ONLY LAST 4 DIGITS>>

# MD - Affidavit of Ownership - (All Investors)

**IN THE CIRCUIT COURT OF THE «RECORDING\_COUNTY», MARYLAND**

**«SALE\_OFFICR\_TRUSTEE\_NAME\_H » TRUSTEE(S)**

Plaintiff(s),

vs.

**«ORIGINAL\_OWNERS »**

**«CMP\_PROP\_ADDRESS\_NO\_EXTRA**

**\_HARD\_RETURN »**

Defendant(s)

\*

\* Civil # Filed on

\*

\*

\*

\*

**AFFIDAVIT CERTIFYING OWNERSHIP OF DEBT INSTRUMENT AND THAT COPY OF NOTE IS A TRUE AND ACCURATE COPY**

1. I am employed by Cenlar FSB as a \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. I am authorized to execute this affidavit on behalf of [<< CitiMortgage, Inc.>> or <<FORECLOSING PARTY>>]. The statements made in this Affidavit are based on my personal knowledge of the business records.I HEREBY CERTIFY in compliance with 7-105.1(e)(2)(iii) that [FORECLOSING PARTY] / [THIRD PARTY INVESTOR]>> is the owner of the loan that is the subject of this foreclosure action (the “Loan”); and the copy of the Note evidencing the Loan attached to this Affidavit is a [true and accurate] copy of said Note.

I hereby certify under penalties of perjury that the information contained in the foregoing paper is true to the best of my knowledge, information, and belief.

By: AFFIANT

Name:

Date:

Trustees File No. <<NUMBER>> The trustee file number can be listed above or below the jurat.

It is t h e att orn ey’s d iscret ion .

# MD - Maryland Affidavit of Debt and Right to Foreclose

IN THE

Substitute Trustees

Plaintiffs

vs.

Defendant(s)

CIRCUIT COURT FOR

Case No.

**AFFIDAVIT OF DEBT AND RIGHT TO FORECLOSE**

On this day of , 20 , I solemnly affirm under penalties of perjury, that the following information is true and correct to the best of my knowledge, information, and belief:

1. I am employed by Cenlar FSB as a \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. I am authorized to execute this affidavit on behalf of [<< CitiMortgage, Inc.>> or <<FORECLOSING PARTY>>]. The statements made in this Affidavit are based on my personal knowledge of the business records. FORECLOSING PARTY/ [THIRD PARTY INVESTOR]>> ] is the owner of the subject loan and the secured party under the deed of trust that is the subject of this foreclosure action on residential property.
2. In the regular performance of my job function, I am familiar with the business records maintained by Cenlar FSB, for the purpose of servicing mortgage loans, and I have personal knowledge of the business records related to the operation of, and the circumstances surrounding the preparation, maintenance, distribution, and retrieval of records in, Cenlar FSB’s record keeping systems. I make the statements in this affidavit based on my personal knowledge of the business records.
3. <<INSERT NAMES OF THE PARTY OR PARTIES WHO EXECUTED THE NOTE>> executed a promissory note (the “Note”) dated <<INSERT DATE OF THE NOTE>>, in the amount of $<<ORIGINAL NOTE AMOUNT>> secured by a deed of trust (the “Deed of Trust”) executed by

<<INSERT NAMES OF THE PARTY OR PARTIES WHO EXECUTED THE DEED OF TRUST>> (referred

to herein individually or collectively as “Borrower”) for the benefit of <<INSERT NAME OF ORIGINAL BENEFICIARY>> on a property located at <<INSERT PROPERTY ADDRESS>> (the “Property”).

* 1. <<FORECLOSING PARTY>> has appointed <<INSERT NAME[S] OF TRUSTEE[S]>> to act as the Trustee[s] and authorized agent[s] to conduct a foreclosure sale against the Property pursuant to the terms of the Deed of Trust. <<FORECLOSING PARTY>> has the right to direct such Trustee[s] to foreclose based on the following:

<<FORECLOSING PARTY>> is the holder of the Note.

<<FORECLOSING PARTY>> has possession of the Note and is enforcing the Note as transferee in possession.

<<FORECLOSING PARTY>> has the right to possess the Note but was unable to locate the Note in its files; therefore, <<FORECLOSING PARTY>> is enforcing the Note using a lost note affidavit.

* 1. The Borrower is in default under the Note, and the Borrower's default on the Note has not been timely cured. Therefore, Plaintiff[s] [has / have] the right to foreclose.
  2. As a result of the Borrower’s default, the Borrower owes, as of

\_, the following itemized sums of money, exclusive of fees and expenses:

N ot e: It is t h e att orn ey’s d iscre t ion t o in clu de any additional amounts in the breakdown below.

|  |  |
| --- | --- |
| Unpaid Principal Balance | $ |
| Interest Accrued at \_% per  annum (from to \_) | $ |

|  |  |
| --- | --- |
| Accrued Late Charges | $ |
| Escrow Total | $ |
| TOTAL DUE | $ |

The per diem interest due from is $ .

|  |  |  |
| --- | --- | --- |
|  | BY: | **AFFIANT** |

|  |  |  |
| --- | --- | --- |
|  | Date: |  |
| **MD - Maryland Final Loss Mitigation Affidavit** |  |  |
| Plaintiff | \*  \*  \*  \* | IN THE  CIRCUIT COURT |
| v.  Defendant | \*  \*  \*  \*  \* | FOR  <<COUNTY>>  CASE # |
| <<PROPERTY ADDRESS>>  <<CITY>>, Maryland <<ZIP CODE>> |  |  |

\* \* \* \* \* \* \* \* \* \* \* \* \*

**FINAL LOSS MITIGATION AFFIDAVIT**

**Case Number:**

**Date of Filing With Court: Borrower(s):**

**Property Address:**

On this day of , 20 , I solemnly affirm as follows:

1. 1. I am employed by Cenlar FSB as a \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. I am authorized to execute this affidavit on behalf of [<< CitiMortgage, Inc.>> or <<FORECLOSING PARTY>>]. The statements made in this Affidavit are based on my personal knowledge of the business records. <<FORECLOSING PARTY>> <<THIRD PARTY INVESTOR>>] is the owner of the subject loan and the secured party under the deed of trust that is the subject of this foreclosure action on residential property.
   1. In the regular performance of my job function, I am familiar with the business records maintained by Cenlar FSB for the purpose of servicing mortgage loans, and I have personal knowledge of the business records related to the operation of, and the circumstances surrounding the preparation, maintenance, distribution, and retrieval of records in Cenlar FSB’s record keeping systems. The information in this Affidavit is derived from records of the secured party that were made at or near the time of the occurrence of the matters set forth below by, or from information transmitted by, a person with knowledge of those matters. These records were produced and/or maintained in the course of the regularly conducted activity of the secured party as a regular practice of the secured party. I make the statements in this Affidavit based on my personal knowledge of the business records.
   2. <<INSERT NAMES OF THE PARTY OR PARTIES WHO EXECUTED THE NOTE>> executed a promissory note (the “Note”) dated <<INSERT DATE OF THE NOTE>>, in the amount of $<<ORIGINAL NOTE AMOUNT>> secured by a deed of trust (the “Deed of Trust”) executed by

<<INSERT NAMES OF THE PARTY OR PARTIES WHO EXECUTED THE DEED OF TRUST>> (referred

to herein individually or collectively as “Borrower”) for the benefit of <<INSERT NAME OF

ORIGINAL BENEFICIARY>> on a property located at <<INSERT PROPERTY ADDRESS>> (the “Property”).

* 1. The secured party conducted a loss mitigation analysis □ **YES** □ **NO**

(Check which applies)

* 1. If the secured party conducted a loss mitigation analysis, describe all loss mitigation programs evaluated, and describe why the Borrower(s) did not qualify for each loss mitigation program. If the secured party did not conduct a loss mitigation analysis, describe all reasons why a loss mitigation analysis was not conducted, and describe why the Borrower(s) did not qualify for a loss mitigation program:

I solemnly affirm under penalties of perjury and upon my personal knowledge of the business records, information, and belief and based upon my review of the records described herein or attached hereto, that the contents of this affidavit are true.

AFFIANT

Signature of Affiant Date

Print Name of Affiant

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

# MD - Preliminary Loss Mitigation Affidavit

* IN THE

Plaintiff \*

* CIRCUIT COURT

\*

1. \* FOR

\*

* + <<COUNTY>>

\*

* + CASE #

Defendant

<<PROPERTY ADDRESS>>

<<CITY>>, Maryland <<ZIP CODE>>

\* \* \* \* \* \* \* \* \* \* \* \* \*

**PRELIMINARY LOSS MITIGATION AFFIDAVIT**

**Case Number:**

**Date of Filing With Court: Borrower(s): Property Address:**

On this day of , 20 , I solemnly affirm as follows:

1. I am employed by Cenlar FSB as a \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. I am authorized to execute this affidavit on behalf of [<< CitiMortgage, Inc.>> or <<FORECLOSING PARTY>>]. The statements made in this Affidavit are based on my personal knowledge of the business records. [<< CitiMortgage, Inc.>> or <<FORECLOSING PARTY>> <<THIRD PARTY INVESTOR>>] is the owner of the subject loan and the secured party under the deed of trust that is the subject of this foreclosure action on residential property.

1. In the regular performance of my job function, I am familiar with the business records maintained by Cenlar FSB, for the purpose of servicing mortgage loans, and I have personal knowledge of the business records related to the operation of, and the circumstances surrounding the preparation, maintenance, distribution, and retrieval of records in, Cenlar FSB’s record keeping systems. The information in this Affidavit is derived from records of Cenlar FSB that were made at or near the time of the occurrence of the matters set forth below by, or from information transmitted by, a person with knowledge of those matters. These records were produced and/or maintained in the course of the regularly conducted activity as a regular practice of Cenlar FSB. I make the statements in this Affidavit based on my personal knowledge of the business records.
2. <<INSERT NAMES OF THE PARTY OR PARTIES WHO EXECUTED THE NOTE>> executed a promissory note (the “Note”) dated <<INSERT DATE OF THE NOTE>>, in the amount of $<<ORIGINAL NOTE AMOUNT>> secured by a deed of trust (the “Deed of Trust”) executed by

<<INSERT NAMES OF THE PARTY OR PARTIES WHO EXECUTED THE DEED OF TRUST>> (referred

to herein individually or collectively as “Borrower”) for the benefit of <<INSERT NAME OF ORIGINAL BENEFICIARY>> on a property located at <<INSERT PROPERTY ADDRESS>> (the “Property”).

1. The mortgage loan that is the subject of this foreclosure action may be eligible for loss mitigation [check all statements that apply]:

* The loan is currently under loss mitigation analysis, but the analysis has not yet been completed.
* The secured party or a representative of the secured party has not been able to obtain all documentation and information necessary to conduct the loss mitigation analysis.

Required additional documentation to complete loss mitigation analysis [list documents required]:

* The secured party or a representative of the secured party has not been able to establish communication with the Borrower.
* Other: .

I solemnly affirm under penalties of perjury and upon my personal knowledge of the business records, information, and belief and based upon my review of the records described herein or attached hereto, that the contents of this affidavit are true.

AFFIANT

Signature of Affiant Date

Print Name of Affiant

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

# ME - Affidavit - (AOI)

**IN THE COURT OF COUNTY, MAINE**

, Plaintiff,

vs.

,

Defendant(s).

)

)

)

)

) Docket No.

)

)

)

)

)

)

STATE OF )

COUNTY)

) SS.

**AFFIDAVIT**

<<AFF IAN T’ S N AM E> > , being first duly sworn on oath, deposes and states as follows:

1. I am employed by Cenlar FSB as a \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. I am authorized to execute this affidavit on behalf of [<< CitiMortgage, Inc.>> or <<FORECLOSING PARTY>>]. The statements made in this Affidavit are based on my personal knowledge of the business records.

1. I am over the age of 18 and competent to testify as to the matters contained herein.

The statements made in this Affidavit are based on my personal knowledge of the business records.

1. For convenience, the following party or parties listed on the Note are referred herein as “Borrower”:
2. In my capacity as a \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, I have access to Cenlar FSB’s business records, including the business records for and relating to the Borrower’s loan. I make this affidavit based upon my review of those records relating to the Borrower’s loan and from my own personal knowledge of how the business records are kept and maintained. The loan records for the Borrower are maintained by Cenlar FSB 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 knowledge. It is the regular practice to keep such records in the ordinary course of a regularly conducted business activity.
3. Cenlar FSB’s business records that relate to the Borrower’s loan that I reviewed and relied upon for the statements made in this Affidavit are the Note, [allonge] [the Lost Note Affidavit,] the Mortgage [assignments(s), loan modification agreements(s)], Notice of Mortgagor’s Right to Cure and Cenlar FSB’s electronic servicing system. True and correct copies of the Note, [as endorsed or with allonge], Mortgage [including assignments, loan modification agreements(s)], and Notice of Mortgagor’s Right to Cure are attached hereto as Exhibits\_ \_.
4. Borrower executed a Note dated , in the amount of $ secured

by a Mortgage on a property located at . Said mortgage is dated

executed by (“mortgagors”).

1. <<FORECLOSING PARTY>> has the right to foreclose based on the following:

<<FORECLOSING PARTY>> is the holder of the Note.

<<FORECLOSING PARTY>> has possession of the Note and is enforcing the Note as transferee in possession.

<<FORECLOSING PARTY>> has the right to possess the Note but was unable to locate the Note in its files; therefore, <<FORECLOSING PARTY>> is enforcing the Note using a lost note affidavit.

1. The Borrower has defaulted under the terms of the Note and Mortgage [as modified by an agreement dated ], by failing to make the payments due

and thereafter. The Borrower’s default on the Note and Mortgage has not been cured, and the loan balance has been accelerated making the entire balance due and owing pursuant to the terms of the loan documents.

1. As a result of the Borrower’s default, the Borrower owes, as of

, the following itemized sums of money, exclusive of fees and costs:

|  |  |
| --- | --- |
| Principal Balance | $ |
| Interest Due from through  at % | $ |
| Pre-Acceleration Late Charges | $ |
| Escrow | |
| Escrow Deficiency-Real Estate Taxes Paid on <<DATE TAXES PAID>>  $ | |
| Escrow Deficiency-Real Estate Taxes Paid on <<DATE TAXES PAID>>  $ | |
| Escrow Deficiency-Real Estate Taxes Paid on <<DATE TAXES PAID>>  $ | |

|  |  |
| --- | --- |
| Hazard Insurance  $ | |
| Mortgage Insurance Premium/ Private Mortgage Insurance  $ | |
| Credits  $ | |
| Total Escrow | $ |
| Broker’s Price Opinion/Appraisals | $ |
| Property Preservation | $ |
| Previous Bankruptcy Fees/Costs | $ |
| Property Inspections | $ |
| Suspense | $ |
| Miscellaneous Charges/Credits as Follows: | |
| $ | |
| $ | |
| TOTAL | $ |

Interest continues to accrue on the principal balance from at an interest rate of resulting in a per diem of $ . Additional escrow advances and/or inspection fees and/or property preservation expenses and/or miscellaneous expenses may be incurred at a regular and/or monthly rate.

1. I certify that the Notice of Mortgagor’s Right to Cure has been sent to the mortgagor(s) at via certified

U.S. Mail, a true and correct copy of which with corresponding postal tracking is attached hereto as Exhibit .

BY:

**AFFIANT**

Date:

Subscribed and sworn to before me this day of , 20 , by

<< AFF IAN T’ S N AM E> >

<<NOTARY SIGNATURE>>

<< N OTARY’S PRINT ED NAM E> > , Notary Public State of My commission expires:

Personally Known OR Produced Identification Type of Identification Produced:

# NC - Affidavit

**«casefile\_number» Attn: «user\_name»**

**STATE OF NORTH CAROLINA INTHEGENERALCOURTOFJUSTICE BEFORE THE CLERK**

**COUNTYOF«PROPERTY\_COUNTY» «civil\_casenumber»**

**IN THE MATTER OF THE FORECLOSURE by )**

**«trustee\_firm», Substitute Trustee, of a Deed ) of Trust Executed by «orig\_borrwr\_list», ) dated «sec\_instr\_executed\_date» and ) recorded on «recording\_info» of the )**

**«property\_county» County Public Registry. )**

**)**

**)**

**AFFIDAVIT**

, being first duly sworn on oath, deposes and states as follows:

I am employed by Cenlar FSB as a \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. I am authorized to execute this affidavit on behalf of [<< CitiMortgage, Inc.>> or <<FORECLOSING PARTY>>]. The statements made in this Affidavit are based on my personal knowledge of the business records. I am of the age of the majority, and under no disability.

1. For convenience, the following party or parties listed on the Note are referred herein as “Debtor”: .
2. In my capacity as a \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, I have access to Cenlar FSB’s business records, including the business records for and relating to the Debtor’s loan. I make this affidavit based upon my review of those records relating to the Debtor’s loan and from my own personal knowledge of how the business records are kept and maintained. The loan records for the Debtor are maintained by Cenlar FSB in the course of its regularly conducted business activities.

10. Cenlar FSB’s business records that relate to the Borrower’s loan that I reviewed and relied upon for the statements made in this Affidavit are [the Note], [the Lost Note Affidavit,] the Mortgage and Cenlar FSB’s electronic servicing system. [OPTIONAL LANGUAGE AT THE DISCRETION OF LOCAL COUNSEL: Attached hereto and incorporated herein is a printout from such system(s) setting forth information concerning the Borrower’s loan and the amounts due.]

1. Debtor executed a Promissory Note dated , in the amount of

$\_ secured by a Deed of Trust on a property located at

.

1. <<FORECLOSING PARTY>> has the right to foreclose based on the following: [**NOTE: Select one of the following options and delete the rest.**]

[<<FORECLOSING PARTY>>] [, or its authorized agent,] is in possession of the original Note [endorsed to {a predecessor of} <<Foreclosing Party>> / OR endorsed in blank][, and is the current mortgagee under the Mortgage].

<<FORECLOSING PARTY>> has possession of the Note and is enforcing the Note as transferee in possession.

<<FORECLOSING PARTY>> has the right to possess the Note but was unable to locate the Note in its files; therefore, <<FORECLOSING PARTY>> is enforcing the Note using a lost note affidavit.

1. Attached are [exact reproductions] [copies] of the Promissory Note and Deed of Trust which are the subject of this foreclosure proceeding.
2. Debtor(s) is/are in default under the terms of the Promissory Note and the Deed of Trust due to nonpayment according to the terms and conditions of the aforesaid Promissory Note and Deed of Trust. A review of the debtor(s)’ account shows that:

**The account is due for payment from <<next payment\_due\_date>> and subsequent months. The outstanding principal balance is <<principal balance>>. There may be additional costs, expenses and credits charged to this account.**

1. It is unknown to the undersigned whether the Debtor is occupying the property as of the date of this affidavit.
2. To voluntarily resolve the delinquency before the foreclosure proceeding, the Subservicer has attempted to communicate with the Debtor(s). These attempts may have included, without limitation, sending letters to the Debtor(s) at the property address and/or any other known addresses; telephoning the Debtor(s) to discuss options; and, if applicable, soliciting financial information from the Debtor(s) to determine if they qualify for a loan resolution program.
3. As of the date of this Affidavit, the efforts undertaken by the Noteholder and/or Subservicer have not produceda mutually agreeable resolution to the delinquency andthe undersigned asks this Court to enter an Order permitting foreclosure.

<<[FORECLOSING PARTY] / [SUBSERVICER]>> has requested the Substitute Trustee to foreclose the Deed of Trust under the power of sale contained within the Deed of Trust.

Dated:

AFFIANT

By

Name

Sworn to and subscribed before me this date by

.

Notary Public – Signature

Notary Public – Printed Name

My Commission expires:

(SEAL)

# NC - Affidavit Of Loss Mitigation Efforts

**«casefile\_number» Attn: «user\_name»**

**STATE OF NORTH CAROLINA INTHEGENERALCOURTOFJUSTICE BEFORE THE CLERK**

**COUNTYOF«PROPERTY\_COUNTY» «civil\_casenumber»**

**IN THE MATTER OF THE FORECLOSURE by )**

**«trustee\_firm», Substitute Trustee, of a Deed ) of Trust Executed by «orig\_borrwr\_list», ) dated «sec\_instr\_executed\_date» and ) recorded on «recording\_info» of the )**

**«property\_county» County Public Registry. )**

**)**

**)**

**AFFIDAVIT OF LOSS MITIGATION EFFORTS PURSUANT TO N.C.G.S. § 45-21.16C**

, being first duly sworn on oath, deposes and states as follows:

1. I am employed by Cenlar FSB as a \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. I am authorized to execute this affidavit on behalf of [<< CitiMortgage, Inc.>> or <<FORECLOSING PARTY>>]. The statements made in this Affidavit are based on my personal knowledge of the business records.

I am of the age of the majority, and under no disability.

1. In my capacity as \_\_\_\_\_\_\_\_\_\_, I have access to the business records of <<SUBSERVICER>>, including the business records for and relating to the Borrower’s loan. I make this affidavit based upon my review of those records relating to the Borrower’s loan and from my own personal knowledge of how the business records are kept and maintained. The loan records for the Borrower are maintained by <<SUBSERVICER>> in the course of its regularly conducted business activities and are made at or near the time of the event. It is the regular practice to keep such records in the ordinary course of a regularly conducted business activity.
2. For convenience, the following party or parties listed on the Note are referred herein as “Debtor”: .
3. In accordance with N.C.G.S. § 45-21.16C, this affidavit outlines the efforts of the

<<OWNER>> and/or <<SUBSERVICER>> to communicate with Debtor and to attempt to resolve the matter voluntarily prior to the foreclosure proceeding. The following selected paragraph(s) is/are true and correct.

[ ] **Initial Contact upon Default.** At the time of Debtor’s first missed payment,

<<OWNER>> and/or <<SUBSERVICER>> sent a letter to Debtor’s last known address requesting that Debtor contact <<SUBSERVICER>> to discuss the default.

[ ] **Telephonic Contact with Debtor.** In addition to sending written correspondence,

<<OWNER>> and/or <<SUBSERVICER>> contacted or attempted to contact Debtor at Debtor’s last known telephone number to discuss Debtor’s loan default and any possible loan resolution options.

[ ] **Acceleration Warning.** Prior to accelerating the loan, a notice of intent to foreclose or acceleration warning letter was sent to Debtor’s last known address and the default was not cured.

[ ] **Pre-foreclosure notice.** At least 45 days prior to filing the Notice of Foreclosure Hearing, a pre-foreclosure notice was sent to Debtor’s last known address in accordance with N.C.G.S. § 45-102 and/or N.C.G.S. § 53-244.111(22), as applicable, which set forth, inter alia, <<OWNER’S>> and/or <<SUBSERVICER’S>> loss mitigation contact information and contact information for HUD-approved counseling agencies located in North Carolina.

[ ] [\*\***IMPORTANT: To the extent the business records reflect any additional/alternative loss mitigation efforts, these efforts must be described here\*\*]**

In response to the above outlined loss mitigation efforts, the following selected paragraphs is/are true and correct.

[ ] **No Response from Debtor.** No response was received from Debtor regarding any of the options to resolve the delinquency without foreclosure set forth in the pre- foreclosure notice addressed to Debtor and mailed to Debtor’s last known address in accordance with N.C.G.S. § 45-102 and/or N.C.G.S. § 53-244.111(22), as applicable.

|  |  |  |
| --- | --- | --- |
| [ | ] | **Debtor Responded but Indicated that Debtor Would Not be Financially Able to Make Payments under a Resolution Plan.** Debtor indicated to <<OWNER>> and/or <<SUBSERVICER>> that Debtor does not have the intent and/or the ability to resolve the delinquency by making future payments under a foreclosure resolution plan. |
| [ | ] | **Debtor Responded but Failed to Provide Required Information and/or Documents.** Debtor responded to the <<OWNER’S>> and/or <<SUBSERVICER’S>> offer(s) regarding the opportunity to resolve the foreclosure through forbearance, loan modification, or other commonly accepted resolution plan appropriate under the circumstances by asking for assistance, but subsequently failed to return the documents required by <<OWNER>> and/or <<SUBSERVICER>> to determine in good faith whether Debtor is eligible for any available options to resolve the matter without a foreclosure sale. |
| [ | ] | **Debtor Responded but was Deemed Ineligible.** Debtor responded to the  <<OWNER’S>> and/or <<SUBSERVICER’S>> offer(s) regarding the opportunity to resolve the foreclosure through forbearance, loan modification, or other commonly accepted resolution plan appropriate under the circumstances by asking for assistance and completing the documents required by <<OWNER>> and/or <<SUBSERVICER>> to determine whether Debtor is eligible for any available options to resolve the matter without a foreclosure sale. The information was evaluated in good faith, but it was determined that Debtor was ineligible for any of the options available and Debtor was so notified. |
| [ | ] | **Debtor Responded But Failed to Return Executed Resolution Plan and/or Requested Funds.** Debtor was approved for a <<AGREEMENT>> (“Agreement”), but subsequently failed to return the duly executed Agreement and required payment, if any, to <<OWNER>> and/or <<SUBSERVICER>> in accordance with the terms of the Agreement. |
| [ | ] | **Debtor was Approved and Placed into a Resolution Plan but Subsequently Defaulted.** Debtor was approved for a <<AGREEMENT>> (“Agreement”), but subsequently failed to timely make the payments required under the terms of the Agreement. |

[ ] **[If Other, please specify here:]**

Dated:

<<SUBSERVICER>> as subservicer on behalf of <<OWNER>>

By

Name Title

Sworn to and subscribed before me this date .

Notary Public – Signature

Notary Public – Printed Name

My Commission expires:

(SEAL)

# NJ - Certification in Support of Entry of Amended Final Judgment

<<File Number>>

**<<LAW FIRM NAME**>>

<<LAW FIRM ADDRESS>>

<<LAW FIRM TELEPHONE NUMBER>>

Attorneys for Plaintiff

|  |  |
| --- | --- |
| <<PLAINTIFF NAME>> PLAINTIFF, | SUPERIOR COURT OF NEW JERSEY CHANCERY DIVISION  (COUNTY) COUNTY |
| VS. | DOCKET NO: F-<<INSERT NUMBER>> |
| <<BORROWER NAME>> DEFENDANT(S) | CIVIL ACTION  CERTIFICATION OF LENDER/SUBSERVICER IN SUPPORT OF ENTRY OF AMENDED FINAL JUDGMENT |

<<AFFIANT’S NAME>>, hereby certifies:

1. I am employed by Cenlar FSB in its <<CITY/STATE>> office as a \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. My job responsibilities are to prepare and execute certain documents relevant to the prosecution of a foreclosure or bankruptcy action, including verifications of pleadings and affidavits. I am authorized to execute this affidavit on behalf of [<< CitiMortgage, Inc.>> or <<FORECLOSING PARTY>>]. The statements made in this Certification in Support of Entry of Amended Final Judgment are based on my personal knowledge of the business records.

2. In my capacity as a \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, I have access to Cenlar FSB’s business records, including the business records for and relating to the Defendant’s loan. I make this Certification in Support of Entry of Amended Final Judgment based upon my review of those records relating to the Defendant’s loan and from my own personal knowledge of how the business records are kept and maintained. The loan records for the Defendant are maintained by Cenlar FSB 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 knowledge. It is the regular practice to keep such records in the ordinary course of a regularly conducted business activity.

3. Plaintiff seeks to amend the final judgment based upon the changes to the Court Rules and in order to enable plaintiff’s counsel to comply with the <<[Certification of Diligent Inquiry] / [Certification of Amount Due (CAD) Checklist]>> requirements.

4. I hereby certify that the foregoing statements made by me are true; I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

<<INSERT DATE>>

*Date*

*Sign Above and Type or Print Name Below Signature*

# NJ - Certification of Proof of Amount Due

SUPERIOR COURT OF NEW JERSEY CHANCERY DIVISION

Plaintiff, vs.

COUNTY DOCKET N. F-

CIVIL ACTION **CERTIFICATION OF PROOF OF AMOUNT DUE**

, *et al.*

Defendant(s)

I, <<AFFIANT’S NAME>>, hereby certify as follows:

1. I am employed by Cenlar FSB in its <<CITY/STATE>> office as a \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. My job responsibilities are to prepare and execute certain documents relevant to the prosecution of a foreclosure or bankruptcy action, including verifications of pleadings and affidavits. I am authorized to execute this affidavit on behalf of [<< CitiMortgage, Inc.>> or <<FORECLOSING PARTY>>]. The statements made in this Certification of Proof of Amount Due are based on my personal knowledge of the business records.

1. I am over the age of 18 and competent to testify as to the matters contained

herein.

1. For convenience, the following party or parties listed on the Note, are referred herein collectively as “Borrower”: .
2. Borrower executed a Note (the “Note”) secured by a Mortgage (the “Mortgage”) as described in the attached Schedule.

5. **<<FORECLOSING PARTY>>** has the right to foreclose based on the following:

**<<FORECLOSING PARTY>>** is the holder of the Note.

**<<FORECLOSING PARTY>>** has possession of the Note and is enforcing the Note as transferee in possession.

**<<FORECLOSING PARTY>>** has the right to possess the Note but was unable to locate the Note in its files; therefore, **<<FORECLOSING PARTY>>** is enforcing the Note using a lost note affidavit (the “Lost Note Affidavit”).

3. In my capacity as a \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, I have access to Cenlar FSB’s business records, including the business records for and relating to the Borrower’s loan. I make this Certification of Proof of Amount Due based upon my review of those records relating to the Borrower’s loan and from my own personal knowledge of how the business records are kept and maintained. The loan records for the Borrower are maintained by Cenlar FSB 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 knowledge. It is the regular practice to keep such records in the ordinary course of a regularly conducted business activity.

1. Cenlar FSB’s business records that relate to the Borrower’s loan that I reviewed and relied upon for the statements made in this Affidavit are the Note, [the Lost Note Affidavit,] the Mortgage and Cenlar FSB’s electronic servicing system. Attached hereto and incorporated herein is a summary from such system(s) setting forth information concerning the Borrower’s loan and the amounts due.

8. The Borrower has defaulted on his\her payment under the terms of the Note. The Borrower’s default on the Note has not been cured, and the loan balance has been accelerated making the entire balance due and owing pursuant to the terms of the Borrower’s loan documents. The total amount due and owing is <<TOTAL AMOUNT DUE FROM ATTACHED SCHEDULE>>, as more specifically set forth in the Amount Due Schedule annexed hereto, together with interest accruing as of <<DATE OF ATTACHED SCHEDULE SHOWING TOTAL AMOUNT DUE>>.

I understand the Court will rely on the certification in support of plaintiff’s application for final judgment. I certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

Dated: << AFF IAN T’ S SIGNA TURE>>

Name: << AFF IAN T’ S N AM E> >

**Appendix XII-J AMOUNT DUE SCHEDULE**

NOTE AND MORTGAGE DATED

Recorded on , in County, in Book\_ at Page Property Address: Mortgage Holder:

**STATEMENT OF AMOUNT DUE**

Unpaid Principal Balance as of date of default \_ $

**(SEE ATTACHED WORKSHEET FOR DETAILED CALCULATION OF ACCRUED INTEREST AND ALLOWED EXPENSES BREAKDOWN)**

Interest from to\_

(Interest rate = \_ % per year; $ per day X days)

$\_

(*Where interest rate is adjustable , write “variable” and attach record reflecting rate changes.)*

(Interest per day, for non FHA loans $\_ )

(Interest per day, for FHA loans $\_ )

Late Charges from through filing of the complaint on

($ /mo. X mos.) $ Advances through for:

Real Estate Taxes $ Home Owners Insurance Premiums $ Mortgage Insurance Premiums $

Inspections $

Winterizing/Securing/Property Preservation $

**Sub-total of Advances $**

**Less Credits to Borrower $ Net Advances $**

Suspense Credit $

Other Charges or credits (specify) $

**Total Due as of**

Dated:

$

Name:

Surplus money: If after the sale and satisfaction of the mortgage debt including costs and expenses, there remains any surplus money, the money will be deposited into the Superior Court Trust Fund and any person claiming the surplus or any part thereof, may file a motion pursuant to Court Rules 4:64-3 and 4:57-2 stating the nature and extent of that person’s claim and asking for an order directing payment of the surplus money. The Sheriff or other person conducting the sale will have information regarding the surplus, if any.

**Appendix XII-J WORKSHEET EXHIBIT**

# NJ-New Jersey Residential Mortgage Foreclosure Complaint Checklist

**New Jersey Residential Mortgage Foreclosure Complaint Checklist**

Privileged & Confidential

Instructions: Please check only those boxes that apply and, where applicable, provide any necessary information.

Employee Information Name:

I am an employee of: Cenlar FSB

Other. Please identify your employer:

My job title is:

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

Other. Please provide your job title:

My job responsibilities are:

To prepare and execute certain documents relevant to the prosecution of a foreclosure or bankruptcy action, including verifications of pleadings and affidavits.

Other. Please explain:

My employer is (check all that apply):

The Plaintiff in the proposed foreclosure complaint regarding the above referenced loan number.

A mortgage loan subservicer for the Plaintiff identified in the proposed foreclosure complaint regarding the above referenced loan number which provided certain loan servicing activities for such Plaintiff and is

authorized to complete this Complaint on behalf of the Plaintiff involving the borrower named in the proposed complaint.

The Plaintiff in this case (check one):

Was in possession of the original note at the time the Notice of Intention to Foreclose was sent, either itself or through a custodian. Plaintiff has current possession of the note.

Became a party in interest subsequent to the initiation of the foreclosure; however, Plaintiff has current possession of the note.

Plaintiff has the right to possess the note but was unable to locate the note in its files; therefore, Plaintiff is enforcing the note using a lost note affidavit. [NOTE: The lost note affidavit does not have to be executed prior to sending the Notice of Intention to Foreclose.]

