

IN THE CIRCUIT COURT FOR BALTIMORE COUNTY, MARYLAND

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ANDREW BRENNER, *et al.*,

v.

JEFFREY SCHATZ,

*Defendant.*

\* \* \* \* \* Case No.: C-03-CV-24-003218

JEFFREY SCHATZ,

*Counterclaimant,*

v.

ANDREW BRENNER, *et al.*,

*Counterclaim Defendants,*

WELLS FARGO N.A.,

*Counterclaim Defendant,*

DEUTSCHE BANK  
NATIONAL TRUST COMPANY, \*

*Counterclaim Defendant.*

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DEFENDANT'S EMERGENCY MOTION  
TO STAY SALE AND DISMISS ACTION  
PURSUANT TO MD. RULE 14-211

**DEFENDANT'S EMERGENCY MOTION TO STAY SALE AND DISMISS ACTION**  
**PURSUANT TO MD. RULE 14-211**

**COMES NOW**, the Defendant, Jeffrey Schatz ("Defendant"), *in propria persona*, and respectfully moves this Honorable Court, pursuant to Maryland Rule 14-211, to (1) enter an emergency stay of any impending foreclosure sale of the property known as 18 Edmondson Ridge Road, Catonsville, MD 21228 (the "Property"), and (2) dismiss the above-captioned foreclosure action with prejudice.

**PRELIMINARY STATEMENT**

This Motion is filed to prevent a manifest injustice and the certain creation of irreversible error. This Court is actively considering Defendant's timely-filed Motion to Alter or Amend Judgment (Md. Rule 2-534) following the hearing on November 4, 2025. That pending motion, like this one, establishes—based on the Plaintiffs' own binding judicial admissions and business records—that the Plaintiffs' foreclosure action is incurably void *ab initio*.

This Court's equitable powers are at their zenith in foreclosure proceedings and may be exercised *sua sponte* to prevent and remedy fraud on the tribunal (see *Wells Fargo v. Neal*, 398 Md. 705, 924 A.2d 409 (2007))—particularly where evidence of digital forgery and litigation fraud undermine the integrity of the judicial process. Where, as here, evidence of digital forgery or spoliation appears, the court's obligation is heightened to preserve due process and public confidence in the judiciary. Equity will not suffer a fraud to prevail.

This motion is based on newly discovered forensic evidence which proves:

1. **The Lien is a Forged Instrument:** The Promissory Note (**Exhibit A**) filed by Plaintiffs in the MDEC system is a digital fabrication, created by splicing a low-resolution "robo-signature" (Joan M. Mills) onto the document, an act of forgery and fraud on the court.

2. **Plaintiffs Lacked Standing:** Plaintiffs commenced this action in August 2024 while admittedly not in possession of the specially indorsed promissory note, a fatal and incurable jurisdictional defect under the controlling precedent of *Anderson v. Burson*, 424 Md. 232 (2011).

3. **The Lien is Invalid:** Plaintiffs' claim of "constructive possession" fails as a matter of law. Their own records show the note was transferred to a custodian, Deutsche Bank, as part of a Ginnie Mae (GNMA) securitization, and that custodian was acting as agent for Ginnie Mae, not Plaintiffs, severing any agency relationship.

4. **The Action is a Nullity:** Plaintiffs failed to join a necessary and indispensable party—the Secretary of Housing and Urban Development (HUD)—which holds a recorded junior lien on the Property, rendering this action a jurisdictional nullity.

5. A stay is necessary to preserve the *status quo* and this Court's jurisdiction to rule on the pending Motion to Alter or Amend. Allowing a sale to proceed while the Court is actively considering dispositive motions that would render the sale void would be contrary to judicial economy and would inflict irreparable harm on the Defendant.

## **PLEADING GOOD CAUSE FOR NON-COMPLIANCE WITH 14-211(a)(2)**

7. Defendant acknowledges that this motion is filed outside the 15-day window prescribed by Rule 14-211(a)(2). However, pursuant to Rule 14-211(a)(2)(C), the Court "may extend the time for filing the motion or excuse non-compliance" for "good cause". Such good cause is overwhelmingly present here.

8. **Basis 1: Newly Discovered Forensic Facts and Spoliation of Evidence.** The full, dispositive nature of Plaintiffs' lack of standing was not—and could not have been—known to Defendant within the original 15-day window.

a. These facts were only confirmed upon Plaintiffs' late production of the original Note and their sworn discovery responses. Critically, this "Good Cause" is also based on the *very recent discovery of digital manipulation* on November 11, 2025 within Plaintiffs' MDEC filings.

b. This motion is being filed immediately upon Defendant's forensic analysis of the MDEC documents, which revealed the Promissory Note is a digital fabrication. This analysis, including Adobe Preflight reports and PDF content stream analysis, revealed the "Joan M. Mills" indorsement is a separate, low-resolution image object ("XObject") spliced onto the document.

c. This forgery was concealed by a low-quality digital overlay on *all, and only, the three pages of the note, within a 100 page exhibit*—a clear act of spoliation. These forensic facts could not possibly have been known at the 15-day deadline and constitute the highest and most compelling "good cause" for excusing non-compliance.

d. Maryland appellate courts have consistently held that good cause under Rule 14-211(a)(2)(C) is established not only when new facts come to light, but especially when those facts bear directly on the authenticity of instruments and the integrity of the foreclosure process (see *Jones v. Rosenberg*, 178 Md. App. 54, 940 A.2d 1109 (2008)). In this case, the Court should find not mere good cause, but compelling cause to excuse the normal deadline, as to strictly enforce it would immunize fraud.

**9. Basis 2: Judicial Economy and Preservation of Court's Jurisdiction.** The paramount "good cause" is the conservation of judicial resources and the prevention of irreversible error.

a. A dispositive hearing on these exact issues was held on November 4, 2025. Defendant's Motion to Alter or Amend Judgment is currently pending before this Court. It is an established principle of judicial economy that a court may stay proceedings to prevent its own pending decisions from being rendered moot.

b. It would be a gross miscarriage of justice, and a waste of judicial resources, to allow a sale to proceed, only to have this Court, days or weeks later, issue its ruling on the 2-534 Motion declaring the entire action void *ab initio*.

c. This would create a tangled and irreversible legal error. The only logical and just course is to stay the sale pending the Court's final ruling on the dispositive motions already under advisement.

#### **C. DEFENSES STATED WITH PARTICULARITY (RULE 14-211(a)(3)(B))**

10. This motion is not based on "bare allegations", but on undisputed facts, newly discovered forensic evidence, and controlling law.

**DEFENSE (I): FRAUD ON THE COURT, FORGERY, AND INEQUITABLE CONDUCT  
(A DEFENSE PLED WITH PARTICULARITY PURSUANT TO  
*BUCKINGHAM V. FISHER AND MITCHELL V. YACKO*)**

11. Defendant now states a valid, true, and evidenced defense of fraud, forgery, and inequitable conduct with the particularity required by Md. Rule 14-211 and *Buckingham v. Fisher*, 223 Md. App. 82 (2015). As stated in Buckingham, Rule 14-211 requires the moving party to plead fraud and all defenses with 'particularity' and attach supporting evidence. This motion exceeds this standard by providing technical, forensic, and documentary proof that is not "general allegations" but verifiable fact.

12. **Who made what false statement?:** The Plaintiffs, Andrew Brenner, et al., as agents for Wells Fargo Bank, N.A., made false statements, and writings pf legal significance. One false statement and writing was the Promissory Note (Exhibit A/C) itself, which they represented to be a true and authentic copy of the original instrument.

13. When and in what manner was the false statement made?

a. **When:** The false statement was first made in writing on or about August 26, 2024 , when Plaintiffs commenced this action by filing the Order to Docket in the Maryland Electronic Courts (MDEC) system.

b. **In what manner:** The false statement was made in writing by filing a "materially altered document" that Plaintiffs represented as authentic. This document, the alleged Promissory Note, is a digital composite forgery.

c. **Why is the statement (the document) false?:** The document is false because it is a digital fabrication designed to conceal a fatal defect in Plaintiffs' standing. This is not a "bare assertion" but a fact established by objective, repeatable forensic analysis (Detailed in Defendant's Affidavit, Exhibit G):

(1) **The Concealed Fact (Motive):** The original, high-resolution, "wet ink" note is unindorsed. This is visible by forensically analyzing the PDF's layers, as a low-quality "mask" or digital overlay has been placed on *every page* to conceal the original's true state.

(2) **The Act of Forgery (The Falsity):** To cure this lack of indorsement, the Plaintiffs (or their predecessors) digitally spliced a fraudulent indorsement onto the note image.

(3) **The Forensic Proof (The "Particulars"):** A finder of fact can verify this forgery independently with readily available tools:

(a) **Visual Mismatch:** The "Joan M. Mills, Vice President" signature block is a low-resolution image suffering from severe "compression artifacting". It is visibly "fuzzy" and pixelated. In contrast, the stamp ("PAY TO THE ORDER OF...") is a clean, high-resolution vector image. This mismatch proves they are separate objects from different sources, spliced together.

(b) **PDF Object Analysis:** An Adobe Preflight analysis (see screenshot, Exhibit G) identifies the "Joan M. Mills" signature block as a separate "Form XObject". This is the technical term for an external, independent object that has been "layered" or "spliced" onto the page, proving it is not part of a unified, original scan.

(c) **PDF Content Stream:** A review of the document's "Content Stream" (see screenshot, Exhibit G) reveals a long, repetitive list of "q" operators, proving the page is a multi-layered composite object and not a flat scan of an original document.

d. **Why would a finder of fact conclude the defendant acted with scienter (knowledge of falsity or reckless disregard)?** A finder of fact would conclude scienter for three reasons:

(1) Deliberate, Multi-Step Fabrication: This is not a clerical error. It is a deliberate, multi-step process:

- (a) concealing an original, unindorsed note with a digital "mask,"
- (b) sourcing a separate "robo-signature" asset, and
- (c) digitally splicing that asset onto the note. This complexity

is the definition of intentional, "fraudulent making of a false writing". (2)

Intentional Spoliation: The "mask" applied to every page is a clear act of spoliation. Its only purpose is to conceal the original document's true, unfavorable state (i.e., the lack of indorsement). This act of intentional concealment is direct evidence of a guilty mind.

(3) **Pattern of Practice:** This fabrication is not an isolated error but a systematic *modus operandi* employed by the same entities and counsel. The foundation for this "fatal alliance" in discovery was, ironically, laid by Plaintiffs' own counsel, Daniel Z. Herbst, through an inadvertent mailing of his ACM Brief that identified a related foreclosure action, *Erik B. Cherdak and Lauren A. Cherdak, v. Kristine D Brown, et al. (Wells Fargo Bank, NA)*), Case No.: **ACM-REG-1978-2024** which involves the same opposing counsel and lender.

(4) This error initiated an ongoing collaborative alliance between Defendant and Mr. Cherdak. After Defendant first identified the digital forgery in his own Note, this collaborative investigation applied the *exact same* forensic analysis (Preflight and visual/compression analysis) to the *Cherdak* case documents. The results (attached as Exhibit H) are identical and expose a clear pattern:

(a) The two "Karen Davis" indorsements from the Cherdak case are pixel-for-pixel identical (see image analysis), proving the re-use of a single digital signature asset, and

(b) they exhibit the same **mismatched compression artifacting** seen in Defendant's note: a low-resolution, "fuzzy" signature block spliced onto a clean, high-resolution stamp. This establishes that the forgery in Defendant's case is not an anomaly but the verifiable, repeatable output of a systematic, fraudulent 'robo-signing' process .stamp. This establishes that the forgery in Defendant's case is not an anomaly but the output of a systematic, fraudulent 'robo-signing' process.

(5) Results from the Nassau County, New York Case which also involve Wells Fargo and Reed Smith are expected imminently, and it doesn't look good for Plaintiffs...

(6) **Request for Judicial Notice:** Pursuant to Md. Rule 5-201, Defendant seeks judicial notice of the widespread, documented pattern of "robo-signing" and "robo-indorsement" in foreclosure litigation, including public consent orders entered against Wells Fargo and other national servicers, and findings of the Maryland Commissioner of Financial Regulation.

14. **Why did the defendant act with the intention to persuade others to rely on the false statement?** The Plaintiffs intended for the Circuit Court to rely on the false statement.

a. **The Purpose:** The *sole purpose* of filing the fabricated Note was to prove standing and the "right of the plaintiff to foreclose".

b. **The Intended Victim:** The Court and Defendant are and remain the intended "victims" of the fraud. Plaintiffs intended to allow the Court and Defendant to accept the forged indorsement as authentic, which they needed to accomplish to permit the foreclosure to proceed.

15. **The Damage:** The Court's reliance on this fraud is the *sole reason* this void action has been allowed to proceed, causing direct and irreparable harm to the Defendant—the imminent, wrongful sale of his home based on a forged instrument, the high costs of defending the action, lost time at school and work, damage to finances, and the related emotional and physical damage caused by Plaintiffs' criminal misconduct.

**16. Conclusion: This defense is not based on "vague allegations" but on "materially altered documents" attached as evidence, which demand a mandatory hearing on this motion.**

a. As held in *Mitchell v. Yacko*, "a party cannot institute a foreclosure upon forged documents", and any challenge supported by such evidence mandates a hearing under Rule 14-211(b)(2); summary denial is reversible error. The Plaintiff's case is "marred by... fraudulent, illegal, or inequitable conduct" and must be dismissed.

b. Furthermore, where there is credible evidence of spoliation or digital alteration, courts possess the inherent power to order sanctions, including dismissal. See *Chambers v. NASCO, Inc.*, 501 U.S. 32 (1991); *Silvestri v. GM*, 271 F.3d 583 (4th Cir. 2001).

**DEFENSE (II): PLAINTIFFS LACKED STANDING TO FORECLOSE  
(THE *ANDERSON v. BURSON AND BROCK* VIOLATION)**

17. Plaintiffs did not have the right to file this action in August 2024.

a. **Legal Basis:** Maryland Rule 14-204 requires a foreclosure to be brought by the "secured party." To enforce a negotiable instrument, a plaintiff must be either a "Holder" or a "nonholder in possession with rights of a holder".

b. **Factual Basis (Step 1): The Note is a Special Indorsement.** Even if the alleged Promissory Note (**Exhibit A**) were valid, it contains a clear and unambiguous special indorsement, not a blank indorsement. It reads: "PAY TO THE ORDER OF WELLS FARGO BANK, N.A.". This is the definition of a special indorsement under Md. Code, Com. Law § 3-205.

c. **Legal Basis (Step 2): Special Indorsement Requires Possession.** The "Holder" of a specially indorsed instrument is "the person *in possession* of a negotiable instrument... payable... to an identified person that is the person *in possession*" (Md. Code, Com. Law § 1-201(b)(21))

d. **Controlling Law (Step 3):** *Anderson v. Burson.* The Maryland Court of Appeals has been explicit: "If a person is not in possession of the note, that person is not a 'holder'..." *Anderson v. Burson*, 424 Md. 232, 246 (2011). For a specially indorsed note, the identified person (Wells Fargo) *must* be "the person in possession" to be the Holder.

e. **Undisputed Fact (Step 4): Plaintiffs Admitted Non-Possession.**

(1) **Commencement Date:** This action was filed on or about August 26, 2024.