The Note and the Mortgage

I have personally reviewed the following documents (check all that apply): The draft complaint.

Cenlar’s business records kept in the regular course of business relating to the above-referenced loan number, including, among other things, information and notes in Cenlar’s electronic databases, the note, the mortgage, and any assignments.

Based upon my review of the proposed complaint and Cenlar’s business records, I provide the following information:

Do the names of the obligor(s), mortgagor(s), obligee(s) and mortgagee(s) set forth in the proposed complaint match Cenlar’s business records?

Yes.

No. If no, please identify any errors in the complaint:

Does the amount of the debt secured by the mortgage set forth in the proposed complaint match Citi’s business records?

Yes.

No. If no, please identify any errors in the complaint:

Does the date of execution of the debt instrument set forth in the proposed complaint match Citi’s business records?

Yes.

No. If no, please identify any errors in the complaint:

Does the date of execution of the mortgage set forth in the proposed complaint match Citi’s business records?

Yes.

No. If no, please identify any errors in the complaint:

Do the recording date, county recording office, and the recording book and page numbers of the mortgage set forth in the proposed complaint match Cenlar’s business records?

Yes.

No. If no, please identify any errors in the complaint:

Does the complaint accurately identify whether the mortgage is a purchase money mortgage? Yes.

No. If no, please identify any errors in the complaint:

Does the description of the pertinent terms or conditions of the debt instrument or mortgage and the facts establishing the default set forth in the proposed complaint match Cenlar’s business records?

Yes.

No. If no, please identify any errors in the complaint:

Does the default date set forth in the proposed complaint match Cenlar’s business records?

Yes.

No. If no, please identify any errors in the complaint:

If there has been an acceleration of the debt’s maturity date, is it set forth in the proposed complaint that there has been an acceleration of the debt’s maturity date?

There has not been an acceleration of the debt’s maturity date.

Yes. There has been an acceleration of the debt’s maturity date and it is set forth in the proposed complaint.

No. There has been an acceleration of the debt’s maturity date but it is not set forth in the proposed complaint.

If there is a prepayment penalty, is it set forth in the proposed complaint that there is a prepayment penalty?

There is no prepayment penalty.

Yes. There is a prepayment penalty and it is set forth in the proposed complaint.

No. There is a prepayment penalty, but it is not set forth in the proposed complaint. Is the Plaintiff the original mortgagee or original nominee mortgagee?

Yes. No.

If you responded “No,” please answer 11(a) and 11(b). If you responded “Yes,” please proceed to number 12.

11(a) Does the name of the original mortgagee set forth in the proposed complaint match Cenlar’s business records?

Yes.

No. If no, please identify any errors in the complaint:

11(b) Does the proposed complaint accurately set forth all of the assignments based on Citi’s business records?

Yes.

No. If no, please identify any errors in the complaint:

Does the description of the mortgaged property by street address, block and lot as shown on the municipal tax map and the metes and bounds description set forth in the proposed complaint match Cenlar’s business records?

Yes.

No. If no, please identify any errors in the complaint:

Does the proposed complaint accurately set forth any loan modifications based on Cenlar’s business records?

Yes.

No. If no, please identify any errors in the complaint:

The Notice of Intent to Foreclose

I have personally reviewed the following documents (check all that apply) The Notice of Intent to Foreclose.

Cenlar’s business records.

The Notice of Intent to Foreclose was sent as follows (check all that apply):

Was sent at least 30 days prior to [referral to foreclosure / OR IF THE FORECLOSURE HAS BEEN RESTARTED WITHOUT A NEW REFERRAL TO THE LAW FIRM, THEN USE: the filing of the complaint].

Was sent separately to each borrower at both the property address and his/her mailing addresses, if different.

Was sent by certified mail return receipt requested and regular mail.

The Notice of Intent to Foreclose identified the following information (check all that apply):

The particular obligation or real estate security interest. The nature of the default claimed.

The right of the debtor to cure the default

What performance, including what sum of money, if any, and interest, shall be tendered to cure the default

The date by which the debtor shall cure the default to avoid initiation of foreclosure proceedings, which date was not less than 30 days after the date the notice was effective, and the name and address and phone number of a person to whom the payment or tender shall be made.

That if the debtor does not cure the default by the date specified, the lender may take steps to terminate the debtor’s ownership in the property by commencing a foreclosure suit in a court of competent jurisdiction.

That if the lender takes steps to commence foreclosure, the debtor shall still have the right to cure the default, but that the debtor shall be responsible for the lender's court costs and attorneys’ fees in an amount not to exceed that amount permitted pursuant to the Rules Governing the Courts of the State of New Jersey.

The right, if any, of the debtor to transfer the real estate to another person subject to the security interest and that the transferee may have the right to cure the default as provided in this act, subject to the mortgage documents.

That the debtor is advised to seek counsel from an attorney of the debtor’s own choosing concerning the debtor's residential mortgage default situation, and that, if the debtor is unable to obtain an attorney, the debtor may communicate with the New Jersey Bar Association or Lawyer Referral Service in the county in which the residential property securing the mortgage loan is located. and that, if the debtor is unable to afford an attorney, the debtor may communicate with the Legal Services Office in the county in which the property is located.

The possible availability of financial assistance for curing a default from programs operated by the State or federal government or nonprofit organizations, if any, as identified by the Commissioner of Banking and Insurance and attaches a list of such programs promulgated by the commissioner.

The name and address of the lender (i.e., any entity which makes or holds a residential mortgage, and any entity to which such residential mortgage is assigned) and the telephone number of a representative of the lender whom the debtor may contact if the debtor disagrees with the lender’s assertion that a default has occurred or the correctness of the mortgage lender's calculation of the amount required to cure the default.

Date:

By:

Name:

**Contact information:**

Email Address: Phone Number:

# NM - Affidavit and Verification of Debt (AOI)

STATE OF NEW MEXICO

COUNTY OF

JUDICIAL DISTRICT

No.

,

Plaintiff,

vs.

,

Defendant(s),

AFFIDAVIT AND VERIFICATION OF DEBT

Before me, the undersigned notary, personally came <<AFFIANT’S NAME>>, who being first duly sworn on oath, deposes and states as follows:

1. I am employed by Cenlar FSB as a \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. I am authorized to execute this affidavit on behalf of [<< CitiMortgage, Inc.>> or <<FORECLOSING PARTY>>]. The statements made in this Affidavit are based on my personal knowledge of the business records.

1. I am over the age of 18 and competent to testify as to the matters contained herein.
2. For convenience, the following party or parties listed on the Note are referred to herein collectively as “Borrower”: .
3. In my capacity as a \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, I have access to Cenlar FSB’s business records, including the business records for and relating to the Borrower’s loan. I make this affidavit based upon my review of those records relating to the Borrower’s loan and from my own personal knowledge of how the business records are kept and maintained. The loan records for the Borrower are maintained by Cenlar FSB 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 knowledge. It is the regular practice to keep such records in the ordinary course of a regularly conducted business activity.
4. Cenlar FSB’s business records that relate to the Borrower’s loan that I reviewed and relied upon for the statements made in this Affidavit are the Note, [the Lost Note Affidavit,] the Mortgage and Cenlar FSB’s electronic servicing system. Attached hereto and incorporated herein is a printout from such system(s) setting forth information concerning the Borrower’s loan and the amounts due.
5. Borrower executed a Note dated , for $ secured by a Mortgage

on a property located at . A copy of the Note and Mortgage are

attached hereto as Exhibit A. Cenlar FSB subservices the Loan and is

authorized to act on behalf of the holder of the Note, <<OWNER>>,which] has been in possession of the original Note from the date of filing of the Complaint herein through the date hereof.

1. <<[FORECLOSING PARTY]>> has the right to foreclose based on the following:

<<[FORECLOSING PARTY]>> is the holder of the Note.

<<[FORECLOSING PARTY]>> has possession of the Note and is enforcing the Note as transferee in possession.

<<[FORECLOSING PARTY]>> has the right to possess the Note but was unable to locate the Note in its files; therefore, <<[ FORECLOSING PARTY]>> is enforcing the Note using a lost note affidavit.

1. The Borrower has defaulted on [his/her/their] payment under the terms of the Note. The Borrower’s default on the Note has not been cured, and the loan balance has been accelerated making the entire balance due and owing pursuant to the terms of the Borrower’s loan documents. [**INCLUDE IF DEFENDANT’S ANSWER DENIES THAT PROPER NOTICE OF DEFAULT WAS GIVEN:** A copy of the demand letter dated <<DATE>> is attached hereto as Exhibit <<#>>.] [**INCLUDE IF DEFENDANT’S ANSWER**

**DISPUTES THE UNPAID PRINCIPAL BALANCE ON THE LOAN:** A copy of the Borrower’s [payment history]

OR [printout of judgment figures] is attached hereto as Exhibit <<#>>.]

1. As a result of the Borrower’s default, the Borrower owes, as of

\_, the following itemized sums of money, exclusive of fees and costs:

|  |  |
| --- | --- |
| Principal Balance | $ |
| Interest Due from through  at % | $ |

|  |  |
| --- | --- |
| Pre-Acceleration Late Charges | $ |
| Escrow | |
| Escrow Deficiency-Real Estate Taxes Paid on <<DATE TAXES PAID>>  $\_ | |
| Escrow Deficiency-Real Estate Taxes Paid on <<DATE TAXES PAID>>  $\_ | |
| Escrow Deficiency-Real Estate Taxes Paid on <<DATE TAXES PAID>>  $\_ | |
| Hazard Insurance  $\_ | |
| Mortgage Insurance Premium/ Private Mortgage Insurance  $\_ | |
| Credits  $\_ | |
| Total Escrow | $ |
| Broker’s Price Opinion/Appraisals | $ |
| Property Preservation | $ |
| Previous Bankruptcy Fees/Costs | $ |
| Property Inspections | $ |
| Suspense | $ |
| Miscellaneous Charges/Credits as Follows: | $ |
| $ | |
| $ | |
| $ | |
| TOTAL | $ |

1. [The escrow advances assessed to the Loan are permitted pursuant to the Note and Mortgage, which specifically include the following provisions:
   1. late charges (see paragraph <<#>> of the Note/Mortgage);
   2. insurance and property taxes (see paragraphs <<#>> and <<#>> of the Mortgage); and
   3. property inspections and securing of the property (see paragraph <<#>> of the Mortgage).]
2. [**INCLUDE IF FORECLOSURE PROPERTY INCLUDES A MANUFACTURED HOME:** A true and correct copy of the appraisal obtained at the time of origination of the loan is attached hereto as Exhibit

<<#>>.]

BY:

**AFFIANT**

Date:

Subscribed and sworn to before me this day of\_\_\_\_\_\_\_\_\_\_\_\_\_ , 20 , by

<< AFF IAN T’ S N AM E> >

<<NOTARY SIGNATURE>>

<< N OTARY’S PRINT ED NAM E> > , Notary Public State of My commission expires: Personally Known OR

Produced Identification Type of Identification Produced:

**NV - Affidavit of Authority to Exercise the Power of Sale**

**[APN:**

**Foreclosure No.: ]**

**AFFIDAVIT OF AUTHORITY TO EXERCISE THE POWER OF SALE**

[Property Owners / Borrowers]: Trustee Address:

Property Address: Deed of Trust Document Instrument Number [or other recording information]

STATE OF )

) ss: COUNTY OF )

COMES NOW <<AFFIANT’S NAME>>, who being first duly sworn, deposes and says:

1. I am employed by Cenlar FSB as a \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. I am authorized to execute this affidavit on behalf of [<< CitiMortgage, Inc.>> or <<FORECLOSING PARTY>>]. The statements made in this Affidavit are based on my personal knowledge of the business records, which I acquired through a review of business records kept in the regular course of business of the beneficiary, the successor in interest of the beneficiary, or the subservicer of the obligation or debt secured by the deed of trust, and under penalty of perjury. The Deed of Trust was recorded as instrument number <<INSTRUMENT NUMBER>>, County of <<COUNTY>>, Nevada (the "Deed of Trust").

3. In my capacity as a \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, I have personal knowledge of the business records of Cenlar FSB’s procedures for creating and maintaining business records. Such business records are made at or near the time of the occurrence of the matters set forth therein by persons with personal knowledge of the information in the business record, or from information transmitted by persons with personal knowledge of the business records; are kept by Cenlar FSB in the course of regularly conducted business activity. I have reviewed certain business records of Cenlar FSB concerning the Loan, Note and Deed of Trust, referenced below. It was the regular practice of that business activity to make or maintain such records at or near the time of the act, transaction, occurrence or event, or within a reasonable time thereafter by, or from information transmitted by, persons with knowledge. The information in this affidavit is based on those business records.

1. The full name and business address of the current trustee or the current trustee’s personal representative or assignee is:

Full Name Street, City, County, State, Zip

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

<<FORECLOSING PARTY>>

Full Name Street, City, County, State, Zip

is:

1. The full name and business address of the current beneficiary of record of the Deed of Trust

<<[ Cenlar FSB] /

[ [FORECLOSING PARTY]>>

Full Name Street, City, County, State, Zip

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

<<[ Cenlar FSB] / [OTHER SUBSERVICER]>> Full Name Street, City, County, State, Zip

1. The beneficiary, successor in interest of the beneficiary, or trustee of the Deed of Trust, is in actual or constructive possession of the note secured by the Deed of Trust or the beneficiary, its successor in interest, or the trustee is entitled to enforce the obligation or debt secured by the Deed of Trust.
2. The beneficiary, its successor in interest or the subservicer of the obligation or debt secured by the Deed of Trust has instructed the trustee to exercise the power of sale with respect to the property.
3. The beneficiary, its successor in interest, the subservicer of the obligation or debt secured by the Deed of Trust, the trustee or an attorney representing any of those persons/entities has sent the obligor or borrower of the obligation or debt secured by the Deed of Trust a written statement of:
4. The amount of payment required to make good the deficiency in performance or payment, avoid the exercise of the power of sale and reinstate the terms and conditions of the underlying obligation or debt existing before the deficiency in performance or payment, as of the date of the statement;
5. The amount in default;
6. The principal amount of the obligation or debt secured by the Deed of Trust;
7. The amount of accrued interest and late charges;
8. A good faith estimate of all fees imposed in connection with the power of sale; and
9. Contact information for obtaining the most current amounts due and the local or toll-free telephone number that the obligor or borrower of the obligation or debt may call to receive the most current amounts due and a recitation of the information contained in this affidavit.
10. A local or toll-free telephone number that the obligor or borrower of the obligation or debt may call to receive the most current amounts due and a recitation of the information contained in the affidavit is <<INSERT THE LOCAL OR TOLL FREE NUMBER. THIS NUMBER MUST BE THE SAME NUMBER REFERENCED IN PARGRAPH 10F ABOVE.>>
11. The following is information regarding the instrument(s) that conveyed the interest of each beneficiary, and is based on the direct, personal knowledge of the business records of the affiant, which was acquired independently by the affiant or by (a) a review of the business records of the beneficiary, the successor in interest of the beneficiary or the subservicer of the obligation or debt secured by the Deed of Trust (which meets the standards set forth in NRS 51.135), (b) a review of information contained in the records of the recorder of the county in which the property is located, or (c) a review of the title guaranty or title

insurance issued by a title insurer or title agent authorized to do business in Nevada pursuant to chapter 692A of NRS: <<LIST INFORMATION REGARDING EACH PRIOR INSTRUMENT OR ASSIGNMENT >>.

Date:

Recordation Number: (if applicable)

Name of <<[FOR ASSIGNMENT, INSERT: Assignee] / [FOR MERGER, INSERT: Successor]>>: Description of Instrument:

1. Following is the true and correct signature of the affiant. The affiant declares under penalty of perjury of the State of Nevada that the foregoing statements are true and correct.

**AFFIANT**

Date:

Subscribed and sworn before me this day of , 20 ,

by << AFF IA NT’ S N AM E>>

Notary Signature Printed Name Notary Public in and for the

State of County of

**NV - Certification of Docs Pursuant to NV AB149 and Amended Foreclosure Mediation Rule**

**CERTIFICATION OF DOCUMENTS PURSUANT TO NV A. B. 149 AND AMENDED FORECLOSURE MEDIATION RULES, RULE 11**

I, <<AFFIANT’S NAME>>, being duly sworn on oath, deposes and states as follows:

I am employed by Cenlar FSB as a \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. I am authorized to execute this affidavit on behalf of [<< CitiMortgage, Inc.>> or <<FORECLOSING PARTY>>]. The statements made in this Affidavit are based on my personal knowledge of the business records.

1. <<[ Cenlar FSB] / [CitiMortgage, Inc.] / [FORECLOSING PARTY] / [Custodian]>> is in actual possession of the:

Original Promissory Note;

Deed of Trust;

Each Assignment of the Promissory Note and/or Deed of Trust at issue in this matter regarding property address: <<INSERT PROPERTY ADDRESS>>;

and the following borrower(s): <<INSERT NAME OF BORROWERS FROM NOTE>>.

1. Attached hereto are true and correct copies of the above-referenced documents. [SIGNATURE PAGE FOLLOWS]

DECLARANT

Date:

Subscribed and sworn to before me this day of , 20 by

<< D ECLARAN T’ S N AM E>>

<<NOTARY SIGNATURE>>

<< N OTARY’S PRINT ED NAM E> > , Notary Public State of My commission expires:

Personally Known OR Produced Identification Type of Identification Produced:

**NV - Declaration of Compliance with NV SB 321**

**NEVADA DECLARATION OF COMPLIANCE NV SB 321 (2013) Sec. 11**

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

|  |  |
| --- | --- |
| Borrower(s): | <<INSERT NAME OF BORROWER(S)>> |
| Mortgage Subservicer: | <<[ FORECLOSING PARTY] / [/ [>> |
| Property Address: | |
| Trustee Sale Number: | |

I am employed by Cenlar FSB as a \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. I am authorized to execute this affidavit on behalf of [<< CitiMortgage, Inc.>> or <<FORECLOSING PARTY>>]. In that capacity, I am authorized to execute this Declaration as an authorized agent or employee of the mortgage subservicer named below. The statements made in this Declaration are based on my personal knowledge of the business records. I have obtained personal knowledge of the below events through my review of business records that are kept by Cenlar FSB, in the normal course of business, including the records related to the loan to Borrower(s) secured by the residential property located at the Property Address. If called upon to testify at the trial of this matter, I could competently testify as to the facts contained in this Declaration. I hereby declare as follows:

1. This Declaration is accurate, complete and supported by competent and reliable evidence which the Mortgage Subservicer named above (the “Mortgage Subservicer”) has reviewed to substantiate the default of the Borrower(s) named above (the “Borrower(s)”) and the Foreclosing Party’s right to foreclose, including the Borrower(s)’ loan status and loan information.
2. [ ] The Mortgage Subservicer has contacted the Borrower(s) to assess the Borrower(s)’ financial situation, provided the toll free number to enable the Borrower(s) to find a housing counselor certified by HUD, and explored options for the Borrower(s) to avoid foreclosure as required by SB 321 (2013) Sec. 11(2). Initial contact was made on \_, 201 \_; *or*
3. [ ] The Mortgage Subservicer has tried with due diligence to contact the Borrower(s) as required by SB 321 (2013) Sec. 11(5), but has not made contact despite such due diligence. The due diligence efforts were satisfied on , 201 ; *or*
4. The requirements of SB 321 (2013) Sec. 11 do not apply, because:
   1. [ ] The Mortgage Subservicer is exempt pursuant to SB 321 (2013) Sec. 7.5 by virtue of being a financial institution as defined in NRS 660.045 that has foreclosed on 100 or fewer owner- occupied real properties (as defined in NRS 107.086) in Nevada in its last annual reporting period.
   2. [ ] The individual(s) named above do not meet the definition of a “borrower” as set forth in SB 321 (2013) Sec. 3.
   3. [ ] The loan underlying the security interest that is the subject of this foreclosure is not a “residential mortgage loan” (as defined in SB 321 (2013) Sec. 7) which is primarily for personal, family or household use and which is secured by a mortgage or deed of trust on “owner- occupied housing” (as defined in NRS 107.086).
   4. [ ] The Notice of Default was recorded prior to the implementation of SB 321 (2013) on 10- 01-2013.

In light of the foregoing, the Mortgage Subservicer authorizes the trustee to submit a Notice of Default to be recorded, and to exercise the power of sale, as all pre-foreclosures notices required by NRS 107.080(2)(c)(3) and SB 321 (2013) Sec. 10(1) were timely sent as set forth above and the Mortgage Subservicer has complied with the requirements set forth in SB 321 (2013) Secs. 12 & 13 regarding the acceptance and processing of foreclosure prevention alternative applications, if any, submitted by the Borrower(s).

Dated:

Signature of Agent or Employee

Printed Name of Agent or Employee

**NV Declaration of Compliance SB 321**

**NEVADA DECLARATION OF COMPLIANCE (N.R.S § 107. )**

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

Borrower(s): Property Address: Trustee Sale No.:

I am employed by Cenlar FSB as a \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. I am authorized to execute this affidavit on behalf of [<< CitiMortgage, Inc.>> or <<FORECLOSING PARTY>>]. In that capacity, I am authorized to execute this Declaration as an authorized agent or employee of the mortgage subservicer named below. The statements made in this Declaration are based on my personal knowledge of the business records. I have obtained personal knowledge of the below events through my review of business records that are kept by Cenlar FSB, in the normal course of business, including the records related to the loan to Borrower(s) secured by the residential property located at the Property Address. If called upon to testify at the trial of this matter, I could competently testify as to the facts contained in this Declaration. I hereby declare as follows:

1. <<[ ????? >> is a signatory to a consent judgment (the “consent judgment”) entered in the case of United States of America et al. v. Bank of America Corporation et al. filed in the United States District Court for the District of Columbia, case number 1:12-cv-00361 RMC.
2. Pursuant to the consent judgment, Cenlar FSB, as mortgage subservicer, sent the borrower(s) a Statement 14 days prior to referral to the foreclosure attorney or trustee that included a statement setting forth facts supporting the mortgage subservicer’s or the note holder’s right to foreclose and containing the information required by the Settlement Term Sheet to the consent judgment. The Statement was sent to the borrower(s) on , 201\_\_\_ .
3. As of the date this Declaration was executed, Cenlar FSB’s records do not reflect receipt of a complete application for a foreclosure prevention alternative.
4. Cenlar FSB has sent the borrower(s) all notices required under the Settlement Term Sheet to the consent judgment.
5. In light of the foregoing, Cenlar FSB authorizes the trustee to submit the Notice of Default to be recorded.

I certify that this Declaration is accurate, complete and supported by competent and reliable evidence which the mortgage subservicer has reviewed to substantiate Borrower’s default and the right to foreclose, including Borrower’s loan status and loan information.

Dated:\_

Signature of Declarant

**NY - Affidavit (All Counties)**

**IN THE COURT OF COUNTY, NEW YORK**

, Plaintiff,

vs.

,

Defendant(s).

)

)

)

) INDEX NO.

)

) Property Address:

) Street Address

) City, NY Zip

)

)

)

STATE OF )

COUNTY)

) SS.

**AFFIDAVIT**

, being first duly sworn on oath, deposes and states as follows:

**36.** I am employed by Cenlar FSB as \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, and my job duties include the review, research, completion and execution of affidavits and other documents required by outside counsel in connection with foreclosure and bankruptcy proceedings on behalf of Cenlar FSB and its servicing clients. I am authorized to execute this affidavit on behalf of [<< CitiMortgage, Inc.>> or <<FORECLOSING PARTY>>]. I have received training in the operation of the servicing systems and the legal documents used by Cenlar FSB to subservice loans for its own account and on behalf of other investors. The statements made in this Affidavit are based on my personal knowledge of the business records.

1. For convenience, the following party or parties listed on the Note (as defined in Paragraph 4 below) are referred herein as “Borrower”: .

[NOTE: AT THE DISCRETION OF LOCAL COUNSEL, THE FIRM CAN ADD THE FOLLOWING ONLY IF THE PARTY

OR PARTIES WHO SIGNED THE NOTE VARY FROM THE PARTY OR PARTIES WHO SIGNED THE MORTGAGE:

and (b) the Mortgage (as defined in Paragraph 4 below) are referred to herein collectively as “Mortgagor”:

].

[USE THE FOLLOWING PARAGRAPH IF FORECLOSING IN THE NAME OF CITIMORTGAGE, INC. OR A NON-CITI

FORECLOSING PARTY:

1. In the regular performance of my job functions, I am familiar with business records maintained by Cenlar FSB for the purpose of servicing mortgage loans and I have personal knowledge of the operation of, and the circumstances surrounding the preparation, maintenance, distribution, and retrieval of business records in, Cenlar FSB’s record keeping systems. These records (which include data compilations, electronic imaged documents, and others) are made at or near the time by, or from information provided by, persons with knowledge of the activity and transactions reflected in such records, and are kept in the ordinary course of business activity conducted regularly by Cenlar FSB. It is the regular practice of Cenlar FSB mortgage servicing business to make these records. Cenlar FSB has made and maintained such business records with respect to the Defendant’s loan which is the subject of the captioned proceeding (the “Subject Loan”). In connection with making this Affidavit, I have acquired personal knowledge of the business records stated herein by examining these business records to the extent they relate to the Subject Loan.]
2. The business records of Cenlar FSB include a Note (the “Note”) bearing the name of the Borrower, dated <<DATE OF THE NOTE>>, in the principal amount of $<<ORIGINAL PRINCIPAL BALANCE OF THE NOTE>>, secured by a

Mortgage in favor of <<ORIGINAL MORTGAGEE>>, [bearing the name of the Mortgagor] (the “Mortgage”) encumbering the property located at <<INSERT PROPERTY ADDRESS>> and evidencing and securing the Subject Loan. The Mortgage was recorded <<INSERT RECORDING INFORMATION>>, in the County Clerk’s Office, State of New York. [The Mortgage was assigned by <<ORIGINAL MORTGAGEE>> to <<NAME OF

SUCCESSOR MORTGAGEE>>, as memorialized by an Assignment of Mortgage, executed on <<INSERT DATE

OF ASSIGNMENT OF MORTGAGE AND INCLUDE RECORDING INFORMATION IF AVAILABLE >>.] [NOTE:

INCLUDE A DESCRIPTION OF ANY LOAN MODIFICATIONS, CONSOLIDATIONS, AND EXTENSIONS AND ALL

ASSIGNMENTS OF MORTGAGE (INCLUDING ASSIGNMENTS TO MERS) AND INCLUDE RECORDING

INFORMATION IF AVAILABLE**.]**

1. INCLUDE THIS PARAGRAPH IF THE FORECLOSING PARTY OR ITS AGENT HAS POSSESSION OF

THE ORIGINAL NOTE AND IS NOT RELYING ON A LOST NOTE AFFIDAVIT: Based on my personal knowledge of the business records, as well as my review of the Note, the Mortgage and other loan documents and related business records kept in the ordinary course of the regularly conducted business activity, the original Note has been in the custody of <<[ Cenlar FSB] / [FORECLOSING PARTY]>> in its present condition since <<INSERT DATE IF KNOWN, OTHERWISE STATE: prior to the referral of the instant case to outside counsel for the commencement of foreclosure proceedings>>. Prior to the commencement of the foreclosure action, <<[ Cenlar FSB] / [FORECLOSING PARTY]>> has been in exclusive possession of the original Note [and allonge{s} affixed thereto], endorsed to << [FORECLOSING PARTY]

or its predecessor / OR to blank>>, and has not transferred same to any other person or entity. A copy of the Note [and allonge{s}] are attached to this Affidavit.

1. <<FORECLOSING PARTY>> has the right to foreclose based on the following:

<<FORECLOSING PARTY>> [, or its authorized agent,] is in possession of the original Note [endorsed

to {a predecessor of} <<Foreclosing Party>> / OR endorsed in blank] [, and is the current mortgagee under the Mortgage].

<<FORECLOSING PARTY>> has possession of the Note and is enforcing the Note as transferee in possession.

<<FORECLOSING PARTY>> has the right to possess the Note but after a diligent search and review of its files was unable to locate the original Note; and <<FORECLOSING PARTY>> did not transfer possession of the Note to another entity; therefore, <<FORECLOSING PARTY>> is enforcing the Note relying upon a lost note affidavit.

[N OTE : AT THE LAW FIRM ’S D ISCRETION, AND IF THE LAW FIRM ANTICIPA TE S OR EX PECTS THAT (A) THE COURT REQUIRES THE FORECLOSING PARTY TO ESTABLISH WHEN IT ACQUIRED POSSESSION OF THE NOTE AND (B) CENLAR HAS PROVIDED THE FIRM THE RECORDS TO ESTABLISH THE ACQUISITION DATE, THEN THE LAW FIRM CAN ELECT TO USE THE FOLLOWING ALTERNATE LANGUAGE:

1. <<FORECLOSING PARTY>> has the right to foreclose based on the following:

<<FORECLOSING PARTY>> [, or its authorized agent,] obtained possession of the original Note [endorsed to {a predecessor of} <<Foreclosing Party>> / OR endorsed in blank] on or before

<< ACQUISITION DATE IF THIS IS AN

ACQUIRED LOAN. IF THE ACQUISITION DATE IS NOT AVAILABLE, THEN ESTABLISH POSSESSION BY OTHER

MEANS PRIOR TO THE REFERRAL DATE.>> and remains in possession of the Note. [THE LAW FIRM CAN

INSERT LANGUAGE OR AN EXHIBIT FROM THE DOCUMENTATION PROVIDED BY CITI THAT ESTABLISHES

THE ORIGINATION OR ACQUISITION DATE.]

<<FORECLOSING PARTY>> obtained possession of the Note endorsed to <<INSERT NAME OF THE

NON-CITI PARTY TO WHOM THE NOTE IS ENDORSED>> on or before <<ACQUISITION DATE IF THIS IS AN

ACQUIRED LOAN. IF THE ACQUISITION DATE IS NOT AVAILABLE, THEN ESTABLISH POSSESSION BY OTHER

MEANS PRIOR TO THE REFERRAL DATE.>>, continues to have possession of the Note and is enforcing the

Note as a transferee in possession. [THE LAW FIRM CAN INSERT LANGUAGE OR AN EXHIBIT FROM THE

DOCUMENTATION PROVIDED BY CITI THAT ESTABLISHES THE ACQUISITION DATE.]

1. <<FORECLOSING PARTY>> received the Note on or before << ACQUISITION DATE IF THIS IS AN ACQUIRED LOAN. IF THE

ACQUISITION DATE IS NOT AVAILABLE, THEN ESTABLISH POSSESSION BY OTHER MEANS PRIOR TO THE

REFERRAL DATE.>>, and has the right to possess and enforce the Note, but after a diligent search and review of its files was unable to locate the original Note. <<FORECLOSING PARTY>> did not transfer possession of the Note to another entity. Therefore, <<FORECLOSING PARTY>> is enforcing the Note using

a lost note affidavit. [THE LAW FIRM CAN INSERT LANGUAGE OR AN EXHIBIT FROM THE DOCUMENTATION

PROVIDED BY CENLAR THAT ESTABLISHES THE ORIGINATION OR ACQUISITION DATE.]The Borrower has

defaulted under the terms of the Note and Mortgage by failing to tender payment for the monthly installment due for <<INSERT PAYMENT DEFAULT DATE>>. The Borrower’s default on the Note and Mortgage has not been cured, and the loan balance has been accelerated making the entire balance due and owing pursuant to the terms of the loan documents.

1. I confirm that the notice of default was sent to the Borrower by [registered / certified] mail

and first class mail on <<INSERT THE DATE THE NOTICE OF DEFAULT WAS SENT>>. [AT THE LAW FIRM’S

DISCRETION, THE FOLLOWING SENTENCE MAY BE ADDED: A copy of the notice of default, as mailed to the Borrower(s), is annexed hereto as Exhibit <<Exh #>>.]

**IF 90 DAY NOTICE WAS SENT, USE THE FOLLOWING:**

1. I confirm that Borrower was sent a ninety (90) day pre-foreclosure notice on <<INSERT THE DATE THE 90 DAY NOTICE WAS MAILED>> by [registered / certified] mail and first class mail in an envelope separate from any other notice. The registration number for the ninety (90) day pre-foreclosure notice is

<<INSERT REGISTRATION NUMBER>>. [AT THE LAW FIRM’S DISCRETION, THE FOLLOWING SENTENCE MAY

BE ADDED: A copy of the ninety (90) day pre-foreclosure notice, as mailed to the Borrower(s), is annexed hereto as Exhibit <<Exh #>>.]

**IF 90 DAY NOTICE WAS NOT REQUIRED, USE OPTION 1, 2 OR 3 BELOW:**

[OPTION 1:

1. My review of records maintained by Cenlar FSB reveals that a ninety (90) day pre- foreclosure notice was NOT required as property encumbered by the subject mortgage or deed of trust is not being occupied as the borrower’s principal dwelling.]

[OPTION 2:

11. My review of records maintained by Cenlar FSB reveals that a ninety (90) day pre- foreclosure notice was NOT required as the action was commenced prior to January 14, 2010, and the subject loan is not designated as “high-cost,” “subprime,” or “non-traditional.” A copy of the filed page of the Summons and Complaint are annexed hereto as Exhibit <#>.

[OPTION 3:

1. My review of records maintained by Cenlar FSB reveals that a ninety (90) day pre- foreclosure notice was NOT required as the subject loan is designated as a reverse mortgage.
2. As a result of the Borrower’s default, the Borrower owes, as of

, the following itemized sums of money, exclusive of fees and costs:

|  |  |
| --- | --- |
| Principal Balance | $ |
| Interest Due from through  at % | $ |
| Pre-Acceleration Late Charges | $ |
| Escrow | |
| Escrow Deficiency-Real Estate Taxes Paid [on/in] <<DATE TAXES PAID>>  $ | |

|  |  |
| --- | --- |
| Escrow Deficiency-Real Estate Taxes Paid [on/in] <<DATE TAXES PAID>>  $ | |
| Escrow Deficiency-Real Estate Taxes Paid [on/in] <<DATE TAXES PAID>>  $ | |
| Hazard Insurance  $ | |
| Mortgage Insurance Premium/ Private Mortgage Insurance  $ | |
| Credits  $ | |
| Total Escrow | $ |
| Broker’s Price Opinion/Appraisals | $ |
| Property Preservation | $ |
| Previous Bankruptcy Fees/Costs | $ |
| Property Inspections | $ |
| Suspense | $ |
| Miscellaneous Charges/Credits as Follows: [ADD CHARGES OR CREDITS AS APPLICABLE OR DELETE IF THERE ARE NONE.] | |
| $ | |
| $ | |
| $ | |
| TOTAL | $ |

BY:

**AFFIANT**

Date:

Subscribed and [sworn / affirmed] before me this day of , 20 , by

.

Notary Public in and for the

State of County of Notary Signature

**IF EXECUTING OUTSIDE OF NEW YORK STATE, COMPLETE IN ADDITION TO ABOVE JURAT**

STATE OF COUNTY OF

)

) ss.

)

Onthe day of in the year 20 before me, the undersigned, a Notary Public in and for said State, personally appeared , personally known to me or proved to me onthe basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s) or the person upon behalf of which the individual(s) acted, executed the instrument, and that such individual made such appearance before the undersigned in \_ ***[Insert the city or other political subdivision and the state or county or other place the acknowledgement was taken].***

Notary Signature:

Personally Known OR Produced Identification Type of Identification Produced:

<<Typed or printed name of notary>>. Notary Public

**NY - Affidavit in Support of Proof of Mailing**

[NOTE: LOCAL COUNSEL SHALL HAVE THE SOLE DISCRETION ON WHETHER OR NOT TO USE THIS TEMPLATE DEPENDING ON THE REQUIREMENTS OF THE JUDGE, COURT OR JURISDICTION. THIS TEMPLATE CAN BE OMITTED IF NOT REQUIRED.]

|  |  |
| --- | --- |
| SUPREME COURT OF THE STATE OF NEW YORK COUNTY OF <<COUNTY>> | |
| ---------------------------------------------------------------------------x | Index #: |
| <<PLAINTIFF>>, | Property Address: |
|  |  |
| Plaintiff, | **AFFIDAVIT IN SUPPORT OF** |

-against-

<<DEFENDANT[S]>>,

**PROOF OF MAILING**

Defendant[s].

------------------------------------------------------------------------------x

STATE OF )

) ss.: COUNTY OF )

<<AFFIANT’S NAME>>, being duly sworn, deposes and says:

**[USE THE FOLLOWING PARAGRAPH IF FORECLOSING IN THE NAME OF CITIMORTGAGE, INC.**

1. I am employed by Cenlar FSB as \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. As \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, my job duties include the review, research, completion and execution of affidavits and other documents required by outside counsel in connection with foreclosure and bankruptcy proceedings on behalf of Cenlar FSB and its servicing clients. I am authorized to execute this affidavit on behalf of [<< CitiMortgage, Inc.>> or <<FORECLOSING PARTY>>]. I have received training in the operation of the servicing systems and the legal documents used by Cenlar FSB to service loans for its own account and on behalf of other investors. In that capacity, I am authorized to execute this Affidavit in Support of Proof of Mailing (“Affidavit”) on behalf of Cenlar FSB.

**[**

2. In the regular performance of my job functions, I am familiar with the business records maintained by Cenlar FSB for the purpose of subservicing mortgage loans and I have personal knowledge of the operation of, and the circumstances surrounding the preparation, maintenance, distribution, and retrieval of records in, Cenlar FSB’s record keeping systems. These records (which include data compilations, electronic imaged documents, and others) are made at or near the time by, or from information provided by, persons with knowledge of the activity and transactions reflected in such records, and are kept in the ordinary course of business activity conducted regularly by Cenlar FSB. It is the regular practice of Cenlar FSB’s mortgage servicing business to make these records. Cenlar FSB has made and maintained such business records with respect to the Defendant<<[’s] / [s’]>> loan which is the subject of the captioned proceeding (the “Subject Loan”). In connection with making this Affidavit, I have acquired personal knowledge of the matters stated herein by examining these business records to the extent they relate to the Subject Loan.

[USE PARAGRAPHS 3 AND 4 BELOW ONLY FOR NASSAU COUNTY, UNLESS LOCAL COUNSEL IN ITS SOLE

DISCRETION DETERMINES THAT ANOTHER JURISDICTION HAS ALSO ADOPTED SIMILAR REQUIREMENTS.

(IF PARAGRAPHS 3 AND 4 ARE NOT USED, THEN THE REMAINING PARAGRAPHS WILL NEED TO BE

RENUMBERED):

1. [FOR CMI FILES, INSERT THE FOLLOWING: The Consolidated Note Report is one of the business records generated and maintained by Cenlar FSB and it is a computer-generated record

of communications between Cenlar FSB and a borrower. I personally reviewed the Consolidated Note Report for the Subject Loan, a portion of which is attached to this Affidavit as EXHIBIT 1. The entries

of the attached Consolidated Note Report were made at or near the time of the occurrence and were made in the ordinary course of business to make and keep a record of communications regarding the

Subject Loan. Said records were not made in anticipation of litigation. [IF REQUIRED BY LOCAL COUNSEL,

INSERT THE NAME OF THE CITI RECORD KEEPING SOFTWARE PROGRAM, OTHERWISE DO NOT INCLUDE

THE NAME: <<NAME OF COMPUTER PROGRAM, the>> [The] computer software program used in generating these records:

1. meets or exceeds industry standards applicable to comparable software programs used to make and maintain loan servicing records;
2. has been in place for the life of the communication histories attached as Exhibit 1;
3. is periodically checked for reliability; and
4. can only be accessed by trained personnel with the requisite authority. I am one such individual who is authorized and trained to access these records.
5. [: The CENLAR SY ST EM RECORD WHICHEV ER IS AP PLICABLE] >> record is one of the business records generated and maintained by Cenlar FSB and it preserves scanned images of communications between Cenlar FSB

and a borrower. I personally reviewed the [CENLAR FSB SYSTEM RECORD WHICHEV ER IS A PPLICABLE]>> file for the Subject Loan, a portion of which is attached to this

Affidavit as EXHIBIT 1. The entries of the attached CENLAR FSB SYSTEM RECORD

, WHICH EV ER IS AP PLICABLE] >> file were made at or near the time of the occurrence and were made in the ordinary course of business to make and keep a record of communications regarding

the Subject Loan. Said records were not made in anticipation of litigation. <<INSERT THE NAME OF COMPUTER PROGRAM>>, the computer software program used in generating these records:

B. meets or exceeds industry standards applicable to comparable software programs used to make and maintain loan servicing records;

1. is periodically checked for reliability;
2. has been in place for the life of the communication histories attached as Exhibit 1; and

E. can only be accessed by trained personnel with the requisite authority. I am one such individual who is authorized and trained to access these records.

1. [I have personal knowledge of the business records that it is now, and was on the date that the written [<<grace

period notice/acceleration notice/notice of default/demand letter/90 DAY NOTICE>>] for the Subject Loan was created, the ordinary course of business of Cenlar FSB to contemporaneously:

1. create and print a hard copy of the letter;
2. create an entry in the computerized record keeping system that the [<<grace period

notice/acceleration notice/notice of default/demand letter/90 DAY NOTICE>>] was generated;

1. scan and save a copy of the written [<<grace period notice/acceleration notice/notice of

default/demand letter/90 DAY NOTICE>>] to the computer record associated with the relevant loan number for the Subject Loan;

1. send such letter by [Certified Mail] [and] [First Class Mail] to Defendant[s]

<<DEFENDANT[S]>> at the last known address as reflected in the Cenlar FSB computerized record keeping system; [and]

1. affix the proper postage, [both] for the letter[s] sent by [Certified Mail] [and] [First Class Mail]. [and;]
2. {IF THE NOTICE COVERED BY THIS PARAGRAPH IS THE 90 DAY NOTICE, THEN INCLUDE THE

FOLLOWING: ensure that the title of the 90 Day Notice was typed in at least fourteen (14) point font and the text following the title of the 90 Day Notice was typed in at least fourteen

(14) point font.] [and;]}

1. [generate and retain in the Cenlar FSB computerized record keeping system a loan level detailed written report summarizing the mailings completed on a daily basis.]
2. [FOR NOTICES SENT BY EXTERNAL VENDORS FOR WHICH IDENTIFYING CODES ARE NOT

AVAILABLE, USE THE FOLLOWING: [Based upon my review of the Cenlar FSB computerized record keeping system and the computer records associated with the Subject Loan,] I have personal knowledge of the business records that on the date that the written [<<grace period notice/acceleration notice/notice of default/demand letter/90 DAY NOTICE>>] for the Subject Loan was created, a third party mailing vendor performed the following services on behalf of Cenlar FSB in accordance with the written agreement between the parties:

1. created and printed a hard copy of the letter;
2. scanned and forwarded to Cenlar FSB a copy of the written [<<grace period notice/acceleration notice/notice of default/demand letter/90 DAY NOTICE>>];
3. affixed the proper postage, [both] for the letter[s] sent by [Certified Mail] [and] [First Class Mail];
4. sent such letter by [Certified Mail] [and] [First Class Mail] to the Borrower[s] at the last known

address as reflected in the Cenlar FSB’s computerized record keeping system. [NOTE

THAT IF THERE IS MORE THAN ONE BORROWER, THEN A NOTICE HAD TO BE SENT TO EACH

BORROWER AT THAT BORROWER’S AD D RESS AS SHOWN IN CITI’S RECORD S AN D EACH

BORROWER AND ADDRESS SHOULD BE VERIFIED EVEN THOUGH THEY ARE NOT ACTUALLY

LISTED HERE.]

1. {IF THE NOTICE COVERED BY THIS PARAGRAPH IS THE 90 DAY NOTICE, THEN INCLUDE THE FOLLOWING: ensure that the title of the 90 Day Notice was typed in at least fourteen (14) point font and the text following the title of the 90 Day Notice was typed in at least fourteen

(14) point font.] [and;]}

Cenlar FSB, in the ordinary course of its business, created an entry in its computerized record keeping system to the computer record associated with the relevant loan number for the Subject Loan that the [<<grace period notice/acceleration notice/notice of default/demand letter >>] had been generated and mailed by such third party mailing vendor. Cenlar FSB retained a [scanned] copy of such notice in its electronic records. Such electronic records indicate whether such notice[s] [was / sere] sent by [Certified Mail] [and] [First Class Mail].

1. [LOCAL COUNSEL HAS THE DISCRETION TO INCLUDE OR EXCLUDE THIS PARAGRAPH

DEPENDING ON THE REQUIREMENTS OF THE COURT WHERE THE CASE IS PENDING: The letter attached

hereto as EXHIBIT 2 is a true and correct copy of the written [<<90 day notice, grace period

notice/acceleration notice/notice of default/demand letter>>] that was saved to the computer record associated with the Subject Loan on the same date such letter was sent by [Certified Mail] [and] [First Class Mail] to Defendant[s], <<DEFENDANT[S]>> at the last known address as reflected in the Cenlar FSB computerized record keeping system.]

1. I hereby certify and affirm that a [<<90 day notice, grace period notice/acceleration

notice/notice of default/demand letter>>, as required by statute, was sent, separate from any other mailing or notice, enclosed in [both] a <<certified / registered>> [and also a first-class mail,] postage pre-

paid, sealed envelope, respectively, in accordance with the policies, practices and procedures described above. [The] [Both] envelope[s] [was / were] properly addressed to Defendant[s] at [the address of the residence that is subject to the mortgage] [and, if different from Defendant<<[’s] / [s’]>> residence address, to Defendant<<[’s] / [s’]>> last known address as reflected in the Cenlar FSB computerized record keeping system and [the] [both] letter[s] [was /were] deposited into the exclusive care and custody of the United States Postal Service. <<Proof of the certified or registered mailing is attached hereto.>>

1. [USE WITH 90 DAY NOTICE: I hereby certify and affirm that said notice was mailed on

<<DATE>>, that being more than 90 days before the commencement of the instant foreclosure action.]

1. [USE WITH 90 DAY NOTICE: I hereby certify and affirm that said notice was sent to [all] Defendant[s], to both the property address and, if different, the last known address as reflected in the Cenlar FSB computerized record keeping system, and listed at least five (5) housing counseling agencies as designated by the division of housing and community renewal that serve the region where

Defendant[s] reside[s]. {LOCAL COUNSEL HAS THE DISCRETION TO INCLUDE OR EXCLUDE THE FOLLOWING

SENTENCE: A copy of said notice is attached hereto as Exhibit “X”).}]

1. [USE WITH 90 DAY NOTICE: I hereby certify and affirm that within three (3) business days of mailing said notice to Defendant[s], the notice was electronically filed with the Superintendent of Banks as required by statute and confirmation number <<NYS >> was issued.]

AFFIANT:

Printed Name: Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date:

Subscribed and sworn before me by this day of\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20 \_\_\_\_\_\_.

1. I am employed by Cenlar FSB as a \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. I am authorized to execute this affidavit on behalf of [<< CitiMortgage, Inc.>> or <<FORECLOSING PARTY>>]. The statements made in this Affidavit are based on my personal knowledge of the business records.

Notary Public in and for the

State of County of Notary Signature

**IF EXECUTING OUTSIDE OF NEW YORK STATE, COMPLETE IN ADDITION TO ABOVE JURAT**

STATE OF COUNTY OF

)

) ss.

)

Onthe day of in the year 20 before me, the undersigned, a Notary Public in and for said State, personally appeared , personally known to me or proved to me onthe basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s) or the person upon behalf of which the individual(s) acted, executed the instrument, and that such individual made such appearance before the

undersigned in \_ ***[Insert the city or other political subdivision and the state or county or other place the acknowledgement was taken].***

Notary Signature

Notary Public

Personally Known OR Produced Identification Type of Identification Produced:

**[AT THE DISCRETION OF LOCAL COUNSEL, COMPLETE CERTIFICATE OF CONFORMITY IN ADDITION TO ABOVE JURAT**

|  |  |
| --- | --- |
| CERTIFICATE OF CONFORMITY  STATE OF ) | |
| ) ss.: | |
| COUNTY OF | ) |

The undersigned, \_, does hereby affirm and certify that he/she is an attorney-at- law admitted to practice in the State of <<STATE>>, with Offices at , City of , County of , State of<STATE>>, and that the acknowledgment or jurat executed by , on the day of \_, 20 , was taken in the manner prescribed by and in conformity with the laws of the State of<<STATE>>, which is the place where the acknowledgment or jurat was taken.

In witness whereof, I have hereunto set my hand this day of \_, 20 .

By: , Esq.]

**NY - Affidavit of Additional Advances**

SUPREME COURT OF THE STATE OF NEW YORK COUNTY OF <<COUNTY>>

-------------------------------------------------------------------------------x Index #:

<<PLAINTIFF>>,

Property Address:

-against-

<<DEFENDANT>>,

**AFFIDAVIT OF**

Plaintiff,

**ADDITIONAL ADVANCES**

Defendants.

------------------------------------------------------------------------------x

STATE OF )

) ss.: COUNTY OF )

<<AFFIANT’S NAME>>, being duly sworn, deposes and says:

1. I am employed by Cenlar FSB as a \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. I am authorized to execute this affidavit on behalf of [<< CitiMortgage, Inc.>> or <<FORECLOSING PARTY>>]. In that capacity, I am authorized to execute, and to make the representations contained in, this Affidavit of Additional Advances (“Affidavit”) on behalf of Cenlar FSB. The statements made in this Affidavit are based on my personal knowledge of the business records obtained through my review of business records that are kept by Cenlar FSB, in the regular course of business.

1. I am over the age of eighteen and competent to testify as to the matters contained herein.
2. For convenience, the following party or parties listed on the note governing the subject foreclosure are referred to herein as “Borrower[s]”:

.

1. In my capacity as a \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, I have access to Cenlar FSB’s business records, including the business records for and relating to the {Borrower’s} / {Borrowers’} loan. I make this Affidavit based upon my review of those records relating to the {Borrower’s} / {Borrowers’} loan and from my own personal knowledge of how the records are kept and maintained. The loan records for

the Borrower[s] are maintained by Cenlar FSB 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 knowledge. It is the regular practice of Cenlar FSB to keep such records in the ordinary course of a regularly conducted business activity.

1. Cenlar FSB’s business records that relate to the {Borrower’s} / {Borrowers’} loan that I reviewed and relied upon for the statements made in this Affidavit are the {note governing the subject foreclosure} / {<<lost note affidavit>>}, the mortgage, and records maintained on Cenlar FSB’s electronic servicing system[s]. Attached hereto as Exhibit A and incorporated herein is a printout from such system[s] setting forth information concerning the {Borrower’s} / {Borrowers’} loan and the amounts due.
2. Cenlar FSB has advanced the following amounts subsequent to the [Final] Judgment entered on <<DATE>> in the amount of <<$

>>: [OUTSIDE COUNSEL AT ITS SOLE DISCRETION CAN MODIFY THE FOLLOWING CHART LISTING

ADDITIONAL ADVANCES AS APPROPRIATE TO ACCOMMODATE EACH PARTICULAR CASE. IF PERMITTED,

THE CHART SHOULD CAPTURE AN Y FEE S AN D EXP EN SES FROM THE REFEREE ’S REPORT THROUGH THE

DATE OF SALE.]

|  |  |
| --- | --- |
| Escrow | |
| Escrow Deficiency-Real Estate  Taxes Paid on <<DATE>> <<$ >> | |
| Hazard Insurance <<$ >> | |
| Water/Sewer/Meter Bill <<$ >> | |
| Mortgage Insurance  Premium/Private Mortgage <<$ >> Insurance | |
| Credits <<$ >> | |
| Total Escrow | <<$ >> |
| Broker’s Price Opinion/ Appraisals | <<$ >> |
| Property Preservation | <<$ >> |
| Previous Bankruptcy Fees/Costs | <<$ >> |
| Property Inspections | <<$ >> |
| Suspense | <<$ >> |
| Miscellaneous Charges/Credits as Follows: | <<$ >> |
| TOTAL <<$ >> | |

BY:

**AFFIANT**

Date:

Subscribed and sworn to before me by , this day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20 \_\_\_\_\_\_\_.

, Notary Public State of

My commission expires:

Personally known OR Produced identification . Type of identification produced:

.

**[IF EXECUTING OUTSIDE OF NEW YORK STATE, COMPLETE IN ADDITION TO ABOVE JURAT]**

STATE OF ) COUNTY OF )

) ss.

On the day of \_\_\_\_\_\_in the year 20\_\_\_\_\_ before me, the undersigned, a Notary Public in and for said State, personally appeared \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s) or the person upon behalf of which the individual(s) acted, executed the instrument, and that such individual made such appearance before the undersigned in ***[Insert the city or other political subdivision and the state or county or other place the acknowledgement was taken].***

[Notary Signature], Notary Public

Personally Known OR Produced Identification

Type of Identification Produced:

.

**[AT THE DISCRETION OF LOCAL COUNSEL, COMPLETE CERTIFICATE OF CONFORMITY IN ADDITION TO ABOVE JURAT**

|  |  |
| --- | --- |
| CERTIFICATE OF CONFORMITY  STATE OF | ) |
| ) ss.: | |
| COUNTY OF | ) |

The undersigned, \_, does hereby affirm and certify that he/she is an attorney-at- law admitted to practice in the State of <<STATE>>, with Offices at \_, City of , County of \_, State of<STATE>>, and that the acknowledgment or jurat executed by, on the day of \_, 20 , was taken in the manner prescribed by and in conformity with the laws of the State of<<STATE>>, which is the place where the acknowledgment or jurat was taken.

In witness whereof, I have hereunto set my hand this day of \_, 20 .

By: , Esq.]

**NY - Affidavit of Lost Modification Agreement**

**SUPREME COURT OF THE STATE OF NEW YORK COUNTY OF**

, Plaintiff,

vs.

,

Defendant(s).

)

)

) INDEX NO.

)

) Property Address:

) Street Address

) City, NY Zip

)

)

)

)

STATE OF )

COUNTY)

) SS.

**AFFIDAVIT OF LOST LOAN MODIFICATION AGREEMENT**

I, <<AFFIANT’S NAME>>, being duly sworn, under penalty of perjury depose and state as follows:

39. I am employed by Cenlar FSB as a \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. I am authorized to execute this affidavit on behalf of [<< CitiMortgage, Inc.>> or <<FORECLOSING PARTY>>].In that capacity, I am authorized to execute this Affidavit of Lost Loan Modification Agreement (this “Affidavit”) on behalf of Cenlar FSB. The statements made in this Affidavit are based on my personal knowledge of the business records obtained through my review of business records that are kept by Cenlar FSB, in the normal course of business.

2. I am over the age of 18 and competent to verify the information contained herein.

1. For convenience, the following party or parties listed on the Note are referred herein as “Borrower”: . To evidence and secure a

residential mortgage loan (the “Loan”), the Borrower executed a promissory note (the “Note”) dated

, in the amount of $ secured by a mortgage dated

and recorded <<INSERT RECORDING INFORMATION>> (the “Mortgage”). The terms of the Loan were modified by that certain loan modification agreement (the “Lost Modification”) as [attached / described] in Exhibit A attached hereto but such modification was never filed of record.

<<[ Cenlar FSB] is the subservicer of the Loan] / [provides certain loan servicing activities in connection with the Loan]>> [INCLUDE THE

FOLLOWING CLAUSE ONLY IF PARAGRAPH 6 IS NOT DELETED:] and << [Third Party Custodian]>> is the custodian of the collateral documents described below. I have access to the business records of Cenlar FSB concerning the Loan.

1. [INCLUDE THIS PARAGRAPH ONLY IF THE COLLATERAL FILE CAN BE LOCATED AND

REVIEWED, OTHERWISE DELETE THE PARAGRAPH:] <<[ Cenlar FSB’s] >> regular business practice is to store modification agreements for loans secured by mortgages and deeds of trust in collateral files maintained by << [<<Custodian>> at a secure vault facility in <<Location of Custodian’s Vault]>>. [The collateral files, including the original loan modification agreements, for certain loans serviced by Cenlar FSB on behalf of { FORECLOSING PARTY}, however, are stored in a secure vault facility maintained by {Third Party Custodian}].

[USE THE FOLLOWING PARAGRAPH 7 WHEN CITIMORTGAGE IS BOTH THE SUBSERVICER AND THE OWNER OF

THE LOAN:]

1. <<[After a good faith thorough and diligent manual search of the hard copy collateral file

pertaining to the Loan, the original Lost Modification identified above was not located.] / [OR – WHERE

copy collateral file pertaining to the Loan (which pursuant to Cenlar FSB’s regular business practice would be expected to contain the original loan modification agreement of the Lost Modification identified

above) was not located]>>. <<[USE THIS SENTENCE WHEN CENLAR IS THE CUSTODIAN OF THE COLLATERAL

FILE: I have personal knowledge of the business records (a) of <<[ Cenlar FSB] / >>’s procedures for the safekeeping and retrieval of original loan modification agreements (such as the Lost Modification) for loans subserviced by Cenlar FSB and <<[ Cenlar FSB] >>’s procedures for determining that an original loan modification agreement is lost; and (b) that

<<[ Cenlar FSB] >>’s lost loan modification procedures were followed in determining that the Lost Modification has been lost despite the good faith effort made to locate the original of the Lost Modification in accordance with such procedures. Based upon the foregoing due diligence and review of business records, Cenlar FSB has concluded that possession of the original Lost Modification cannot reasonably be obtained because the Lost Modification was destroyed, its whereabouts cannot be determined, or it is in the wrongful possession of an unknown person or a person that cannot be found or is not amenable to service of process.

<<[USE THIS SENTENCE WHEN CENLAR IS THE

[Cenlar FSB}>>’s procedures for the safekeeping and retrieval of original loan modification agreements (such as the Lost Modification) for loans serviced by <<CENLAR FSB>> on its own behalf and <<[CENLAR FSB]>>’s procedures for determining that an original loan modification agreement is lost; and (b) that

<<[CENLAR FSB]>>’s lost loan modification procedures were followed in determining that the Lost Modification has been lost despite the good faith effort made to locate the original of the Lost Modification in accordance with such procedures. Based upon the foregoing due diligence and review of business records, CENLAR FSB has concluded that possession of the original Lost Modification cannot reasonably be obtained because the Lost Modification was destroyed, its whereabouts cannot be determined, or it is in the wrongful possession of an unknown person or a person that cannot be found or is not amenable to service of process.

[USE THE FOLLOWING PARAGRAPH 7 WHEN CENLAR FSB IS THE SUBSERVICER AND ANOTHER THIRD-PARTY INVESTOR IS THE OWNER OF THE LOAN:]

1. <<[After a good faith thorough and diligent manual search of the hard copy collateral file

pertaining to the Loan, the original Lost Modification identified above was not located.] / [OR – WHERE

COLLATERAL FILE CANNOT BE LOCATED: After a good faith thorough and diligent manual search, the hard copy collateral file pertaining to the Loan (which pursuant to Cenlar FSB ’s regular business practice would be expected to contain the original loan

modification agreement of the Lost Modification identified above) was not located]>>. <<[OPTION A -

USE THIS SENTENCE WHEN CENLAR IS THE CUSTODIAN OF THE COLLATERAL FILE: [I have personal knowledge of the business records

1. of <<[ Cenlar FSB] / >>’s procedures for the safekeeping and retrieval of original

loan modification agreements (such as the Lost Modification) for loans serviced by <<[ Cenlar FSBon behalf of the Note holder and <<[ Cenlar FSB]

’s procedures for determining that an original loan modification agreement is lost; and (b) that <<[ Cenlar FSB]’s lost loan modification procedures were followed in determining that the Lost Modification has been lost despite the good faith effort made to locate the original of the Lost

Modification in accordance with such procedures.] / [USE THIS SENTENCE WHEN A THIRD PARTY IS THE

CUSTODIAN OF THE COLLATERAL FILE: A request for the collateral file, including the original of the Lost Modification, submitted by Cenlar FSB, to {Third Party Custodian} resulted in a response from

{Third Party Custodian} that such original Lost Modification could not be located and Cenlar FSB considers such original Lost Modification lost.]>> Based upon the foregoing due diligence and review of business records, <<[ Cenlar FSB] / >> has concluded that possession of the original Lost Modification cannot reasonably be obtained because the Lost Modification was destroyed, its whereabouts cannot be determined, or it is in the wrongful possession of an unknown person or a person that cannot be found or is not amenable to service of process.

1. [Choose one of the following three alternatives and delete the ones that do not apply:

[(1) If attaching a copy of the imaged Lost Modification use the following sentence: Attached as Exhibit A

is a true and correct copy of the Lost Modification based on <<[ Cenlar FSB] >>’s business records.] OR

[(2) If Attaching a copy of the Lost Modification which does not include all pages or which is partially

illegible, use the following sentence: Based on <<[ Cenlar FSB] >>’s business records, attached as Exhibit A is copy of the form of the Lost Modification.]

OR

[(3) If unable to locate a copy of the Lost Modification after a search of the relevant business records, use

the following sentence: Based on [Cenlar FSB] >>’s business records, attached as Exhibit A is a statement of the principal terms of the Lost Modification.]

1. [WHERE CITI HAD POSSESSION AT TIME OF LOSS, INCLUDE THIS PARAGRAPH – NOTE THIS

PARAGRAPH 9 IS OPTIONAL IF CENLAR CAN DETERMINE WHERE AND WHEN THE LOST MODIFICATION

BECAME LOST: The business records described above reflect that the Lost Modification was in <<[[CITIMORTGAGE, INC.] / [CENLAR FSB]]>>’s possession at the time it was lost or destroyed.

[WHERE CENLAR’S COUN SEL WAS IN POSS ESS ION AT TIM E OF LOSS, IN CLUD E THIS PA RAGRAPH: The business records described above reflect that the Lost Modification was in possession of outside counsel, [INSERT LAW FIRM NAME], at the time it was lost or destroyed.**]**

[WHERE THIRD PARTY CUSTODIAN WAS IN POSSESSION AT TIME OF LOSS, INCLUDE THIS PARAGRAPH:

The business records described above reflect that the Lost Modification was in the possession of a third party custodian, [INSERT THIRD PARTY CUSTODIAN NAME], at the time it was lost or destroyed.**]**

[WHERE LOSS OF THE LOST MODIFICATION OCCURRED PRIOR TO CITI’S ACQUISITION OF THE LOAN ,

INCLUDE THIS PARAGRAPH: The business records described above reflect that the Lost Modification was lost or destroyed prior to the date <<[ Cenlar FSB] / >> acquired the Loan or commenced servicing the Loan on behalf of {FORECLOSING PARTY}.**]**

1. The loss of possession of the Lost Modification is not the result of the Loan being assigned, endorsed, or delivered to another party, cancelled, pledged, hypothecated or otherwise transferred, nor was the loss of possession the result of lawful seizure of the Loan.
2. [DETAIL A COMPLETE CHAIN OF OWNERSHIP IN THIS PARAGRAPH INCLUDING ALL

ENDORSEMENTS, ALLONGES OF THE PROMISSORY NOTE OR MERGERS AFFECTING THE NOTE THAT IS THE

SUBJECT OF THE ACTION] The business records of <<[ Cenlar FSB] >>, attached as Exhibit B reflect that the Note for the Loan was originated by <<ORIGINAL

LENDER>> on or before <<DATE>> and the Loan was transferred to <<[Entity Taking Ownership of the

Loan After Original Lender>>. [REPEAT DESCRIPTION OF TRANSFERS AS NECESSARY TO ESTABLISH

COMPETE CHAIN OF TITLE]. The terms of the Loan were amended by one or more loan modification agreements as described in more detail in Exhibit B, including, without limitation, the Lost Modification.

The documentation attached in Exhibit B shows evidence of the acquisition, ownership, and modification

of the Loan.

[FORMAT DOCUMENT TO KEEP SIGNATURE AND JURAT ON THE SAME PAGE]

AFFIANT

Name: Date:

Subscribed and sworn to before me this

\_.

day of , \_, by

, Notary Public State of

My commission expires:

Personally known \_OR Produced identification \_.

Type of identification produced:

\_.

**[AT THE DISCRETION OF LOCAL COUNSEL, IF EXECUTING OUTSIDE OF NEW YORK STATE, COMPLETE IN ADDITION TO ABOVE JURAT**

STATE OF COUNTY OF

)

) ss.

)

On the day of \_\_\_in the year 20\_\_\_\_\_ before me, the undersigned, a Notary Public in and for said State, personally appeared , personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s) or the person upon behalf of which the individual(s) acted, executed the instrument, and that such individual made such appearance before the undersigned in ***[Insert the city or other political subdivision and the state or county or other place the acknowledgement was taken].***

Personally Known OR Produced Identification

Type of Identification Produced:

.

By: Name: Notary Public]

**[AT THE DISCRETION OF LOCAL COUNSEL, COMPLETE CERTIFICATE OF CONFORMITY IN ADDITION TO ABOVE JURAT**

|  |  |
| --- | --- |
| CERTIFICATE OF CONFORMITY  STATE OF ) | |
| ) ss.: | |
| COUNTY OF | ) |

The undersigned, \_, does hereby affirm and certify that he/she is an attorney-at- law admitted to practice in the State of Missouri, with Offices at , City of

\_\_\_\_\_, County of\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, State of Missouri, and that the acknowledgment executed by

, on the day of , 20 , a Testimony / Affidavit of Amount Due, was taken in the manner prescribed by and in conformity with the laws of the State of Missouri, which is the place where the acknowledgment was taken.

In witness whereof, I have hereunto set my hand this day of \_, 20 .

By: , Esq.]

**EXHIBIT A**

**THE LOST MODIFICATION**

[INSERT A COPY OF LOST MODIFICATION OR A DESCRIPTION OF THE ESSENTIAL ELEMENTS OF THE LOST MODIFICATION AS DERIVED FROM BUSINESS RECORDS.]

**EXHIBIT B**

**THE LOAN OWNERSHIP AND MODIFICATION CHAIN**

[INSERT A DESCRIPTION OF THE CHAIN OF OWNERSHIP OF THE LOAN AND OF APPLICABLE MODIFICATIONS TO THE LOAN DOCUMENTS.]

**NY - Affidavit of Merit (Down State)**

**SUPREME COURT OF THE STATE OF NEW YORK COUNTY OF**

, Plaintiff,

vs.

,

Defendant(s).

)

)

) INDEX NO.

)

) Property Address:

) Street Address

) City, NY Zip

)

)

)

)

STATE OF )

COUNTY)

) SS.

**AFFIDAVIT OF MERIT**

, being first duly sworn on oath, deposes and states as follows:

1. I am employed by Cenlar FSB as a \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. I am authorized to execute this affidavit on behalf of [<< CitiMortgage, Inc.>> or <<FORECLOSING PARTY>>]. The statements made in this Affidavit are based on my personal knowledge of the business records.

1. I am over the age of 18 and competent to testify as to the matters contained herein.
2. For convenience, the following party or parties who executed [(a)] the Note (as defined below) are referred to herein as “Borrower”:

[NOTE: AT THE DISCRETION OF LOCAL COUNSEL, THE FIRM CAN ADD THE FOLLOWING

ONLY IF THE PARTY OR PARTIES WHO SIGNED THE NOTE VARY FROM THE PARTY OR PARTIES WHO SIGNED

THE MORTGAGE: ; and (b) the Mortgage (as defined below) are referred to herein collectively as “Mortgagor”: ].

1. In my capacity as \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, I have access to Cenlar FSB’s business records, including the business records for and relating to the Borrower’s Loan (as defined below). I make this affidavit based upon my review of those records relating to the Borrower’s Loan and

from my own personal knowledge of how the business records are kept and maintained. The loan records for the Borrower are maintained by Cenlar FSB 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 knowledge. It is the regular practice of Cenlar FSB to keep such records in the ordinary course of a regularly conducted business activity.