(2) **Binding Admission (Discovery):** In their sworn discovery responses (**Exhibit B**), Plaintiffs admit: "Deutsche Bank remained in possession of the original Note from **October 11, 2022** until **September 25, 2025**."

(3) **Binding Admission (Business Record):** Plaintiffs' own Collateral File History (Exhibit C) confirms the Note was subject to a "Release (Int. to Ext.)" on 9/27/2022 with the notation "Ship to: **Deutsche Bank...**".

(4) **Binding Admission (Pleading):** Plaintiffs admitted in their October 14, 2025 filing that their counsel only received the Note on **September 30, 2025**.

18. **Conclusion:** Plaintiffs' own admissions prove that at the time of commencement (August 2024), Wells Fargo was *not* in possession of the specially indorsed note., therefore, Wells Fargo was not the "Holder" under *Anderson v. Burson* and lacked standing to file this action. The action is void *ab initio*.

**Table 2. The Anderson v. Burson Standing Test: Application of Undisputed Facts**

LEGAL TEST	Plaintiffs' Evidence)	CONCLUSION
<b>1. Is the instrument specially indorsed?</b>	OF WELLS FARGO BANK, N.A."	Test Met.
<b>person?</b>	<b>YES.</b> Wells Fargo Bank, N.A.	Test Met.
<b>possession" at the time of commencement? (The Anderson rule)</b>	<b>NO.</b>	<b>STANDING FAILS.</b>
<b>Source of Fact:</b>	Admits Deutsche Bank held Note from 10/2022 to 09/2025.	
<b>Source of Fact:</b>	shows Note "Shipped to: Deutsche Bank" on 9/27/2022.	

**DEFENSE (III): INVALIDITY OF THE LIEN  
(DEFECTIVE CUSTODIAL RELATIONSHIP & DELIBERATE OBFUSCATION)**

19. Plaintiffs' only possible counter-argument, "constructive possession" through Deutsche Bank as an agent, fails as a matter of fact and law.

a. **Legal Basis:** For constructive possession to apply, a true principal-agent relationship must exist.

b. **Factual Basis (Step 1): Refusal to Produce Governing Contract.**

Plaintiffs have refused to produce the custodial agreement governing Deutsche Bank's possession, objecting that it is "proprietary" and "irrelevant". This refusal to produce the single most relevant document to the agency question supports an **adverse inference** that the agreement would disprove their claim. "Unexplained non-production of essential agency/custodial agreements regarding negotiable instrument possession entitles the opposing party to an adverse inference." See *DiLeo v. Nugent*, 88 Md. App. 59 (1991).

d. **Factual Basis (Step 2): The Ginnie Mae Pooling.** Plaintiffs' own log (Exhibit C)<sup>5</sup> shows the transfer to Deutsche Bank was for a "GNMA- Review".

e. **Controlling Document (Step 3): The GNMA Master Custodial Agreement (Exhibit F).** The Ginnie Mae program guide (Form HUD 11715) mandates that the custodian "shall... maintain continuous custody and control of all documents... **on behalf of Ginnie Mae**" and that the agreement is "for the benefit of and **enforceable by Ginnie Mae**".

f. **The "Constructive Possession" Trap (Inequitable Conduct):** Plaintiffs' argument *requires* the Court to treat Wells Fargo and Deutsche Bank as the same "person" for *possession*. If they are the same "person" for possession, they must be for payment. This creates an impossible and **inequitable legal trap** for the Defendant. Who is the "Holder" entitled to payment? Is it Wells Fargo, the named payee on the indorsement? Or is it Deutsche Bank, the entity with actual physical possession? This ambiguity, created by Plaintiffs' own obscured custodial relationship, would make it impossible for the Defendant to safely exercise his right to cure even a valid default, as payment to the wrong entity would not discharge the obligation. This is the definition of "inequitable conduct" that *Neal* prohibits.

20. **Factual Basis (Step 4): Deliberate Documentary Obfuscation.** Plaintiffs' bad faith is proven by comparing their Maryland log (**Exhibit C**) with a log from their New York foreclosure (**Exhibit E**) for an identical GNMA transfer.

21. As shown in Table 3, the NY log is transparent, explicitly identifying the Ginnie Mae pool ("WFHM-GNMA08") and the specific custodian account ("BP-WELLS-WF220C"). The Maryland log (Exhibit C) deliberately hides this field, using the generic "WFHM" to create the false impression that the note never left Wells Fargo's control.

**Table 3. Custody Log Comparative Analysis**

EVENT	MARYLAND LOG (Exhibit C)	NEW YORK LOG (Exhibit E)	ANALYSIS
Ship to Custodian	<b>Date:</b> 9/27/2022 <b>Customer:</b> "WFHM" <b>Notation:</b> "Ship to: Deutsche Bank... GNMA- Review WF220C"	<b>Date:</b> 9/27/2022 <b>Customer:</b> "WFHM-PRIV" (Releasing) <b>Notation:</b> "Ship to: Deutsche Bank... GNMA- Review WF220C"	The NY log shows the note <i>left</i> a "private" pool.
Receive at Custodian	(No corresponding entry)	<b>Date:</b> 9/29/2022 <b>Customer:</b> "BP-WELLS-WF220C" (Receiving) <b>Notation:</b> (system login data)	The NY log <i>explicitly</i> identifies the separate custodial account.
Conclusion	<b>Obfuscated.</b> Creates the false impression the note stayed within the "WFHM" customer.	<b>Transparent.</b> Proves the note was transferred <i>out</i> of Wells Fargo's control and <i>into</i> a separate Ginnie Mae custodial pool ("BP-WELLS-WF220C").	

**DEFENSE (IV): JURISDICTIONAL NULLITY  
(FAILURE TO JOIN NECESSARY PARTY)**

22. This action is a jurisdictional nullity, as Plaintiffs have failed to join a necessary party. *See Legacy Funding LLC v. Cohn*, 396 Md. 511, 914 A.2d 1122 (2007). No joinder, no power to foreclose.

- a. **Legal Basis:** Maryland law mandates that junior lienholders be joined as parties in a foreclosure action. Failure to do so is a fatal jurisdictional defect that renders the action void.
- b. **Factual Basis:** The public land records for the Property contain a "Partial Claims Mortgage" recorded against the Property.

c. **Supporting Document:** This document, the Partial Claims Mortgage (**Exhibit D**) , explicitly identifies the "Lender" as the "**Secretary of Housing and Urban Development" (HUD).**

23. **Conclusion:** The Secretary of HUD is a recorded junior lienholder. Plaintiffs failed to join HUD as a necessary party. Therefore, this Court lacks jurisdiction to grant a foreclosure, and the entire action is void *ab initio*. Defendant's *Notice of Lis Pendens* properly notified all parties of this fatal defect.

#### **DEFENSE (V): FORENSIC EVIDENCE AND AUTHENTICATION (MD. RULES 20-101 & 5-901)**

24. The forensic evidence of digital forgery is admissible and dispositive. The Maryland Electronic Courts (MDEC) system requires compliance with authentication rules. See Md. Rule 20-101 et seq.; Rule 5-901. a. The digital evidence presented—including XMP metadata, PDF object structure, and compression artifacting—goes directly to the authenticity of the Note, i.e., that it is not what its proponent claims. b. This forensic analysis is admissible, computer-generated evidence that serves as a business record of the file's own creation, revealing the fabrication.

#### **DEFENSE (VI): VIOLATION OF DUE PROCESS (U.S. CONST. AMEND. XIV)**

25. To the extent this digital forgery under color of state law proceeds unchecked, Defendant specifically raises and preserves claims for violation of due process under the Fourteenth Amendment (U.S. Const. amend. XIV). This provision requires a fundamentally fair process and an adequate opportunity to contest a fraudulent deprivation of property. See *Mathews v. Eldridge*, 424 U.S. 319 (1976).

## **REQUIRED ATTACHMENTS AND FORMAL COMPLIANCE**

### **26. Affidavit and Supporting Documents (Rule 14-211(a)(3)(A) & (C))**

This Motion is supported by the Affidavit of Jeffrey Schatz (**Exhibit G**), which attests under oath to the facts stated herein, including the forensic discovery of digital alteration in the MDEC filings, in accordance with Md. Rule 14-211(a)(3)(A).2 The following supporting documents are attached and incorporated by reference:

- a. **Exhibit A:** The Promissory Note
- b. **Exhibit B:** Plaintiffs' Sworn Responses to Defendant's Request for Production
- c. **Exhibit C:** WFB Collateral File History (Custody Log)
- d. **Exhibit D:** The HUD Partial Claim Mortgage
- e. **Exhibit E:** NY Case Custody Log
- f. **Exhibit F:** Ginnie Mae Master Custodial Agreement
- g. **Exhibit G:** Affidavit of Jeffrey Schatz
- h. **Exhibit H:** Comparator 'Karen Davis' Robo-Signature Indorsement

### **STATEMENT OF SERVICE AND COLLATERAL ACTIONS (Rule 14-211(a)(3)(d) & (e))**

27. In compliance with the formal requirements of Rule 14-211(a)(3):

28. **(e) Date of Service/Awareness:** Defendant was served with the Order toDocket (OTD) in September of 2024 and has been an active, participating party in this action since its commencement.

29. **(d) Collateral Actions:** A collateral action, filed by Defendant as a Counterclaimant, is

currently pending in the Circuit Court for Baltimore County, Maryland, titled Jeffrey Schatz v. Andrew Brenner, et. al., Case No. C-03-CV-24-003812. The nature of that action is a Counterclaim to Quiet Title and for Declaratory Judgment, which seeks to have the Note and asserted lien declared void and unenforceable, as noted in the Notice of Lis Pendens (Exhibit D; ).

## **PRAYER FOR RELIEF**

For the reasons set forth above, this Court should grant the requested emergency stay, dismiss the action with prejudice, and provide all further relief necessary to protect Defendant's due process rights and the integrity of these proceedings. Defendant requests, pursuant to Rule 2-522(a), that the Court state its findings of fact and conclusions of law in any order resolving this motion.

**WHEREFORE**, for the foregoing reasons, Defendant Jeffrey Schatz respectfully requests that this Court **GRANT** this motion **ISSUE** forth **ORDERS** that:

**A. ORDER AN IMMEDIATE TEMPORARY STAY TO HALT THE PENDING November 20, 2025 sale, until Orders issue which explicitly state any STAY has ended, preserving due process, judicial economy, procedural fairness and integrity and; and further,**

**B. ORDER** that the foreclosure action (Case No. C-03-CV-24-003218) shall be and is **DISMISSED WITH PREJUDICE**; and further,  
**C. ORDER** that the Plaintiffs immediately surrender the alleged Original Promissory Note to the court and; further,

**D. ORDER** that a court appointed Forensics Examiner determine the authenticity of the Note OR in the alternate, that the Court conduct an immediate in camera production and review of the instrument whose authenticity is in question, pursuant to Md. Rules 14-211(b) (2) and 5-104, before proceeding further;

**E. ORDER** the Temporary Stay requested above be immediately **GRANTED**, that any other appropriate relief from above be **GRANTED, and ORDER** that a full evidentiary hearing pursuant to MD Rule 14-211 be scheduled; and further,

**F. ORDER** that Plaintiffs and their counsel be required to show cause why furthersanctions, referrals to law enforcement or the Attorney Grievance Commission, and forensic referral should not immediately issue based on evidence of fraud and spoliation, and further,

**G. ORDER** such other and further relief as this Court deems just and proper.

Respectfully submitted,

Dated: November 14, 2025



Digitally signed by Jeffrey M. Schatz  
DN: cn=Jeffrey M. Schatz,  
o=The Corner Spore,  
ou=devops,  
email=thecornerspore@thecornerspore.org, c=US  
Date: 2025.11.14 00:05:27  
-05'00'  
Adobe Acrobat version:  
2025.001.20844

  
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Defendant/Counterclaimant  
*in propria persona*

# EXHIBIT A



# Preflight Summary Report for: C-03-CV-24-003218 - Copy of Note - Debt Instrument (1).pdf

Profile: Create inventory (Processed pages 1 to 3)

Processed by sasha, Date: 11/12/2025 9:27 PM

## Document information

File name: "C-03-CV-24-003218 - Copy of Note - Debt Instrument (1).pdf"

Path: "C:\Users\sasha\OneDrive\Documents\Foreclosure\NOTE"

PDF version number: "1.6"

File size (KB): 437.7

Creator: "Aspose Ltd."

Producer: "Aspose.PDF for .NET 21.1"

Created: "8/26/2024 3:11 PM"

Modified: "10/23/2025 10:52 AM"

Trapping: "Unknown"

Number of plates: 4

Names of plates: "(Cyan) (Magenta) (Yellow) (Black) "

## Environment

Preflight, 18.6.0 (272)

Acrobat version: 25.001

Operating system: Microsoft Windows 10 Professional (Build 26200)

# Preflight Summary Report for: C-03-CV-24-003218 - Copy of Note - Debt Instrument (1).pdf

Profile: Create inventory (Processed pages 1 to 3)

Processed by sasha, Date: 11/12/2025 9:27 PM

## Metadata

Advanced

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## Font 1 (out of 4)

on page 1

Glyphs used in PDF:

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PostScript name: Arial-BoldMT

Encoding: WinAnsiEncoding

Font is a "base 14" font

Embedded: False

Font descriptors

Maximum height above the baseline: 1056

y-coordinate of the top of flat capital letters: 716

Maximum depth below the baseline: -376

Italic angle in degrees counterclockwise: 0

Width of the dominant vertical stems of glyphs: 136

Average width of characters: 0

Desired spacing between lines: 0

Maximum width of characters: 0

Width to use for un-encoded characters.: 0

Vertical width of the dominant horizontal stems of glyphs: 0

y-coordinate of the top of flat non-ascending lowercase letters:  
519

PostScript name: Arial-BoldMT

Various properties

Fixed-width font: False

Serif font: False

Symbolic font: False

Script font: False

Uses the Adobe Standard Roman Character Set: True

Italic: False

All-caps font: False

Small-caps font: False

Force bold at small text sizes: False



## Font 2 (out of 4)

on page 1

Glyphs used in PDF:

-	0	1	2	3	4	8	C
U+002D CID 45 hyphen	U+0030 CID 48 zero	U+0031 CID 49 one	U+0032 CID 50 two	U+0033 CID 51 three	U+0034 CID 52 four	U+0038 CID 56 eight	U+0043 CID 67 C
V	U+0056 CID 86 V						

### Font properties:

TrueType font: "ArialMT"