1. The business records of Cenlar FSB [include a Note (the “Note”) executed by the Borrower, dated <<DATE OF THE NOTE>>, in the principal amount of $<<ORIGINAL PRINCIPAL BALANCE OF THE NOTE>>, secured by a Mortgage [executed by Mortgagor] (the “Mortgage”) encumbering the property located at <<INSERT

PROPERTY ADDRESS>> and evidencing and securing a residential mortgage loan (the “Loan”). The

Mortgage was recorded <<INSERT RECORDING INFORMATION>>, in the County Clerk’s Office, State of

New York. [The mortgage was assigned to <<NAME OF SUCCESSOR MORTGAGEE>>, as memorialized by an Assignment of Mortgage, executed on <<INSERT DATE OF ASSIGNMENT OF MORTGAGE AND INCLUDE

RECORDING INFORMATION IF AVAILABLE >>.] [NOTE: INCLUDE A DESCRIPTION OF ANY LOAN

MODIFICATIONS AND ASSIGNMENTS OF MORTGAGE AND INCLUDE RECORDING INFORMATION IF

AVAILABLE**.]**

9. <<FORECLOSING PARTY>> has the right to foreclose based on the following:

<<FORECLOSING PARTY>> is the holder of the Note.

<<FORECLOSING PARTY>> has possession of the Note and is enforcing the Note as transferee in possession.

<<FORECLOSING PARTY>> has the right to possess the Note but after a diligent search and review of its files was unable to locate the original Note; and <<FORECLOSING PARTY>> did not transfer possession of the Note to another entity; therefore, <<FORECLOSING PARTY>> is enforcing the Note relying upon a lost note affidavit.

[NOTE: AT THE LAW FIRM’S DISCRETION, AND IF THE LAW FIRM ANTICIPATES OR EXPECTS THAT (A) THE COURT REQUIRES THE FORECLOSING PARTY TO ESTABLISH WHEN IT ACQUIRED POSSESSION OF THE NOTE AND (B) CITI HAS PROVIDED THE FIRM THE RECORDS TO ESTABLISH THE ACQUISITION DATE, THEN THE LAW FIRM CAN ELECT TO USE THE FOLLOWING ALTERNATE LANGUAGE:

1. <<FORECLOSING PARTY>> has the right to foreclose based on the following:

<<FORECLOSING PARTY>> was the holder of the Note on or before << ACQUISITION DATE IF THIS IS AN ACQUIRED LOAN. IF THE ACQUISITION DATE IS NOT AVAILABLE, THEN ESTABLISH POSSESSION BY OTHER MEANS PRIOR TO THE REFERRAL

DATE.>> and remains the holder of the Note. [THE LAW FIRM CAN INSERT LANGUAGE OR AN EXHIBIT FROM THE DOCUMENTATION PROVIDED BY CENLAR FSB THAT ESTABLISHES THE ORIGINATION OR ACQUISITION DATE.]

<<FORECLOSING PARTY>> received possession of the endorsed or endorsed-in-blank Note on or before <<ACQUISITION DATE IF THIS IS AN ACQUIRED LOAN. IF THE ACQUISITION DATE IS NOT AVAILABLE, THEN ESTABLISH POSSESSION BY OTHER MEANS PRIOR TO THE REFERRAL DATE.>>, continues to have

possession of the Note and is enforcing the Note as transferee in possession. [THE LAW FIRM CAN INSERT LANGUAGE OR AN EXHIBIT FROM THE DOCUMENTATION PROVIDED BY CENLAR FSB THAT ESTABLISHES THE ACQUISITION DATE.]

<<FORECLOSING PARTY>> received the Note on or before << ACQUISITION DATE IF THIS IS AN ACQUIRED LOAN. IF THE ACQUISITION DATE IS NOT AVAILABLE, THEN ESTABLISH POSSESSION BY OTHER MEANS PRIOR TO THE REFERRAL DATE.>>,

has the right to possess the Note but after a diligent search and review of its files was unable to locate the original Note, and <<FORECLOSING PARTY>> did not transfer possession of the Note to another entity; therefore, <<FORECLOSING PARTY>> is enforcing the Note using a lost note affidavit.] [THE LAW FIRM CAN INSERT LANGUAGE OR AN EXHIBIT FROM THE DOCUMENTATION PROVIDED BY CENLAR FSB THAT ESTABLISHES THE ORIGINATION OR ACQUISITION DATE.

1. The Borrower has defaulted under the terms of the Note and Mortgage by failing to tender payment for the monthly installment due for . The Borrower’s default has not been

cured, and the loan balance has been accelerated making the entire balance due and owing pursuant to the terms of the loan documents.

1. As a result of the Borrower’s default, the Borrower’s unpaid principal balance as of

is $ \_.

**[ONLY USE THE BELOW PARAGRAPH 9 IF THERE IS A 30 DAY DEFAULT LETTER THAT IS AVAILABLE WITH**

**PROOF IT WAS SENT TO THE PARTY OR PARTIES WHO SIGNED THE NOTE AND MORTGAGE:**

1. A demand for payment of the mortgage arrears was made by correspondence dated

<<DATE>>. The notice demanded payment by <<DATE>> (or the next business day if <<DATE>>, was a Saturday, Sunday or Federal Holiday), which was at least 30 days after the date in which the notice was

mailed to the Borrower by first class mail to the Borrower’s last known address.] [AT THE LAW FIRM ’S

DISCRETION, THE FOLLOWING SENTENCE MAY BE ADDED: A copy of the letter demanding payment, as mailed to the Borrower(s), is annexed hereto as Exhibit <<Exh #>>.]

**IF A 90 DAY NOTICE WAS SENT, USE ¶¶ 10 AND 11:**

1. My review of records maintained by Cenlar FSB reveals that a ninety (90) day pre-foreclosure notice (“90 Day Notice”) was sent to **[NAME OF SIGNER ON THE NOTE OR MORTGAGE]** on <<DATE>>, to the address of the property, at

<<PROPERTY ADDRESS>> and to the Borrower’s [and the Mortgagor’s] last known address which is <<LAST

KNOWN ADDRESS>>, by registered or certified mail and by first class mail. **[NASSAU COUNTY ONLY:** The

certified mailing bore United States Postal Service Tracking Number # <<USPS TRACKING NUMBER>>.] **[IF**

**MORE THAN ONE SIGNER ON NOTE OR MORTGAGE, THEN REPEAT TEXT OF ¶10 FOR EACH SIGNER.]** [AT

THE LAW FIRM ’S D ISCRETION, THE FOLLOWING SEN TE N CE CAN BE ADDED: A copy of the 90-Day Notice mailed to the Borrower(s) as indicated, via first-class and certified mail, is annexed hereto as Exhibit <<Exh

#>>.]

1. The title of the 90 Day Notice was typed in at least fourteen (14) point font. The text following the title of the 90 Day Notice was typed in at least fourteen (14) point font.]

**IF A 90 DAY NOTICE WAS NOT REQUIRED, USE ¶12 (OPTION 1 OR 2):**

OPTION 1:]

My review of records maintained by Cenlar FSB reveals that a ninety (90) day pre-foreclosure notice (“90 Day Notice”) was NOT required as the Borrower filed an application for the adjustment of debts or order for relief from payment of debts.

[OPTION 2:]

1. My review of records maintained by Cenlar FSB reveals that a ninety (90) day pre-foreclosure notice (“90 Day Notice”) was NOT required as the action was commenced prior to January 14, 2010. A copy of the filed page of the Summons and Complaint are annexed hereto as Exhibit <<B>>.

**[NOTE: FOR ¶13 A DETERMINATION WILL NEED TO BE MADE IF THE BORROWER IS A RESIDENT/NON- RESIDENT AND THE NON APPLICABLE CHOICE IS TO BE DELETED.]**

1. All notices were mailed to the property address or last known residence provided to the Plaintiff by the Borrower [and the Mortgagor]. Upon information and belief, the Borrower [and

Mortgagor] <<is / are>> known to be <<residents / non-residents>> of the property in foreclosure.

**[NOTE: ¶14 MAY BE DELETED IF THE 90 DAY NOTICE WAS MAILED PRIOR TO FEBRUARY 13, 2010.]**

1. The plaintiff, assignee or mortgage loan subservicer has timely filed with the Superintendent of the New York State Department of Financial Services the name, address, last known telephone number of the Borrower and the amount claimed as due and owing on the mortgage. [AT THE LAW FIRM’S DISCRETION, THE LAW FIRM CAN ADD LANGUAGE OR AN EXHIBIT THAT SUPPORTS THE FILING OF THE REQUIRED INFORMATION WITH THE DEPARTMENT OF FINANCIAL SERVICES.]

15. The Court is respectfully referred to copies of the filed summons and complaint and affidavits of service annexed hereto respectively as Exhibits <<B>> and <<C>>.

**[NOTE: ¶¶16-19 SHOULD BE INCLUDED FOR NASSAU COUNTY ONLY]**

1. After the 90 Day Notice was mailed, it was recorded in a Correspondence Log. This log shows that the 90 Day Notice was sent to the Borrower [and Mortgagor] on <<DATE>> by certified mail

and on <<DATE>> by first class regular mail. **A copy of the Correspondence Log is attached hereto as Exhibit <<D>>.**

1. It is Cenlar FSB’s standard business procedure regarding all notices to the Borrower [and Mortgagor], to enter the mailing information of such notices into a Correspondence Log contemporaneously with, or within a reasonable time after, the mailing of said notices. As a result, the information found in Cenlar FSB’s Correspondence Log is maintained in its computer records as a business record.
2. In accordance with the practice and procedure of Cenlar FSB in the regular course of business to enter the date that the 90 Day Notices were served on the Borrower [and Mortgagor], the Correspondence Log shows that the entry in the log was made contemporaneously with, or within a reasonable time after, both the making of the 90 Day Notice and the mailing of said 90 Day Notice. As aforesaid, the information shown in the Correspondence Log is made and maintained by Cenlar FSB in the regular course of business.
3. Cenlar FSB respectfully requests that the Court accept the Correspondence Log as evidence of the act or acts establishing that the 90 Day Notices were duly served on the Borrower [and Mortgagor].

BY:

**AFFIANT**

Date:

Subscribed and sworn before me this \_\_\_ day of \_\_\_\_\_\_\_\_\_\_, 20 ,

by .

Notary Public in and for the

State of County of Notary Signature

**IF EXECUTING OUTSIDE OF NEW YORK STATE, COMPLETE IN ADDITION TO ABOVE JURAT**

STATE OF COUNTY OF

)

) ss.

)

On the day of in the year 20\_\_\_\_\_ before me, the undersigned, a Notary Public in and for said State, personally appeared , personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s) or the person upon behalf of which the individual(s) acted, executed the instrument, and that such individual made such appearance before the undersigned in ***[Insert the city or other political subdivision and the state or county or other place the acknowledgement was taken].***

Personally Known OR Produced Identification

Type of Identification Produced:

.

By: Name: Notary Public

**[AT THE DISCRETION OF LOCAL COUNSEL, COMPLETE CERTIFICATE OF CONFORMITY IN ADDITION TO ABOVE JURAT**

|  |  |
| --- | --- |
| CERTIFICATE OF CONFORMITY  STATE OF ) | |
| ) ss.: | |
| COUNTY OF | ) |

The undersigned, \_, does hereby affirm and certify that he/she is an attorney-at- law admitted to practice in the State of Missouri, with Offices at , City of

, County of , State of Missouri, and that the acknowledgment executed by

, on the day of , 20 , a Testimony / Affidavit of Amount Due, was taken in the manner prescribed by and in conformity with the laws of the State of Missouri, which is the place where the acknowledgment was taken.

In witness whereof, I have hereunto set my hand this day of \_, 20 .

By: , Esq.]

**NY - Affidavit of Merit (Upstate)**

**SUPREME COURT OF THE STATE OF NEW YORK COUNTY OF**

, Plaintiff,

vs.

,

Defendant(s).

)

)

) INDEX NO.

)

) Property Address:

) Street Address

) City, NY Zip

)

)

)

)

STATE OF )

COUNTY)

) SS.

**AFFIDAVIT OF MERIT**

, being first duly sworn on oath, deposes and states as follows:

1. I am employed by Cenlar FSB as a \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. I am authorized to execute this affidavit and to make the representations contained in this Affidavit of Merit (this “Affidavit”) on behalf of [<< CitiMortgage, Inc.>> or <<FORECLOSING PARTY>>]. The statements made in this Affidavit are based on my personal knowledge of the business records.

1. I am over the age of 18 and competent to testify as to the matters contained herein.
2. For convenience, the following party or parties who executed [(a)] the Note (as defined below) are referred to herein as “Borrower”:

[NOTE: AT THE DISCRETION OF LOCAL COUNSEL, THE FIRM CAN ADD THE FOLLOWING

ONLY IF THE PARTY OR PARTIES WHO SIGNED THE NOTE VARY FROM THE PARTY OR PARTIES WHO SIGNED

THE MORTGAGE: ; and (b) the Mortgage (as defined below) are referred to herein collectively as “Mortgagor”: ].

1. In my capacity as \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, I have access to Cenlar FSB’s business records, including the business records for and relating to the Borrower’s Loan (as defined below). I make this affidavit based upon my review of those records relating to the Borrower’s Loan and from my own personal knowledge of how the business records are kept and maintained. The loan records for the Borrower are maintained by Cenlar FSB 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 knowledge. It is the regular practice of Cenlar FSB to keep such records in the ordinary course of a regularly conducted business activity.
2. The business records of Cenlar FSB include a Note (the “Note”) executed by the Borrower, dated <<DATE OF THE NOTE>>, in the principal amount of $<<ORIGINAL PRINCIPAL BALANCE OF THE NOTE>>, secured by a Mortgage [executed by Mortgagor] (the “Mortgage”) encumbering the property located at <<INSERT

PROPERTY ADDRESS>> and evidencing and securing a residential mortgage loan (the “Loan”). The

Mortgage was recorded <<INSERT RECORDING INFORMATION>>, in the County Clerk’s Office, State of New York. [The mortgage was assigned to <<NAME OF SUCCESSOR MORTGAGEE>>, as memorialized by

an Assignment of Mortgage, executed on <<INSERT DATE OF ASSIGNMENT OF MORTGAGE AND INCLUDE

RECORDING INFORMATION IF AVAILABLE>>.] **[NOTE: INCLUDE A DESCRIPTION OF ANY LOAN**

**MODIFICATIONS AND ASSIGNMENTS OF MORTGAGE.]**

1. <<FORECLOSING PARTY>> has the right to foreclose based on the following:

<<FORECLOSING PARTY>> is the holder of the Note.

<<FORECLOSING PARTY>> has possession of the Note and is enforcing the Note as transferee in possession.

<<FORECLOSING PARTY>> has the right to possess the Note but after a diligent search and review of its files was unable to locate the original Note; and <<FORECLOSING PARTY>> did not transfer possession of the Note to another entity; therefore, <<FORECLOSING PARTY>> is enforcing the Note relying upon a lost note affidavit.

[N OTE : AT THE LAW FIRM ’S D ISCRETION, AND IF THE LAW FIRM A NTICIPATES OR EXPECTS THAT (A) THE COURT REQUIRES THE FORECLOSING PARTY TO ESTABLISH WHEN IT ACQUIRED POSSESSION OF THE NOTE AND (B) CENLAR HAS PROVIDED THE FIRM THE RECORDS TO ESTABLISH THE ACQUISITION DATE, THEN THE LAW FIRM CAN ELECT TO USE THE FOLLOWING ALTERNATE LANGUAGE:

6. <<FORECLOSING PARTY>> has the right to foreclose based on the following:

<<FORECLOSING PARTY>> was the holder of the Note on or before << ACQUISITION DATE IF THIS IS AN ACQUIRED LOAN. IF THE ACQUISITION DATE IS NOT AVAILABLE, THEN ESTABLISH POSSESSION BY OTHER MEANS PRIOR TO THE REFERRAL

DATE.>> and remains the holder of the Note. [THE LAW FIRM CAN INSERT LANGUAGE OR AN EXHIBIT FROM THE DOCUMENTATION PROVIDED BY CENLAR THAT ESTABLISHES THE ORIGINATION OR ACQUISITION

DATE.]\_ <<FORECLOSING PARTY>> received possession of the endorsed or endorsed-in-blank Note

on or before << ACQUISITION DATE IF THIS IS AN ACQUIRED LOAN. IF THE ACQUISITION DATE IS NOT

AVAILABLE, THEN ESTABLISH POSSESSION BY OTHER MEANS PRIOR TO THE REFERRAL DATE.>>, continues

to have possession of the Note and is enforcing the Note as transferee in possession. [THE LAW FIRM CAN INSERT LANGUAGE OR AN EXHIBIT FROM THE DOCUMENTATION PROVIDED BY CENLAR THAT ESTABLISHES THE ACQUISITION DATE.]

<<FORECLOSING PARTY>> received the Note on or before <<ORIGINATION DATE IF A CENLAR ENTITY ORIGINATED THE LOAN OR ACQUISITION DATE IF THIS IS AN ACQUIRED LOAN. IF THE ACQUISITION DATE IS NOT AVAILABLE, THEN ESTABLISH POSSESSION BY OTHER MEANS PRIOR TO THE REFERRAL DATE.>>,

has the right to possess the Note but after a diligent search and review of its files was unable to locate the original Note, and <<FORECLOSING PARTY>> did not transfer possession of the Note to another entity; therefore, <<FORECLOSING PARTY>> is enforcing the Note using a lost note affidavit.]

1. The Borrower has defaulted under the terms of the Note and Mortgage by failing to tender payment for the monthly installment due for . The Borrower’s default has not been cured,

and the loan balance has been accelerated making the entire balance due and owing pursuant to the terms of the loan documents.

1. As a result of the Borrower’s default, the Borrower’s unpaid principal balance as of

is $ .

**[ONLY USE THE BELOW PARAGRAPH 9 IF THERE IS A 30 DAY DEFAULT LETTER THAT IS AVAILABLE AND**

**SENT TO EACH PARTY WHO SIGNED THE NOTE OR THE MORTGAGE:**

1. A demand for payment of the mortgage arrears was made by correspondence dated

<<DATE>>. This notice complies with the default procedures both as to form and timing as set forth in Paragraph <<#>>, of the Mortgage. The notice demanded payment by <<DATE>> (or the next business day if <<DATE>>, was a Saturday, Sunday or Federal Holiday), which was at least 30 days after the date in

which the notice was mailed to the Borrower by first class mail at the Borrowers last known address.] [AT

THE LAW FIRM ’S D ISCRETION , THE FOLLOWING SEN TE N CE MAY BE AD D ED : A copy of the letter demanding payment, as mailed to the Borrower(s), is annexed hereto as Exhibit <<Exh #>>.]

**[IF A 90 DAY NOTICE WAS SENT, USE ¶¶ 10 and 11:**

1. My review of records maintained by <<SUBSERVICER>>, reveals that a ninety (90) day pre- foreclosure notice (“90 Day Notice”) was sent to **[NAME OF SIGNER ON THE NOTE OR MORTGAGE]** on

<<DATE>>, to the address of the property, at <<PROPERTY ADDRESS>> and to the Borrower’s [and the Mortgagor’s] last known address which is <<LAST KNOWN ADDRESS>>, by registered or certified and first

class mail. [NOTE: IF THE MORTGAGOR HAS NOT PROVIDED A SEPARATE MAILING ADDRESS, THEN THE

MAILING ADDRESS IN THE MORTGAGE CAN BE USED.] The certified mailing bore United States Postal

Service Tracking Number # <<USPS TRACKING NUMBER>>.] **[IF MORE THAN ONE SIGNER ON NOTE OR**

**MORTGAGE, THEN REPEAT TEXT OF ¶10 FOR EACH SIGNER.]** [AT THE LAW FIRM ’S D ISCRETION, THE

FOLLOWING SENTENCE CAN BE ADDED: A copy of the 90-Day Notice mailed to the Borrower(s) as indicated, via first-class and certified mail, is annexed hereto as Exhibit <<Exh #>>.]

1. The title of the 90 Day Notice was typed in at least fourteen (14) point font. The text following the title of the 90 Day Notice was typed in at least fourteen (14) point font.]

**[IF A 90 DAY NOTICE WAS NOT REQUIRED, USE ¶12 (OPTION 1 OR 2):**

OPTION 1:

1. My review of records maintained by Cenlar FSB reveals that a ninety (90) day pre-foreclosure notice (“90 Day Notice”) was NOT required as the Borrower filed an application for the adjustment of debts or order for relief from payment of debts.

[AT LOCAL COUNSEL’S DISCRETION, THE FOLLOWING SENTENCE CAN BE ADDED OR LEFT OFF: A copy of the

filed page of the Summons and Complaint are annexed hereto as Exhibit <<B>>.] OPTION 2:

12. My review of records maintained by Cenlar FSB reveals that a ninety (90) day pre-foreclosure notice (“90 Day Notice”) was NOT required as the action was commenced prior to January 14, 2010. [AT LOCAL COUNSEL’S DISCRETION, THE

FOLLOWING SENTENCE CAN BE ADDED OR LEFT OFF: A copy of the filed page of the Summons and Complaint are annexed hereto as Exhibit B.]

By:

**AFFIANT**

Date:

Subscribed and sworn before me this day of \_ \_, 20 , by .

Notary Public in and for the

State of

County of

Notary Signature

IF EXECUTING OUTSIDE OF NEW YORK STATE, COMPLETE IN ADDITION TO ABOVE JURAT

STATE OF COUNTY OF

)

) ss.

)

Onthe day of

in the year 20 \_\_\_\_ before me, the undersigned, a Notary Public in

and for said State, personally appeared , personally known to me or proved to me onthe basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s) or the person upon behalf of which the individual(s) acted, executed the instrument, and that such individual made such appearance before the undersigned in \_ ***[Insert the city or other political subdivision and the state or county or other place the acknowledgement was taken].***

Personally Known OR Produced Identification

Type of Identification Produced:

.

By:

Name:

Notary Public

**NY - Affidavit of Possession**

**IN THE COURT OF COUNTY, NEW YORK**

, Plaintiff,

)

)

)

) INDEX NO.

)

vs. )

Property Address:

,

Defendant(s).

) Street Address

) City, NY Zip

)

)

)

STATE OF )

COUNTY)

) SS.

**AFFIDAVIT OF POSSESSION**

<<AFFIANT’S NAME>>, being duly sworn, deposes and says:

1. I am employed by Cenlar FSB as a \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. I am authorized to execute this affidavit on behalf of [<< CitiMortgage, Inc.>> or <<FORECLOSING PARTY>>]. The statements made in this Affidavit are based on my personal knowledge of the business records.

1. I am over the age of 18 and competent to testify as to the matters contained herein.
2. For convenience, the following party or parties who executed [(a)] the Note (as defined below) are referred to herein as “Borrower”:

[NOTE: AT THE DISCRETION OF LOCAL COUNSEL, THE FIRM CAN ADD THE FOLLOWING

ONLY IF THE PARTY OR PARTIES WHO SIGNED THE NOTE VARY FROM THE PARTY OR PARTIES WHO SIGNED

THE MORTGAGE: ; and (b) the Mortgage (as defined below) are referred to herein collectively as “Mortgagor”: ].

1. In my capacity as \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, I have access to Cenlar FSB’s business records, including the business records for and relating to the Borrower’s Loan (as defined below). I make this affidavit based upon my review of those records relating to the Borrower’s Loan and from my own personal knowledge of how the business records are kept and maintained. The loan records for the Borrower are maintained by Cenlar FSB 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 knowledge. It is the regular practice of Cenlar FSB to keep such records in the ordinary course of a regularly conducted business activity.

7. In my capacity as a \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, I have access to Cenlar FSB’s business records, including the business records for, and relating to, the Borrower’s Loan. I make this affidavit based upon my review of those records relating to the Borrower’s Loan and from my own personal knowledge of how the business records are kept and maintained. The loan records for the Borrower are maintained by Cenlar FSB 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 knowledge. It is the regular practice to keep such records in the ordinary course of a regularly conducted business activity.

1. The business records of Cenlar FSB include a Note (the “Note”) executed by the Borrower, dated <<DATE OF THE NOTE>>, in the principal amount of $<<ORIGINAL PRINCIPAL BALANCE OF THE NOTE>>, secured by a Mortgage [executed by Mortgagor] (the “Mortgage”) encumbering the property located at <<INSERT

PROPERTY ADDRESS>> and evidencing and securing a residential mortgage loan (the “Loan”). The

Mortgage was recorded <<INSERT RECORDING INFORMATION>>, in the County Clerk’s Office, State of New York. Annexed hereto as EX HIBIT “B” is a copy of the recorded Mortgage. [The Mortgage was assigned

to <<NAME OF SUCCESSOR MORTGAGEE>>, as memorialized by an Assignment of Mortgage, executed on

<<INSERT DATE OF ASSIGNMENT OF MORTGAGE AND INCLUDE RECORDING INFORMATION IF AVAILABLE

>>.] [NOTE: INCLUDE A DESCRIPTION OF ANY LOAN MODIFICATIONS AND ASSIGNMENTS OF MORTGAGE

AND INCLUDE RECORDING INFORMATION IF AVAILABLE**.]** The original Note was delivered to

<< Cenlar FSB >> on [IF UNABLE TO DETERMINE THE EXACT DATE THE NOTE WAS DELIVERED, INSERT THE FOLLOWING PROVIDED THE

DELIVERY DATE OCCURRED PRIOR TO THE REFERRAL DATE: or before] <<DATE>>, and such entity has

maintained possession of the Note since that date. See Exhibit "A." [THE LAW FIRM WILL DETERMINE

WHAT DOCUMENTATION TO INCLUDE IN EXHIBIT “A” FROM THE INFORMATION PROVIDED BY CITI.]

1. Therefore, when this action was commenced on <<DATE FORECLOSURE ACTION COMMENCED>>, Plaintiff was the holder of the Note and was the proper party to maintain this action.

AFFIANT:

Printed Name: Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date:

Subscribed and sworn before me this day of , 20 , by .

Notary Public in and for the

State of

County of

Notary Signature

**IF EXECUTING OUTSIDE OF NEW YORK STATE, COMPLETE IN ADDITION TO ABOVE JURAT**

STATE OF

)

) ss.

COUNTY OF )

Onthe day of in the year 20 before me, the undersigned, a Notary Public in and for said State, personally appeared , personally known to me or proved to me onthe basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed same in his/her/their capacity(ies), and that

by his/her/their signature(s) on the instrument, the individual(s) or the person upon behalf of which the individual(s) acted, executed the instrument, and that such individual made such appearance before the undersigned in \_ ***[Insert the city or other political subdivision and the state or county or other place the acknowledgement was taken].***

Notary Signature

Personally Known OR Produced Identification

Type of Identification Produced:

.

Notary Public

**[AT THE DISCRETION OF LOCAL COUNSEL, COMPLETE CERTIFICATE OF CONFORMITY IN ADDITION TO ABOVE JURAT**

|  |  |
| --- | --- |
| CERTIFICATE OF CONFORMITY  STATE OF ) | |
| ) ss.: | |
| COUNTY OF | ) |

The undersigned, \_, does hereby affirm and certify that he/she is an attorney-at- law admitted to practice in the State of Missouri, with Offices at , City of

, County of , State of Missouri, and that the acknowledgment executed by

, on the day of , 20 , a Testimony / Affidavit of Amount Due, was taken in the manner prescribed by and in conformity with the laws of the State of Missouri, which is the place where the acknowledgment was taken.

In witness whereof, I have hereunto set my hand this day of \_, 20 .

By: , Esq.]

**NY - Certification (SOR)**

**IN THE COURT OF COUNTY, NEW YORK**

, Plaintiff,

vs.

,

Defendant(s).

)

)

)

) INDEX NO.

)

) Property Address:

) Street Address

) City, NY Zip

)

)

)

STATE OF )

COUNTY)

) SS.

**CERTIFICATION**

1. I am employed by Cenlar FSB as a \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. I am authorized to execute this affidavit on behalf of [<< CitiMortgage, Inc.>> or <<FORECLOSING PARTY>>]. The statements made in this Affidavit are based on my personal knowledge of the business records. I am authorized to execute this Certification and am fully aware of the underlying action, as well as the papers and proceedings heretofore had herein.

1. This Certification is made in further support of Plaintiff's counsel's affirmation pursuant to the October 2010 Administrative Order of the Chief Administrative Judge of the Courts of New York, as supplemented.
2. I have performed the following actions in order to confirm the truth and veracity of the statements made herein. This review is based upon my access to the books and records relating to this loan which are kept in the ordinary course of business.

**Please initial all that are applicable:**

A Confirmed the notice of default, if required, was properly mailed prior to commencement of foreclosure.

B Reviewed the Summons and Complaint in this action to confirm the factual accuracy of the identity of the proper plaintiff, the defaults and the amounts claimed to be due to Plaintiff as set forth therein.

C Confirmed the affidavit(s) executed and submitted by Plaintiff together with this application have been personally reviewed by the signatory; that the notary acknowledging the affiant's

signature followed applicable law in notarizing the affiant's signature. **[IF TRUE, skip D.]**

D I am unable to confirm or deny that the underlying documents previously filed with the

Court have been properly reviewed or notarized. **[IF TRUE, RE-VERIFY AND RE-EXECUTE THE**

**AFFIDAVIT(S) AND ADD:** However, Plaintiff has executed a re-verified affidavit that confirms, based on the affiant's personal review of the relevant business records, that all factual information in the original affidavit(s) was correct, and that reflects a proper and full notarization.**]**

E\_ Inasmuch as the underlying mortgage loan has been transferred prior to commencement or during the pendency of this action, I am unable to confirm or deny that the underlying documents filed

with the Court have been properly reviewed or notarized by the prior subservicer. **[If this paragraph is**

**selected, provide as much explanation as possible in G below.]**

F At this time, no affidavits have been executed by Plaintiff.

G (other)

WHEREFORE, it is respectfully requested that the Court grant the proposed relief requested herein together with such other relief as the Court deems just and proper.

BY:

Name: Date:

**OH - Affidavit - Motion for Summary Judgment (Geauga County)**

**IN THE COURT OF COMMON PLEAS GEAUGA COUNTY, OHIO**

, Plaintiff,

)

)

) CASE NO.

)

) JUDGE

vs. )

,

Defendant(s).

) **AFFIDAVIT**

)

)

)

)

STATE OF )

COUNTY)

) SS.

, being first duly sworn on oath, deposes and states as follows:

1. I am employed by Cenlar FSB as a \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. I am authorized to execute this affidavit on behalf of [<< CitiMortgage, Inc.>> or <<FORECLOSING PARTY>>]. The statements made in this Affidavit are based on my personal knowledge of the business records.

1. I am over the age of 18 and competent to testify as to the matters contained herein.
2. For convenience, the following party or parties listed on the Note are referred herein as “Borrower”:
3. In my capacity as a \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, I have access to <<SUBSERVICER>> business records, maintained in the ordinary course of regularly conducted business activity, including the business records for and relating to the Borrower’s loan. I make this affidavit based upon my review of those records relating to the Borrower’s loan and from my own personal knowledge of how the business records are kept and maintained. The loan records for the Borrower are maintained by <<SUBSERVICER>> 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 knowledge.
4. <<SUBSERVICER>> business records that relate to the Borrower’s loan that I reviewed and relied

upon for the statements made in this Affidavit include but are not limited to the Note, Mortgage and

<<SUBSERVICER>> electronic servicing system. True and exact copies of the Note and Mortgage are attached hereto.

1. <<SUBSERVICER>> records contain a Note executed by in the amount of $ secured by a Mortgage on a property located at . **IF OWNER AND SUBSERVICER ARE THE SAME:**
   1. <<SUBSERVICER>> holds the Note and is the subservicer for the loan.

**IF OWNER AND SUBSERVICER ARE DIFFERENT:**

A. <<SUBSERVICER>> is the subservicer of the loan and is authorized to act on behalf of the holder of the Note, <<OWNER>>.

1. The Borrower has defaulted under the terms of the Note and Mortgage. The Borrower’s default on the Note and Mortgage has not been cured, and the loan balance has been accelerated making the entire balance due and owing in accordance with the terms of the loan documents.
2. As a result of the Borrower’s default, the Borrower owes, as of

, the

principal sum of $ plus interest at % per annum from plus advances for taxes, insurance, and otherwise to protect the property, if any.

1. Affiant further says the breakdown of advances as of is as follows:

|  |  |
| --- | --- |
| Pre-Acceleration Late Charges | $ |
| Escrow | |
| Escrow Deficiency-Real Estate Taxes Paid on <<DATE TAXES PAID>>  $ | |
| Hazard Insurance  $ | |

|  |  |
| --- | --- |
| Mortgage Insurance Premium/Private Mortgage Insurance  $ | |
| Credits  $ | |
| Total Escrow | $ |

By:

**AFFIANT**

Date:

Subscribed and sworn to before me this day of \_\_\_\_\_\_\_\_, 20 , by

, Notary Public State of

My commission expires:

Personally Known OR Produced Identification

Type of Identification Produced:

.

**OH - Affidavit and Notice of Holder of Note Cuyahoga County**

**IN THE COURT OF COMMON PLEAS CUYAHOGA COUNTY, OHIO**

, Plaintiff,

vs.

,

Defendant(s).

)

)

) CASE NO.

)

) JUDGE

)

) **AFFIDAVIT AND**

) **NOTICE OF HOLDER OF NOTE**

)

)

)

STATE OF )

COUNTY)

) SS.

1. I am employed by Cenlar FSB as a \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. I am authorized to execute this affidavit on behalf of [<< CitiMortgage, Inc.>> or <<FORECLOSING PARTY>>]. The statements made in this Affidavit are based on my personal knowledge of the business records.