PostScript name: ArialMT

Encoding: WinAnsiEncoding

Font is a "base 14" font

Embedded: False

#### Font descriptors

Maximum height above the baseline: 1040

y-coordinate of the top of flat capital letters: 716

Maximum depth below the baseline: -325

Italic angle in degrees counterclockwise: 0

Width of the dominant vertical stems of glyphs: 88

Average width of characters: 0

Desired spacing between lines: 0

Maximum width of characters: 0

Width to use for un-encoded characters.: 0

Vertical width of the dominant horizontal stems of glyphs: 0

y-coordinate of the top of flat non-ascending lowercase letters:  
519

PostScript name: ArialMT

#### Various properties

Fixed-width font: False

Serif font: False

Symbolic font: False

Script font: False

Uses the Adobe Standard Roman Character Set: True

Italic: False

All-caps font: False

Small-caps font: False

Force bold at small text sizes: False



## Font 3 (out of 4)

on pages 1-3

Glyphs used in PDF:

	0	1	3	4	5	8	9
U+0020 CID 32 space	U+0030 CID 48 zero	U+0031 CID 49 one	U+0033 CID 51 three	U+0034 CID 52 four	U+0035 CID 53 five	U+0038 CID 56 eight	U+0039 CID 57 nine

### Font properties:

TrueType font: "Garamond"

PostScript name: Garamond

Encoding: WinAnsiEncoding

Embedded: True

Font descriptors

Maximum height above the baseline: 986

y-coordinate of the top of flat capital letters: 629

Maximum depth below the baseline: -307

Italic angle in degrees counterclockwise: 0

Width of the dominant vertical stems of glyphs: 64

Average width of characters: 0

Desired spacing between lines: 0

Maximum width of characters: 0

Width to use for un-encoded characters.: 0

Vertical width of the dominant horizontal stems of glyphs: 0

y-coordinate of the top of flat non-ascending lowercase letters:  
385

PostScript name: Garamond

Various properties

Fixed-width font: False

Serif font: True

Symbolic font: False

Script font: False

Uses the Adobe Standard Roman Character Set: True

Italic: False

All-caps font: False

Small-caps font: False

Force bold at small text sizes: False



## Font 4 (out of 4)

on pages 1-3

Glyphs used in PDF:

U+0021 CID 8 exclam	U+0022 CID 9 quotedbl	U+0023 CID 10 numbersign	U+0024 CID 11 dollar	U+0025 CID 12 percent	U+0026 CID 13 ampersand	U+0027 CID 14 quotesingle	U+0028 CID 15 parenleft
U+0029 CID 16 parenright	U+002A CID 17 asterisk	U+002C CID 19 comma	U+002D CID 20 hyphen	U+002E CID 21 period	U+002F CID 22 slash	U+0030 CID 23 zero	U+0031 CID 24 one
U+0032 CID 25 two	U+0033 CID 26 three	U+0034 CID 27 four	U+0035 CID 28 five	U+0036 CID 29 six	U+0037 CID 30 seven	U+0038 CID 31 eight	U+0039 CID 32 nine
U+003A CID 33 colon	U+003B CID 34 semicolon	U+0041 CID 40 A	U+0042 CID 41 B	U+0043 CID 42 C	U+0044 CID 43 D	U+0045 CID 44 E	U+0046 CID 45 F
U+0047 CID 46 G	U+0048 CID 47 H	U+0049 CID 48 I	U+004A CID 49 J	U+004B CID 50 K	U+004C CID 51 L	U+004D CID 52 M	U+004E CID 53 N
U+004F CID 54 O	U+0050 CID 55 P	U+0051 CID 56 Q	U+0052 CID 57 R	U+0053 CID 58 S	U+0054 CID 59 T	U+0055 CID 60 U	U+0056 CID 61 V
U+0057 CID 62 W	U+0058 CID 63 X	U+0059 CID 64 Y	U+005A CID 65 Z	U+005B CID 66 bracketleft	U+005D CID 68 bracketright	U+0061 CID 72 a	U+0062 CID 73 b
U+0063 CID 74 c	U+0064 CID 75 d	U+0065 CID 76 e	U+0066 CID 77 f	U+0067 CID 78 g	U+0068 CID 79 h	U+0069 CID 80 i	U+006A CID 81 j
U+006B CID 82 k	U+006C CID 83 l	U+006D CID 84 m	U+006E CID 85 n	U+006F CID 86 o	U+0070 CID 87 p	U+0071 CID 88 q	U+0072 CID 89 r
U+0073 CID 90 s	U+0074 CID 91 t	U+0075 CID 92 u	U+0076 CID 93 v	U+0077 CID 94 w	U+0078 CID 95 x	U+0079 CID 96 y	U+007A CID 97 z
U+007B CID 98 braceleft	U+00A3 CID 138 sterling						

### Font properties:

Type 0 font: "GDPFNTCI-GdPictureOCRFont"

PostScript name: GDPFNTCI-GdPictureOCRFont

Unicode CMap is present

Encoding: Identity-H

Font is a subset

Descendant fonts

CID Type 2 font: "GDPFNTCI-GdPictureOCRFont"

CID font system info

Issuer (Registry): "Adobe"

Unique name (Ordering): "Identity"

Supplement number (Supplement): 0

Embedded: True

Font descriptors

Maximum height above the baseline: 765

y-coordinate of the top of flat capital letters: 0

Maximum depth below the baseline: -239

Italic angle in degrees counterclockwise: 0

Width of the dominant vertical stems of glyphs: 0

Average width of characters: 449

Desired spacing between lines: 0

Maximum width of characters: 4406

Width to use for un-encoded characters.: 0

Vertical width of the dominant horizontal stems of glyphs: 0

y-coordinate of the top of flat non-ascending lowercase letters: 0

PostScript name: HMTPXN+GDPFNTCI-GdPictureOCRFont

Various properties

Fixed-width font: False

Serif font: False

Symbolic font: True

Script font: False

Uses the Adobe Standard Roman Character Set: False

Italic: False

All-caps font: False

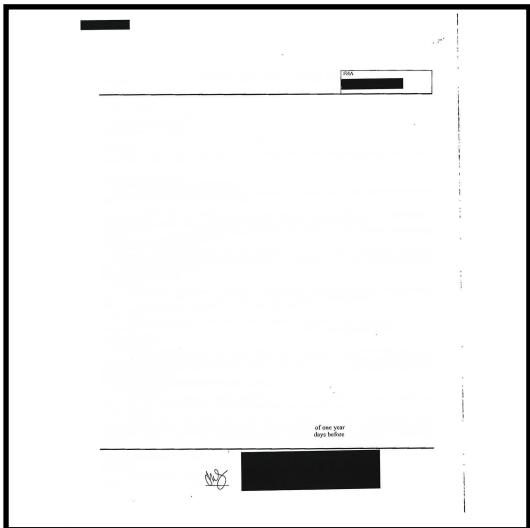
Small-caps font: False

Force bold at small text sizes: False



## Image 1 (out of 6)

on page 1



### Image properties:

Page 1: RGB

Width/Height (pixel): 1275/1650

Bits per color component: 8

Treated as a mask: False

Perform interpolation: False

Compression/encoding

ZIP/Flate compression (FlateDecode)

JPEG compression (DCTDecode)

DeviceRGB color space



## Image 2 (out of 6)

on page 1

Multistate  <b>ADJUSTABLE RATE NOTE</b> <small>Case No.</small>	
<small>APRIL 13, 2010 [Date]</small> <small>18 RICHARDSON RIDGE ROAD, UNIT #100, CATOMERVILLE, MD 21228 [Property Address]</small> <small>1. PARTIES</small> <small>"Borrower" means each person signing at the end of this Note, and the person's successors and assigns. "Lender" means WELLS FARGO BANK, N.A.</small> <small>and its successors and assigns.</small> <small>2. BORROWER'S PROMISE TO PAY INTEREST</small> <small>It is agreed by the Borrower and Lender that Borrower promises to pay the principal sum of <b>TWO HUNDRED FIFTY FOUR</b> <b>THOUSAND THREE HUNDRED EIGHT AND 00/100</b></small> <small>Dollars (U.S. \$ *****24,359.00 ), plus interest, to the order of Lender. Interest will be charged on unpaid principal,</small> <small>from the date of disbursement of the loan proceeds by Lender, at a rate of <b>FOUR AND ONE-QUARTER</b></small> <small>percent ( 4.25% ) per year until the full amount of principal has been paid. The interest rate may change</small> <small>in accordance with Paragraph 5(C) of this Note.</small> <small>3. PROMISE TO PAY SECURED</small> <small>Borrower's promise to pay is secured by a mortgage, deed of trust or similar security instrument that is dated the same date</small> <small>as this Note and is referred to as the "Security Instrument." That Security Instrument protects the Lender from losses which might result</small> <small>if Borrower defaults under this Note.</small> <small>4. MANNER OF PAYMENT</small> <small>(A) Date</small> <small>Borrower shall make a payment of principal and interest to Lender on the first day of each month beginning on</small> <small>JUNE 01, 2010, and on the first day of each month thereafter, until all principal and interest remaining on the first day of MAY</small> <small>2040, will be due on that date, which is called the "Maturity Date."</small> <small>(B) Place</small> <small>Payment shall be made at <b>WELLS FARGO HOME MORTGAGE, P.O. BOX 11701, NEWPORT, NC</b></small> <small>or at such other place as Lender may designate in writing</small> <small>by notice to Borrower.</small> <small>(C) Amount</small> <small>Initially, each monthly payment of principal and interest will be in the amount of U.S. \$ *****1,251.04 .</small> <small>This amount will be part of a larger monthly payment required by the Security Instrument that shall be applied to principal,</small> <small>interest and other items in the order described in the Security Instrument. This amount may change in accordance with</small> <small>Paragraph 5(D) of this Note.</small> <small>5. INTEREST RATE AND MONTHLY PAYMENT CHANGES</small> <small>(A) Change Date</small> <small>The interest rate may change on the first day of JULY, 2015, and on the first day every</small> <small>12th month thereafter. "Change Date" means each date on which the interest rate could change.</small> <small>(B) The Index</small> <small>Beginning with the first Change Date, the interest rate will be based on an index. "Index" means the weekly</small> <small>average yield of United States Treasury Securities adjusted to a constant maturity</small> <small>Revised Board. "Current Index" means the most recent index figure available 30</small> <small>days before the Change Date. If the Index (as</small> 	
<small>FHA Multistate Adjustable Rate Note - 0401</small> <small>©2009 WFB</small> <small>WFB Mortgage Solutions (00002779)</small>	

### Image properties:

Page 1: Image mask

Width/Height (pixel): 2120/2740

Bits per color component: 1

Treated as a mask: True

Perform interpolation: False

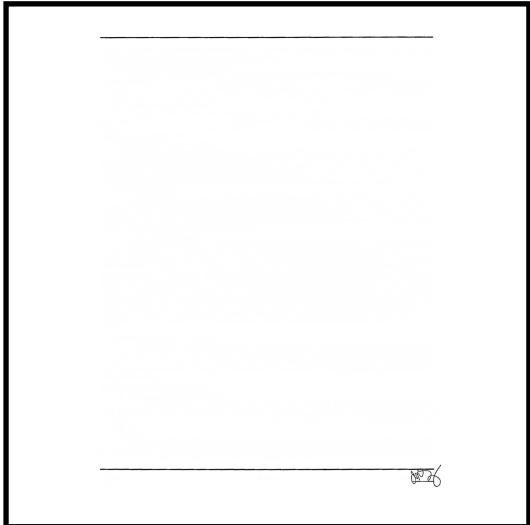
Compression/encoding

CCITT facsimile (CCITTFaxDecode)



## Image 3 (out of 6)

on page 2



### Image properties:

Page 2: RGB

Width/Height (pixel): 1275/1650

Bits per color component: 8

Treated as a mask: False

Perform interpolation: False

Compression/encoding

ZIP/Flate compression (FlateDecode)

JPEG compression (DCTDecode)

DeviceRGB color space



## Image 4 (out of 6)

on page 2

Section 5(D) of the Note states: "Lender will give Borrower notice of the new index, any increase or decrease in the interest rate, and any change in the monthly payment amount. Any increase or decrease in the interest rate will become effective on the first payment date which occurs at least 25 days after the date of the notice. Any increase or decrease in the monthly payment amount will become effective on the first payment date which occurs at least 25 days after the date of the notice. Lender will give Borrower notice of any increase or decrease in the interest rate and the date it was published, and the method of calculating the change in monthly payment amount, and (viii) any other information which may be required by law from time to time."

**(C) Calculation of Interest Rate Changes**

Section 5(E) of the Note states: "Before each Change Date, Lender will calculate a new interest rate by adding a margin of **.00%** AND **.75%** to the Current Index and rounding the sum to the nearest one-eighth of one percentage point(s) (1.125%). Subject to the limits stated in Paragraph 5(D) of this Note, this rounded amount will be the new interest rate until the next Change Date.

**(D) Change in Interest Rate Changes**

Section 5(F) of the Note states: "The new interest rate will never increase or decrease by more than **.00%** percentage point(s) (1.125%) on any single Change Date. The interest rate will never be more than **.50%** higher or lower than the initial interest rate stated in Paragraph 2 of this Note.

**(E) Notice of Payment Changes**

Section 5(G) of the Note states: "If the interest rate changes on a Change Date, Lender will calculate the amount of monthly payment of principal and interest which would be necessary to repay the unpaid principal balance as of the Month Date at the new interest rate through monthly equal payments, in manner which complies with the terms of the Note. Lender will reduce the principal balance of the Note by the amount of any prepayment made by the Borrower prior to the date of the change in interest rate. The result of this calculation will be the amount of the new monthly payment of principal and interest. The result of this calculation will be the amount of the new monthly payment of principal and interest.

**(F) Notice of Interest Rate Changes**

Section 5(H) of the Note states: "Lender will give notice to Borrower of any change in the interest rate and monthly payment amount. The notice must be given at least 25 days before the new monthly payment amount begins. In the first payment date which occurs at least 25 days after the date of the notice, (i) the date of the notice, (ii) the new interest rate, (iii) the new monthly payment amount, (iv) the new monthly payment date, and month and year, (v) the date it was published, (vi) the method of calculating the change in monthly payment amount, and (vii) any other information which may be required by law from time to time."

**6. BORROWER'S RIGHT TO PREPAY**

Section 5(I) of the Note states: "Borrower has the right to pay the debt evidenced by this Note, in whole or in part, without charge or penalty, on the first day of any month if Lender has received payment in full of all amounts due, and makes no further interest on the amount unpaid for the remainder of the month. In the event Borrower makes a partial payment by Lender but given the required notice, if the monthly payment amount is less than the amount due, then Borrower has the option to either (i) demand that Lender return to Borrower of any excess payment, with interest thereon at the Note rate, or (ii) demand that Lender apply the amount of the excess payment to the principal balance of the Note, in which case the amount of the excess payment, with interest thereon at the Note rate, will be applied as payment of principal. Lender's obligation to return any excess payment with interest thereon at the Note rate, will be applied as payment of principal. Lender's obligation to return any excess payment with interest thereon at the Note rate, will be applied as payment of principal even if this Note is otherwise assigned before the demand for return is made."

**7. BORROWER'S FAILURE TO PAY**

**(A) Late Charge for Overdue Payments**

Section 5(J) of the Note states: "Lender has not received the full monthly payment required by the Security Instruments, as described in Paragraph 4(C) of this Note, by the end of fifteen calendar days after the payment is due, Lender may collect a late charge in the amount of **.00%** AND **.00%** of the overdue amount of each payment.

**(B) Default**

Section 5(K) of the Note states: "If Borrower defaults by failing to pay in full any monthly payment, then Lender may, except as limited by regulations of the Secretary in the case of payment defaults, require immediate payment in full of the principal balance remaining due and all accrued interest. Lender may choose not to exercise this option without waiving its rights in the event of any subsequent default."

100%  
Page 2 of 3  
100%

### Image properties:

Page 2: Image mask

Width/Height (pixel): 2136/2748

Bits per color component: 1

Treated as a mask: True

Perform interpolation: False

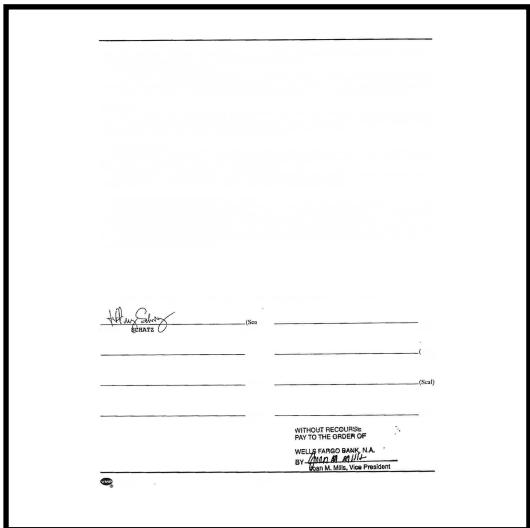
Compression/encoding

CCITT facsimile (CCITTFaxDecode)



## Image 5 (out of 6)

on page 3



### Image properties:

Page 3: RGB

Width/Height (pixel): 1275/1650

Bits per color component: 8

Treated as a mask: False

Perform interpolation: False

Compression/encoding

ZIP/Flate compression (FlateDecode)

JPEG compression (DCTDecode)

DeviceRGB color space





## Form XObject 1 (out of 3)

on page 1

013348

### Form XObject properties:

Page 1: (Inch): 2.26x0.183 (0.0/-0.167/2.26/0.0167)

Form transformation matrix (1.0/0.0/0.0/1.0/0.0/0.0)

Form bounding box (Inch): 2.26x0.183 (0.0/-0.167/2.26/0.0167)

PagePiece info is present

Layer group "Headers/Footers"

Name: "Headers/Footers"

Intent

View



## Form XObject 2 (out of 3)

on page 2

A large, empty rectangular form object with a black border. It occupies most of the page area.

013349

### Form XObject properties:

Page 2: (Inch): 2.26x0.183 (0.0/-0.167/2.26/0.0167)

Form transformation matrix (1.0/0.0/0.0/1.0/0.0/0.0)

Form bounding box (Inch): 2.26x0.183 (0.0/-0.167/2.26/0.0167)

PagePiece info is present

Layer group "Headers/Footers"

Name: "Headers/Footers"

Intent

View



## Form XObject 3 (out of 3)

on page 3

A large, empty rectangular box with a black border, representing the form object. It occupies most of the page area.

013350

### Form XObject properties:

Page 3: (Inch): 2.26x0.183 (0.0/-0.167/2.26/0.0167)

Form transformation matrix (1.0/0.0/0.0/1.0/0.0/0.0)

Form bounding box (Inch): 2.26x0.183 (0.0/-0.167/2.26/0.0167)

PagePiece info is present

Layer group "Headers/Footers"

Name: "Headers/Footers"

Intent

View

Multistate

## ADJUSTABLE RATE NOTE

FHA Case No. [REDACTED]

APRIL 13, 2010

[Date]

18 EDMONDSON RIDGE ROAD,  
CATONSVILLE, MD 21228

[Property Address]

**1. PARTIES**

"Borrower" means each person signing at the end of this Note, and the person's successors and assigns. "Lender" means WELL'S FARGO BANK, N.A.

and its successors and assigns.

**2. BORROWER'S PROMISE TO PAY; INTEREST**

In return for a loan received from Lender, Borrower promises to pay the principal sum of TWO HUNDRED FIFTY FOUR THOUSAND THREE HUNDRED EIGHT AND 00/100

Dollars (U.S. \$ \*\*\*\*\*254,308.00), plus interest, to the order of Lender. Interest will be charged on unpaid principal, from the date of disbursement of the loan proceeds by Lender, at a rate of FOUR AND ONE-QUARTER percent ( 4.250 %) per year until the full amount of principal has been paid. The interest rate may change in accordance with Paragraph 5(C) of this Note.

**3. PROMISE TO PAY SECURED**

Borrower's promise to pay is secured by a mortgage, deed of trust or similar security instrument that is dated the same date as this Note and called the "Security Instrument." That Security Instrument protects the Lender from losses which might result if Borrower defaults under this Note.

**4. MANNER OF PAYMENT****(A) Time**

Borrower shall make a payment of principal and interest to Lender on the first day of each month beginning on JUNE 01, 2010. Any principal and interest remaining on the first day of MAY, 2040, will be due on that date, which is called the "Maturity Date."

**(B) Place**

Payment shall be made at WELL'S FARGO HOME MORTGAGE, P.O. BOX 11701, NEWARK, NJ 071014701 or at such other place as Lender may designate in writing by notice to Borrower.

**(C) Amount**

Initially, each monthly payment of principal and interest will be in the amount of U.S. \$ \*\*\*\*\*1,251.04. This amount will be part of a larger monthly payment required by the Security Instrument that shall be applied to principal, interest and other items in the order described in the Security Instrument. This amount may change in accordance with Paragraph 5(E) of this Note.

**5. INTEREST RATE AND MONTHLY PAYMENT CHANGES****(A) Change Date**

The interest rate may change on the first day of JULY, 2015, and on that day every 12th month thereafter. "Change Date" means each date on which the interest rate could change.

**(B) The Index**

Beginning with the first Change Date, the interest rate will be based on an Index. "Index" means the weekly average yield on United States Treasury Securities adjusted to a constant maturity of one year, as made available by the Federal Reserve Board. "Current Index" means the most recent Index figure available 30 days before the Change Date. If the Index (as

defined above) is no longer available, Lender will use as a new Index any index prescribed by the Secretary (as defined in Paragraph 7(B)). Lender will give Borrower notice of the new Index.

**(C) Calculation of Interest Rate Changes**

Before each Change Date, Lender will calculate a new interest rate by adding a margin of **ONE AND THREE-QUARTERS** percentage point(s) (**1.750** %) to the Current Index and rounding the sum to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated in Paragraph 5(D) of this Note, this rounded amount will be the new interest rate until the next Change Date.

**(D) Limits on Interest Rate Changes**

The existing interest rate will never increase or decrease by more than **ONE** percentage point(s) (**1** %) on any single Change Date. The interest rate will never be more than **FIVE** percentage points (**5** %) higher or lower than the initial interest rate stated in Paragraph 2 of this Note.

**(E) Calculation of Payment Change**

If the interest rate changes on a Change Date, Lender will calculate the amount of monthly payment of principal and interest which would be necessary to repay the unpaid principal balance in full at the Maturity Date at the new interest rate through substantially equal payments. In making such calculation, Lender will use the unpaid principal balance which would be owed on the Change Date if there had been no default in payment on the Note, reduced by the amount of any prepayments to principal. The result of this calculation will be the amount of the new monthly payment of principal and interest.

**(F) Notice of Changes**

Lender will give notice to Borrower of any change in the interest rate and monthly payment amount. The notice must be given at least 25 days before the new monthly payment amount is due, and must set forth (i) the date of the notice, (ii) the Change Date, (iii) the old interest rate, (iv) the new interest rate, (v) the new monthly payment amount, (vi) the Current Index and the date it was published, (vii) the method of calculating the change in monthly payment amount, and (viii) any other information which may be required by law from time to time.

**(G) Effective Date of Changes**

A new interest rate calculated in accordance with Paragraphs 5(C) and 5(D) of this Note will become effective on the Change Date. Borrower shall make a payment in the new monthly amount beginning on the first payment date which occurs at least 25 days after Lender has given Borrower the notice of changes required by Paragraph 5(F) of this Note. Borrower shall have no obligation to pay any increase in the monthly payment amount calculated in accordance with Paragraph 5(E) of this Note for any payment date occurring less than 25 days after Lender has given the required notice. If the monthly payment amount calculated in accordance with Paragraph 5(E) of this Note decreased, but Lender failed to give timely notice of the decrease and Borrower made any monthly payment amounts exceeding the payment amount which should have been stated in a timely notice, then Borrower has the option to either (i) demand the return to Borrower of any excess payment, with interest thereon at the Note rate (a rate equal to the interest rate which should have been stated in a timely notice), or (ii) request that any excess payment, with interest thereon at the Note rate, be applied as payment of principal. Lender's obligation to return any excess payment with interest on demand is not assignable even if this Note is otherwise assigned before the demand for return is made.

**6. BORROWER'S RIGHT TO PREPAY**

Borrower has the right to pay the debt evidenced by this Note, in whole or in part, without charge or penalty, on the first day of any month. Lender shall accept prepayment on other days provided that borrower pays interest on the amount prepaid for the remainder of the month to the extent required by Lender and permitted by regulations of the Secretary. If Borrower makes a partial prepayment, there will be no changes in the due date or in the amount of the monthly payment unless Lender agrees in writing to those changes.

**7. BORROWER'S FAILURE TO PAY**

**(A) Late Charge for Overdue Payments**

If Lender has not received the full monthly payment required by the Security Instrument, as described in Paragraph 4(C) of this Note, by the end of fifteen calendar days after the payment is due, Lender may collect a late charge in the amount of **FOUR** percent (**4.000** %) of the overdue amount of each payment.

**(B) Default**

If Borrower defaults by failing to pay in full any monthly payment, then Lender may, except as limited by regulations of the Secretary in the case of payment defaults, require immediate payment in full of the principal balance remaining due and all accrued interest. Lender may choose not to exercise this option without waiving its rights in the event of any subsequent

default. This Note does not authorize acceleration when not permitted by HUD regulations. As used in this Note, "Secretary" means the Secretary of Housing and Urban Development or his or her designee.

**(C) Payment of Costs and Expenses**

If Lender has required immediate payment in full, as described above, Lender may require Borrower to pay costs and expenses including reasonable and customary attorneys' fees for enforcing this Note to the extent not prohibited by applicable law. Such fees and costs shall bear interest from the date of disbursement at the same rate as the principal of this Note.

**8. WAIVERS**

Borrower and any other person who has obligations under this Note waive the rights of presentment and notice of dishonor. "Presentment" means the right to require Lender to demand payment of amounts due. "Notice of dishonor" means the right to require Lender to give notice to other persons that amounts due have not been paid.

**9. GIVING OF NOTICES**

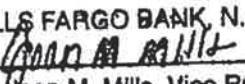
Unless applicable law requires a different method, any notice that must be given to Borrower under this Note will be given by delivering it or by mailing it by first class mail to Borrower at the property address above or at a different address if Borrower has given Lender a notice of Borrower's different address.

Any notice that must be given to Lender under this Note will be given by first class mail to Lender at the address stated in Paragraph 4(B) or at a different address if Borrower is given a notice of that different address.

**10. OBLIGATIONS OF PERSONS UNDER THIS NOTE**

If more than one person signs this Note, each person is fully and personally obligated to keep all of the promises made in this Note, including the promise to pay the full amount owed. Any person who is a guarantor, surety or endorser of this Note is also obligated to do these things. Any person who takes over these obligations, including the obligations of a guarantor, surety or endorser of this Note, is also obligated to keep all of the promises made in this Note. Lender may enforce its rights under this Note against each person individually or against all signatories together. Any one person signing this Note may be required to pay all of the amounts owed under this Note.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Note.

 JEFFREY SCHATZ	(Seal) -Borrower	(Seal) -Borrower
	WITHOUT RECOURSE PAY TO THE ORDER OF WELLS FARGO BANK, N.A. BY  Joan M. Mills, Vice President	

default. This Note does not authorize acceleration when not permitted by HUD regulations. As used in this Note, "Secretary" means the Secretary of Housing and Urban Development or his or her designee.

**(C) Payment of Costs and Expenses**

If Lender has required immediate payment in full, as described above, Lender may require Borrower to pay costs and expenses, including reasonable and customary attorney's fees, for enforcing this Note, to the extent not prohibited by applicable law. Such fees and costs shall bear interest from the date of disbursement at the same rate as the principal of this Note.

**8. WAIVERS**

Borrower and any other person who has obligations under this Note waive the rights of presentation and notice of dishonor. "Presentation" means the right to require Lender to demand payment of amounts due. "Notice of dishonor" means the right to require Lender to give notice to other persons that amounts due have not been paid.

**9. GIVING OF NOTICES**

Unless applicable law requires a different method, any notice that must be given to Borrower under this Note will be given by delivering it, or, by mailing it, by first class mail to Borrower at the property address above or at a different address if Borrower has given Lender a notice of Borrower's different address.

Any notice that must be given to Lender under this Note will be given by first class mail to Lender at the address stated in Paragraph 4(B) or at a different address if Borrower is given a notice of that different address.

**10. OBLIGATIONS OF PERSONS UNDER THIS NOTE**

If more than one person signs this Note, each person is fully and personally obligated to keep all of the promises made in this Note, including the promise to pay the full amount owed. Any person who is a guarantor, surety or endorser of this Note is also obligated to do these things. Any person who takes over these obligations, including the obligations of a guarantor, surety, or endorser of this Note, is also obligated to keep all of the promises made in this Note. Lender may enforce its rights under this Note against each person individually or against all signatories together. Any one person signing this Note may be required to pay all of the amounts owed under this Note.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Note.

 \_\_\_\_\_ (Seal) \_\_\_\_\_  
JEP FREY CHATE \_\_\_\_\_ Borrower \_\_\_\_\_ Borrower

\_\_\_\_\_ (Seal) \_\_\_\_\_ (Seal)  
\_\_\_\_\_ Borrower \_\_\_\_\_ Borrower

\_\_\_\_\_ (Seal) \_\_\_\_\_ (Seal)  
\_\_\_\_\_ Borrower \_\_\_\_\_ Borrower

\_\_\_\_\_ (Seal) \_\_\_\_\_ (Seal)  
\_\_\_\_\_ Borrower \_\_\_\_\_ Borrower

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PAY TO THE ORDER OF

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defined above) is no longer available, Lender will use as a new Index any index prescribed by the Secretary (as defined in Paragraph X(B)). Lender will give Borrower notice of the new Index.

(C) **Calculation of Interest Rate Changes**  
Before each Change Date, Lender will calculate a new interest rate by adding a margin of ONE AND THREE-QUARTERS percentage point(s) (1.750 %) to the Current Index and rounding the sum to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated in Paragraph 5(D) of this Note, this rounded amount will be the new interest rate until the next Change Date.

(D) **Limits on Interest Rate Changes**  
The existing interest rate will never increase or decrease by more than ONE percentage point(s) (1.750 %) on any single Change Date. The interest rate will never be more than FIVE percentage points (5.000 %) higher or lower than the initial interest rate stated in Paragraph 2 of this Note.