1. I am over the age of 18 and competent to testify as to the matters contained herein.
2. For convenience, the following party or parties listed on the Note are referred herein as “Borrower”: .
3. In my capacity as a \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, I have access to <<SUBSERVICER>> business records, including the business records for and relating to the Borrower’s loan. I make this affidavit based upon my review of those records relating to the Borrower’s loan and from my own personal knowledge of how the business records are kept and maintained. The loan records for the Borrower are maintained by <<SUBSERVICER>> 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 knowledge. It is the regular practice to keep such records in the ordinary course of a regularly conducted business activity.
4. Affiant states that the Note contains an endorsement, executed in blank by <<THE LENDER THAT ISSUED THE BLANK ENDORSEMENT>>. A true and exact copy of the Note is attached to the Complaint as Exhibit
5. Plaintiff or its Agent was in possession of the original Note when it filed the Complaint on

and continues to maintain possession of the Note.

By:

**AFFIANT**

Date:

Subscribed and sworn to before me this day of , 20 , by

, Notary Public State of

My commission expires:

Personally Known OR Produced Identification

Type of Identification Produced:

.

**OH - Affidavit in Support of Judgment**

**IN THE COURT OF COMMON PLEAS**

**COUNTY, OHIO**

, Plaintiff,

vs.

,

Defendant(s).

)

)

) CASE NO.

)

) JUDGE

)

) **AFFIDAVIT IN SUPPORT**

) **OF JUDGMENT**

)

)

)

STATE OF )

COUNTY)

) SS.

, being first duly sworn on oath, deposes and states as follows:

1. I am employed by Cenlar FSB as a \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. I am authorized to execute and make the representations contained in this this affidavit on behalf of [<< CitiMortgage, Inc.>> or <<FORECLOSING PARTY>>]. The statements made in this Affidavit are based on my personal knowledge of the business records.

1. I am over the age of 18 and competent to testify as to the matters contained herein.
2. For convenience, the following executed the Note and are referred herein as “Borrower”:

.

1. In my capacity as a \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, I have access to Cenlar FSB’s business records, including the business records for and relating to the Borrower’s loan. I make this affidavit based upon my review of those records relating to the Borrower’s loan and from my own personal knowledge of how the business records are kept and maintained. The loan records for the Borrower are maintained by Cenlar FSB 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 knowledge. It is the regular practice to keep such records in the ordinary course of a regularly conducted business activity.]
2. Cenlar FSB’s business records that relate to the Borrower’s loan that I reviewed and relied upon for the statements made in this Affidavit are [the Note,] [the Lost Note Affidavit,] [the Assignments of Mortgage,] the Mortgage and Cenlar FSB’s electronic servicing system and any other documents referenced in Paragraph 11.
3. Cenlar FSB’s business records that relate to the Borrower’s loan that I reviewed and relied upon for the statements made in this Affidavit are [the Note,] [the Lost Note Affidavit,] [the Assignments of Mortgage,] the Mortgage; and Cenlar FSB’s electronic servicing systems and any other documents referenced in Paragraph 11.
4. Borrower executed a Note (the “Note”) dated , in the amount of

$ secured by a Mortgage (the “Mortgage”) on a property located

at . [AT THE SOLE DISCRETION OF LOCAL COUNSEL, THE FOLLOWING

CAN BE ADDED IF REQUIRED BY THE JUDGE OR COURT: <<[CENLAR FSB] / [THIRD PARTY INVESTOR]>> came into possession of the Note on or before <<INSERT

DATE POSSESSION WAS OBTAINED IF AVAILABLE FROM THE BUSINESS RECORDS OR USE THE DATE THE

ATTESTED NOTE WAS CREATED IF UNABLE TO PINPOINT ANOTHER DATE>> as evidenced by the business records I reviewed and has maintained possession of the Note through the date of this Affidavit.]

1. <<FORECLOSING PARTY>> has the right to foreclose based on the following:

[<<FORECLOSING PARTY>>] [, or its authorized agent,] is in possession of the original Note

[endorsed to <<Foreclosing Party>> / OR endorsed in blank], and is the current mortgagee under the Mortgage.

<<FORECLOSING PARTY>> has possession of the Note and is enforcing the Note as transferee in possession.

<<FORECLOSING PARTY>> has the right to possess the Note but was unable to locate the Note in its files; therefore, <<FORECLOSING PARTY>> is enforcing the Note using a lost note affidavit.

1. <<[Borrower has defaulted under the terms of the Note and Mortgage.] / OR [Borrower has

defaulted on the payment due {DEFAULT DATE} under the terms of the Note and Mortgage.]>> **[Insert in**

**Lorain, Medina, Summit, Wayne and such other counties as Local Counsel deems advisable (and if the**

**Mortgage or Note requires Borrower to receive a notice of default and/or a notice of intent to accelerate**

**the loan): [**On <<DATE>> / OR By letter dated <<DATE>>], Borrower was provided notice of default, and of

<<[ Cenlar FSB] / [CitiMortgage, Inc.]>>’s intent to accelerate the debt, as required under the terms of the Mortgage {or the Note}]. Borrower’s default on the Note and Mortgage has not been cured, and the loan balance has been accelerated making the entire balance

due and owing in accordance with the terms of the loan documents. [AT LOCAL COUN SEL ’S D ISCR ET ION ,

INCLUDE: A copy of said notice of acceleration is attached hereto.]

1. As a result of Borrower’s default and the acceleration of the debt, Borrower owes, as of

<<GOOD THROUGH DATE>>, the principal sum of $ together with interest at the rate of % per year from <<INTEREST ACCRUAL DATE>>, or as otherwise adjusted pursuant to the terms of

the Note. <<FOR UNION COUNTY, ADD THE FOLLOWING: Borrower’s last payment under the Note and Mortgage was received on <<DATE>> in the amount of <<AMOUNT OF PAYMENT>> and such amount was applied to the payment due on date.>>

1. <<[ Cenlar FSB / CitiMortgage, Inc.]>> has advanced and/or may advance funds for the payment of reasonable and necessary real estate taxes, hazard insurance premiums or otherwise for protection of the property, together with court costs and other expenses incident to this action, the total amount of which will be ascertainable at the time of the foreclosure sale in this matter.
2. Attached as exhibits hereto are duplicate, true and accurate copies of [the Note with any applicable endorsements] [the Lost Note Affidavit] [(Exhibit \_\_)] [the Mortgage (Exhibit )] [with any applicable Assignments (Exhibit \_\_)] and [the Notice of Default] as they appear in Cenlar FSB’s business records. [Attached hereto and incorporated herein as Exhibit [ ] is a printout [of the payment history] from such system(s) setting forth information concerning the Borrower’s loan and the amounts due.]
3. **[FOR 11TH DISTRICT (ASHTABULA, GEAUGA, LAKE, PORTAGE, AND TRUMBULL COUNTIES)**

**ONLY:**

As of <<DATE>>, the breakdown of advances is as follows:

|  |  |
| --- | --- |
| Pre-Acceleration Late Charges | $ |
| Escrow | |
| Escrow Deficiency-Real Estate Taxes Paid on <<DATE TAXES PAID>>  $ | |
| Hazard Insurance  $ | |
| Mortgage Insurance Premium/Private Mortgage Insurance  $ | |
| Credits  $ | |
| Total Escrow Property Preservation Inspections  TOTAL | $  $  $  $ |

Further affiant sayeth naught.

By:

**AFFIANT**

Date:

Subscribed and sworn to before me by , this day of , 20 .

Notary Public

State of My commission expires:

Personally Known OR Produced Identification

Type of Identification Produced:

.

**OH - Affidavit of Occupancy (Wayne County)**

**IN THE COURT OF COMMON PLEAS WAYNE COUNTY, OHIO**

, Plaintiff,

vs.

,

Defendant(s).

)

)

) CASE NO.

)

) JUDGE

)

) **AFFIDAVIT**

)

)

)

)

STATE OF )

COUNTY)

) SS.

, being first duly sworn on oath, deposes and states as follows:

1. I am employed by Cenlar FSB as a \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. I am authorized to execute this affidavit on behalf of [<< CitiMortgage, Inc.>> or <<FORECLOSING PARTY>>]. The statements made in this Affidavit are based on my personal knowledge of the business records.

1. I am over the age of 18 and competent to testify as to the matters contained herein.
2. For convenience, the following party or parties listed on the Note are referred herein as “Borrower”: .
3. In my capacity as \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, I have access to <<SUBSERVICER>> business records, including the business records for and relating to the Borrower’s loan. I make this affidavit based upon my review of those records relating to the Borrower’s loan and from my own personal knowledge of how the business records are kept and maintained. The loan records for the Borrower are maintained by <<SUBSERVICER>> 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 knowledge. It is the regular practice to keep such records in the ordinary course of a regularly conducted business activity.
4. To the best of the Affiant’s knowledge, the dwelling that is the subject of this action **is** or **is not**

(circle the appropriate answer) occupied.

By:

**AFFIANT**

Date:

Subscribed and sworn to before me this day of , 20 , by

, Notary Public State of

My commission expires:

Personally Known OR Produced Identification

Type of Identification Produced:

.

**OK - Affidavit (AOI) -**

**IN THE COURT OF COUNTY, OKLAHOMA**

, Plaintiff,

vs.

,

Defendant(s).

)

)

) CASE NO.

)

)

)

)

)

)

)

)

STATE OF )

COUNTY)

) SS.

**AFFIDAVIT**

<<AFFIANT’S NAME>>, being first duly sworn on oath, deposes and states as follows:

1. I am employed by Cenlar FSB as a \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. I am authorized to execute this affidavit on behalf of [<< CitiMortgage, Inc.>> or <<FORECLOSING PARTY>>]. The statements made in this Affidavit are based on my personal knowledge of the business records that are kept by Cenlar FSB, in the normal course of business, including the records related to the loan described below.

1. For convenience, the following party or parties listed on the Note are referred herein collectively as “Borrower”: .
2. In my capacity as a \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, I have access to Cenlar FSB’s business records, including the business records for and relating to the Borrower’s loan. I make this affidavit based upon my review of those records relating to the Borrower’s loan and from my own personal knowledge of how the business records are kept and maintained. The loan records for the Borrower are maintained by Cenlar FSB 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 knowledge. It is the regular practice to keep such records in the ordinary course of a regularly conducted business activity.

58. Cenlar FSB’s records contain a Note dated

executed by

\_. The Note is for $\_ secured by a Mortgage on a property located at .

5. Cenlar FSB’s business records that relate to the Borrower’s loan that I reviewed and relied upon for the statements made in this Affidavit are the Note, [the Lost Note Affidavit,] the Mortgage and Cenlar FSB’s electronic servicing system. Attached hereto and incorporated herein are true and exact copies of the Note, Mortgage and a printout from such system(s) setting forth information concerning the Borrower’s loan and the amounts due.

1. <<[ FORECLOSING PARTY]>> has the right to foreclose based on the following:

<<[FORECLOSING PARTY]>> is the holder of the Note.

<<[FORECLOSING PARTY]>> has possession of the Note and is enforcing the Note as transferee in possession.

<<[FORECLOSING PARTY]>> has the right to possess the Note but was unable to locate the Note in its files; therefore, <<[FORECLOSING PARTY]>> is enforcing the Note using a lost note affidavit.

1. The Borrower has defaulted on his/her payment under the Borrower’s loan documents. The Borrower’s default on the Note and Mortgage has not been cured, and the loan balance has been accelerated making the entire balance due and owing pursuant to the terms of the loan documents.
2. As a result of the Borrower’s default, the Borrower owes, as of

, the

principal sum of $\_ plus interest at \_% per annum from plus

advances for taxes, insurance, attorney’s fees and costs, and otherwise to protect the property, if any.

By:

**AFFIANT**

Date:

Subscribed and sworn to before me this day of , 20 , by

<< AFF IAN T’ S N AM E> >

<<NOTARY SIGNATURE>>

<< N OTARY’S PRINT ED NAM E> > , Notary Public

State of

My commission expires:

Personally Known OR Produced Identification

Type of Identification Produced:

**OR - Aff of Plaintiff in Support of Motion for Default**

IN THE CIRCUIT COURT FOR THE STATE OF OREGON IN AND FOR THE COUNTY OF <<COUNTY>>

, Plaintiff,

)

)

) CASE NO.

)

) <<At Local Counsel’s discretion, select:

vs. )

[AFFIDAVIT / DECLARATION] OF

,

Defendant(s).

) PLAINTIFF IN SUPPORT OF MOTION

) FOR DEFAULT AND GENERAL

) JUDGMENT OF FORECLOSURE

)

)

STATE OF )

COUNTY)

) SS.

1.

I am employed as \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ of Cenlar FSB, which is the subservicer for the Beneficiary under the Deed of Trust described below (the “Plaintiff”). In that capacity, I am authorized to make the representations contained in this <<At Local Counsel’s discretion, select: affidavit / declaration] (“<<Affidavit / Declaration>>”)>> on behalf of Cenlar FSB. I am familiar with the process by which the Plaintiff maintains its loan records and evaluates status based upon those records. I personally know that the records kept are in the course of a regularly conducted business and are a matter of business routine. Entries in the records are made at or near the time of the event, recorded by, or with information from, a person with knowledge of the event recorded. My training includes instruction on how to access business records necessary to offer testimony concerning loan status and documentation. I offer the testimony in this <<Affidavit / Declaration>> based on my review of the relevant business records in support of ’Plaintiff’s motion for default and general judgment of foreclosure.

2.

Cenlar FSB’s records regarding the account contain the name and billing address of the defendant, the account number (and predecessor account numbers, if any), the account’s history, which may include charges made, interest and/or fees assessed, payments and/or credits received, and the minimum payment due and the total outstanding balance due on the account, collectively referred to as the “Account Information.” Exhibit A attached hereto and incorporated herein is a true and correct copy of Defendant’s Account Information.

3.

For convenience, the following party or parties listed on the Note are referred herein as “Borrower”:

.

4.

Cenlar FSB’s records contain a Note dated executed by Borrower. [Local Counsel has the discretion to amend the first sentence above to conform to case specific facts in the event Cenlar FSB does not have to obtain possession of the Note in order to execute a Certification of the Note.] The Note is for $ secured by a Deed of Trust on a property located at

. Cenlar FSB is the subservicer of the loan and is authorized to act on behalf of the holder of the Note . Exhibit B attached hereto and incorporated herein is a true and correct copy of the Note and Deed of Trust.

5.

The Deed of Trust was duly acknowledged in the manner required for recording and was recorded on <<DATE OF RECORDATION>> in the official records of <<COUNTY>> County, Oregon, as Recording No.

<<RECORDING NUMBER>>.

6.

As fully appears in the Note and Deed of Trust, Borrower, as obligor thereunder, promised and agreed to pay the principal sum of $ . Borrower failed to make the monthly payment which was due on <<DATE>>, and has made no payments on the Note and Deed of Trust since that date. Therefore, Borrower is in default under the terms of the Note and Deed of Trust. Because of that default, Plaintiff has exercised and hereby exercises the option granted in the Note and Deed of Trust to declare the whole of the balance of both principal and interest thereon due and payable. There is now due and unpaid the principal balance of $<<AMOUNT>>, plus interest at the rate of <<RATE>> per annum.

7.

As of the date of this <<Affidavit / Declaration>>, there will be due advances on the Deed of Trust, plus the interest accrued on those unpaid advances, a total balance of $<<AMOUNT>>. This amount is immediately payable, plus fees and costs incurred under the terms of the Note and Deed of Trust. Interest will continue to accrue from the date of this <<Affidavit / Declaration>> at the pre-judgment contract rate as listed above, with post-judgment interest from the date of judgment until paid at the contract interest rate or the legal interest rate at 9.000% per annum, whichever is higher. The amount currently due is as follows:

* 1. Unpaid Principal Balance $
  2. Interest from <<DATE>> $ through <<DATE>>
  3. Property Inspections / Preservation $
  4. Appraisal / BPO $
  5. Pre-Acceleration Late Charges $
  6. Escrow Advance $
  7. Other Advances to be described

in detail pending judgment figures from Citi $

Total Amount Due: $

8.

To the best of my knowledge, no other suit or action has been instituted or is now pending upon the Note or to foreclose the Deed of Trust.

9.

The terms of the Note and Deed of Trust provide that in the event of any action to collect the Note or to foreclose the Deed of Trust there shall be included in the judgment a reasonable sum for attorneys’ fees, the cost of title search and cost of the action, other sums advanced under the terms of the Note and Deed of Trust for taxes, assessments, municipal charges, and other items constituting liens upon the Property, together with necessary insurance and repairs.

DATED this day of \_\_, 20 .

<<AFFIANT / DECLARANT>>:

By: Name:

[INCLUDE JURAT IF THE DOCUMENT IS STRUCTURED AS AN AFFIDAVIT, BUT EXCLUDE IF IT IS STRUCTURED AS A DECLARATION

State of ) County of )

Subscribed and sworn to before me by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ this day of , 20 .

, Notary Public [SEAL]

<<Notary’s Name>>

My commission expires:

Personally Known OR Produced Identification

Type of Identification Produced:

.]

**OR - Affidavit of Compliance Ch 304 Sec 9**

**AFTER RECORDING RETURN TO:**

*[Space Above This Line For Recording Data]*

**AFFIDAVIT OF COMPLIANCE**

**With Oregon Laws 2013, chapter 304, section 9**

|  |  |
| --- | --- |
| Grantor(s): | <<NAME OR NAMES LISTED ON THE RESIDENTIAL TRUST DEED>> |
| Beneficiary: | <<CURRENT BENEFICIARY UNDER THE RESIDENTIAL TRUST DEED>> |
| Trustee: | <<TRUSTEE UNDER THE RESIDENTIAL TRUST DEED>> |

|  |  |
| --- | --- |
| Property Address: | <<ADDRESS OF PROPERTY SECURING THE RESIDENTIAL TRUST DEED>> |
| Residential Trust Deed Filed Under Instrument Recording No.: | <<RECORDING INFORMATION FOR THE RESIDENTIAL TRUST DEED>> |
| Resolution Conference/Mediation No. | <<OBTAIN NUMBER FROM THE SERVICE PROVIDER>> |

I, <<AFFIANT’S NAME>>, being duly sworn, hereby depose and say that:

1. I am employed by Cenlar FSB as a \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. I am authorized to execute this affidavit on behalf of [<< CitiMortgage, Inc.>> or <<FORECLOSING PARTY>>]. The statements made in this Affidavit are based on my personal knowledge of the business records. The statements made in this Affidavit are based on my personal knowledge of the business records obtained through my review of business records that are kept by Cenlar FSB, in the normal course of business, including the records related to the loan in favor of Grantor(s) secured by the Residential Trust Deed.

1. The Beneficiary has determined that the Grantor(s) of the Residential Trust Deed:

[ ] [is/are] not eligible for a foreclosure avoidance measure;

[ ] [has/have] not complied with the terms of a foreclosure avoidance measure to which the Grantor(s) [has/have] agreed; or

[ ] [was/were] not reviewed for a foreclosure avoidance measure after August 4, 2013.

[INCLUDE (3) ONLY IF ONE OF THE HIGLIGHTED OPTIONS ARE MARKED ABOVE.

1. The Beneficiary mailed a written notice to the Grantor(s) within 10 days after making the determination described in Paragraph (2) above and mailed a copy of the same notice to the Oregon Department of Justice on the same date. The written notice, in plain language, explained the basis for the Beneficiary’s determination.]
2. [or (3) if the preceding paragraph is not included.] By reason of the above, the Beneficiary has complied with the requirements of Oregon Laws 2013, chapter 304, section 9(1).

AFFIANT

(Signature)

(Printed Name)

State of )

)ss.

County of )

Signed and sworn to (or affirmed) before me this day of \_, 20\_ , by

<<AFFIANT’S NAME>> who is employed by Cenlar FSB as \_\_\_\_\_\_\_\_\_\_\_. >>.

Notary Signature

My commission expires:

**OR - Appointment of Successor Trustee**

**APPOINTMENT OF SUCCESSOR TRUSTEE**

KNOW ALL MEN BY THESE PRESENTS that <<GRANTOR NAME(S)>>, as grantors, and <<ORIGINAL

TRUSTEE>>, as the trustee, and <<BENEFICIARY>>, is the beneficiary under that certain trust deed dated

<<DOCUMENT DATE>>, and recorded <<RECORDING DATE>>, as <<DOCUMENT NUMBER>> of the

Mortgage Records of <<COUNTY NAME>> County, Oregon. The undersigned, who is the present beneficiary under said trust deed desires to appoint a new trustee in the place and stead of the original trustee named above;

NOW THEREFORE, in view of the premises, the undersigned hereby appoints <<SUCCESSOR TRUSTEE NAME>>, whose address is <<SUCCESSOR TRUSTEE ADDRESS>> as successor trustee under said trust deed, to have all the powers of said original trustee, effective immediately.

plural.

In construing this instrument, and whenever the context so requires, the singular includes the

IN WITNESS WHEREOF, the undersigned beneficiary has executed this document. If the undersigned is a corporation, it has caused its name to be signed [and its seal affixed] by an officer or other person duly authorized to do so by its board of directors.

<<CURRENT NOTEHOLDER>>

By Typed Name: Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

[By Typed Name: Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [INCLUDE THIS SECTION WHEN THERE IS NO CORPORATE SEAL]

State of )

) ss.

County of )

This instrument was acknowledged before me on by

as an Authorized Representative of

\_[Cenlar FSB].

Notary signature

My commission expires\_

APPOINTMENT OF SUCCESSOR TRUSTEE

Re: Trust Deed from

<<GRANTOR NAME(S)>>

Grantor

to

<<SUCCESSOR TRUSTEE>>

Trustee <<FILE NUMBER>>

**After recording return to:**

<<FIRM NAME>>

<<FIRM ADDRESS>>

<<FIRM ADDRESS>>

**PR - Affidavit of Note Transfer**

**AFFIDAVIT OF NOTE TRANSFER**

STATE OF <<STATE>> §

§

COUNTY OF <<COUNTY>> §

Before me, the undersigned authority, personally appeared <<INSERT AFFIANT’S NAME>>, who, being by me duly sworn and stated as follows:

1. I, <<INSERT AFFIANT’S NAME>>, of legal age, and resident of <<STATE>>, U.S.A., am employed as \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ of Cenlar FSB. The statements made in this Affidavit of Note Transfer (“Affidavit”) are based on my personal knowledge of the business records.
2. I am over the age of eighteen and competent to verify the information contained herein.
3. [FORECLOSING PARTY] is in possession of a mortgage note in the principal sum of

$<<AMOUNT>> bearing interest at <<PERCENTAGE>>% per annum (the “Mortgage Note”). The indebtedness evidenced by the Mortgage Note is secured by a mortgage executed before the notary public <<NOTARY PUBLIC>> on <<DATE>>, deed number <<DEED NUMBER>> (the “Mortgage Deed”).

1. For convenience, the following party or parties listed on the Mortgage Note are referred to

herein as “Borrower”: .

1. In my capacity as \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, I have access to Cenlar FSB’s business records, including the business records for and relating to the Borrower’s loan (the “Loan”) evidenced by the Mortgage Note. I make this Affidavit based upon my review of those records relating to the Loan and from my own personal knowledge of how the business records are kept and maintained. The loan records for the Borrower are maintained by Cenlar FSB 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 knowledge. It is the regular practice to keep such records in the ordinary course of a regularly conducted business activity.
2. The business records of Cenlar FSB reflect that the Mortgage Note and the

Mortgage Deed for the Loan, as described in paragraphs 3 and 4, were originated by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ on or about <<DATE OF LOAN ORIGINATION>> and possession of the original Mortgage Note was transferred to Cenlar FSB. Cenlar FSB’s records reflect that [Cenlar FSB] /[FORECLOSING Party] acquired possession of the Mortgage Note as of <<DATE >> and further reflect that the Mortgage Note has not been canceled, assigned, transferred, endorsed, or sold to another party since said date. Although the Mortgage Note was not properly endorsed to [FORECLOSING PARTY] by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, [FORECLOSING PARTY] owns the Loan and has the right to enforce the Mortgage Note and the Mortgage Deed, pursuant to the Mortgage Loan Purchase and Sale Agreement dated November 30, 2007, attached hereto as Exhibit A.

1. Based on information obtained from the Department of State for the Commonwealth of Puerto Rico, the corporate registry for \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ was terminated on or about August 31, 2011. Exhibit B.

Cenlar FSB is unable to obtain an endorsement to the Mortgage Note from \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ or a representative thereof.

1. The above information is true and accurate to the best of my personal knowledge of the business records and based upon my review of the records as set forth above.

BY:

<<INSERT AFFIANT’S NAME>>

Date:

STATE OF <<STATE>> COUNTY OF <<COUNTY>>

Subscribed and sworn to before me this day of \_\_\_\_\_, 20

, by <<INSERT AFFIANT’S NAME>>.

, Notary Public

State of My commission expires:

Produced identification .

Type of identification produced:

.

**PR - Affidavit of Note Transfer**

**AFFIDAVIT OF NOTE TRANSFER**

STATE OF <<STATE>> §

§

COUNTY OF <<COUNTY>> §

Before me, the undersigned authority, personally appeared <<INSERT AFFIANT’S NAME>>, who, being by me duly sworn and stated as follows:

1. I am employed by Cenlar FSB as a \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. I am authorized to execute this affidavit on behalf of [<< CitiMortgage, Inc.>> or <<FORECLOSING PARTY>>]. The statements made in this Affidavit of Note Transfer (“Affidavit”) are based on my personal knowledge of the business records.

1. The statements made in this Affidavit of Note Transfer (“Affidavit”) are based on my personal knowledge of the business records.
2. I am over the age of eighteen and competent to verify the information contained herein.
3. [FORECLOSING PARTY] is in possession of a mortgage note in the principal sum of

$<<AMOUNT>> bearing interest at <<PERCENTAGE>>% per annum (the “Mortgage Note”). The indebtedness evidenced by the Mortgage Note is secured by a mortgage executed before the notary public <<NOTARY PUBLIC>> on <<DATE>>, deed number <<DEED NUMBER>> (the “Mortgage Deed”). For convenience, the following party or parties listed on the Mortgage Note are referred to

herein as “Borrower”: .

1. In my capacity as \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, I have access to Cenlar FSB’s

business records, including the business records for and relating to the Borrower’s loan (the “Loan”) evidenced by the Mortgage Note. I make this Affidavit based upon my review of those records relating to the Loan and from my own personal knowledge of how the business records are kept and maintained. The loan records for the Borrower are maintained by Cenlar FSB 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 knowledge. It is the regular practice to keep such records in the ordinary course of a regularly conducted business activity.

1. The business records of Cenlar FSB reflect that the Mortgage Note and the Mortgage Deed for the Loan, as described in paragraphs 3 and 4, were originated by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_on or about <<DATE OF LOAN ORIGINATION>> and possession of the original Mortgage Note was transferred to \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. Cenlar FSB’s records reflect that \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ acquired possession of the Mortgage Note as of <<DATE >>. Although the Mortgage Note was not properly endorsed to Cenlar FSB by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, Cenlar FSB is subservicing the Loan and [FORECLOSING PARTY] has the right to enforce the Mortgage Note and the Mortgage Deed. Cenlar FSB’s records reflect that the Mortgage Note has not been canceled, assigned, transferred, endorsed, or sold to another party.
2. Based on information obtained from the Department of State for the Commonwealth of Puerto Rico, the corporate registry for CMFC, Inc. was terminated on or about August 31, 2011. Exhibit B.

Cenlar FSB is unable to obtain an endorsement to the Mortgage Note from CMFC, Inc. or a representative thereof.

1. The above information is true and accurate to the best of my personal knowledge of the business records and based upon my review of the records as set forth above.

BY:

<<INSERT AFFIANT’S NAME>>

Date:

STATE OF <<STATE>> COUNTY OF <<COUNTY>>

Subscribed and sworn to before me this day of , 20

, by <<INSERT AFFIANT’S NAME>>.

, Notary Public

State of My commission expires:

Personally known OR Produced identification .

Type of identification produced:

.

**PR - Certification of Debt and Sworn Statement**

[NOTE: TO AVOID CHARACTERIZING ANY PART OF THIS AFFIDAVIT AS A PROHIBITED COLLECTION ACTIVITY IF THE BORROWER HAS FILED BANKRUPTCY, PUERTO RICAN COUNSEL HAS THE DISCRETION TO REVISE THE LANGUAGE IN THE CAPTION AND THE TITLE OF THIS DOCUMENT TO COMPLY WITH BANKRUPTCY REQUIREMENTS.]

**ESTADO LIBRE ASOCIADO DE PUERTO RICO TRIBUNAL DE PRIMERA INSTANCIA CENTRO JUDICIAL DE SAN JUAN**

**SALA SUPERIOR**

|  |  |
| --- | --- |
| <<FORECLOSING PARTY>> | CIVIL NÚM: |
|  | *CASE NUMBER:* |
| Demandante(s),  *Plaintiff,* | SOBRE: |
| v. | COBRO DE DINERO Y EJECUCIÓN DE |
|  | HIPOTECA POR LA VÍA ORDINARIA  *COLLECTION OF MONEY AND* |

*MORTGAGE FORECLOSURE*

Demandado(s)

*Defendants*.

CERTIFICATION OF DEBT AND SWORN STATEMENT UNDER PENALTY OF PERJURY

I, the undersigned <<AFFIANT’S NAME>>, being first duly sworn on oath, depose and say:

1. I am employed by Cenlar FSB as a \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. I am authorized to execute this affidavit on behalf of [<< CitiMortgage, Inc.>> or <<FORECLOSING PARTY>>]. The statements made in this Affidavit are based on my personal knowledge of the business records.

I am authorized to execute this Certification of Debt and Sworn Statement Under Penalty Of Perjury (this “Certification”) on behalf of Cenlar FSB.

1. I am over the age of 18 and competent to testify as to the matters contained herein.
2. For convenience, the following party or parties who executed the Note (as defined below) are referred to herein as “Borrower”: . To evidence

and secure a residential mortgage loan (the “Loan”), the Borrower executed a promissory note (the “Note”) dated , in the amount of $ secured by a mortgage deed

dated and executed before the notary public <<NAME OF PUERTO RICO NOTARY

PUBLIC>> on , <<INSERT RECORDING INFORMATION>> (the “Mortgage”).

22. In my capacity as a \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, I have access to Cenlar FSB’s business records, including the business records for and relating to the Borrower’s Loan. I make this Certification based upon my review of those records relating to the Borrower’s Loan and from my own personal knowledge of how the business records are kept and maintained. The loan records for the Borrower are maintained by Cenlar FSB 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 knowledge. It is Cenlar FSB’s regular practice to keep such records in the ordinary course of a regularly conducted business activity.

1. Cenlar FSB’s business records that relate to the Borrower’s Loan that I reviewed and relied upon for the statements made in this Certification are <<[the Note,] / [the Lost Note Affidavit,]>> the Mortgage and Cenlar FSB’s electronic servicing system. [As more fully set out in the Lost Note Affidavit, <<FORECLOSING PARTY>> has the right to enforce the Note, although the original Note has been

lost and <<FORECLOSING PARTY>> has relied on a Lost Note Affidavit to bring this action.] [IF THE NOTE

AND MORTGAGE HAVE BEEN AMENDED, ADD: The Note and/or Mortgage have been amended as more fully described on Exhibit A attached hereto and made a part hereof.]

6. The undersigned, as \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ for Cenlar FSB, represents

the interests of <<FORECLOSING PARTY>> as a secured creditor and holder in due course of the Note and Mortgage mentioned in the complaint of the instant case. I have executed this Certification in the regular performance of my job functions.

7. According to the files, documents and/or computer system of Cenlar FSB and pursuant to the provisions of [the Note and] the Mortgage, the defendants owe, in relation to the instant case, the principal amount of $\_ , plus interest over the unpaid principal balance at the <<[fixed] / [adjustable] interest rate which is currently equal to % per annum from <<INSERT DATE OF LAST PAYMENT>> until the debt is paid in full. Such interests will continue to accrue until the debt is paid in

full. [COUNSEL MAY DELETE OR AMEND THE FOLLOWING AT ITS DISCRETION, PARTICULARLY FOR

CITIFINANCIAL FILES: In addition, the defendants owe late charges amounting to % of any and all monthly payments or installments in arrears over days after the installment is due. The defendants also owe all of the advances made pursuant to the provisions and/or dispositions of the Note and the Mortgage. The defendants also owe an amount equivalent to percent of the original

principal balance, or $\_

, as a liquidated amount to cover the costs, expenses and attorney’s

fees.]

64. <<FORECLOSING PARTY>> has the right to foreclose based on the following:

<<FORECLOSING PARTY>> is the holder of the Note.

<<FORECLOSING PARTY>> has possession of the Note and is enforcing the Note as transferee in possession.

<<FORECLOSING PARTY>> has the right to possess the Note but was unable to locate the Note in its files; therefore, <<FORECLOSING PARTY>> is enforcing the Note using a lost note affidavit or is requesting that the court order that a substitute note be issued in lieu of the original lost Note.

1. The defendants are an appropriate party in the instant case because they are the owners of the mortgaged property and/or debtors pursuant to the Note.
2. To the best of my information and belief the defendants are not minors and they are in their full legal capacity. As per the certificate of the Department of Defense attached hereto, the

defendants are not serving in the armed forces of the United States. [NOTE: IF THE DEBTOR IS DECEASED,

A DEPARTMENT OF DEFENSE CERTIFICATE WILL BE REQUIRED FOR EACH HEIR OR A JUDICIAL

DETERMINATION THAT SUCH HEIRS DO NOT SERVE IN THE U.S. MILITARY SERVICE.]