(E) **Calculation of Payment Change**  
If the interest rate changes on a Change Date, Lender will calculate the amount of monthly payments of principal and interest which would be necessary to repay the unpaid principal balance in full at the Maturity Date at the new interest rate through substantially equal payments. In making such calculation, Lender will use the unpaid principal balance which would be owed on the Change Date if there had been no default in payment on this Note, reduced by the amount of any prepayments to principal. The result of this calculation will be the amount of the new monthly payment of principal and interest.

(F) **Notice of Changes**  
Lender will give notice to Borrower of any change in the interest rate and monthly payment amount. The notice must be given at least 25 days before the new monthly payment amount is due and must set forth: (i) the date of the notice; (ii) the Change Date; (iii) the old interest rate; (iv) the new interest rate; (v) the new monthly payment amount; (vi) the Current Index; and the date it was published; (vii) the method of calculating the change in monthly payment amount; and (viii) any other information which may be required by law from time to time.

(G) **Effective Date of Changes**  
A new interest rate calculated in accordance with Paragraphs 5(C) and 5(D) of this Note will become effective on the Change Date. Borrower shall make a payment in the new monthly amount beginning on the first payment date which occurs at least 25 days after Lender has given Borrower the notice of changes required by Paragraph 5(F) of this Note. Borrower shall have no obligation to pay any interest on the monthly payment amounts calculated in accordance with Paragraph 5(E) of this Note for any payment date occurring less than 25 days after Lender has given the required notice. If the monthly payment amount calculated in accordance with Paragraph 5(E) of this Note decreased, but Lender failed to give timely notice of the decrease and Borrower made any monthly payment amounts exceeding the payment amounts which should have been paid in a timely notice, then Borrower has the option to either: (i) demand the return to Borrower of any excess payment, with interest thereon at the Note rate (a rate equal to the interest rate which should have been stated in a timely notice), or (ii) request that any excess payment, with interest thereon at the Note rate, be applied as payment of principal. Lender's obligation to return any excess payment with interest or a demand is not assignable even if this Note is otherwise assigned before the demand for return is made.

**6. BORROWER'S RIGHT TO PREPAY**  
Borrower has the right to pay the debt evidenced by this Note, in whole or in part, without charge or penalty, on the first day of any month. Lender shall accept payment on other days provided that borrower pays interest on the amount prepaid or the remainder of the month to the extent required by Lender and permitted by regulations of the Secretary. If Borrower makes a partial prepayment, there will be no changes in the due date or in the amount of the monthly payment unless Lender agrees in writing to those changes.

**7. BORROWER'S FAILURE TO PAY**

- (A) **Late Charge for Overdue Payments**  
If Lender has not received the full monthly payment required by the Security Instrument, as described in Paragraph 4(C) of this Note, by the end of fifteen calendar days after the payment is due, Lender may collect a late charge in the amount of FOUR percent (4.00%) of the overdue amount of each payment.
- (B) **Default**  
If Borrower defaults by failing to pay in full any monthly payment, then Lender may, except as limited by regulations of the Secretary, in the case of payment default require immediate payment in full of the principal balance remaining due and all accrued interest. Lender may choose not to exercise this option without waiving its rights in the event of any subsequent default.

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Page: 2

Page 2 of 3

Initials:

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the amount of any prepayments to principal and interest.

payment amount. The notice must (i) the date of the notice, (ii) the amount, (vi) the Current Index amount, and (viii) any other

Note will become effective on the first payment date which occurs at (I) of this Note. Borrower shall agree with Paragraph 5(E) of this notice. If the monthly payment is to be given timely notice of the high should have been stated in a any excess payment, with interest timely notice), or (ii) request that Lender's obligation to return any d before the demand for return is

ut charge or penalty, on the first interest on the amount prepaid for & Secretary. If Borrower makes a payment unless Lender agrees in

ment, as described in Paragraph 7(e) a late charge in the amount of 5% off the overdue amount

, except as limited by regulations etal balance remaining due and in the event of any subsequent

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**1. PARTIES**

"Borrower" means each person signing at  
**WELLS FARGO BANK, N.A.**

and its successors and assigns.

**2. BORROWER'S PROMISE TO PAY; INTEREST**

In return for a loan received from Lender,  
**THOUSAND THREE HUNDRED EIGHT AND**

Dollars (U.S. \$ \*\*\*\* \* 254,308.00 ),  
from the date of disbursement of the loan proceeds  
percent ( 4.250 %) per year  
in accordance with Paragraph 5(C) of this Note.

**3. PROMISE TO PAY SECURED**

Borrower's promise to pay is secured by a  
as this Note and called the "Security Instrument"  
if Borrower defaults under this Note.

**4. MANNER OF PAYMENT****(A) Time**

Borrower shall make a payment of  
**JUNE 01**, 2010. Any  
2040, will be due on that date, which is

**(B) Place**

Payment shall be made at **WELLS FARGO**  
071014701  
by notice to Borrower.

**(C) Amount**

Initially, each monthly payment of \$  
This amount will be part of a larger monthly  
interest and other items in the order described  
Paragraph 5(D) of this Note.

**5. INTEREST RATE AND MONTHLY PAYMENTS****(A) Change Date**

The interest rate may change on the first  
12th month thereafter. "Change Date" means each

**(B) The Index**

Beginning with the first Change Date,  
average yield on United States Treasury Securities  
Reserve Board. "Current Index" means the most recent  
Reserve Board. "Current Index" means the most recent Index figure available 30 days before the Change Date. If the Index (as

FHA Multistate Adjustable Rate Note 94494

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VMP Mortgage Solutions (800)521-72961

Page 1 of 3  
Page 1 of 3

Initials: 

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**ADJUSTABLE RATE NOTE**

Multistate

APRIL 13, 2010 [Date]  
18 EDMONDSON RIDGE ROAD [Property Address]  
CATONSVILLE MD 21228 [Property Address]

**1. PARTIES**  
"Borrower" means each person signing at the end of this Note and the person's successors and assigns. "Lender" means WELLS FARGO BANK, N.A.  
and its successors and assigns.

**2. BORROWER'S PROMISE TO PAY; INTEREST**  
In return for a loan received from Lender, Borrower promises to pay the principal sum of TWO HUNDRED FIFTY FOUR THOUSAND THREE HUNDRED EIGHT AND 00/100.

Dollars (U.S. \$ \*\*\*\* \* 254,308.00 ), plus interest to the order of Lender. Interest will be charged on unpaid principal from the date of disbursement of the loan proceeds by Lender at a rate of FOUR AND ONE QUARTER percent ( 4.250 %) per year until the full amount of principal has been paid. The interest rate may change in accordance with Paragraph 5(C) of this Note.

**3. PROMISE TO PAY SECURED**  
Borrower's promise to pay is secured by a mortgage, deed of trust, or similar security instrument that is dated the same date as this Note and called the "Security Instrument." That Security instrument protects the Lender from losses which might result if Borrower defaults under this Note.

**4. MANNER OF PAYMENT**

(A) Time  
Borrower shall make a payment of principal and interest to Lender on the first day of each month beginning on JUNE 01, 2010. Any principal and interest remaining on the first day of MAY 2040, will be due on that date, which is called the "Maturity Date."

(B) Place  
Payment shall be made at **WELLS FARGO HOME MORTGAGE, P.O. BOX 11701, NEWARK, NJ 071014701** or at such other place as Lender may designate in writing by notice to Borrower.

(C) Amount  
Initially, each monthly payment of principal and interest will be in the amount of U.S. \$ \*\*\*\* \* 1,251.04. This amount will be part of a larger monthly payment required by the Security Instrument that shall be applied to principal, interest and other items in the order described in the Security Instrument. This amount may change in accordance with Paragraph 5(E) of this Note.

**5. INTEREST RATE AND MONTHLY PAYMENT CHANGES**

(A) Change Date  
The interest rate may change on the first day of JULY 2015, and on that day, every 12th month thereafter. "Change Date" means each date on which the interest rate could change.

(B) The Index  
Beginning with the first Change Date, the interest rate will be based on an Index. "Index" means the weekly average yield on United States Treasury Securities adjusted to a constant maturity of one year, made available by the Federal Reserve Board. "Current Index" means the most recent Index figure available 30 days before the Change Date. If the Index (as

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BY SIGNING BELOW, Borrower accepts a



JEFFREY SCHATZ

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default. This Note does not authorize acceleration when not permitted by HUD regulations. As used in this Note, "Secretary" means the Secretary of Housing and Urban Development or his or her designee.

**(C) Payment of Costs and Expenses**

If Lender has required immediate payment in full, as described above, Lender may require Borrower to pay costs and expenses including reasonable and customary attorney's fees for enforcing this Note to the extent not prohibited by applicable law. Such fees and costs shall bear interest from the date of disbursement at the same rate as the principal of this Note.

**8. WAIVERS**

Borrower and any other person who has obligations under this Note waive the rights of presentation and notice of dishonor. "Presentation" means the right to require Lender to demand payment of amounts due. "Notice of dishonor" means the right to require Lender to give notice to other persons that amounts due have not been paid.

**9. GIVING OF NOTICES**

Unless applicable law requires a different method, any notice that must be given to Borrower under this Note will be given by delivering it or by mailing it by first class mail to Borrower at the property address above or at a different address if Borrower has given Lender a notice of Borrower's different address.

Any notice that must be given to Lender under this Note will be given by first class mail to Lender at the address stated in Paragraph 4(B) or at a different address if Borrower is given a notice of that different address.

**B. OBLIGATIONS OF PERSONS UNDER THIS NOTE**

If more than one person signs this Note, each person is fully and personally obligated to keep all of the promises made in this Note, including the promise to pay the full amount owed. Any person who is a guarantor, surety or endorser of this Note is also obligated to do these things. Any person who takes over these obligations, including the obligations of a guarantor, surety or endorser of this Note, is also obligated to keep all of the promises made in this Note. Lender may enforce its rights under this Note against each person individually or against all signatories together. Any one person signing this Note may be required to pay all of the amounts owed under this Note.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Note.

  
JEFFREY S. CREATE

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-Borrower

(Seal)  
-Borrower



(Seal)  
-Borrower

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-Borrower



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PAY TO THE ORDER OF~~

WELLS FARGO BANK, N.A.

BY Joan M. Mills

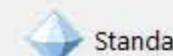
Joan M. Mills, Vice President



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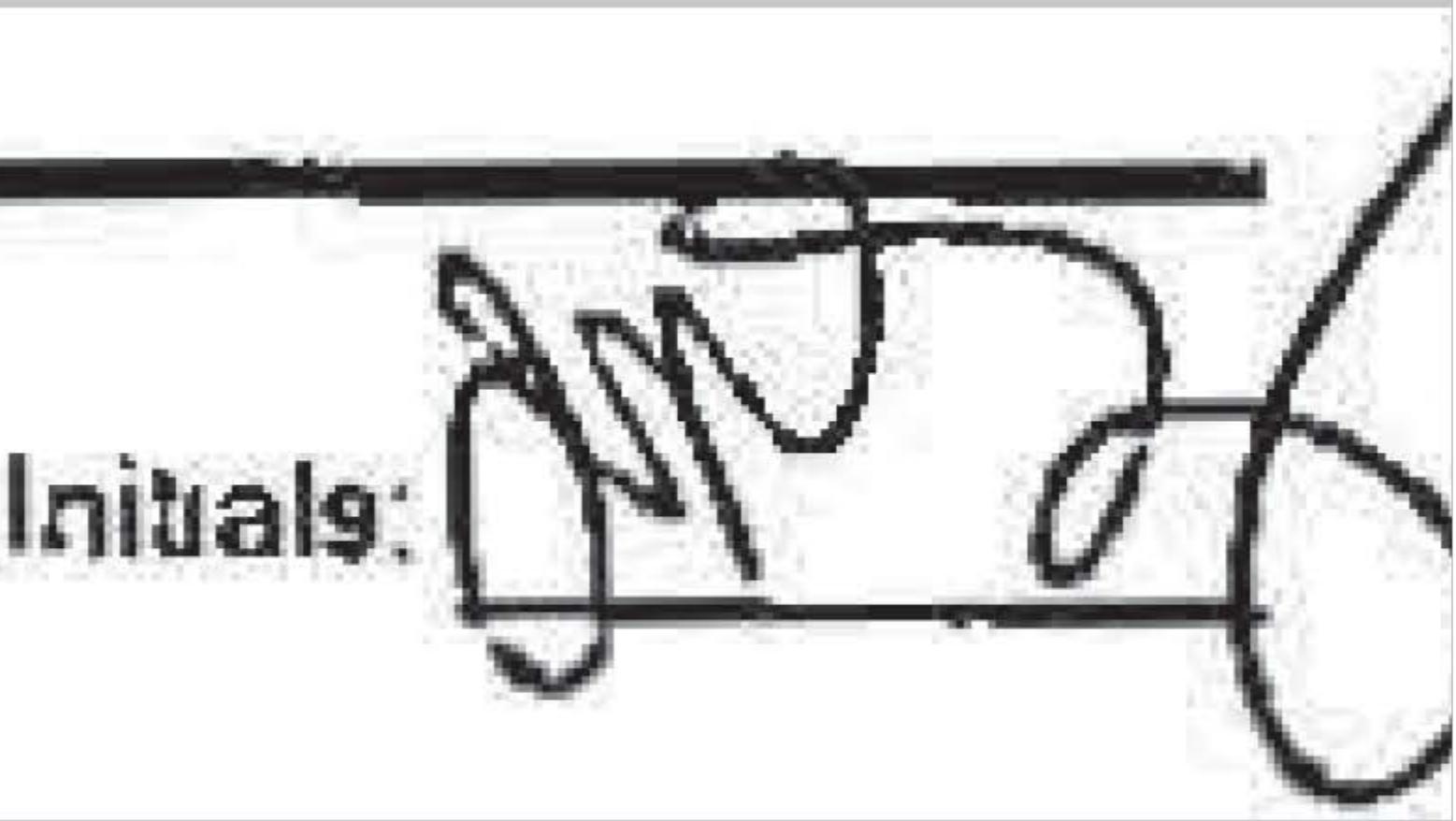


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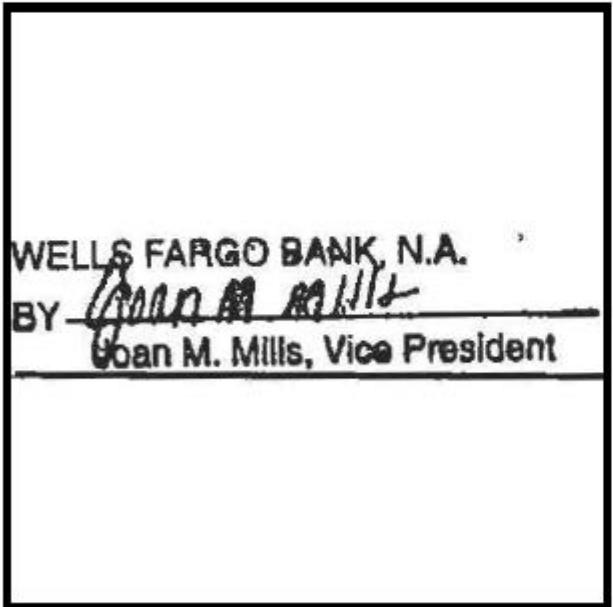
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WITHOUT RECOURSE  
PAY TO THE ORDER OF

WELLS FARGO BANK, N.  
BY Joan M. Mills  
Joan M. Mills, Vice P

TO THE ORDER OF

SARACEN BANK



**WITHOUT RECOURSE  
PAY TO THE ORDER OF**

**WELLS FARGO BANK, N.A.**

**BY Jean M. Mills**

**Joan M. Mills, Vice President**

## **8. WAIVERS**

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## **10. OBLIGATIONS OF PERSONS UNDER THIS NOTE**

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BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Note.