1. Cenlar FSB [and <<FORECLOSING PARTY>>] [has / have] tried unsuccessfully to collect the indebtedness evidenced by the Note without avail. Thus, the entire principal sum and accrued interests and expenses described above have become due and payable pursuant to the acceleration clause of the Mortgage.
2. The money claimed by <<FORECLOSING PARTY>> is due and payable and <<FORECLOSING PARTY>> does not waive its right to continue with further collection proceedings should the proceeds from the sale of the mortgaged property not suffice to fully cover the amount due to <<FORECLOSING

PARTY>> under the Note [and Mortgage]. [NOTE: TO AVOID CHARACTERIZING ANY PART OF THIS

DOCUMENT AS A PROHIBITED COLLECTION ACTIVITY IF THE BORROWER HAS FILED BANKRUPTCY, PUERTO

RICAN COUNSEL HAS THE DISCRETION TO REMOVE THIS PARAGRAPH TO COMPLY WITH BANKRUPTCY

REQUIREMENTS. THE FOLLOWING PARAGRAPH WOULD HAVE TO BE RENUMBERED IF THIS PARAGRAPH

IS DELETED.

1. On the basis of my knowledge upon review of the pertinent records and documents, I declare under penalty of perjury that the foregoing is true and correct.

Executed in this day of 20 . Affiant

Name: Date:

[CONFIRM THE JURAT BELOW MEETS STATE REQUIREMENTS WHERE SIGNED]

[ONLY IF EXECUTED IN PUERTO RICO, INSERT: Certification Num: ] STATE OF <<STATE>>

COUNTY OF <<COUNTY>>

Subscribed and sworn [OR affirmed] before me this day of , 20\_ by <<AFFIANT’S NAME>>.

|  |  |
| --- | --- |
| (seal) | Notary’s signature |
| [Affix seal here] | NOTARY PUBLIC |

EXHIBIT A

AMENDMENTS TO NOTE AND/OR MORTGAGE

The Note and the Mortgage, if applicable, have been amended as follows:

<<INSERT DESCRIPTION OF MODIFICATION DOCUMENT, DATES, AND RECORDING INFORMATION AS APPLICABLE.>>

**PR - Lost Note Affidavit**

**ESTADO LIBRE ASOCIADO DE PUERTO RICO TRIBUNAL DE PRIMERA INSTANCIA CENTRO JUDICIAL DE SAN JUAN**

**SALA SUPERIOR**

[NOTE: THE PURPOSE OF THIS AFFIDAVIT IS TO SATISFY NATIONAL MORTGAGE SETTLEMENT REQUIREMENTS REGARDING THE FORECLOSING PARTY’S OWNERSHIP OF THE LOAN IN BANKRUPTCY CASES AND TO DOCUMENT THAT THE ORIGINAL NOTE IS LOST WHEN THE CANCELLATION OF THE NOTE OCCURS DURING THE FORECLOSURE PROCESS.]

[THE FOLLOWING CASE CAPTION MAY NOT BE REQUIRED. LOCAL COUNSEL AT ITS SOLE DISCRETION WILL DETERMINE WHETHER OR NOT TO INCLUDE IT OR TO MODIFY THE FORMAT AND WORDING.]

|  |  |
| --- | --- |
| <<FORECLOSING PARTY>> | CIVIL NÚM: |
|  | *CASE NUMBER:* |
| Demandante(s),  *Plaintiff,* | SOBRE: |
| v. | COBRO DE DINERO Y EJECUCIÓN DE |
|  | HIPOTECA POR LA VÍA ORDINARIA  *COLLECTION OF MONEY AND* |
|  | *MORTGAGE FORECLOSURE* |
| Demandado(s)  *Defendants*. |  |

**PR - Lost Note Affidavit (Cancellation of Senior Lien Note)**

LOST NOTE AFFIDAVIT

I, the undersigned << AFFIAN T’ S N AM E>> , being first duly sworn on oath, depose and say:

1. I am employed by Cenlar FSB as a \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. I am authorized to execute this affidavit on behalf of [<< CitiMortgage, Inc.>> or <<FORECLOSING PARTY>>]. The statements made in this Affidavit are based on my personal knowledge of the business records.

1. I am over the age of 18 and competent to testify as to the matters contained herein.
2. For convenience, the following party or parties who executed the Note are referred herein as “Borrower”: . The records of << Cenlar FSBinclude a promissory note (the “Note”) from the Borrower in favor of <<ORIGINAL LENDER>> dated , in the amount

of $ secured by a mortgage deed dated and executed before

the notary public <<NAME OF PUERTO RICO NOTARY PUBLIC>> on , deed number

(the “Mortgage”) , which evidence and secure a residential mortgage loan (the “Loan”).

23. In my capacity as a \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, I have access to Cenlar FSB’s business records, including the business records for and relating to the Borrower’s Loan. I make this Affidavit based upon my review of those records relating to the Borrower’s Loan and from my own personal knowledge of how the business records are kept and maintained. The loan records for the Borrower are maintained by Cenlar FSB 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 knowledge. It is Cenlar FSB’s regular practice to keep such records in the ordinary course of a regularly conducted business activity.

7. Cenlar FSB’s business records that relate to the Borrower’s Loan that I reviewed and

relied upon for the statements made in this Affidavit are [a copy of / OR a description of elements of] the Note, the Mortgage and Cenlar FSB’s electronic servicing system.

1. <<[ Cenlar FSB]]>> <<[is the subservicer of the Loan] / [provides certain loan servicing activities in connection with the Loan]>> and

<<[ [Third Party Custodian]>> is the custodian of the collateral documents described below. I have access to the business records of Cenlar FSB concerning the Loan.

1. <<[ Cenlar FSB] >>’s regular business practice is to store notes secured by mortgages and deeds of trust in collateral files maintained by <<[[custodian] in a secure vault facility in O’Fallon, Missouri] / [<<Custodian>> at a secure vault facility in <<Location of Custodian’s Vault]>>. [The collateral files, including the original Note, for certain loans serviced by Cenlar FSB on behalf of {NON-CITI FORECLOSING PARTY}, however, are stored in a secure vault facility maintained by {Third Party Custodian}].
2. <<[After a good faith thorough and diligent manual search of the hard copy collateral file

pertaining to the Loan, the original Note was not located.] / [OR – WHERE COLLATERAL FILE CANNOT BE

LOCATED: After a good faith thorough and diligent manual search, the hard copy collateral file pertaining to the Loan (which pursuant to <<[ Cenlar FSB] / [CitiMortgage, Inc.]>>’s regular business practice would be expected to contain the original note)

was not located. <<[USE THIS SENTENCE WHEN CENLAR OR CUSTODIAN IS THE CUSTODIAN OF THE COLLATERAL FILE: [I

have personal knowledge of the business records (a) of <<[ Cenlar FSB] / [CUSTODIAN-*Note that this*

*opt ion d oes require pers onal kno wledge of t he C ust odian’s proc edu res, o t herwise se lec t t he proc es s use d*

*by the servicing entity to request the files from the Custodian*]>>’s procedures for the safekeeping and retrieval of original notes serviced by <<[ Cenlar FSB] / CitiMortgage, Inc.>> on behalf of the Note holder and <<[ Cenlar FSB] /’s lost note procedures for determining that an original note is lost; and (b) that << Cenlar FSB]’s lost note procedures were followed in determining that the Note has been lost and that a good faith effort

was made to locate the lost Note in accordance with such procedures.] / [USE THIS SENTENCE WHEN A

THIRD PARTY IS THE CUSTODIAN OF THE COLLATERAL FILE: A request for the collateral file, including the original Note, submitted by Cenlar FSB, to {Third Party Custodian} resulted in a response from

{Third Party Custodian} that such original Note could not be located and Cenlar FSB considers such original Note lost.]>> Based upon the foregoing due diligence and review of business records,

<< Cenlar FSB>> has concluded that possession of the original Note cannot reasonably be obtained because the Note was destroyed, its whereabouts cannot be determined, or it is in the wrongful possession of an unknown person or a person that cannot be found or is not amenable to service of process.

1. [Choose one of the following three alternatives:

[(1) If attaching a copy of the imaged Note, including all endorsements, use the following sentence: Attached as Exhibit A is a true and correct copy of the Note based on <<[ Cenlar FSB] >>’s business records. OR

[(2) If Attaching a copy of the Note, an image of which does not include all endorsements, use the following

sentence: Based on <<[Cenlar FSB]>>’s business records, attached as Exhibit A is copy of the form of the Note.] OR

[(3) If not attaching a copy of the Note, including all relevant terms, use the following sentence: Based on [Cenlar FSB]’s business records, attached as Exhibit A is a true and correct statement of the principal terms of the Note.

1. [WHERE FORECLOSING PARTY HAD POSSESSION AT TIME OF LOSS, INCLUDE THIS PARAGRAPH – NOTE THIS

PARAGRAPH 10 IS OPTIONAL IF CENLAR CAN DETERMINE WHERE AND WHEN THE NOTE WAS LOST: The

business records described above reflect that the Note was in <<[[[Foreclosing Party] / [Servicing Entity]>>’s possession at the time it was lost or destroyed.**]**

[WHERE CENLAR’S COUN SEL WAS IN POSS ESS ION AT TIM E OF LOSS, IN CLUD E THIS PA RAGRAPH: The business records described above reflect that the Note was in possession of foreclosure counsel, [INSERT LAW FIRM NAME], at the time it was lost or destroyed.**]**

[WHERE THIRD PARTY CUSTODIAN WAS IN POSSESSION AT TIME OF LOSS, INCLUDE THIS PARAGRAPH:

The business records described above reflect that the Note was in possession of a third party custodian, [INSERT THIRD PARTY CUSTODIAN NAME], at the time it was lost or destroyed.**]**

[WHERE LOSS OF THE N OTE OCCURRED PRIOR TO CENLAR’S ACQUISITION OF THE LOAN , IN CLUDE THIS

PARAGRAPH: The business records described above reflect that the Note was lost or destroyed prior to

the date <<[ Cenlar FSB] >> acquired the Loan or commenced servicing the Loan on behalf of {FORECLOSING PARTY}.**]**

[WHERE CENLAR CAN N OT D ET ERM IN E IF THE LOSS OF THE N OTE OCCURRED PRIOR OR AFT ER CENLAR’S

ACQUISITION OF THE LOAN, INCLUDE THIS PARAGRAPH: From the business records described above,

<<[ Cenlar FSB] >> cannot determine whether the Note was lost or destroyed prior to or after the date <<[ Cenlar FSB] >> acquired the Loan or commenced servicing the Loan on behalf of {FORECLOSING PARTY}.**]**

1. The loss of possession of the Note is not the result of the original Note being assigned, endorsed, or sold to another party, cancelled, pledged, hypothecated or otherwise transferred, nor was the loss of possession the result of lawful seizure of the Note.
2. [DEPENDING ON DIRECTION FROM LOCAL COUNSEL, EITHER DELETE THIS PARAGRAPH OR

INSERT A COMPLETE CHAIN OF OWNERSHIP IN THIS PARAGRAPH INCLUDING ALL ENDORSEMENTS,

ALLONGES OF THE PROMISSORY NOTE OR MERGERS AFFECTING THE NOTE THAT IS THE SUBJECT OF THE

ACTION] The business records of Cenlar FSB]>>, attached as Exhibit A reflect that the Note for the Loan was originated by

<<ORIGINAL LENDER>> on or before <<DATE>> and possession of the original Note was transferred to

<<[Entity Taking Possession of Notes After Original Lender>>on or before [DATE]. [REPEAT DESCRIPTION

OF TRANSFERS AS NECESSARY TO ESTABLISH COMPETE CHAIN OF TITLE]. The documentation attached in Exhibit B shows evidence of the acquisition, ownership, and possession of the Note.

[FORMAT DOCUMENT TO KEEP SIGNATURE AND JURAT ON THE SAME PAGE]

AFFIANT

Name: Date:

Subscribed and [sworn / OR affirmed] to before me this day of , \_, by

\_.

, Notary Public State of

My commission expires:

Personally known \_OR Produced identification \_.

Type of identification produced:

\_.

**EXHIBIT A**

**THE NOTE**

[INSERT A COMPLETE COPY OF NOTE, INCLUDING FRONT AND BACK PAGES, TOGETHER WITH ALL ENDORSEMENTS, ALLONGES AND MERGER CERTIFICATES.]

LOST NOTE AFFIDAVIT (CANCELLATION OF SENIOR LIEN NOTE)

I, the undersigned <<AFFIANT’S NAME>>, being first duly sworn on oath, depose and say:

1. I am employed by Cenlar FSB as a \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. I am authorized to execute this affidavit on behalf of [<< CitiMortgage, Inc.>> or <<FORECLOSING PARTY>>]. The statements made in this Lost Note Affidavit (this “Affidavit”) are based on my personal knowledge of the business records.

1. I am over the age of eighteen (18) and competent to testify as to the matters contained

herein.

1. For convenience, the following party or parties <<Prior Borrower’s Name or Names>> (the “Prior Note Borrower”) who executed the Prior Note (as described below) are referred to herein as the “Prior Note Borrower.” The records of [Cenlar FSB]>> include information regarding a promissory note (the “Prior Note”) from the Prior Note Borrower in favor of <<Prior Note Lender>> dated <<Date of Prior Note>>, in the amount of $<<Principal>> secured by a mortgage deed dated <<Date>>> and executed before the notary public <<Name of Notary Public>> on <<Date of Execution before the Notary Public>>, deed number <<Deed Number and Other Recording Information>> (the “Prior Mortgage Deed”), which evidences and secures a residential mortgage loan (the “Prior Loan”).
2. The records of [Cenlar FSB]>> also include a promissory note from <<Borrower’s Name or Names>> (the “Borrower”) in favor of

<<Name of Original Lender from Note>> dated <<Date of Note>>, in the amount of $<<Principal>> secured by a mortgage deed dated <<Date>>> and executed before the notary public <<Name of Notary Public>> on <<Date of Execution Before the Notary Public>>, deed number <<Deed Number and Other Recording Information>> ,, (“Mortgage Deed”)which evidences and secures a residential mortgage loan (the “Loan”).

24. In my capacity as a \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, I have access to Cenlar FSB’s business records, including the business records for and relating to the Note, the Mortgage Deed, and the Loan. I make this Affidavit based upon my review of those records relating to the Note, the Mortgage Deed, and the Loan and from my own personal knowledge of how the business records are kept and maintained. The loan records for the Borrower are maintained by Cenlar FSB 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 knowledge. It is Cenlar FSB’s regular practice to keep such records in the ordinary course of a regularly conducted business activity.

1. The Mortgage Deed encumbers the following property, hereinafter referred to as “the property:”

<<LEGAL DESCRIPTION>>

1. The property is identified with the number <<Property Identification Information>>.
2. The property is also encumbered with the Prior Mortgage Deed that secured the payment of the Prior Note because the Prior Note has not been cancelled nor has the Prior Mortgage been released of record.
3. The Prior Note was previously paid in full. Attached hereto as Exh ib it “A ” is documentary

proof that the Prior Note was paid in full from the proceeds advanced under the Note. Because the Prior Note was paid in full, the Prior Mortgage Deed should have been released of record.

1. After a good faith thorough and diligent manual search of the hard copy collateral file pertaining to the Borrower and the Loan, the original Prior Note was not located. The business records I reviewed do not reflect that Cenlar FSB ever received the original Prior Note.
2. I have read the Complaint in this action, requesting the cancellation of the Prior Note and I affirm the truth of the allegations contained therein with respect to that Prior Note.
3. Cenlar FSB’s business records that relate to the Loan that I reviewed and relied upon for the statements made in this Affidavit are

[INCLUDE THE FOLLOWING, IF APPLICABLE: the settlement statement, the letter dated <<Date>>, copy of the check number <<Check Number>>, the title search or title policy of the property and Cenlar FSB’s electronic servicing systems See Exh ibit “A .”

1. The loss of possession of the original Prior Note is not the result of the original Prior Note being (1) assigned, endorsed, or sold to another party, (2) cancelled, pledged, hypothecated or otherwise transferred, or (3) lawfully seized.
2. On the basis of my knowledge upon review of the pertinent records and documents, I declare under penalty of perjury that the foregoing is true and correct.

Executed in this day of 20 .

AFFIANT

Name: Date:

Subscribed and sworn to before me this

day of

\_, 20

, by <<Affiant’s Name>>.

, Notary Public State of

My commission expires: <<Date>>

Personally known \_OR Produced identification \_.

Type of identification produced:

\_.

EX HIBIT “A ”

[Attach documentary proof that the Prior Note was paid in full and that the Mortgage Deed

imposes a first lien on the property]

**PR - Statement of Amount Due**

**UNITED STATES BANKRUPTCY COURT DISTRICT OF PUERTO RICO**

STATEMENT OF AMOUNT DUE

<DEBTOR(S)>

Account: XXXXXXXX<LAST FOUR DIGITS> Movant: <SUBSERVICER>

|  |  |
| --- | --- |
| Principal Balance as of <DATE>: | $<AMOUNT> |
| Per Diem: | $<INTEREST> |
| Other Arrearage Alleged |  |
| Accrued Interest, from <DATE> to <DATE> | $<AMOUNT> |
| Late Charges, from <DATE> to <DATE> | $<AMOUNT> |
| Unearned Interest | $<AMOUNT> |
| Advances Under Contract | $<AMOUNT> |
| Tax Certificate: | $<AMOUNT> |
| Inspection: | $<AMOUNT> |

|  |  |  |
| --- | --- | --- |
| Title Search: |  | $<AMOUNT> |
| Legal Fees and Costs: |  | $<AMOUNT> |
| <ITEMIZE ANY OTHER ARREARAGE ALLEGED> |  | $<AMOUNT> |
| **Total Arrearage** |  | **$<AMOUNT>** |

The subscribing authorized representative of <SUBSERVICER> declares under penalty of perjury that according to the information gathered from <SUBSERVICER>’s book, records, and documents kept concerning the above-referenced loan and based upon personal knowledge of the business records acquired from examining such book, records, and documents that the foregoing information is true and correct. The subscribing representative further declares under penalty of perjury that all of such books, records, and documents are kept in the regular course of business and managed by employees or agents whose duty it is to keep the books, records, and documents accurately and completely.

EXECUTED on \_, \_.

Name:

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, employed by Cenlar FSB

**RI - Affidavit of Compliance (120 Days Delinquent)**

**Affidavit of Exemption from R.I. Gen. Laws § 34-27-3.2**

(For Mortgagors More Than 120 Days Delinquent on or before September 12, 2013)

I, **<<AFFIANT’S NAME>>,** hereby affirm under oath and under penalty of perjury that:

1. I am employed by Cenlar FSB as a \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. I am authorized to execute this affidavit on behalf of [<< CitiMortgage, Inc.>> or <<FORECLOSING PARTY>>]. The statements made in this Affidavit are based on my personal knowledge of the business records. The averments provided in this affidavit are within the scope of my duties and are based on my personal knowledge of the business records. I am over the age of 18 and competent to testify as to the matters contained herein.

1. In my position, I have access to business records maintained by Cenlar FSB including loan documents and loan account records, and I have personal knowledge of the business records of the operation of and the circumstances surrounding the maintenance and retrieval of records in Cenlar FSB’s record- keeping systems.
2. Loan account records are compiled and recorded as a regular practice in the course of Cenlar FSB’s regularly conducted business activity. The records are made at or near the time of occurrence of each event affecting the account, by, or from information transmitted by, a person with knowledge of the acts or events described in the business record. Such records are kept, maintained, and relied upon in the course of Cenlar FSB’s ordinary and regularly conducted business activity.
3. I make this affidavit based on personal knowledge of the business records obtained from my personal review of the business records for the loan that is the subject of this action.
4. For convenience, the following party or parties listed on the Note described below are collectively or individually referred to herein as the “Borrower”: <<LIST ALL BORROWERS AS THEY APPEAR ON THE NOTE>>. Cenlar FSB’s business records reflect that <<FORECLOSING PARTY>> has possession of a promissory note (the “Note”) bearing Borrower’s signature, dated <<DATE AS IT APPEARS ON THE NOTE>> in the amount of $<<ORIGINAL PRINCIPAL BALANCE>>. The Note is secured by a mortgage (the “Mortgage”) executed by <<LIST ALL BORROWERS AS THEY APPEAR ON THE MORTGAGE/DOT>> (collectively or individually referred to herein as “Mortgagor”) dated <<DATE OF MORTGAGE>> and recorded [INSERT RECORDING INFORMATION AS DETERMINED BY LOCAL COUNSEL].
5. <<[ Cenlar FSB] / [FORECLOSING PARTY]>> [is / are] exempt from complying with R.I. Gen. Laws § 34-27-3.2, which relates to participation in a Mediation Conference, because the Mortgagor is or was more than one hundred twenty days delinquent under the terms of the Note on or before September 12, 2013.

[BE SURE TO ADJUST SIGNATURE AND NOTARY BLOCKS TO AVOID FLOATING NOTARY.]

**AFFIANT**

By:

Name:

Date:

Subscribed and [sworn to / affirmed] before me this \_\_\_\_\_day of\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ , 20 , by <<AFFIANT’S NAME>>.

, Notary Public

State of My commission expires:

Personally known OR

Produced identification .

Type of identification produced:

.

**RI - Affidavit of Compliance (Abandoned Residential Property)**

**AFFIDAVIT OF EXEMPTION FROM R.I. GEN. LAWS § 34-27-3.2**

(ABANDONED RESIDENTIAL PROPERTY)

I, <<AFFIANT’S NAME>>, under oath and under penalty of perjury, now depose and state under oath as follows:

1. I am employed by Cenlar FSB as a \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. I am authorized to execute this affidavit on behalf of [<< CitiMortgage, Inc.>> or <<FORECLOSING PARTY>>]. The statements made in this Affidavit are based on my personal knowledge of the business records. The averments provided in this affidavit are within the scope of my duties and are based on my personal knowledge of the business records. I am over the age of 18 and competent to testify as to the matters contained herein.

1. In my position, I have access to business records maintained by Cenlar FSB, including loan documents and loan account records, and I have personal knowledge of the business records of the operation of, and the circumstances surrounding the maintenance and retrieval of, records in Cenlar FSB’s record- keeping systems.
2. Loan account records are compiled and recorded as a regular practice in the course of Cenlar FSB’s regularly conducted business activity. The records are made at or near the time of occurrence of each event affecting the account, by, or from information transmitted by, a person with knowledge of the acts or events described in the business record. Such records are kept, maintained, and relied upon in the course of Cenlar FSB’s ordinary and regularly conducted business activity.
3. I make this affidavit based on personal knowledge of the business records obtained from my personal review of the business records for the loan that is the subject of this action.
4. For convenience, the following party or parties listed on the Note described below are

collectively or individually referred to herein as the “Borrower”: <<LIST ALL BORROWERS AS THEY

APPEAR ON THE NOTE>>. Cenlar FSB’s business records reflect that <<FORECLOSING PARTY>> has possession of a promissory note (the “Note”) bearing

Borrower’s signature, dated <<DATE AS IT APPEARS ON THE NOTE>>, in the amount of $<<ORIGINAL

PRINCIPAL BALANCE>>. The Note is secured by a mortgage (the “Mortgage”) executed by <<LIST ALL

SIGNERS AS THEY APPEAR ON THE MORTGAGE>> (collectively or individually referred to herein as “Mortgagor”) dated <<DATE OF MORTGAGE>> and recorded [INSERT RECORDING INFORMATION AS DETERMINED BY LOCAL COUNSEL].

1. Cenlar FSB has determined that the once owner-occupied, one to four unit residential property subject to the Mortgage (the “Property”) is no longer owner-occupied and is not the primary dwelling of the owner, within the meaning of R.I. Gen. Laws § 34-27-3.2(*l*). Rather, Cenlar FSB has determined that the Property has been vacated by the Mortgagor and that the Mortgagor has manifested the intent not to occupy the Property <<[based on the existence of serious code violations that pose a health and/or safety hazard to the community, which have gone unrepaired for an unreasonable amount of time] / [{and} from the following facts and circumstances:
2. The Property is vacant;
3. The grounds to the Property are not maintained;
4. The interior and/or exterior of the building comprising a portion of the Property is or are not in sound condition;
5. The building comprising a portion of the Property has been subjected to vandalism that has gone unrepaired; and
6. The above conditions have existed for an unreasonable length of time.

<<{INSERT DETAILS FROM THE SAFEGUARD REPORT OR OTHER EVIDENCE THAT THE PROPERTY IS ABANDONED.}>>]

1. For the reasons set forth above, Cenlar FSB [and] [FORECLOSING PARTY] [is/are] exempt from compliance with the requirements of R.I. Gen. Laws § 34-27-3.2.

[BE SURE TO ADJUST SIGNATURE AND NOTARY BLOCKS TO AVOID FLOATING NOTARY.]

**AFFIANT**

By: Name: Date:

Subscribed and [sworn to / affirmed] before me this day of , 20 , by

<<AFFIANT’S NAME>>.

, Notary Public

State of

My commission expires:

Personally known OR

Produced identification .

Type of identification produced:

.

**RI - Affidavit of Compliance With RIGL 34-27-3.2 (Right to Proceed)**

**AFFIDAVIT OF COMPLIANCE WITH RIGL 34-27-3.2 (RIGHT TO PROCEED)**

<<AFFIANT’S NAME>>, under oath and under penalty of perjury, now deposes and states as follows:

67. I am employed by Cenlar FSB as a \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. In that capacity, I am authorized to execute this affidavit. The averments provided in this affidavit are within the scope of my duties and are based on my personal knowledge of the business records. I am over the age of 18 and competent to testify as to the matters contained herein.

68. For convenience, the following party or parties listed on the Note described below are

collectively or individually referred to herein as the “Borrower”: <<LIST ALL BORROWERS AS THEY

APPEAR ON THE NOTE>>. Cenlar FSB’s business records reflect that <<FORECLOSING PARTY>> has possession of a promissory note (the “Note”) bearing Borrower’s signature, dated<<DATE AS IT APPEARS ON THE NOTE>>, in the amount of $<<ORIGINAL

PRINCIPAL BALANCE>>. The Note is secured by a mortgage executed by <<LIST ALL SIGNERS AS THEY

APPEAR ON THE MORTGAGE>> (collectively or individually referred to herein as “Mortgagor”) dated

<<DATE OF MORTGAGE>> and recorded [INSERT RECORDING INFORMATION AS DETERMINED BY LOCAL COUNSEL].

25. In my capacity as a \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, I have access to Cenlar FSB’s business records, including the business records for and relating to the Borrower’s loan. I make this affidavit based upon my review of those records and from my own personal knowledge of how the business records are kept and maintained. I have access to those business records, including loan documents and loan account records maintained by Cenlar FSB, and I have personal knowledge of the business records of the operation of and the circumstances surrounding the maintenance and retrieval of records in Cenlar FSB’s record keeping systems. The loan records for the Borrower are maintained by Cenlar FSB 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 knowledge. I know this because I personally have the authority to access and to review borrower loan files on a frequent basis as part of my job responsibilities.

1. In accordance with Rhode Island General Laws Section 34-27-3.2, <<[ Cenlar FSB]

>> and Mortgagor [PROVIDED THE SIGNER OF THIS AFFIDAVIT

HAS ACCESS TO THE AFFIDAVIT OF ELIGIBLE WORKOUT ISSUED BY THE MEDIATION COORDINATOR,

THEN ADD: entered into negotiations to amend the loan and, upon reaching an agreement, the mediation coordinator issued an affidavit of eligible workout. Subsequently, the parties] entered into a written agreement dated <<INSERT DATE OF WRITTEN AGREEMENT>> to memorialize the renegotiated terms of the loan. Mortgagor failed to fulfill his or her obligations under such loan modification agreement.

**AFFIANT**

By:

Name:

Date:

Subscribed and sworn to before me this day of , 20 , by <<AFFIANT’S NAME>>.

, Notary Public

State of My commission expires:

Personally known OR

Produced identification .

Type of identification produced:

.

**SC - Affidavit**

**IN THE COURT OF COUNTY, SOUTH CAROLINA**

, Plaintiff,

)

)

) CASE NO.

)

)

vs. )

)

, )

)

Defendant(s). )

)

**AFFIDAVIT**

STATE OF )

COUNTY)

) SS.

, being first duly sworn on oath, deposes and states as follows:

1. I am employed by Cenlar FSB as a \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. I am authorized to execute this affidavit on behalf of [<< CitiMortgage, Inc.>> or <<FORECLOSING PARTY>>]. The statements made in this Affidavit are based on my personal knowledge of the business records.

1. I am over the age of 18 and competent to testify as to the matters contained herein.
2. For convenience, the following party or parties listed on the Note are referred herein as “Borrower”: .
3. In my capacity as a \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, I have access to Cenlar FSB’s business records, including the business records for and relating to the Borrower’s loan. I make this affidavit based upon my review of those records relating to the Borrower’s loan and from my own personal knowledge of how the business records are kept and maintained. The loan records for the Borrower are maintained by Cenlar FSB 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 knowledge. It is the regular practice to keep such records in the ordinary course of a regularly conducted business activity.

It is the regular practice to keep such records in the ordinary course of a regularly conducted business activity.

1. Borrower executed a Note dated , for $ secured by a Mortgage on a property located at .
2. <<FORECLOSING PARTY>> has the right to foreclose based upon the

following:[NOTE: Select one of the following options and delete the rest.]

[<<FORECLOSING PARTY>>] [, or its authorized agent,] is in possession of the original Note

[endorsed to {a predecessor of} <<Foreclosing Party>> / OR endorsed in blank], and is the current mortgagee under the Mortgage.

<<FORECLOSING PARTY>> has possession of the Note and is enforcing the Note as transferee in possession.

<<FORECLOSING PARTY>> has the right to possess the Note but was unable to locate the Note in its files; therefore, <<FORECLOSING PARTY>> is enforcing the Note using a lost note affidavit.

1. The Borrower has defaulted on his/her payment under the Borrower’s loan documents. The Borrower’s default on the Note and Mortgage has not been cured, and the loan balance has been accelerated making the entire balance due and owing pursuant to the terms of the loan documents.
2. As a result of the Borrower’s default, the Borrower owes, as of , the following itemized sums of money, exclusive of fees and costs:

|  |  |
| --- | --- |
| Principal Balance | $ |
| Interest Due from through  at % | $ |
| Pre-Acceleration Late Charges | $ |

|  |  |
| --- | --- |
| Escrow | |
| Escrow Deficiency-Real Estate Taxes Paid on <<DATE TAXES PAID>>  $ | |
| Escrow Deficiency-Real Estate Taxes Paid on <<DATE TAXES PAID>>  $ | |
| Escrow Deficiency-Real Estate Taxes Paid on <<DATE TAXES PAID>>  $ | |
| Hazard Insurance  $ | |
| Mortgage Insurance Premium/ Private Mortgage Insurance  $ | |
| Credits  $ | |
| Total Escrow | $ |
| Broker’s Price Opinion/Appraisals | $ |
| Property Preservation | $ |
| Previous Bankruptcy Fees/Costs | $ |
| Property Inspections | $ |
| Suspense | $ |
| Miscellaneous Charges/Credits as Follows: | |
| $ | |
| $ | |
| $ | |
| TOTAL | $ |

By:

**AFFIANT**

Date:

Subscribed and sworn to before me this day of , 20 , by .

Notary Public

State of My commission expires:

Personally Known OR Produced Identification

Type of Identification Produced:

.

**SD - Affidavit (AOI)**

**IN THE COURT OF COUNTY, SOUTH DAKOTA**

, Plaintiff,

vs.

,

Defendant(s).

)

)

) CASE NO.

)

)

)

)

)

)

)

)

**AFFIDAVIT**

STATE OF )

COUNTY)

) SS.

, being first duly sworn on oath, deposes and states as follows:

1. I am employed by Cenlar FSB as a \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. I am authorized to execute this affidavit on behalf of [<< CitiMortgage, Inc.>> or <<FORECLOSING PARTY>>]. The statements made in this Affidavit are based on my personal knowledge of the business records. As a \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, my job duties include the review, research, completion and execution of affidavits and other documents required by outside counsel in connection with foreclosure and bankruptcy proceedings on behalf of Cenlar FSB and its servicing clients. I have received training in the operation of the servicing systems and the legal documents used by Cenlar FSB to service loans for its own account and on behalf of other investors. In that capacity, I am authorized to execute this affidavit on behalf of Cenlar FSB.

71. In the regular performance of my job functions, Iamfamiliarwithbusinessrecordsmaintainedby Cenlar FSB forthepurposeofservicingmortgageloansand Ihavepersonalknowledgeoftheoperationof, and the circumstances surrounding the preparation, maintenance, distribution, and retrieval of records in, Cenlar FSB’s record keeping systems. These records (which include data compilations, electronic imaged documents, and others) are made at or near the time by, or from information provided by, persons with knowledgeoftheactivityandtransactionsreflectedinsuchrecords,andarekeptintheordinarycourseofbusiness activity conducted regularly by Cenlar FSB. It is the regular practice of Cenlar FSB’s mortgage servicingbusinesstomaketheserecords. Cenlar FSB hasmadeandmaintainedsuchbusinessrecordswith respect to the Defendant’s loan which is the subject of the captioned proceeding (the “Subject Loan”). In connection with making this Affidavit, I have acquired personal knowledge of the matters stated herein by examining these business records to the extent they relate to the Subject Loan.

4. In connection with making this Affidavit, I have acquired personal knowledge of the matters stated herein by examining these business records to the extent they relate to the Subject Loan.] The business records of Cenlar FSB include a Note bearing the name of the Borrower, dated <<DATE OF THE NOTE>>, in the principal amount of $<<ORIGINAL PRINCIPAL BALANCE OF THE NOTE>>, secured by a Mortgage in favor of <<ORIGINAL MORTGAGEE>>, [bearing the name of the Mortgagor] (the “Mortgage”) encumbering the property located at <<INSERT PROPERTY ADDRESS>> and evidencing and securing the Subject Loan.

1. <<FORECLOSING PARTY>> has the right to foreclose based on the following:

<<FORECLOSING PARTY>> [, or its authorized agent,] is in possession of the original Note [endorsed to {a predecessor of} <<Foreclosing Party>> / OR endorsed in blank] [, and is the current mortgagee under the Mortgage].

<<FORECLOSING PARTY>> has possession of the Note and is enforcing the Note as transferee in possession [, and is the current mortgagee under the Mortgage].

<<FORECLOSING PARTY>> has the right to possess the Note but after a diligent search and review of its files was unable to locate the original Note; and <<FORECLOSING PARTY>> did not transfer possession

of the Note to another entity; therefore, <<FORECLOSING PARTY>> is enforcing the Note relying upon a lost note affidavit [, and is the current mortgagee under the Mortgage].

1. The Borrower has defaulted on his/her payment under the Borrower’s loan documents. The Borrower’s default on the Note and Mortgage has not been cured, and the loan balance has been accelerated making the entire balance due and owing pursuant to the terms of the loan documents.
2. As a result of the Borrower’s default, the Borrower owes, as of , the following itemized sums of money, exclusive of fees and costs:

|  |  |
| --- | --- |
| Principal Balance | $ |
| Interest Due from through  at % | $ |
| Pre-Acceleration Late Charges | $ |
| Escrow | |
| Escrow Deficiency-Real Estate Taxes Paid on <<DATE TAXES PAID>>  $ | |
| Escrow Deficiency-Real Estate Taxes Paid on <<DATE TAXES PAID>>  $ | |
| Escrow Deficiency-Real Estate Taxes Paid on <<DATE TAXES PAID>>  $ | |
| Hazard Insurance  $ | |
| Mortgage Insurance Premium/ Private Mortgage Insurance  $ | |

|  |  |  |
| --- | --- | --- |
| Credits  $ | |  |
| Total Escrow | $ |  |
| Broker’s Price Opinion/Appraisals | $ |  |
| Property Preservation | $ |  |
| Previous Bankruptcy Fees/Costs | $ |  |
| Property Inspections | $ |  |
| Suspense | $ |  |
| Miscellaneous Charges/Credits as Follows: | |  |
| $ | |  |
| $ | |  |
| TOTAL | $ |  |

AFFIANT

By:

Name:

Title:

Date:

Subscribed and sworn to before me this day of \_\_\_\_\_\_\_\_\_, 20 , by

, Notary Public State of

My commission expires:

Personally Known OR Produced Identification

Type of Identification Produced:

.

**TN - Appointment of Successor Trustee**

This Instrument Prepared by:

<<FIRM NAME>>

<<FIRM ADDRESS>>

<<FIRM ADDRESS>>

<<FIRM PHONE NUMBER>>

**APPOINTMENT OF SUCCESSOR TRUSTEE**

WHEREAS, on <<DOCUMENT DATE>>, <<BORROWER NAME(S)>> executed a Deed of Trust in favor of <<ORIGINAL TRUSTEE>> as Trustee for <<BENEFICIARY>> in the principal amount of <<$AMOUNT LOANED>>, and payable to <<BENEFICIARY>>; and

WHEREAS, said Deed of Trust was duly recorded <<RECORDING INFORMATION>> in the Register’s Office of<<COUNTY NAME>> County, Tennessee.

NOW, THEREFORE, the undersigned holder of said Deed of Trust and Deed of Trust Note, or acting with the authority of the holder of said Deed of trust and Deed of Trust Note, for satisfactory reasons and in accordance with the terms and conditions of said Deed of Trust, does nominate and appoint

<<SUCCESSOR TRUSTEE NAME>> as Successor Trustee. As Successor Trustee, <<SUCCESSOR TRUSTEE NAME>> acts in the place and stead of the aforementioned Trustee named in said Deed of Trust, and said

<<SUCCESSOR TRUSTEE NAME>>, as said Successor Trustee, is vested with all rights, powers, duties, privileges, and immunities of the original Trustee named in said instrument. All actions taken by the Successor Trustee are hereby ratified and approved. All other Appointments of Successor Trustee in connection with said property are hereby REVOKED.

Beneficiary has appointed the substitute trustee prior to the first notice of publication as required by T.C.A. §35-5-101 and ratifies and confirms all actions taken by the substitute trustee subsequent to said date of substitution and prior to the recording of this substitution.

IN WITNESS WHEREOF, the holder of said Deed of Trust and Deed of Trust Note has caused this instrument to be executed by and through its duly authorized representative on this day of

\_, \_.

<<HOLDER>>

By:

Name:

Title: Authorized Representative

ACKNOWLEDGMENT

STATE OF

COUNTY OF

Before me, the undersigned notary public of the state and county aforesaid, personally appeared

\_, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged such person to be authorized to execute the instrument on behalf of <<HOLDER>>, the within-named bargainor, a corporation, and that such, executed the foregoing instrument for the purposes therein contained by personally signing the name of the corporation.

Witness my hand and seal at office in <<LOCATION>> this day of ,

\_.

Notary Public

My Commission Expires:

**TX - 736 HE AFFIDAVIT (Deceased Borrower)**

**CAUSE NO.**

|  |  |  |
| --- | --- | --- |
| **In Re: Order of Foreclosure** | **§** | **IN THE DISTRICT COURT** |
| **Concerning** | **§** |  |
| **[STREET ADDRESS]** | **§** |  |
| **[CITY, STATE AND ZIP]** | **§** |  |
| **Under Tex. R. Civ. P. 736 Petitioner:**  **<<NOTEHOLDER / OR SUBSTITUTE TRUSTEE IF REQUIRED BY THE SECURITY INSTRUMENT>>**  **Respondent(s):**  **<<BORROWER>>** | **§**  **§**  **§**  **§**  **§**  **§**  **§**  **§**  **§**  **§**  **§**  **§**  **§**  **§** | **OF [COUNTY] COUNTY, TEXAS**  **JUDICIAL DISTRICT** |

**A FFI DA VIT I N SUPPO RT O F PETI T IO NE R’S APPLICATION FOR AN EXPEDITED ORDER UNDER RULE 736**

STATE OF <<STATE WHERE AFFIDAVIT IS EXECUTED>> COUNTY OF

Before me, the undersigned notary, on this day personally appeared [NAME OF AFFIANT], and stated under oath:

* + 1. My name is [NAME OF AFFIANT]. I am an adult and of sound mind.
    2. I am a \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, whose address is [STREET ADDRESS, CITY, STATE AND ZIP OF SUBSERVICER. I am authorized to execute this affidavit on behalf of [<< CitiMortgage, Inc.>> or <<FORECLOSING PARTY>>]. The statements made in this Affidavit are based on my personal knowledge of the business records. My affidavit concerns

the account of [OBLIGOR(S)] (“Obligor”). Obligor is deceased and is represented in this action by

[E XE CUTOR’S N AM E] , whose last known address is [IN SERT RESPOND ENT’ S AD D RESS]

([“Executor / Administrator”]). [Executor / Administrator], is the independent [Executor /

Administrator] of the Estate of [De ce ase d O bli gor ’ s N am e ], deceased [, c/o <<Attorney of

Record for Estate>>, the attorney of record], pursuant to an order granting Letters

Testamentary issued on [insert date] in Cause No. [insert number], *In re* [Deceased Obligor],

deceased, in the [Name of Court and County], Texas. [SUBSERVICER] is the mortgage subservicer of

Obligor’s debt. [NOTE: ADD THE FOLLOWING IF THE DEED OF TRUST REQUIRES THE SUBSTITUTE

TRUSTEE TO ACT AS THE PETITIONER: <<NOTEHOLDER>> has appointed <<SUBSTITUTE

TRUSTE E> > t o act as Pet it ioner in accor d an ce with th e t er ms th e d eed of tru st secu rin g Ob ligor ’s

account.]

* + 1. I have read and understand the purpose of the application to which my affidavit is attached and adopt by reference the factual statements made in it. I am the authorized agent or representative of Petitioner with respect to Obligor’s account, and in that capacity, I am authorized to make this affidavit on Petitioner’s behalf. My testimony is based on my

experience, my knowledge of the usual business practices of [SUBSERVICER] and the servicing industry in general, my job responsibilities, and the servicing records for Obligor’s account.

* + 1. Through my job responsibilities, I have access to and have reviewed the servicing records and data for Obligor’s account, including electronic and computer generated records and data compilations. The records attached to the application are the original records or exact

duplicates of the original records kept in the servicing file for Obligor’s account. [NOTE: Certain

Harris County courts, and others courts, may require additional language stating that the affiant

is a “cu stod ian of re cord s” an d outside counse l h as t h e d iscret ion t o add such lan guage on a case

by case basis without requiring Legal Exception approval.]

* + 1. Based on the regular practices of [SUBSERVICER] and the servicing industry in general, these records:
       1. were made at or near the time of each act, event, or condition set forth the in the records;
       2. were made by, or from information transmitted by, a person engaged in the servicing of Obligor’s account who had actual knowledge of the acts, events, or conditions recorded; and
       3. are the kind of records that are kept in the regular course of servicing loan agreements.
    2. It is the regular practice of businesses engaged in the servicing of loan agreements or other contracts requiring the collection of money to keep accurate records on debits and credits to an account, an account’s balance, the collateral securing the right to the lienholder’s right to repayment, and efforts to enforce the underlying debt if the Obligor has defaulted. These records are relied upon for accuracy by all persons engaged in the servicing and enforcement of a loan agreement. There is no indication that the servicing records for Obligor’s account are untrustworthy.

1. Based on the servicing records for Obligor’s account, as of <<INSERT DATE – DATE CANNOT BE

MORE THAN 60 DAYS PRIOR TO THE DATE THAT THE APPLICATION IS FILED>>:

1. a monetary default exists. Obligor(s) failed to remit the installment payment due for <<INSERT

DEFAULT DATE>> and the installments that have become due after that date. As of <<INSERT

DATE FROM REINSTATEMENT QUOTE – DATE CANNOT BE MORE THAN 60 DAYS PRIOR TO THE

DATE THAT THE APPLICATION IS FILED>>, at least [<<NUMBER OF PAYMENTS>> regular [monthly

/ <<Other Period if not monthly>>] payments have not been paid. The amount required to cure

the default is $<<INSERT AMOUNT>> , which amount is good through <<GOOD THROUGH DATE FROM QUOTE>>. All lawful offsets, payments, and credits have been applied to the account in default.

1. As of <<INSERT DATE FROM PAYOFF QUOTE – DATE CANNOT BE MORE THAN 60 DAYS PRIOR TO

THE DATE THAT THE APPLICATION IS FILED>>, the total amount to pay off the loan agreement,

contract, or lien is $<<INSERT AMOUNT>>, which amount is good through <<GOOD THROUGH

DATE FROM QUOTE>>.

1. A <<USPS tracking report/return receipt/other proof>> shows that notice to cure the default has been sent by certified mail to each Respondent who is obligated to pay the underlying debt or obligation. The opportunity to cure has expired.
2. I sign this affidavit based on the personal knowledge of the business records that I have obtained by reviewing the servicing records for Obligor’s account. The factual statements made in the application and my affidavit are true and correct as of the date stated.

Signed this day of , 20 .

[signature of affiant]

[printed name and title of affiant]

Signed under oath before me on , 20 . [notary’s seal]

Notary Public in and for the State of <<STATE WHERE AFFIDAVIT IS EXECUTED>>

My commission expires:

**TX - 736 HE AFFIDAVIT NoteHolder**

**CAUSE NO.**

|  |  |  |
| --- | --- | --- |
| **In Re: Order of Foreclosure** | **§** | **IN THE DISTRICT COURT** |
| **Concerning** | **§** |  |
| **[STREET ADDRESS]** | **§** |  |
| **[CITY, STATE AND ZIP]** | **§** |  |
| Under Tex. R. Civ. P. 736 Petitioner:  <<CITI ENTITY>>  Respondent(s):  <<OBLIGOR>> | §  §  §  §  §  §  §  §  §  §  § | **OF [COUNTY] COUNTY, TEXAS**  **JUDICIAL DISTRICT** |

**A FFI DA VIT I N SUPPO RT O F PETI T IO NE R’S APPLICATION FOR AN EXPEDITED ORDER UNDER RULE 736**

STATE OF

COUNTY OF

Before me, the undersigned notary, on this day personally appeared [NAME OF AFFIANT], and stated under oath:

1. My name is [NAME OF AFFIANT]. I am an adult and of sound mind.
2. I am a \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, whose address is [STREET ADDRESS, CITY, STATE AND ZIP OF SUBSERVICER.

I am authorized to execute this affidavit on behalf of [<< CitiMortgage, Inc.>> or <<FORECLOSING PARTY>>]. The statements made in this Affidavit are based on my personal knowledge of the business records. My affidavit concerns

the account of [OBLIGOR(S)] (“Obligor”). [SUBSERVICER] is the mortgage subservicer of Obligor’s debt.

1. I have read and understand the purpose of the application to which my affidavit is attached and adopt by reference the factual statements made in it. I am the authorized agent or representative of Petitioner with respect to Obligor’s account, and in that capacity, I am authorized to make this affidavit on Petitioner’s behalf. My testimony is based on my

experience, my knowledge of the usual business practices of [SUBSERVICER] and the servicing industry in general, my job responsibilities, and the servicing records for Obligor’s account.

1. Through my job responsibilities, I have access to and have reviewed the servicing records and data for Obligor’s account, including electronic and computer generated records and data compilations. The records attached to the application are the original records or exact

duplicates of the original records kept in the servicing file for Obligor’s account. [NOTE: Certain

Harris County courts, and other courts, may require additional language stating that the affiant

is a “cu stod i an of re cord s” an d outside counse l h as t h e d iscret ion t o add such lan guage on a case

by case basis without requiring Legal Exception approval.]

1. Based on the regular practices of [SUBSERVICER] and the servicing industry in general, these records:
   1. were made at or near the time of each act, event, or condition set forth the in the records;
   2. were made by, or from information transmitted by, a person engaged in the servicing of Obligor’s account who had actual knowledge of the acts, events, or conditions recorded;

and

* 1. are the kind of records that are kept in the regular course of servicing loan agreements.

1. It is the regular practice of businesses engaged in the servicing of loan agreements or other contracts requiring the collection of money to keep accurate records on debits and credits to an account, an account’s balance, the collateral securing the right to the lienholder’s right to repayment, and efforts to enforce the underlying debt if the Obligor has defaulted. These records are relied upon for accuracy by all persons engaged in the servicing and enforcement of a loan agreement. There is no indication that the servicing records for Obligor’s account are untrustworthy.
2. Based on the servicing records for Obligor’s account, as of <<INSERT DATE – DATE CANNOT BE

MORE THAN 60 DAYS PRIOR TO THE DATE THAT THE APPLICATION IS FILED>>: a monetary

default exists. Obligor(s) failed to remit the installment payment due for <<INSERT DEFAULT DATE>> and the installments that have become due after that date.

1. As of <<INSERT DATE FROM REINSTATEMENT QUOTE – DATE CANNOT BE MORE THAN 60 DAYS

PRIOR TO THE DATE THAT THE APPLICATION IS FILED>>, at least [<<NUMBER OF PAYMENTS>>

regular [monthly / <<Other Period if not monthly>>] payments have not been paid. The amount

required to cure the default is $<<INSERT AMOUNT FROM QUOTE USED IN THE PRECEDING

SENTENCE>>, which amount is good through <<GOOD THROUGH DATE FROM QUOTE>>. All lawful offsets, payments, and credits have been applied to the account in default.

1. As of <<INSERT DATE FROM PAYOFF QUOTE – DATE CANNOT BE MORE THAN 60 DAYS PRIOR TO

THE DATE THAT THE APPLICATION IS FILED>>, the total amount to pay off the loan agreement,

contract, or lien is $<<INSERT AMOUNT FROM QUOTE>>, which amount is good through

<<GOOD THROUGH DATE FROM QUOTE>>.

1. A [USPS tracking report/return receipt/other proof] shows that notice to cure the default has been sent by certified mail to each Respondent who is obligated to pay the underlying debt or obligation. The opportunity to cure has expired.
2. I sign this affidavit based on the personal knowledge of the business records that I have obtained by reviewing the servicing records for Obligor’s account. The factual statements made in the application and my affidavit are true and correct as of the date stated.

Signed this day of , 20 .

[signature of affiant]

[printed name and title of affiant]

Signed under oath before me on , 20 . [notary’s seal]

Notary Public in and for the State of <<STATE WHERE AFFIDAVIT IS EXECUTED>>

My commission expires:

**TX - 736 HE AFFIDAVIT Substitute Trustee**

**CAUSE NO.**

|  |  |  |
| --- | --- | --- |
| **In Re: Order of Foreclosure** | **§** | **IN THE DISTRICT COURT** |
| **Concerning** | **§** |  |
| **[STREET ADDRESS]** | **§** |  |
| **[CITY, STATE AND ZIP]** | **§** |  |
| **Under Tex. R. Civ. P. 736**  **Petitioner:** | **§**  **§**  **§** | **OF [COUNTY] COUNTY, TEXAS** |

**<<SUBSTITUTE TRUSTEE IF REQUIRED BY THE SECURITY INSTRUMENT>>**

**Respondent(s):**

**<<OBLIGOR>>**

**§**

**§**

**§**

**§**

**§**

**§ JUDICIAL DISTRICT**

**§**

**§**

**§**

**§**

**§**

**A FFI DA VIT I N SUPPO RT O F PETI T IO NE R’S APPLICATION FOR AN EXPEDITED ORDER UNDER RULE 736**

STATE OF

COUNTY OF

Before me, the undersigned notary, on this day personally appeared [NAME OF AFFIANT], and stated under oath:

1. My name is [NAME OF AFFIANT]. I am an adult and of sound mind.
2. I am a \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, whose address is [STREET ADDRESS, CITY, STATE AND ZIP OF SUBSERVICER. I am authorized to execute this affidavit on behalf of [<< CitiMortgage, Inc.>> or <<FORECLOSING PARTY>>]. The statements made in this Affidavit are based on my personal knowledge of the business records. My affidavit concerns

the account of [OBLIGOR(S)] (“Obligor”). [SUBSERVICER] is the mortgage subservicer of Obligor’s debt.

[NOTE ADD THE FOLLOWING IF THE DEED OF TRUST REQUIRES THE SUBSTITUTE TRUSTEE TO

ACT AS THE PETITIONER: <<NOTEHOLDER>> has appointed <<SUBSTITUTE TRUSTEE>> to act as

Pe t it ioner in accor dan ce wit h th e t er ms th e d eed of t ru st secur in g Obligor ’s accou n t .]

1. I have read and understand the purpose of the application to which my affidavit is attached and adopt by reference the factual statements made in it. I am the authorized agent or representative of Petitioner with respect to Obligor’s account, and in that capacity, I am authorized to make this affidavit on Petitioner’s behalf. My testimony is based on my experience,

my knowledge of the usual business practices of [SUBSERVICER] and the servicing industry in general, my job responsibilities, and the servicing records for Obligor’s account.

1. Through my job responsibilities, I have access to and have reviewed the servicing records and data for Obligor’s account, including electronic and computer generated records and data compilations. The records attached to the application are the original records or exact

duplicates of the original records kept in the servicing file for Obligor’s account. [NOTE: Certain

Harris County courts, and other courts, may require additional language stating that the affiant

is a “cu stod ian of re cord s” an d outside counse l h as t h e d iscret ion t o add such lan guage on a case

by case basis without requiring Legal Exception approval.]

1. Based on the regular practices of [SUBSERVICER] and the servicing industry in general, these records:
   1. were made at or near the time of each act, event, or condition set forth the in the records;
   2. were made by, or from information transmitted by, a person engaged in the servicing of Obligor’s account who had actual knowledge of the acts, events, or conditions recorded; and
   3. are the kind of records that are kept in the regular course of servicing loan agreements.
2. It is the regular practice of businesses engaged in the servicing of loan agreements or other contracts requiring the collection of money to keep accurate records on debits and credits to an account, an account’s balance, the collateral securing the right to the lienholder’s right to

repayment, and efforts to enforce the underlying debt if the Obligor has defaulted. These records are relied upon for accuracy by all persons engaged in the servicing and enforcement of a loan agreement. There is no indication that the servicing records for Obligor’s account are untrustworthy.

1. Based on the servicing records for Obligor’s account, as of <<INSERT DATE – DATE CANNOT BE

MORE THAN 60 DAYS PRIOR TO THE DATE THAT THE APPLICATION IS FILED>>:

* 1. a monetary default exists. Obligor(s) failed to remit the installment payment due for <<INSERT

DEFAULT DATE>> and the installments that have become due after that date. As of <<INSERT

DATE FROM REINSTATEMENT QUOTE – DATE CANNOT BE MORE THAN 60 DAYS PRIOR TO THE

DATE THAT THE APPLICATION IS FILED>>, at least [<<NUMBER OF PAYMENTS>> regular monthly

/ <<Other Period if not monthly>>] payments have not been paid. The amount required to cure

the default is $<<INSERT AMOUNT FROM QUOTE USED IN THE PRECEDING SENTENCE>>, which

amount is good through <<GOOD THROUGH DATE FROM QUOTE>>. All lawful offsets, payments, and credits have been applied to the account in default.

* 1. As of <<INSERT DATE FROM PAYOFF QUOTE – DATE CANNOT BE MORE THAN 60 DAYS PRIOR TO

THE DATE THAT THE APPLICATION IS FILED>>, the total amount to pay off the loan agreement,

contract, or lien is $<<INSERT AMOUNT>>, which amount is good through <<GOOD THROUGH DATE FROM QUOTE>>.

* 1. A <<USPS tracking report/return receipt/other proof>> shows that notice to cure the default has been sent by certified mail to each Respondent who is obligated to pay the underlying debt or obligation. The opportunity to cure has expired.

1. I sign this affidavit based on the personal knowledge of the business records that I have obtained by reviewing the servicing records for Obligor’s account. The factual statements made in the application and my affidavit are true and correct as of the date stated.

Signed this day of , 20 .

[signature of affiant]

[printed name and title of affiant]

Signed under oath before me on , 20 . [notary’s seal]

Notary Public in and for the State of <<STATE WHERE AFFIDAVIT IS EXECUTED>>

My commission expires:

**TX - 736 HE APPLICATION Deceased Borrower**

**CAUSE NO.**

|  |  |  |
| --- | --- | --- |
| **In Re: Order of Foreclosure** | **§** | **IN THE DISTRICT COURT** |
| **Concerning** | **§** |  |
| **[STREET ADDRESS]** | **§** |  |
| **[CITY, STATE AND ZIP]** | **§** |  |
| **Under Tex. R. Civ. P. 736 Petitioner:**  **<<NOTEHOLDER / OR SUBSTITUTE TRUSTEE IF REQUIRED BY THE SECURITY INSTRUMENT>>**  **Respondent(s):**  **<<BORROWER>>** | **§**  **§**  **§**  **§**  **§**  **§**  **§**  **§**  **§**  **§**  **§**  **§**  **§**  **§** | **OF [COUNTY] COUNTY, TEXAS**  **JUDICIAL DISTRICT** |

**APPLICATION FOR AN EXPEDITED ORDER UNDER RULE 736 ON A HOME EQUITY LOAN**

1. [USE THIS ALTERNATE IF THE PETITIONER IS THE NOTEHOLDER: Petitioner is [NOTEHOLDER], whose

last known address is [NOTE HOLD ER’S ADD RESS]. ]

1. [USE THIS ALTERNATE IF THE PETITIONER IS THE SUBSTITUTE TRUSTEE: Petitioner is [TRUSTEE], the

appointed Substitute Trustee for [NOTEHOLDER], whose last known address is [N OTE HOLD ER’S

ADDRESS].]

1. Respondent is [E XECUTOR’S / AD M IN ISTRAT OR’S N AM E] , whose last known address is [INSERT

RESP OND EN T’ S ADD RESS] . Respondent, [E xe c u tor / A dmi n is tra to r’s na me ], is the independent

[Executor/Administrator] of the Estate of [D ec ea se d Bor r o wer ’ Na me ], deceased [, c/o <<Attorney

of Record for Estate>>, the attorney of record], pursuant to Letters [Testamentary / of

Administration] issued on [insert date] in Cause No. [insert number], *In re* [Deceased Borrower],

deceased, in the [Name of Court and County], Texas.

1. The property encumbered by the [LOAN AGREEMENT, CONTRACT, OR LIEN] sought to be foreclosed

is commonly known as [STREET ADDRESS OF THE PROPERTY] with the following legal description:

[LEGAL DESCRIPTION]

1. Petitioner alleges:
   1. The type of lien sought to be foreclosed is a [HOME EQUITY LOAN OR HOME EQUITY LINE OF

CREDIT] under art. XVI, section 50(a)(6) of the Texas Constitution. The lien is indexed at

[VOLUME/PAGE, INSTRUMENT NUMBER, OR CLERK’S FILE N UM BER ] and recorded in the real

property records of [COUNTY] County, Texas.

* 1. [USE THIS ALTERNATE IF THE PETITIONER IS THE NOTEHOLDER: Petitioner has authority to seek

foreclosure of the lien because Petitioner is the holder of the note or credit agreement and beneficiary of the deed of trust.]

1. [USE THIS ALTERNATE IF THE PETITIONER IS THE SUBSTITUTE TRUSTEE: Petitioner has authority

to seek foreclosure of the lien because he or she was appointed by [NOTEHOLDER/SUBSERVICER], the holder of the note or credit agreement and beneficiary of the deed of trust, to enforce the terms of the loan agreement.]

1. The name of each [NOTE: OUTSIDE COUNSEL HAS THE OPTION TO SELECT EITHER RESPONDENT

OR PERSON.] <<Respondent / person>> [(or his or her estate)] obligated to pay the underlying

debt or obligation evidenced by the [LOAN AGREEMENT, CONTRACT, OR LIEN] encumbering the

property sought to be foreclosed is [NAME OF OBLIGOR(S)].

1. The name of each [NOTE: OUTSIDE COUNSEL HAS THE OPTION TO SELECT EITHER RESPONDENT

OR PERSON.] <<Respondent / person>> [(or his or her estate)] who is a mortgagor of the lien instrument sought to be foreclosed, but who is not a maker or assumer of the underlying debt

is [NAME OF MORTGAGOR(S)].

1. As of [INSERT DATE – DATE CANNOT BE MORE THAN 60 DAYS PRIOR TO THE DATE THAT THE

APPLICATION IS FILED]:

1. [NUMBER OF PAYMENTS] regular [monthly / <<Other Period if not monthly>>] payments have

not been paid. The amount required to cure the default is $[INSERT AMOUNT]. According to Petitioner’s records, all lawful offsets, payments, and credits have been applied to the account in default.

1. As of [INSERT DATE FROM PAYOFF QUOTE – DATE CANNOT BE MORE THAN 60 DAYS PRIOR TO

THE DATE THAT THE APPLICATION IS FILED], the total amount to pay off the [LOAN AGREEMENT,

CONTRACT, OR LIEN] is $[INSERT AMOUNT].

1. Notice to cure the default has been sent by certified mail to each [NOTE: OUTSIDE COUNSEL HAS

THE OPTION TO SELECT EITHER RESPONDENT OR PERSON.] <<Respondent / person>> [(or his or her estate)] who is obligated to pay the underlying debt or obligation. The opportunity to cure has expired.

1. Before this application was filed, any other action required to initiate a foreclosure proceeding

by Texas law or the [LOAN AGREEMENT, CONTRACT, OR LIEN] sought to be foreclosed was performed.

1. **Legal action is not being sought against the occupant of the property unless the occupant is named as a Respondent in this application.**
2. **If Petitioner obtains a court order, Petitioner will proceed with foreclosure of the property in**

**accordance with applicable law and the terms of the** [LOAN AGREEMENT, CONTRACT, OR LIEN]

**sought to be foreclosed.**

1. The following documents are attached to this application:
   1. An affidavit or declaration of material facts describing the basis for foreclosure.
   2. The note or credit agreement and deed of trust establishing the lien.
   3. [INCLUDE IF THE PETITIONER IS NOT THE ORIGINAL NOTEHOLDER] The [CURRENT ASSIGNMENT

OF THE LIEN RECORDED IN THE REAL PROPERTY RECORDS OF THE COUNTY WHERE THE

PROPERTY IS LOCATED AND/OR THE MERGER AGREEMENT AND/OR NAME CHANGE

CERTIFICATE] or other pertinent instruments, if any.

* 1. A copy of each default notice required to be mailed to any Respondent under Texas law and the

[LOAN AGREEMENT, CONTRACT, OR LIEN] sought to be foreclosed, and the [USPS TRACKING

REPORT, RETURN RECEIPT, OR OTHER PROOF] demonstrating that a notice was sent by certified mail before this application was filed.

**8. Assert and protect your rights as a member of the armed forces of the United States. If you or your spouse is serving on active military duty, including active military duty as a member of the Texas National Guard or the National Guard of another state or as a member of a reserve component of the armed forces of the United States, please send written notice of the active duty military service to Petitioner or Petitioner’s attorney immediately.**

9. *Prayer for Relief.* Petitioner seeks an expedited order under Rule 736 so that it may proceed with

foreclosure in accordance with applicable law and terms of the [LOAN AGREEMENT, CONTRACT, OR

LIEN] sought to be foreclosed.

Respectfully submitted,

<<LAW FIRM>>

By:

[ATTORNEY]

State Bar No. [NUMBER] [ATTORNEY EMAIL ADDRESS] [ATTORNEY’S ADDRESS] Phone: [PHONE NUMBER]

Fax: [FAX NUMBER] ATTORNEYS FOR PETITIONER

**TX - Removal of Trustee and Appointment of Trustee**

REMOVAL OF TRUSTEE AND APPOINTMENT OF SUBSTITUTE TRUSTEE

THE STATE OF TEXAS

COUNTY OF <<COUNTY NAME>>

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS by Deed of Trust, (herein “Deed of Trust”) dated <<DOCUMENT DATE>>,

<<MORTGAGOR NAME(S)>>, <<MORTGAGOR DESCRIPTION>>, as Grantor(s) conveyed to <<ORIGINAL

TRUSTEE>>, Trustee(s), for the benefit of <<ORIGINAL BENEFICIARY>>, certain real property situated in

<<COUNTY NAME>> County, Texas, being described as follows:

<<LEGAL DESCRIPTION>>

to secure the payment of one certain Promissory Note (herein the “Note”) therein described in the principal amount of <<$AMOUNT OF NOTE>>, which Deed of Trust is recorded <<INSERT RECORDING INFORMATION AS DEEMED APPLICABLE BY LOCAL COUNSEL>>, <<COUNTY NAME>> County, Texas;

reference to said Deed of Trust being hereby made for all purposes; and

WHEREAS, the undersigned mortgagee desires to appoint Substitute Trustee(s).

NOW THEREFORE, the undersigned mortgagee or mortgage subservicer under Texas Property Code Sec. 51.0075, hereby REMOVES the original trustee and any subsequently appointed trustees and MAKES, DESIGNATES, CONSTITUTES, and APPOINTS <<SUBSTITUTE TRUSTEE NAME(S)>>, as Substitute Trustee(s)

and Successor Substitute Trustee(s), to act under and by virtue of said Deed of Trust and to succeed to all title, powers, and duties of the original trustee.

WITNESS MY HAND this day of .

<<CURRENT MORTGAGEE DIRECTLY OR THROUGH A POWER-OF-ATTORNEY OR MORTGAGE SUBSERVICER AS DETERMINED BY LOCAL COUNSEL>>

By: Its: [IF Cenlar FSB, IS THE SIGNOR, THEN USE APPROPRIATE TITLE BASED ON SIGNING AUTHORITY]

STATE OF COUNTY OF

BEFORE ME, the undersigned authority, on this day of ,

20 , personally appeared , the [IF Cenlar FSB, IS THE SIGNOR, THEN USE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ of <<CURRENT MORTGAGEE>> OTHERWISE USE APPROPRIATE TITLE BASED ON SIGNING AUTHORITY], [a corporation, on behalf of said corporation,] known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that the same was the act of said corporation and that he/she executed the same as the act of such corporation for the purposes and consideration therein expressed.

NOTARY PUBLIC STATE OF <<STATE>>

AFTER RECORDING RETURN TO:

<<FIRM NAME>>

<<FIRM ADDRESS>>

<<FIRM ADDRESS>>

<<ATTN: NAME OR DEPT.>>

<<FIRM REFERENCE NUMBER>>

**TX 736 HE APPLICATION (Substitute Trustee)**

**CAUSE NO.**

|  |  |  |
| --- | --- | --- |
| **In Re: Order of Foreclosure** | **§** | **IN THE DISTRICT COURT** |
| **Concerning** | **§** |  |
| **[STREET ADDRESS]** | **§** |  |
| **[CITY, STATE AND ZIP]** | **§** |  |
| **Under Tex. R. Civ. P. 736 Petitioner:**  **<<SUBSTITUTE TRUSTEE IF REQUIRED BY THE SECURITY INSTRUMENT>>**  **Respondent(s):**  **<<OBLIGOR>>** | **§**  **§**  **§**  **§**  **§**  **§**  **§**  **§**  **§**  **§**  **§**  **§**  **§**  **§** | **OF [COUNTY] COUNTY, TEXAS**  **[NUMBER] JUDICIAL DISTRICT** |

**APPLICATION FOR AN EXPEDITED ORDER UNDER RULE 736 ON A HOME EQUITY LOAN**

1. Petitioner is [TRUSTEE], the appointed Substitute Trustee for [NOTEHOLDER], whose last known

address is [N OTE HOLD ER’S ADD RESS] .