 JEFFREY SCHATZ	(Seal) -Borrower	(Seal) -Borrower
	WITHOUT RECOURSE PAY TO THE ORDER OF	
	WELLS FARGO BANK, N.A. BY  Joan M. Mills, Vice President	

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**(C) Payment of Costs and Expenses:**

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**9. GIVING OF NOTICES**

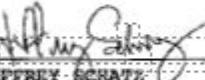
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BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Note.

  
\_\_\_\_\_  
**JEFFREY SCHATZ** \_\_\_\_\_ (Seal)  
\_\_\_\_\_  
-Borrower \_\_\_\_\_ (Seal)  
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-Borrower

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**WITHOUT RE COURSE  
PAY TO THE ORDER OF**

**WELLS FARGO BANK, N.A.**

BY   
**Joan M. Mills, Vice President**

son signs this Note, each person  
promise to pay the full amount  
things. Any person who takes  
is also obligated to keep all  
individually or against all signers.

Unless applicable law requires delivery in writing,  
by delivering it or by mailing it in an envelope  
Borrower has given Lender a valid notice.

Any notice that must be given under  
Paragraph 4(B) or at a different address

Unless applicable law requires otherwise,  
by delivering it or by mailing it to the address  
set forth in Paragraph 4(B), or by electronic  
means if the parties have agreed to do so.

Borrower has given Lender a notice of  
non-compliance with the terms of this Note  
in accordance with Paragraph 4(B).

Any notice that must be given under

Paragraph 4(B) or at a different address

shall be given in accordance with Paragraph  
4(B) or at a different address if the parties  
have agreed to do so.

ay require immediate payment in ful  
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Multistate

## ADJUSTABLE RATE NOTE

APRIL 13, 2010

(Buy)

18 EDMONDSON RIDGE ROAD,  
CATONSVILLE, MD 21228

(Property Address)

### 1. PARTIES

"Borrower" means each person signing at the end of this Note, and the person's successors and assigns. "Lender" means WELLS FARGO BANK, N.A.

and its successors and assigns.

### 2. BORROWER'S PROMISE TO PAY; INTEREST

In return for a loan received from Lender, Borrower promises to pay the principal sum of TWO HUNDRED FIFTY FOUR THOUSAND THREE HUNDRED EIGHT AND 00/100

Dollars (U.S. \$ \*\*\*\*\*254,308.00), plus interest, to the order of Lender. Interest will be charged on unpaid principal, from the date of disbursement of the loan proceeds by Lender, at a rate of FOUR AND ONE-QUARTER percent ( 4.25% ) per year until the full amount of principal has been paid. The interest rate may change in accordance with Paragraph 5(C) of this Note.

### 3. PROMISE TO PAY SECURED

Borrower's promise to pay is secured by a mortgage, deed of trust or similar security instrument that is dated the same date as this Note and called the "Security Instrument." That Security Instrument protects the Lender from losses which might result if Borrower defaults under this Note.

### 4. MANNER OF PAYMENT

#### (A) Time

Borrower shall make a payment of principal and interest to Lender on the first day of each month beginning on JUNE 01, 2010. Any principal and interest remaining on the first day of MAY 2040, will be due on that date, which is called the "Maturity Date."

#### (B) Place

Payment shall be made at WELLS FARGO HOME MORTGAGE, P.O. BOX 11701, NEWARK, NJ 07101-1701 or at such other place as Lender may designate in writing by notice to Borrower.

#### (C) Amount

Initially, each monthly payment of principal and interest will be in the amount of U.S. \$ \*\*\*\*\*1,251.04. This amount will be part of a larger monthly payment required by the Security Instrument that shall be applied to principal, interest and other items in the order described in the Security Instrument. This amount may change in accordance with Paragraph 5(B) of this Note.

### 5. INTEREST RATE AND MONTHLY PAYMENT CHANGES

#### (A) Change Date

The interest rate may change on the first day of JULY 2005, and on that day every 12th month thereafter. "Change Date" means each date on which the interest rate could change.

#### (B) The Index

Beginning with the first Change Date, the interest rate will be based on an Index. "Index" means the weekly average yield on United States Treasury Securities adjusted to an instant maturity of one year, as made available by the Federal Reserve Board. "Current Index" means the most recent Index figure available 100 days before the Change Date. The Index (as

FHA Multistate Adjustable Rate Note - 04004

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Wells Fargo Source (900) 921-7291

Page 1 of 3  
Page 1 of 3



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defined above) is no longer available, Lender will use a new Index as any index expressed by the Secretary (as defined in Paragraph 7(B)) Lender will give Borrower notice of the new Index.

**(C) Calculation of Interest Rate Changes**

Before each Change Date, Lender will calculate the new interest rate by adding or subtracting a margin of **ONE AND THREE-FOURTHS** percentage point(s) ((**1.75%** %)) to the Current Index and rounding the sum to the nearest one-eighth of one percentage point (**0.125%**). Subject to the limits stated in Paragraph 5(D) of this Note, this rounded amount will be the new interest rate until the next Change Date.

**(D) Limits on Interest Rate Changes**

The existing interest rate will never increase or decrease by more than **ONE** percentage point(s) ((**1.00%** %)) on any single Change Date. The interest rate will move by more than **FIVE** percentage points((**5.00%** %)) higher or lower than the initial interest rate stated in Paragraph 2 of this Note.

**(E) Calculation of Payment Change**

If the interest rate changes on a Change Date, Lender will calculate the amount of monthly payment of principal and interest which would be necessary to repay the unpaid principal balance in full at the Maturity Date at the new interest rate through substantially equal payments. In making such calculation, Lender will use the unpaid principal balance which would be owed on the Change Date if there had been no default in payment on the Note, reduced by the amount of any prepayments to principal. The result of this calculation will be the amount of the new monthly payment of principal and interest.

**(F) Notice of Changes**

Lender will give notice to Borrower of any change in the interest rate and monthly payment amount. The notice must be given at least 25 days before the new monthly payment amount is due, and must set forth (i) the date of the notice, (ii) the Change Date, (iii) the old interest rate, (iv) the new interest rate, (v) the new monthly payment amount, (vi) the Current Index and the date it was published, (vii) the method of calculating the change in monthly payment amount, and (viii) any other information which may be required by law from time to time.

**(G) Effective Date of Changes**

A new interest rate calculated in accordance with Paragraphs 5(C) and 5(D) of this Note will become effective on the Change Date. Borrower shall make a payment in the new monthly amount beginning on the first payment date which occurs at least 25 days after Lender has given Borrower the notice of changes required by Paragraph 5(F) of this Note. Borrower shall have no obligation to pay any increase in the monthly payment amount calculated in accordance with Paragraph 5(E) of this Note for any payment date occurring less than 25 days after Lender has given the required notice. If the monthly payment amount calculated in accordance with Paragraph 5(E) of this Note decreased, but Lender failed to give timely notice of the decrease and Borrower made any monthly payment amounts exceeding the payment amount which should have been stated in a timely notice, then Borrower has the option to either (i) demand the return to Borrower of any excess payment, with interest thereon at the Note rate (a rate equal to the interest rate which should have been stated in a timely notice), or (ii) request that any excess payment, with interest thereon at the Note rate, be applied as payment of principal. Lender's obligation to return any excess payment with interest on demand is not assignable even if this Note is otherwise assigned before the demand for return is made.

**6. BORROWER'S RIGHT TO PREPAY**

Borrower has the right to pay the debt evidenced by this Note, in whole or in part, without charge or penalty, on the first day of any month. Lender shall accept prepayment on other days provided that Borrower pays interest on the amount prepaid for the remainder of the month to the extent required by Lender and permitted by regulations of the Secretary. If Borrower makes a partial prepayment, there will be no changes in the due date or in the amount of the monthly payment unless Lender agrees in writing to those changes.

**7. BORROWER'S FAILURE TO PAY**

**(A) Late Charge for Overdue Payments**

If Lender has not received the full monthly payment required by the Security instrument, as described in Paragraph 4(C) of this Note, by the end of fifteen calendar days after the payment is due, Lender may collect a late charge in the amount of **FOUR** percent((**4.00%** %)) of the overdue amount of each payment.

**(B) Default**

If Borrower defaults by failing to pay in full any monthly payment, then Lender may, except as limited by regulations of the Secretary, in the case of payment defaults, require immediate payment in full of the principal balance remaining due and all accrued interest. Lender may choose to exercise his option without waiving his rights in the event of any subsequent

default, this Note does not authorize acceleration unless and permitted by HUD regulations. As used in this Note, "Secretary" means the Secretary of Housing and Urban Development or his/her designee.

(C) Payment of Costs and Expenses

If Lender has required immediate payment in full, as described above, Lender may require Borrower to pay costs and expenses including reasonable and customary attorneys' fees for enforcing this Note to the extent not prohibited by applicable law. Such fees and expenses shall bear interest from the date of disbursement at the same rate as the principal of this Note.

8. WAIVERS

Borrower and any other person who has obligations under this Note waive the right of presentation and notice of dishonor. "Presentation" means the right to require Lender to demand payment of amounts due. "Notice of dishonor" means the right to require Lender to give notice to other persons that amounts due have not been paid.

9. GIVING OF NOTICES

Unless applicable law requires a different method, any notice that must be given to Borrower under this Note will be given by delivering it or by mailing it by first class mail to Borrower at the property address above or at a different address if Borrower has given Lender a notice of Borrower's different address.

Any notice that must be given to Lender under this Note will be given by first class mail to Lender at the address stated in Paragraph 4(B) or at a different address if Borrower is given a notice of that different address.

10. OBLIGATIONS OF PERSONS UNDER THIS NOTE

If more than one person signs this Note, each person is fully and personally obligated to keep all of the promises made in this Note, including the promise to pay the full amount owed. Any person who is a guarantor, surety or endorser of this Note is also obligated to do these things. Any person who takes over these obligations, including the obligations of a guarantor, surety or endorser of this Note, is also obligated to keep all of the promises made in this Note. Lender may enforce its rights under this Note against such person individually or against all signatories together. Any one person signing this Note may be required to pay all of the amounts owed under this Note.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Note.

  
\_\_\_\_\_  
JEFFREY S. DAVIS  
\_\_\_\_\_  
(Seal) \_\_\_\_\_ (Seal)  
Borrower Borrower

\_\_\_\_\_  
\_\_\_\_\_  
(Seal) \_\_\_\_\_ (Seal)  
Borrower Borrower

\_\_\_\_\_  
\_\_\_\_\_  
(Seal) \_\_\_\_\_ (Seal)  
Borrower Borrower

\_\_\_\_\_  
\_\_\_\_\_  
(Seal) \_\_\_\_\_ (Seal)  
Borrower Borrower

WITHOUT PRECEDENCE  
PAW TO THE ORDER OF

WELLS FARGO BANK, N.A.

BY 

Joan M. Mills, Vice President

ing the sum to the nearest one eighth of one percentage point (0.125%). Subject to the limits stated in Paragraph 5(D) of  
the Note, this rounded amount will be the new interest rate until the next Change Date.

**(D) Limits on Interest Rate Changes**

The existing interest rate will never increase or decrease by more than ONE  
percentage point(s) (1 %) on any single Change Date. The interest rate will never be more than  
percentage points (5 %) higher or lower than the initial interest rate  
in Paragraph 2 of this Note.

**(E) Calculation of Payment Change**

If the interest rate changes on a Change Date, Lender will calculate the amount of monthly payments of principal and  
interest which would be necessary to repay the unpaid principal balance in full at the Maturity Date at the new interest rate  
through substantially equal payments. In making such calculation, Lender will use the unpaid principal balance which would be  
owed on the Change Date if there had been no default in payment on the Note, reduced by the amount of any prepayments of  
principal. The result of this calculation will be the amount of the new monthly payment of principal and interest.

**(F) Notice of Changes**

Lender will give notice to Borrower of any change in the interest rate and monthly payment amount. The notice must  
be given at least 25 days before the new monthly payment amount is due, and must set forth (i) the date of the notice, (ii) the  
Change Date, (iii) the old interest rate, (iv) the new interest rate, (v) the new monthly payment amount, (vi) the Current Index  
on the date it was published, (vii) the method of calculating the change in monthly payment amount, and (viii) any other  
information which may be required by law from time to time.

**(G) Effective Date of Changes**

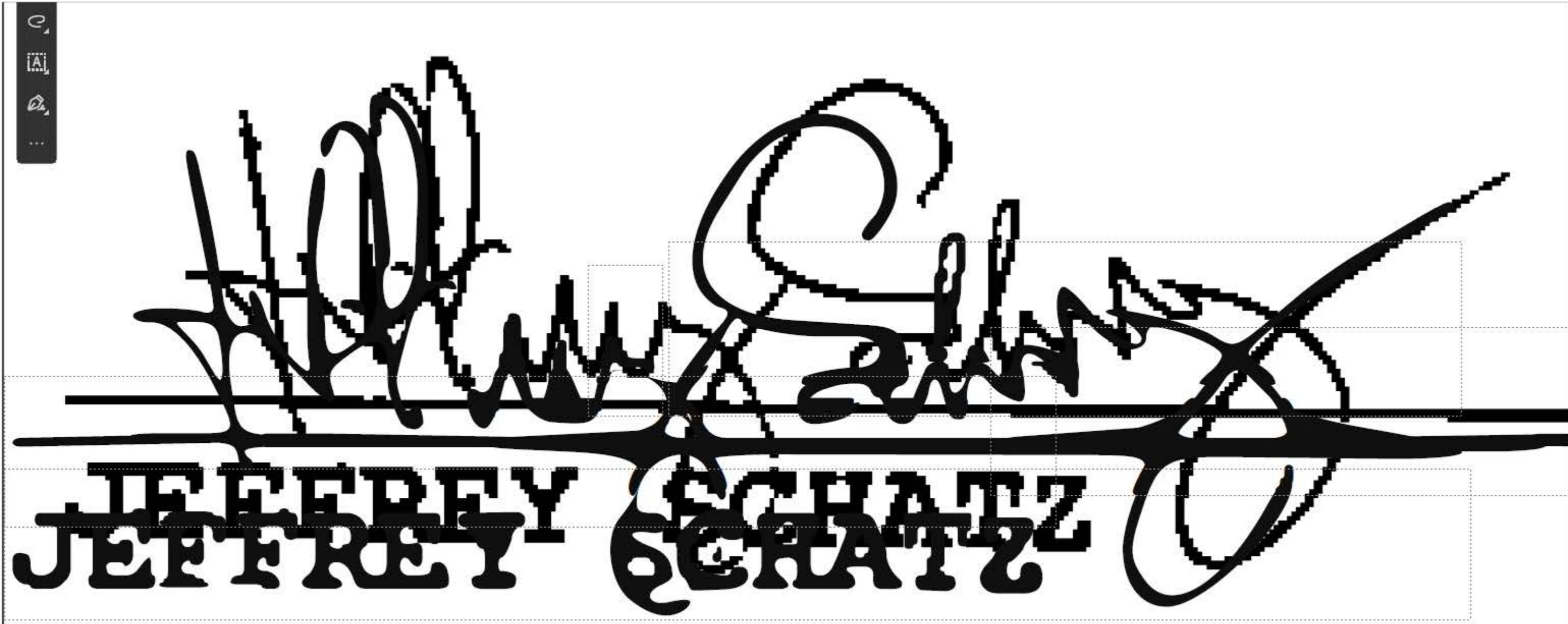
A new interest rate calculated in accordance with Paragraphs 5(C) and 5(D) of this Note will become effective on the  
Change Date. Borrower shall make a payment in the new monthly amount beginning on the first payment date which occurs at  
or 25 days after Lender has given Borrower the notice of changes required by Paragraph 5(F) of this Note. Borrower shall  
have no obligation to pay any increase in the monthly payment amount calculated in accordance with Paragraph 5(E) of this

BY SIGNING BELOW, Borrower accepts and agrees to the

A handwritten signature in black ink, appearing to read "JEFFREY SCHATZ". The signature is fluid and cursive, with "JEFFREY" on top and "SCHATZ" below it.