1. Respondent is [NAME], whose last known address is [INSERT ADDRESS].
2. The property encumbered by the [LOAN AGREEMENT, CONTRACT, OR LIEN] sought to be foreclosed is

commonly known as [STREET ADDRESS OF THE PROPERTY] with the following legal description:

[LEGAL DESCRIPTION]

1. Petitioner alleges:
2. The type of lien sought to be foreclosed is a [HOME EQUITY LOAN OR HOME EQUITY LINE OF

CREDIT] under art. XVI, section 50(a)(6) of the Texas Constitution. The lien is indexed at

[VOLUME/PAGE, INSTRUMENT NUMBER, OR CLERK’S FILE N UM BER ] and recorded in the real

property records of [COUNTY] County, Texas.

1. Petitioner has authority to seek foreclosure of the lien because he or she was appointed by

[NOTEHOLDER/SUBSERVICER], the holder of the note or credit agreement and beneficiary of the deed of trust, to enforce the terms of the loan agreement.

1. The name of each Respondent obligated to pay the underlying debt or obligation evidenced by the

[LOAN AGREEMENT, CONTRACT, OR LIEN] encumbering the property sought to be foreclosed is

[NAME OF OBLIGOR(S)].

1. The name of each Respondent who is a mortgagor of the lien instrument sought to be foreclosed,

but who is not a maker or assumer of the underlying debt is [NAME OF [MORTGAGOR(S)].

1. As of [INSERT DATE – DATE CANNOT BE MORE THAN 60 DAYS PRIOR TO THE DATE THAT THE

APPLICATION IS FILED]:

1. [If the default is monetary, use:] [NUMBER OF PAYMENTS] regular [monthly / <<Other Period if

not monthly>>] payments have not been paid. The amount required to cure the default is $[INSERT

AMOUNT]. According to Petitioner’s records, all lawful offsets, payments, and credits have been applied to the account in default.

1. As of [INSERT DATE FROM PAYOFF QUOTE – DATE CANNOT BE MORE THAN 60 DAYS PRIOR TO THE

DATE THAT THE APPLICATION IS FILED AND SHOULD MATCH THE DATE IN SECTION 7(iv) OF THE

CORRESPONDING AFFIDAVIT], the total amount to pay off the [LOAN AGREEMENT, CONTRACT, OR

LIEN] is $[INSERT AMOUNT].

1. Notice to cure the default has been sent by certified mail to each Respondent who is obligated to

pay the underlying debt or obligation. The opportunity to cure has expired.

1. Before this application was filed, any other action required to initiate a foreclosure proceeding by

Texas law or the [LOAN AGREEMENT, CONTRACT, OR LIEN] sought to be foreclosed was performed.

1. **Legal action is not being sought against the occupant of the property unless the occupant is named as a Respondent in this application.**
2. **If Petitioner obtains a court order, Petitioner will proceed with foreclosure of the property in**

**accordance with applicable law and the terms of the [**LOAN AGREEMENT, CONTRACT, OR LIEN**] sought to be foreclosed.**

26. The following documents are attached to this application:

1. An affidavit or declaration of material facts describing the basis for foreclosure.
2. The note and deed of trust establishing the lien.
3. [[INCLUDED IF THE PETITIONER IS NOT THE ORIGINAL NOTEHOLDER] The CURRENT ASSIGNMENT

OF THE LIEN RECORDED IN THE REAL PROPERTY RECORDS OF THE COUNTY WHERE THE PROPERTY

IS LOCATED AND/OR THE MERGER AGREEMENT AND/OR NAME CHANGE CERTIFICATE or other

pertinent instruments, if any.]

1. A copy of each default notice required to be mailed to any Respondent under Texas law and the

[LOAN AGREEMENT, CONTRACT, OR LIEN] sought to be foreclosed, and the [USPS TRACKING

REPORT, RETURN RECEIPT, OR OTHER PROOF] demonstrating that a notice was sent by certified mail before this application was filed.

**27. Assert and protect your rights as a member of the armed forces of the United States. If you or your spouse is serving on active military duty, including active military duty as a member of the Texas National Guard or the National Guard of another state or as a member of a reserve component of**

**the armed forces of the United States, please send written notice of the active duty military service**

**to Petitioner or Petitioner’s attorney immediately.**

1. *Prayer for Relief.* Petitioner seeks an expedited order under Rule 736 so that it may proceed with

foreclosure in accordance with applicable law and terms of the [LOAN AGREEMENT, CONTRACT, OR

LIEN] sought to be foreclosed.

Respectfully submitted,

<<LAW FIRM>>

By: [ATTORNEY]

State Bar No. [NUMBER] [ATTORNEY EMAIL ADDRESS] [ATTORNEY’S ADDRESS] Phone: [PHONE NUMBER]

Fax: [FAX NUMBER] ATTORNEYS FOR PETITIONER

**TX 736 HE APPLICATION NH**

**CAUSE NO.**

|  |  |  |
| --- | --- | --- |
| **In Re: Order of Foreclosure** | **§** | **IN THE DISTRICT COURT** |
| **Concerning** | **§** |  |
| **[STREET ADDRESS]** | **§** |  |
| **[CITY, STATE AND ZIP]** | **§** |  |
| **Under Tex. R. Civ. P. 736 Petitioner:**  **<<FORECLOSING PARTY>>**  **Respondent(s):** | **§**  **§**  **§**  **§**  **§**  **§**  **§**  **§**  **§**  **§** | **OF [COUNTY] COUNTY, TEXAS**  **[NUMBER] JUDICIAL DISTRICT** |

**<<OBLIGOR>> §**

**§**

**§**

**§**

**APPLICATION FOR AN EXPEDITED ORDER UNDER RULE 736 ON A HOME EQUITY LOAN OR HOME EQUITY LINE OF CREDIT**

1. Petitioner is [NOTEHOLDER], whose last known address is [N OTE HOLD ER’S ADD RESS] .
2. Respondent is [NAME], whose last known address is [INSERT ADDRESS].
3. The property encumbered by the **[**LOAN AGREEMENT, CONTRACT, OR LIEN**]** sought to be foreclosed

is commonly known as [STREET ADDRESS OF THE PROPERTY] with the following legal description:

[LEGAL DESCRIPTION]

1. Petitioner alleges:
2. The type of lien sought to be foreclosed is a [HOME EQUITY LOAN OR HOME EQUITY LINE OF

CREDIT] under art. XVI, section 50(a)(6) of the Texas Constitution. The lien is indexed at

[VOLUME/PAGE, INSTRUMENT NUMBER, OR CLERK’S FILE N UM BER ] and recorded in the real

property records of [COUNTY] County, Texas.

1. Petitioner has authority to seek foreclosure of the lien because Petitioner is the holder of the note or credit agreement and beneficiary of the deed of trust.
2. The name of each [NOTE: OUTSIDE COUNSEL HAS THE OPTION TO SELECT EITHER RESPONDENT

OR PERSON.] <<Respondent / person>> obligated to pay the underlying debt or obligation

evidenced by the **[**LOAN AGREEMENT, CONTRACT, OR LIEN**]** encumbering the property sought to

be foreclosed is [NAME OF OBLIGOR(S)].

1. The name of each [NOTE: OUTSIDE COUNSEL HAS THE OPTION TO SELECT EITHER RESPONDENT

OR PERSON.] <<Respondent / person>> who is a mortgagor of the lien instrument sought to be

foreclosed, but who is not a maker or assumer of the underlying debt is [NAME OF

MORTGAGOR(S)].

1. As of [INSERT DATE – DATE CANNOT BE MORE THAN 60 DAYS PRIOR TO THE DATE THAT THE

APPLICATION IS FILED]:

* 1. [If the default is monetary, use:] [NUMBER OF PAYMENTS] regular [monthly / <<Other Period if not monthly>>] payments have not been paid. The amount required to cure the default is

$[INSERT AMOUNT]. According to Petitioner’s records, all lawful offsets, payments, and credits have been applied to the account in default.

* 1. As of [INSERT DATE FROM PAYOFF QUOTE – DATE CANNOT BE MORE THAN 60 DAYS PRIOR TO

THE DATE THAT THE APPLICATION IS FILED], the total amount to pay off the **[**LOAN AGREEMENT,

CONTRACT, OR LIEN**]** is $[INSERT AMOUNT].

1. Notice to cure the default has been sent by certified mail to each [NOTE: OUTSIDE COUNSEL HAS

THE OPTION TO SELECT EITHER RESPONDENT OR PERSON.]<<Respondent / person>> who is obligated to pay the underlying debt or obligation. The opportunity to cure has expired.

1. Before this application was filed, any other action required to initiate a foreclosure proceeding by

Texas law or the **[**LOAN AGREEMENT, CONTRACT, OR LIEN**]** sought to be foreclosed was performed.

1. **Legal action is not being sought against the occupant of the property unless the occupant is named as a Respondent in this application.**
2. **If Petitioner obtains a court order, Petitioner will proceed with foreclosure of the property in**

**accordance with applicable law and the terms of the [**LOAN AGREEMENT, CONTRACT, OR LIEN**] sought to be foreclosed.**

1. The following documents are attached to this application:
   1. An affidavit or declaration of material facts describing the basis for foreclosure.
2. The note or credit agreement and deed of trust establishing the lien.
3. [[INCLUDED IF THE PETITIONER IS NOT THE ORIGINAL NOTEHOLDER] [The CURRENT ASSIGNMENT

OF THE LIEN RECORDED IN THE REAL PROPERTY RECORDS OF THE COUNTY WHERE THE PROPERTY

IS LOCATED AND/OR THE MERGER AGREEMENT AND/OR NAME CHANGE CERTIFICATE or other

pertinent instruments, if any.]

1. A copy of each default notice required to be mailed to any Respondent under Texas law and the

**[**LOAN AGREEMENT, CONTRACT, OR LIEN**]** sought to be foreclosed, and the [USPS TRACKING

REPORT, RETURN RECEIPT, OR OTHER PROOF] demonstrating that a notice was sent by certified mail before this application was filed.

**36. Assert and protect your rights as a member of the armed forces of the United States. If you or your spouse is serving on active military duty, including active military duty as a member of the Texas National Guard or the National Guard of another state or as a member of a reserve component of the armed forces of the United States, please send written notice of the active duty military service to Petitioner or Petitioner’s attorney immediately.**

1. *Prayer for Relief.* Petitioner seeks an expedited order under Rule 736 so that it may proceed with

foreclosure in accordance with applicable law and terms of the **[**LOAN AGREEMENT, CONTRACT, OR

LIEN**]** sought to be foreclosed.

Respectfully submitted,

[LAW FIRM NAME]

By: [ATTORNEY]

State Bar No. [NUMBER] [ATTORNEY EMAIL ADDRESS]

[ATTORNEY ADDRESS] Phone: [PHONE ADDRESS] Fax: [FAX NUMBER]

ATTORNEYS FOR PETITIONER

**TX Business Record Affidavit**

**CAUSE NO.**

IN RE: ORDER FOR FORECLOSURE §

CONCERNING §

§

§ [PROPERTY ADDRESS] 78724 UNDER TEX. R. § CIV. PROC. 736 AND [OBLIGOR] §

§

IN THE DISTRICT COURT

COUNTY, TEXAS

JUDICIAL DISTRICT

**BUSINESS RECORD AFFIDAVIT**

Before me, the undersigned notary on this day, personally appeared <<AFFIANT’S NAME>>, a person whose identity is known to me. After I administered an oath to him/her, upon his/her oath, he/she said:

* 1. “My name is <<AFFIANT’S NAME>>. I am over the age of 18 years, of sound mind, capable of making this affidavit, and fully competent to testify to the matters stated herein. I have obtained personal knowledge of events described below through my review of business records during the normal course of business.
  2. I am employed as a \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ for Cenlar FSB and I am familiar with the manner in which its records are created and maintained by virtue of my duties and responsibilities. Attached to this affidavit as Exh ib it “A” are pages of exact duplicates

of the original records maintained by Cenlar FSB.

* 1. The records were made at or near the time of each act, event, condition, opinion, or diagnosis set forth. It is the regular practice of Cenlar FSB to make this type of record at or near the time of each act, event, condition, opinion, or diagnosis set forth in the record.
  2. The records were made by, or from information transmitted by, persons with knowledge of the matters set forth. It is the regular practice of Cenlar FSB for this type of record to be made by, or from information transmitted by, persons with knowledge of the matters set forth in them.
  3. The records were kept in the course of regularly conducted business activity. It is the regular practice of Cenlar FSB to keep this type of record in the course of regularly conducted business activity.”

EXECUTED this day of , 20 .

\_, Affiant

SWORN TO AND SUBSCRIBED before me by <<AFFIANT’S NAME>> on the

, 20\_\_\_\_\_\_.

day of

Notary Public, State of

EXHIBIT “A” BUSINESS RECORDS

[ATTACH CITI RECORDS REQUESTED BY LOCAL COUNSEL]

**Business Record Affidavit After Recording Return to:**

<<FIRM NAME>>

<<FIRM ADDRESS>>

<<FIRM ADDRESS>>

Case No. <<CASE NO.>>

Parcel ID #: <<PARCEL NO.>> (Space above for County Recorder’s use)

**SUBSTITUTION OF TRUSTEE**

<<SUCCESSOR TRUSTEE NAME>>, <<SUCCESSOR TRUSTEE ADDRESS>>, is hereby appointed successor trustee under the trust deed executed by <<MORTGAGOR NAME(S)>>, as trustor, in which <<ORIGINAL BENEFICIARY>> is named as beneficiary and <<ORIGINAL TRUSTEE>> as trustee, and filed for record on

<<DOCUMENT DATE>>, <<DOCUMENT YEAR>>, with recorder’s entry No. <<DOCUMENT

NUMBER>>,<<COUNTY NAME>> County, Utah. The undersigned beneficiary hereby ratifies and confirms all actions taken on its behalf by the successor trustee prior to the recording of this instrument.

The Trust Deed covers the following described real property situated in <<COUNTY NAME>> County, Utah:

<<LEGAL DESCRIPTION>>

DATED:

<<CURRENT BENEFICIARY>>, Beneficiary

Its: Authorized Representative

By:

Printed name:

State of

County of

)

: ss.

)

The foregoing instrument was acknowledged before me this day of ,

by , an Authorized Representative of << CURRENT BENEFICIARY>>.

Notary Public

UT – Substitution of Trustee – 20141219 v. UT20141219

**UT Seller's Affidavit**

STATE OF )

COUNTY)

) SS.

**MORTGAGEE’S/OWNER’S/SELLER’S TITLE AFFIDAVIT**

I, **<<AFFIANT’S NAME>>**, hereby affirm under oath that:

1. I am employed as \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ for Cenlar FSB, named in the foregoing deed. In that capacity, I am authorized to execute this Affidavit. I am authorized to execute this affidavit on behalf of [<< CitiMortgage, Inc.>> or <<FORECLOSING PARTY>>]. The statements made in this Affidavit are based on my personal knowledge of the business records. I am over the age of eighteen and competent to testify as to the matters contained herein.

73. The owner of the real property and improvements made the subject of this Affidavit is [Cenlar FSB / [<< CitiMortgage, Inc.>> or <<FORECLOSING PARTY>>] (the “Owner”).

1. [Cenlar FSB] is acting as sub-servicing agent for the following owner/investor, which is actually vested in record title to the subject real property and improvements

<<OWNER OR INVESTOR NAME>> (the “Owner”).

1. The Owner is vested in title to the real property and improvements located at and known

as <<PROPERTY ADDRESS>> and situated in <<COUNTY>> County, State of Utah (the “Property”) covering the following real property:

<<PROPERTY LEGAL DESCRIPTION>>.

1. The Owner acquired record title to the Property on <<ACQUISITION DATE>> (the

“Acquisition Date”) by virtue of that deed recorded <<INSERT RECORDING INFORMATION AS FORMATTED

BY LOCAL COUNSEL>>.

1. In my capacity as \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, I have access to Cenlar FSB’s business records relating to the Property, which records were created, compiled, and maintained by Cenlar FSB from and after the Acquisition Date (the “Records”). The Records were made at or near the time of the underlying facts by, or from information transmitted by, someone with knowledge of these facts, and were kept as a regular practice in the course of regularly conducted business activity. My personal knowledge of the business records is based on my review of these Records.
2. The statements contained in this Affidavit are based only on knowledge obtained from the Records. I have made no independent investigation or audit of any other information, material, or records apart from these Records, including, but not limited to, the land records in the county where the Property is located. This Affidavit makes no representation or statement regarding or concerning any information or material not contained or reflected in these Records.
3. The Records indicate that no person or entity other than the Owner claims or is presently entitled to the right of possession, or is in possession of the Property, and the Records further indicate that there are no tenancies, leases, or other occupancies that affect the Property. To the best of my knowledge, there is no current dispute as to the Owner’s ownership of the Property, nor, to the best of my knowledge, has anyone ever disputed the Owner’s ownership of the Property.

**[PARAGRAPHS 8-13 ARE OPTIONAL BASED ON THE REVIEW OF SYSTEM RECORDS:]**

1. The Records do not indicate or reflect any disputes concerning the boundary lines of the Property.
2. The Records do not indicate or reflect any easements affecting the Property other than those that may be reflected in the document referred to in paragraph numbered <<4>> above.
3. The Records do not indicate or reflect any outstanding or unpaid taxes or assessments (pending or certified); unpaid or unsatisfied mortgages; claims of lien; or other matters that constitute or could constitute a lien or encumbrance against the Property or any improvements on it, or against any part of the Property, or against any personal property located on it. The Records do not reflect that the Owner has installed any energy efficient improvements to the Property under a Property Assessed Clean Energy program.
4. The Records do not indicate or reflect any security agreements, financing statements, title retention contracts, or personal property leases affecting any materials, fixtures, appliances, furnishings, or equipment placed on or installed on the Property or the improvements located on it.
5. The Records do not indicate or reflect any actions, proceedings, judgments, bankruptcies, liens, or executions recorded or taken against the Owner.
6. To the best of my knowledge, and based on a review of the Records, all improvements or repairs that have been made to the Property, if any, prior to the date of this Affidavit, have been paid for in full, and there are no unpaid bills of any nature, either for labor or materials used in making improvements or repairs on the property, or for services of architects, surveyors, or engineers incurred in connection with the Property.
7. I have been advised that <<TITLE INSURANCE COMPANY>>, as the title insurance company,

and <<POLICY ISSUING AGENT>>, as the policy issuing agent for the title insurance company, will rely on the accuracy of this Affidavit in issuing policies of title insurance policies for the Property.

BY: **AFFIANT**

Date:

Subscribed and sworn to before methis day of \_\_\_\_\_\_\_\_\_\_\_, 20 ,

by .

, Notary Public

State of

My commission expires:

Personally known OR Produced identification .

Type of identification produced:

.

**VT - Affidavit (AOI)**

**IN THE COURT OF COUNTY, VERMONT**

, Plaintiff,

vs.

,

Defendant(s).

)

)

) CASE NO.

)

)

)

)

)

)

)

)

**AFFIDAVIT**

STATE OF )

COUNTY)

) SS.

<< AFF IAN T’ S N AM E> > , being first duly sworn on oath, deposes and states as follows:

1. I am employed by Cenlar FSB as a \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. I am authorized to execute this affidavit on behalf of [<< CitiMortgage, Inc.>> or <<FORECLOSING PARTY>>]. The statements made in this Affidavit are based on my personal knowledge of the business records. I have obtained personal knowledge of the below events through my review of business records that are kept by Cenlar FSB, in the normal course of business, including the records related to the loan described below.

1. I am over the age of 18 and competent to testify as to the matters contained herein.
2. For convenience, the following party or parties listed on the Note are referred herein as “Borrower”:
3. In my capacity as a \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, I have access to Cenlar FSB’s business records, including the business records for and relating to the Borrower’s loan. I make this affidavit based upon my review of those records relating to the Borrower’s loan and from my own personal

knowledge of how they are kept and maintained. The loan records for the Borrower are maintained by Cenlar FSB 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 knowledge. It is the regular practice to keep such records in the ordinary course of a regularly conducted business activity.

1. Cenlar FSB’s business records that relate to the Borrower’s loan that I reviewed and relied upon for the statements made in this Affidavit are [the Note / the Lost Note Affidavit], the Mortgage, and Cenlar FSB’s electronic servicing system. [Attached hereto and incorporated herein is a printout from such system(s) setting forth information concerning the Borrower’s loan and the amounts due.]
   1. Borrower executed a Note (the “Note”) dated , in the amount of $

secured by a Mortgage (the “Mortgage”) on a property located at

. [A true and accurate copy of the Note {and Mortgage} are attached hereto.]

* 1. <<FORECLOSING PARTY>> has the right to foreclose based on the following:

<<FORECLOSING PARTY>> is the holder of the Note.

<<FORECLOSING PARTY>> has possession of the Note and is enforcing the Note as transferee in possession.

<<FORECLOSING PARTY>> has the right to possess the Note but was unable to locate the Note in its files; therefore, <<FORECLOSING PARTY>> is enforcing the Note using a lost note affidavit.

* 1. The Borrower has defaulted under the terms of the Note and Mortgage.
  2. As of , the following itemized sums of money, exclusive of fees and costs are due:

|  |  |
| --- | --- |
| Principal Balance | $ |
| Interest Due from through  at % | $ |
| Pre-Acceleration Late Charges | $ |

|  |  |
| --- | --- |
| Escrow | |
| Escrow Deficiency-Real Estate Taxes Paid on <<DATE TAXES PAID>>  $ | |
| Escrow Deficiency-Real Estate Taxes Paid on <<DATE TAXES PAID>>  $ | |
| Escrow Deficiency-Real Estate Taxes Paid on <<DATE TAXES PAID>>  $ | |
| Hazard Insurance  $ | |
| Mortgage Insurance Premium/ Private Mortgage Insurance  $ | |
| Credits  $ | |
| Total Escrow | $ |
| Broker’s Price Opinion/Appraisals | $ |
| Property Preservation | $ |
| Previous Bankruptcy Fees/Costs | $ |
| Property Inspections | $ |
| Suspense | $ |
| Miscellaneous Charges/Credits as Follows: | |
| $ | |
| $ | |
| $ | |

TOTAL $

The per diem interest due from <<date after the date to which this Affidavit is calculated>> is $ .

By:

**AFFIANT**

Date:

Subscribed and sworn to before me this day of \_\_\_\_\_\_\_\_, 20 , by

<<Affiant’s Name>>.

, Notary Public

State of My commission expires:

Personally Known OR Produced Identification

Type of Identification Produced:

.

**VT - Statement of Review**

FOR OWNER OCCUPIED RESIDENCES OF FOUR UNITS OR LESS IN VERMONT

FORECLOSING PLAINTIFF’S NAME: <<FORECLOSING PARTY>>

BORROWER: <<LIST ALL BORROWERS FROM NOTE AND SIGNERS OF MORTGAGE>> LN#: <<LOAN NUMBER>>

BMPC ID: <<MATTER ID>>

I, <<VPDC’S NAME>>, am employed as a \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ for Cenlar FSB. I am authorized to execute this affidavit on behalf of [<< CitiMortgage, Inc.>> or <<FORECLOSING PARTY>>]. I have personally reviewed Cenlar FSB’s “Subservicer” business records. I have also personally reviewed: [Check all applicable]

[ ] The Summons

[ ] Complaint with attached Exhibits [ ] Motion for Default Judgment

[ ] Motion for Summary Judgment

[ ] Affidavit in Support of Motion for Summary Judgment [ ] Affidavit for Attorney’s Fees

[ ] Affidavit of Amounts Owing/notarizations [ ] Affidavit of Non-Military Service

[ ] Judgment and Decree of Foreclosure

[ ] Other Papers filed in this matter in support of foreclosure: [Specify]

Based upon my personal review, I can confirm the factual accuracy of the identity of the plaintiff, and the defaults and the amounts claimed to be due. In addition, I have personally confirmed, through the Subservicer’s records or otherwise, that the Plaintiff, or its document custodian, is in possession of the original promissory note.

Further, I confirm that I executed the following documents in the presence of a notary, at the time of notarization, on the date reflected in the notarization:

<<**LIST ALL NOTARIZED DOCUMENTS EXECUTED BY YOU THAT HAVE BEEN OR WILL BE FILED WITH THE COURT WHERE THE ABOVE STATEMENT IS TRUE>>**

[ ]

[ ] \_

[ ]

[ ]

**\_I could not verify the accuracy of the following documents, statements or notarizations and have noted the errors or inconsistencies as applicable:**

Dated:\_

Signed by:

<<VPDC’S NAME>>

**WA - Appointment of Successor Trustee**

After Recording Return to:

<<FIRM CONTACT NAME>>

<<FIRM NAME>>

<<FIRM ADDRESS>>

<<FIRM ADDRESS>>

**Appointment of Successor Trustee**

<<FILE NUMBER>>

<<GRANTOR NAME(S)>>, <<GRANTOR DESCRIPTION>> [is / are] the grantor(s), <<ORIGINAL

TRUSTEE>> is the trustee and <<ORIGINAL BENEFICIARY>> was the original beneficiary under that certain Deed of Trust dated <<DOT DATE>> and recorded on <<RECORDING DATE>> under <<COUNTY NAME>> County, Washington Auditor’s File No. <<DOCUMENT NUMBER>>.

The undersigned present beneficiary under said Deed of Trust appoints <<SUCCESSOR TRUSTEE NAME>>, whose address is <<SUCCESSOR TRUSTEE ADDRESS>>, as successor trustee under the Deed of Trust with all powers of the original trustee.

[Property more fully described as: <<PROPERTY LEGAL DESCRIPTION>>]

[And more commonly known as: <<PROPERTY ADDRESS>>]

<<CURRENT BENEFICIARY>>

By:

Name:

Its: [\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_] / [Vice President] / [Document Control Officer] / [Authorized Representative]

[NOTE: USE THE APPLICABLE TITLE DEPENDING ON THE

EN TIT Y OR “A ut h oriz ed Rep re sen t at ive.”]

Date:

STATE OF )

)ss COUNTY OF )

I certify that I know or have satisfactory evidence that is the person who appeared before me, and said person acknowledged that [he / she] signed this instrument, on oath stated that [he / she] was authorized to execute the instrument and acknowledged it as the [\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_]/ [Authorized Representative] of <<CURRENT BENEFICIARY>> to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated:

Notary Public in and for the State of

Residing

at

My appointment expires

**WA - Beneficiary Declaration (Note Holder\_Attorney in Fact\_Subservicer)**

BENEFICIARY DECLARATION (NOTE HOLDER)

(Executed by Officer of Beneficiary)

**[USE THE FOLLOWING WHEN CENLAR IS THE SUBSERVICER OF THE BENEFICIARY AND THE DECLARATION IS TO BE EXECUTED BY CENLAR.]**

**[\*\*Only include original and current loan account numbers if loan account number changed during FC process. Otherwise, just include one loan account number.\*\*]**

Original Loan No.: <<REDACTED LOAN NO. - Last Four Numbers Only>>

Current Loan No.: <<REDACTED LOAN NO. - Last Four Numbers Only >>

Property Address:

The undersigned, under penalty of perjury under the laws of the State of Washington, declares as follows:

<<HOLDER>> is the actual holder of the promissory note or other obligation evidencing the above- referenced loan.

The trustee may rely upon the truth and accuracy of the averments made in this declaration.

Dated this day of \_\_\_\_\_\_\_\_\_\_, 20 in \_\_\_\_\_\_, \_.

DECLARANT:

Name:

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ of Cenlar FSB

**[OR USE THE FOLLOWING IF THE DECLARATION IS TO BE EXECUTED BY AN ATTORNEY-IN-FACT ON BEHALF OF THE BENEFICIARY.]**

BENEFICIARY DECLARATION (NOTE HOLDER)

(Attorney in Fact for Beneficiary)

**[\*\*Only include original and current loan account numbers if loan account number changed during FC process. Otherwise, just include one loan account number.\*\*]**

Original Loan No.: <<REDACTED LOAN NO. - Last Four Numbers Only>>

Current Loan No.: <<REDACTED LOAN NO. - Last Four Numbers Only >>

Property Address:

The undersigned, under penalty of perjury under the laws of the State of Washington, declares as follows:

<<HOLDER>> is the actual holder of the promissory note or other obligation evidencing the above- referenced loan.

The trustee may rely upon the truth and accuracy of the averments made in this declaration.

Dated this day of \_, 20 in , \_.

, its Attorney in Fact

By:

Name:

Title: <<[\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ of Cenlar FSB

**[OR USE THE FOLLOWING IF THE DECLARATION IS TO BE EXECUTED BY A SUBSERVICER ON BEHALF OF THE BENEFICIARY.]**

BENEFICIARY DECLARATION (NOTE HOLDER)

(Executed by Subservicer on Behalf of Beneficiary)

**[\*\*Only include original and current loan account numbers if loan account number changed during FC process. Otherwise, just include one loan account number.\*\*]**

Original Loan No.: <<REDACTED LOAN NO. - Last Four Numbers Only>>

Current Loan No.: <<REDACTED LOAN NO. - Last Four Numbers Only >>

Property Address:

The undersigned, under penalty of perjury under the laws of the State of Washington, declares as follows:

<<HOLDER>> is the actual holder of the promissory note or other obligation evidencing the above- referenced loan.

The trustee may rely upon the truth and accuracy of the averments made in this declaration.

Dated this day of \_, 20 in , \_.

DECLARANT:

By

Name:

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, employed by Cenlar FSB { , as Subservicer {: which provides certain servicing activities for CitiMortgage, Inc. }

**WI - Affidavit (AOI)**

**IN THE COURT OF COUNTY, WISCONSIN**

, Plaintiff,

vs.

,

Defendant(s).

)

)

) CASE NO.

)

)

)

)

)

)

)

)

**AFFIDAVIT**

STATE OF )

COUNTY)

) SS.

<<Affiant’s Name>>, being first duly sworn and subject to the penalty of perjury, deposes and states as follows:

1. I am employed by Cenlar FSB as a \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. I am authorized to execute this affidavit on behalf of [<< CitiMortgage, Inc.>> or <<FORECLOSING PARTY>>]. The statements made in this Affidavit are based on my personal knowledge of the business records. I have obtained personal knowledge of the below events through my review of business records that are kept by Cenlar FSB, in the normal course of business, including the records related to the loan described below.

2. For convenience, the following party or parties listed on the Note are referred herein as “Borrower”: .

1. In my capacity as a \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, I have access to Cenlar FSB’s business records, including the business records for and relating to the Borrower’s loan. Cenlar FSB uses an electronic record-keeping system known as [<<CUSTOM>>] to maintain up-to-date information concerning the Borrower’s loan. I make this affidavit based upon my review of the records relating to the Borrower’s loan and from my own personal knowledge of how the business records are kept and maintained.

Because of my position as a \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ with Cenlar FSB and the extensive training I received, I have personal knowledge that the loan records for the Borrower are maintained by Cenlar FSB in the course of its regularly conducted business activities. I have been comprehensively trained on how Cenlar FSB monitors and tracks loan transactions, and specifically, the way that Cenlar FSB receives, inputs, and maintains critical loan information in both its hard-copy and electronic systems for document management and record-keeping, including but not limited to

<<CUSTOM>>]. My training included classroom instruction and lab work related to the Cenlar FSB record-keeping systems and how they are utilized to ensure the accuracy of loan records.

I know from my training that it is Cenlar FSB’s [corporate policy that all loan transactions be reflected in [<<CUSTOM>>] in real-time (transactions are batched and posted daily). When processing personnel at Cenlar FSB receive notice of a loan transaction (such as a payment), it is Cenlar FSB’s policy and regularly conducted business activity to immediately provide the transaction to a data entry specialist to input into [<<CUSTOM>>], which then automatically updates the associated loan records.

1. Borrower executed a Note (the “Note”) dated

, for $\_

secured by a Mortgage (the “Mortgage”) on a property located at <<Address of the property>>, and being more particularly described in the Mortgage.

1. <<FORECLOSING PARTY>> has the right to foreclose based upon the following:

.<<Foreclosing Party>> [, or its authorized agent,] is in possession of the original Note

<<endorsed to [a predecessor of <<Foreclosing Party>>[ / [endorsed in blank]>> [, and is the current mortgagee under the Mortgage].

<<Foreclosing Party>> has possession of the Note and is enforcing the Note as transferee in possession.

<<Foreclosing Party>> has the right to possess the Note but after a diligent search and review of its files was unable to locate the original Note; and <<Foreclosing Party>> did not transfer

possession of the Note to another entity; therefore, <<Foreclosing Party>> is enforcing the Note relying upon a lost note affidavit.

1. The Borrower has defaulted on <<his / her>> payment under the terms of the Note and Mortgage. The Borrower’s default on the Note and Mortgage has not been cured, and the loan balance has been accelerated making the entire balance due and owing pursuant to the terms of the loan documents.
2. As a result of the Borrower’s default on the Note, the Borrower owes, as of

\_, the following itemized sums of money, exclusive of fees and costs:

|  |  |
| --- | --- |
| Principal Balance | $ |
| Interest Due from through  at % | $ |
| Pre-Acceleration Late Charges | $ |
| Escrow | |
| Escrow Deficiency-Real Estate Taxes Paid on <<DATE TAXES PAID>>  $ | |
| Escrow Deficiency-Real Estate Taxes Paid on <<DATE TAXES PAID>>  $ | |
| Escrow Deficiency-Real Estate Taxes Paid on <<DATE TAXES PAID>>  $ | |
| Hazard Insurance  $ | |
| Mortgage Insurance Premium/ Private Mortgage Insurance  $ | |

|  |  |
| --- | --- |
| Credits  $ | |
| Total Escrow | $ |
| Broker’s Price Opinion/Appraisals | $ |
| Property Preservation | $ |
| Previous Bankruptcy Fees/Costs | $ |
| Property Inspections | $ |
| Suspense | $ |
| Miscellaneous Charges/Credits as Follows: | |
| $ | |
| $ | |
| $ | |
| TOTAL | $ |

By:

**AFFIANT**

Date:

Subscribed and sworn to before me this day of \_\_\_\_\_, 20 , by <<Affiant’s Name>>.

, Notary Public State of

My commission expires:

Personally Known OR Produced Identification

Type of Identification Produced:

.