(Seal)

-Borrower



JEFFREY STERKATZ



A handwritten signature in black ink, appearing to read "Jeffrey Schatz". The signature is fluid and cursive, with "Jeffrey" on the left and "Schatz" on the right. Below the signature, the name "JEFFREY SCHATZ" is printed in a bold, black, sans-serif font.

# **EXHIBIT B**

IN THE CIRCUIT COURT FOR BALTIMORE COUNTY, MARYLAND

---

ANDREW BRENNER, <i>et al.</i> ,	*
<i>Plaintiffs,</i>	*
v.	*
JEFFREY SCHATZ,	*
<i>Defendant.</i>	*
* * * *	Case C-03-24-D-003218
JEFFREY SCHATZ,	*
<i>Counterclaimant,</i>	*
v.	*
ANDREW BRENNER, <i>et al.</i> ,	*
<i>Counterclaim Defendants,</i>	*
WELLS FARGO N.A.,	*
<i>Counterclaim Defendant,</i>	*
DEUTSCHE BANK NATIONAL TRUST COMPANY,	*
<i>Counterclaim Defendant.</i>	*

---

COUNTERCLAIM-DEFENDANT WELLS FARGO BANK, N.A.'S GENERAL  
OBJECTIONS AND RESPONSES TO DEFENDANT-COUNTERCLAIMANT'S FIRST  
REQUEST FOR PRODUCTION OF DOCUMENTS

Counterclaim-Defendant Wells Fargo Bank, N.A. ("Wells Fargo"), by and through its attorneys, Reed Smith LLP, hereby provides its objections and responses to Defendant-

Counterclaimant Jeffrey Schatz's ("Schatz") First Request for the Production of Documents pursuant to Maryland Rules, Rule 2-422.

### GENERAL OBJECTIONS

With respect to the Request for Production of Documents, Wells Fargo makes and incorporates the objections stated hereafter:

1. Wells Fargo objects to each Request that requires it to obtain information generated by persons over whom it has no control on the grounds that such a Request exceeds the permissible scope of discovery.
2. Wells Fargo objects to each Request that requires it to provide information or produce documents not within its possession, custody, or control.
3. Wells Fargo objects to each Request that calls for information that is not within its knowledge.
4. Wells Fargo objects to each Request that seeks information irrelevant to the issues in this case and not reasonably calculated to lead to the discovery of admissible evidence.
5. Wells Fargo objects to each Request that seeks the production of information which is subject to the attorney-client privilege and/or the work product doctrine, or any other privileges, or which is trial preparation material prepared or generated in connection with this or any other litigation, or which is otherwise immune or protected from discovery.
6. Wells Fargo objects that certain of the information requested is confidential, proprietary, trade secret information. The disclosure of information responsive to such Requests is not intended to waive Wells Fargo's right to protection from disclosure of such confidential, proprietary information.

7. Wells Fargo objects to each Request that fails to specify any or appropriate time periods for information sought or call for information or the production of documents which would impose upon Wells Fargo a vexatious and undue burden on the grounds that such Requests are oppressive and made with the intent to harass Wells Fargo.

8. Wells Fargo objects to each Request that does not contain a specific description of the information sought. Such a Request is vague, indefinite, ambiguous, and not susceptible to an easily discernible meaning.

9. Wells Fargo objects to the Requests to the extent they are overly broad and unduly burdensome.

10. Wells Fargo objects to each Request that is unintelligible as written and/or require interpretation.

11. Wells Fargo objects to the Requests because the burden of responding is disproportionate to the claimed damages, if any, in this matter.

12. Wells Fargo objects to each Request to the extent it is duplicative, unreasonably cumulative, oppressive, harassing, and/or to the extent that it will cause it to incur any unnecessary expense.

13. Wells Fargo objects to each Request to the extent they seek documents going back nearly 20 years in time and that such records and documents are no longer in Wells Fargo's possession or control and are no longer reasonably accessible.

Wells Fargo reserves the right to modify, amend, and/or supplement its responses to the Requests as discovery continues or as may otherwise be necessary.

**RESPONSES TO DOCUMENTS TO BE PRODUCED**

**REQUEST FOR PRODUCTION NO. 1:** Produce a complete and unredacted copy of every document identified in your answer to Interrogatory No. 4 that evidences, governs, or relates to any transaction in which any ownership interest in, or right to enforce, the subject promissory note was transferred, sold, assigned, or pledged.

**RESPONSE:** Wells Fargo incorporates the General Objections herein. Without waiver of the foregoing objections, Wells Fargo is not in possession of documents responsive to this Request because Wells Fargo is the originating lender, current holder of the Note and Mortgage and has not transferred, sold, assigned or pledged the Note.

**REQUEST FOR PRODUCTION NO. 2:** Produce all custodial agreements, bailee letters, trust receipts, or any other agreements related to the physical possession of the original promissory note by any person or entity other than the owner of the note, as identified in your answers to.

**RESPONSE:** Wells Fargo incorporates the General Objections herein, including that the request is overly broad, requires interpretation and seeks information that is not relevant. Without waiver of the foregoing objections, based on Defendant's request to review the original Note during this litigation. Prior to Defendant's request and as indicated in the prior discovery responses provided in this matter, the original Note was held by Wells Fargo from April 15, 2010 until September 27, 2022 when it was shipped to Deutsche Bank, as custodian for Wells Fargo. Deutsche Bank remained in possession of the original Note from October 11, 2022 until ~~September 25, 2025 when the original Note was sent to Wells Fargo. On September 29, 2025, Wells Fargo shipped the original Note to BWW Law Group, LLC, the Substitute Trustee pursuant to Defendant's request to review the original Note.~~

**REQUEST FOR PRODUCTION NO. 3:** Produce all documents related to the initial funding of the subject loan at origination, including but not limited to funding requests, wire transfer authorizations, correspondent lending agreements, and all correspondence with any entity that provided funds used for the loan's origination.

**RESPONSE:** Wells Fargo incorporates the General Objections herein, including that discovery of these issues is not required for this proceeding. Without waiver of the foregoing objections, see copies of loan origination documents being produced and identified as WF-Schatz-001 through 148.

DATED: October 28, 2025

Respectfully submitted,

s/Daniel Z. Herbst  
Daniel Z. Herbst, Esq. (AIS 0512140049)  
REED SMITH LLP  
1301 K Street, N.W.  
Suite 1000, East Tower  
Washington, DC 20005  
Tel. (202) 414-9200  
Fax. (202) 414-9299  
[dherbst@reedsmit.com](mailto:dherbst@reedsmit.com)

*Counsel for Wells Fargo Bank, N.A.*

IN THE CIRCUIT COURT FOR BALTIMORE COUNTY, MARYLAND

---

ANDREW BRENNER, *et al.*

\*

*Plaintiffs,*

\*

v.

\*

JEFFREY SCHATZ,

\*

*Defendant.*

\*

\*

\* \* \* \* \* \* \* \* Case C-03-CV-24--003218

JEFFREY SCHATZ,

\*

*Counterclaimant,*

\*

v.

\*

ANDREW BRENNER, *et al.*

\*

*Counterclaim Defendants,*

\*

WELLS FARGO N.A.,

\*

*Counterclaim Defendant,*

\*

DEUTSCHE BANK  
NATIONAL TRUST COMPANY,

\*

\*

*Counterclaim Defendant.*

\*

---

COUNTERCLAIM-DEFENDANT WELLS FARGO BANK, N.A.'S GENERAL  
OBJECTIONS AND RESPONSES TO DEFENDANT-COUNTERCLAIMANT'S FIRST  
SET OF INTERROGATORIES

Counterclaim-Defendant Wells Fargo Bank, N.A. ("Wells Fargo"), by and through its attorneys, Reed Smith LLP, hereby provides its objections and responses to Defendant-

Counterclaimant Jeffrey Schatz's ("Schatz") First Set of Interrogatories pursuant to Maryland Rules, Rule 2-421.

### GENERAL OBJECTIONS

With respect to the Schatz's Interrogatories, Wells Fargo makes and incorporates the objections (the "Objections") stated hereafter:

1. Wells Fargo objects to each Interrogatory to the extent it seeks to impose obligations on Wells Fargo beyond those of the Maryland Rules.
2. Wells Fargo objects to each Interrogatory that seeks information irrelevant to the claims or defenses in this case and not reasonably calculated to lead to the discovery of admissible evidence. In particular, Wells Fargo objects as the information sought would not create a genuine dispute of any of the material facts that entitle Wells Fargo to summary judgment as a matter of law as set forth Wells Fargo's pending motion for summary judgment.
3. Wells Fargo objects to each Request to the extent it is overbroad, unduly burdensome, and not proportional to the needs of this case. Wells Fargo objects to the Requests because the burden of responding is disproportionate to the claimed damages, if any, in this matter.
4. Wells Fargo objects to each Interrogatory that requires Wells Fargo to obtain information generated by persons over whom it has no control, and on the grounds that such an Interrogatory exceeds the permissible scope of discovery.
5. Wells Fargo objects to each Interrogatory that requires Wells Fargo **to provide** information or produce documents not within its possession, custody or control.
6. Wells Fargo objects to each Interrogatory that calls for information **that is not** within its knowledge.

7. Wells Fargo objects to each Interrogatory that seeks information or the production of documents which are subject to the attorney-client privilege and/or the work product doctrine, or any other privileges, or which are trial preparation materials prepared or generated in connection with this or any other litigation, or which are otherwise immune or protected from discovery.

8. Wells Fargo objects to each Interrogatory that seeks information that is confidential, proprietary, trade secret information. The disclosure of information responsive to such Interrogatories is not intended to waive Wells Fargo's rights to protection from disclosure of such confidential, proprietary information.

9. Wells Fargo objects to each Interrogatory that fails to specify any or appropriate time periods for the information sought or calls for information or the production of documents which would impose upon Wells Fargo a vexatious and undue burden, on the grounds that such an Interrogatory is oppressive and made with the intent to harass Wells Fargo.

10. Wells Fargo objects to each Interrogatory that does not contain a specific description of the information sought. Such an Interrogatory is vague, indefinite, ambiguous, and not susceptible to an easily discernible meaning.

11. Wells Fargo objects to each Interrogatory that is unintelligible as written and/or requires interpretation.

12. Wells Fargo objects to each Interrogatory that requires it to assume facts and/or legal requirements that are not applicable and/or make an improper legal opinion.

13. Wells Fargo objects to each Interrogatory that is duplicative, unreasonably cumulative, oppressive, harassing, and/or will cause it to incur any unnecessary expense.

14. Wells Fargo objects to the Interrogatories as containing multiple subparts that count separately against the Plaintiffs' limit of 30 interrogatories under Rule 2-421(a).

15. Wells Fargo objects to each Interrogatory that seeks information related to expert witnesses as premature. Wells Fargo reserves the right to disclose expert witness information in accordance with the Court Rules in the form and at the time required either by these Rules or Order of this Court.

16. The entirety of the foregoing Objections is hereby incorporated by this express reference into each of the following Answers, rather than repeating it verbatim for each such Answer so that such Answers are not unduly lengthy or repetitious.

17. Wells Fargo reserves the right to supplement, modify, and change its responses to the Interrogatories.

#### **RESPONSES TO INTERROGATORIES**

**INTERROGATORY NO. 1:** Identify every person or entity who has held any ownership interest in the subject promissory note from the date of its origination to the present. For each such owner, state the exact date their ownership interest began and the exact date their ownership interest ended.

**RESPONSE:** Wells Fargo incorporates the General Objections. Subject to and without waiving its objections, Wells Fargo has been the only owner of the Note. As the only owner and holder of the Note, Wells Fargo deposited the original Note in its secure vault on April 15, 2010. Wells Fargo remained in possession of the original Note until September 27, 2022 when it was shipped to Deutsche Bank, as custodian for Wells Fargo. Deutsche Bank remained in possession of the original Note from October 11, 2022 until September 25, 2025 when the original Note was sent to Wells Fargo. On September 29, 2025, Wells Fargo shipped the original Note to BWW Law Group, LLC, the Substitute Trustee, with their office located at 6003 Executive Boulevard, Suite

101, Rockville, Maryland 20852, where it remains to the present date based on Defendant's request to review the original Note in this litigation.

**INTERROGATORY NO. 2:** Identify every person or entity who has had physical possession of the original, wet-ink promissory note from the date of its origination to the present. For each possessor, you must state: (a) The full legal name of the person or entity. (b) The complete physical address (street, city, state, zip code) where the promissory note was held. (c) The exact beginning and ending dates of their possession.

**RESPONSE:** Wells Fargo incorporates the General Objections, including that this request is repetitive. See the responses previously provided by BWW Law Group, LLC, the Substitute Trustees, as well as the response to Number 1 above.

**INTERROGATORY NO. 3:** For each person or entity identified in your answer to Interrogatory No. 2 who was not the owner of the promissory note during the period of its physical possession, state the legal capacity in which they held the note (e.g., as custodian, bailee, agent, or servicer) and identify the full legal name of the person or entity on whose behalf the note was being held.

**RESPONSE:** Wells Fargo incorporates the General Objections, including that this request is repetitive. See the responses previously provided by BWW Law Group, LLC, the Substitute Trustees, as well as the response to Number 1 above.

**INTERROGATORY NO. 4:** Identify every transaction in which any ownership interest in, or right to enforce, the subject promissory note was transferred, sold, assigned, or pledged as collateral, from the date of origination to the present. For each such transaction, identify the full legal names of all parties involved, the effective date of the transaction, and all documents or agreements that evidence or govern the transaction.

**RESPONSE:** Wells Fargo incorporates the General Objections, including that this request is repetitive. See the responses previously provided by BWW Law Group, LLC, the Substitute Trustees, as well as the response to Number 1 above.

DATED: October 28, 2025

Respectfully submitted,

s/Daniel Z. Herbst

Daniel Z. Herbst, Esq.  
REED SMITH LLP  
1301 K Street, N.W.  
Suite 1000, East Tower  
Washington, DC 20005  
Tel. (202) 414-9200  
Fax. (202) 414-9299  
[dherbst@reedsmith.com](mailto:dherbst@reedsmith.com)

*Counterclaim-Defendant Wells Fargo Bank, N.A.*

**CERTIFICATE OF SERVICE**

I hereby certify that on October 28, 2025 true and correct copies of the foregoing Objections and Responses to Plaintiff's Interrogatories were served via first class mail, postage prepaid to:

Jeffrey Schatz  
18 Edmondson Ridge Road  
Catonsville, Maryland 21228  
*Pro Se Defendant*

s/Daniel Z. Herbst  
Daniel Z. Herbst, Esq.

## EXHIBIT D

Multistate

# ADJUSTABLE RATE NOTE

APRIL 13, 2010

(Date)

18 EDMONDSON RIDGE ROAD,  
CATONSVILLE, MD 21228

[Property Address]

## 1. PARTIES

"Borrower" means each person signing at the end of this Note, and the person's successors and assigns. "Lender" means WELLS FARGO BANK, N.A.

and its successors and assigns.

## 2. BORROWER'S PROMISE TO PAY; INTEREST

In return for a loan received from Lender, Borrower promises to pay the principal sum of **TWO HUNDRED FIFTY FOUR THOUSAND THREE HUNDRED EIGHT AND 00/100**

Dollars (U.S. \$ \*\*\*\*\*254,308.00), plus interest, to the order of Lender. Interest will be charged on unpaid principal, from the date of disbursement of the loan proceeds by Lender, at a rate of **FOUR AND ONE-QUARTER** percent (**4.250** %) per year until the full amount of principal has been paid. The interest rate may change in accordance with Paragraph 5(C) of this Note.

## 3. PROMISE TO PAY SECURED

Borrower's promise to pay is secured by a mortgage, deed of trust or similar security instrument that is dated the same date as this Note and called the "Security Instrument." That Security Instrument protects the Lender from losses which might result if Borrower defaults under this Note.

## 4. MANNER OF PAYMENT

### (A) Time

Borrower shall make a payment of principal and interest to Lender on the first day of each month beginning on **JUNE 01**, 2010. Any principal and interest remaining on the first day of **MAY 2040**, will be due on that date, which is called the "Maturity Date."

### (B) Place

Payment shall be made at **WELLS FARGO HOME MORTGAGE, P.O. BOX 11701, NEWARK, NJ 07101-1701** or at such other place as Lender may designate in writing by notice to Borrower.

### (C) Amount

Initially, each monthly payment of principal and interest will be in the amount of U.S. \$ \*\*\*\*\*1,251.04. This amount will be part of a larger monthly payment required by the Security Instrument that shall be applied to principal, interest, and other items in the order described in the Security Instrument. This amount may change in accordance with Paragraph 5(D) of this Note.

## 5. INTEREST RATE AND MONTHLY PAYMENT CHANGES

### (A) Change Date

The interest rate may change on the first day of **JULY 12th** month hereafter. "Change Date" means the date on which the interest rate could change.

### (B) The Index

Beginning with the first Change Date, the interest rate will be based on an Index. "Index" means the weekly average yield on United States Treasury Securities adjusted to a constant maturity of one year, as made available by the Federal Reserve Board. "Current Index" means the most recent Index figure available 30 days before the Change Date. If the Index (as

FHA Multistate Adjustable Rate Note 064084

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© VWP Mortgage Services (2005) 62-73291

Page 1 of 3  
Intalco



018156

defined above) is no longer available, Lender will use as a new Index any index prescribed by the Secretary (as defined in Paragraph 7(B)). Lender will give Borrower notice of the new Index.

#### (E) Calculation of Interest Rate Changes

Before each Change Date, Lender will calculate a new interest rate by adding a margin of **ONE AND THREE-QUARTERS** percentage point(s) (**1 3/4%**) to the Current Index and rounding the sum to the nearest one eighth of one percentage point (0.125%). Subject to the limits stated in Paragraph 5(D) of this Note, this rounded amount will be the new interest rate until the next Change Date.

#### (F) Limits on Interest Rate Changes

The existing interest rate will never increase or decrease by more than **ONE FIVE** percentage point(s) (**1 1/2%**) on any single Change Date. The interest rate will never be more than **FIVE** percentage points (**5%**) higher or lower than the initial interest rate stated in Paragraph 2 of this Note.

#### (G) Calculation of Payment Change

If the interest rate changes on a Change Date, Lender will calculate the amount of monthly payment of principal and interest which would be necessary to repay the unpaid principal balance in full at the Maturity Date at the new interest rate through substantially equal payments. In making such calculation, Lender will use the unpaid principal balance which would be owed on the Change Date if there had been no default in payment on the Note, reduced by the amount of any prepayments to principal. The result of this calculation will be the amount of the new monthly payment of principal and interest.

#### (H) Notice of Changes

Lender will give notice to Borrower of any change in the interest rate and monthly payment amount. The notice must be given at least 25 days before the new monthly payment amount is due, and must set forth (i) the date of the notice, (ii) the Change Date, (iii) the old interest rate, (iv) the new interest rate, (v) the new monthly payment amount, (vi) the Current Index and the date it was published, (vii) the method of calculating the change in monthly payment amount, and (viii) any other information which may be required by law from time to time.

#### (I) Effective Date of Changes

A new interest rate calculated in accordance with Paragraphs 5(C) and 5(D) of this Note will become effective on the Change Date. Borrower shall make a payment in the new monthly amount beginning on the first payment date which occurs at least 25 days after Lender has given Borrower the notice of changes required by Paragraph 5(I) of this Note. Borrower shall have no obligation to pay any increase in the monthly payment amount calculated in accordance with Paragraph 5(E) of this Note for any payment date occurring less than 25 days after Lender has given the required notice. If the monthly payment amount calculated in accordance with Paragraph 5(E) of this Note decreased, but Lender failed to give timely notice of the decrease and Borrower made any monthly payment amounts exceeding the payment amount which should have been stated in a timely notice, then Borrower has the option to either (i) demand the return to Borrower of any excess payment, with interest thereon at the Note rate (a rate equal to the interest rate which should have been stated in a timely notice), or (ii) request that any excess payment, with interest thereon at the Note rate, be applied as payment of principal. Lender's obligation to return any excess payment with interest on demand is not assignable even if this Note is otherwise assigned before the demand for return is made.

### 6. BORROWER'S RIGHT TO PREPAY

Borrower has the right to pay the debt evidenced by this Note, in whole or in part, without charge or penalty, on the first day of any month. Lender shall accept prepayment on either day provided that Borrower pays interest on the amount prepaid for the remainder of the month to the extent required by Lender and permitted by regulations of the Secretary. If Borrower makes a partial prepayment, there will be no changes in the due date or in the amount of the monthly payment unless Lender agrees in writing to those changes.

### 7. BORROWER'S FAILURE TO PAY

#### (A) Late Charge for Overdue Payments

If Lender has not received the full monthly payment required by the Security Instrument, as described in Paragraph 4(C) of this Note, by the end of fifteen calendar days after the payment is due, Lender may collect a late charge in the amount of **FOUR** percent (**4.0000%**) of the overdue amount of each payment.

#### (B) Default

If Borrower defaults by failing to pay in full any monthly payment, then Lender may, except as limited by regulations of the Secretary in the case of payment defaults, require immediate payment in full of the principal balance remaining due and all accrued interest. Lender may choose not to exercise this option without waiving its rights in the event of any subsequent

default, this Note does not authorize acceleration when not permitted by HUDD regulations. As used in this Note, "Secretary" means the Secretary of Housing and Urban Development or his/her designee.

#### (G) Payment of Costs and Expenses

If Lender has required immediate payment (in full), as described above, Lender may require Borrower to pay costs and expenses including reasonable and customary attorneys' fees for enforcing this Note to the extent not prohibited by applicable law. Such fees and costs shall bear interest from the date of disbursement at the same rate as the principal of this Note.

#### 8. WAIVERS

Borrower and any other person who has obligations under this Note waive the rights of presentment and notice of dishonor. "Presentment" means the right to require Lender to demand payment of amounts due. "Notice of dishonor" means the right to require Lender to give notice to other persons that amounts due have not been paid.

#### 9. GIVING OF NOTICES

Unless applicable law requires a different method, any notice that must be given to Borrower under this Note will be given by delivering it or by mailing it by first class mail to Borrower at the property address above or at a different address if Borrower has given Lender a notice of Borrower's different address.

Any notice that must be given to Lender under this Note will be given by first class mail to Lender at the address stated in Paragraph 4(B) or at a different address if Borrower is given a notice of that different address.

#### 10. OBLIGATIONS OF PERSONS UNDER THIS NOTE

If more than one person signs this Note, each person is fully and personally obligated to keep all of the promises made in this Note, including the promise to pay the full amount owed. Any person who is a guarantor, surety or endorser of this Note is also obligated to do these things. Any person who takes over these obligations, including the obligations of a guarantor, surety or endorser of this Note, is also obligated to keep all of the promises made in this Note. Lender may enforce its rights under this Note against each person individually or against all signatories together. Any one person signing this Note may be required to pay all of the amounts owed under this Note.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Note.

  
\_\_\_\_\_  
JEFFREY SCHATZ  
(Seal)  
-Borrower \_\_\_\_\_  

WITHOUT PRECEDENCE  
PAY TO THE ORDER OF  
WELLS FARGO BANK, N.A.  
BY John M. Mills  
John M. Mills, Vice President

IN THE CIRCUIT COURT FOR BALTIMORE COUNTY, MARYLAND

**ANDREW J. BRENNER, et al.,**

**Substitute Trustees/ Plaintiff**

**v.**

**JEFFREY SCHATZ**

**Defendant**

**Case No. C-03-CV-24-003218**

**PLAINTIFF'S ANSWERS TO JEFFREY  
SCHATZ'S INTERROGATORIES**

Plaintiff, Andrew J. Brenner, et al., by its undersigned counsel, responds to Defendant Jeffrey Schatz's Interrogatories as follows:

**General Statement Regarding Answers to Interrogatories**

- a. The information supplied in these responses is not based solely on the knowledge of the person who signed them, but may include the knowledge of agents, representatives, and attorneys of the responding party.
- b. The word usage and sentence structure is that of the attorney who in fact prepared these responses, and this language does not purport to be the exact language of the responding party.
- c. Discovery is ongoing, and the responding party reserves the right to supplement as additional information becomes available.

**General Objections**

1. Plaintiff objects generally to the Interrogatories to the extent they seek the disclosure of information that is protected by the attorney-client privilege, the work-product

doctrine, or any other applicable privilege or exemption. To the extent that the Interrogatories seek such information, it is excluded from Plaintiff's answers.

2. Plaintiff objects generally to the Interrogatories to the extent that they fail to describe the requested information with reasonable particularity or are vague, ambiguous, unintelligible, overly broad, or unduly burdensome or seek information that is neither relevant to any party's claim or defense in this litigation nor reasonably calculated to lead to the discovery of admissible evidence.

3. Defendant objects generally to the Interrogatories to the extent they depart from the Maryland Rules or Maryland law and procedure within Title 14 of the Maryland Rules and the caselaw surrounding Maryland foreclosures.

**Interrogatory No. 1:**

Identify the person who has current physical possession of the original, "wet-ink" promissory note which is the subject of this action.

**Answer:**

Custodian:  
DEUTSCHE BANK  
ATT MARK KELLY  
1761 EAST ST ANDREWS PL  
SANTA ANA, CA 92705

**Interrogatory No. 2:**

State the current physical location (including street address, city, state, and zip code) where the original, "wet-ink" promissory note is stored.

**Answer:**

See Answer Interrogatory #1.

**Interrogatory No. 3:**

If you contend that you or your client are not in physical possession of the original, "wet-ink" promissory note, state with particularity all facts supporting your legal right to enforce the note, and further state:

- a. The date on which the note was lost, destroyed, or stolen;
- b. The specific circumstances surrounding the loss, destruction, or theft of the note; and
- c. A detailed description of all efforts made to locate the original note.

**Answer:**

The note is not lost. See Answer Interrogatory #1 above.

**Interrogatory No. 4:**

Identify every person who has had physical possession of the original, "wet-ink" promissory note from the date of its alleged execution to the present date, and for each person, state the time period during which they had possession.

**Answer:**

The Plaintiffs and Wells Fargo object to the interrogatory as the information sought is unduly burdensome or seeks information that is neither relevant to any party's claim or defense in this litigation nor reasonably calculated to lead to the discovery of admissible evidence. The original note is in the possession of the secured creditor at the custodian listed in Answer Interrogatory #1.

**Interrogatory No. 5:**

State the exact date on which the trust, which is the purported secured party in this action, closed.

**Answer:**

Wells Fargo Bank, N.A. is the beneficiary of the loan and the original creditor.

**Interrogatory No. 6:**

Identify the custodian of records for the trust that is the purported secured party in this action.

**Answer:**

Wells Fargo Bank, N.A. is the beneficiary of the loan and the original creditor.

**Verification**

The undersigned representative of Wells Fargo Bank, N.A. hereby declares, under penalty of perjury, that the facts stated herein are true to the best of such representative's knowledge, information, and belief based upon review of business records.

Wells Fargo Bank, N.A.

Rebecca Lindsey Eitner  
Rebecca Lindsey Eitner  
Vice President Loan Documentation  
08/28/2025

Prepared by,

/s/ Christine N. Johnson  
Christine N. Johnson, Esq.  
AIS: 0012120194  
BWW Law Group, LLC  
6003 Executive Blvd., Suite 101  
Rockville, Maryland 20852  
301-961-6555, ext. 3533  
301-961-6545 fax  
[Christine.johnson@bww-law.com](mailto:Christine.johnson@bww-law.com)  
*Counsel for the Plaintiff and*  
*Wells Fargo Bank, N.A.*

IN THE CIRCUIT COURT FOR BALTIMORE COUNTY, MARYLAND

**ANDREW J. BRENNER, et al.,**

**Substitute Trustees/ Plaintiff**

**v.**

**JEFFREY SCHATZ**

**Defendant**

**Case No. C-03-CV-24-003218**

**PLAINTIFF'S ANSWERS TO JEFFREY  
SCHATZ'S PRODUCTION OF DOCUMENTS**

Plaintiff, Andrew J. Brenner, et al., by its undersigned counsel, pursuant to Md Rule 2-424, responds to Defendant Jeffrey Schatz's Request for Production of Documents as follows:

**Preliminary Statement**

- a. The information supplied in these responses is not based solely on the knowledge of the person who signed them, but may include the knowledge of agents, representatives, and attorneys of the responding party.
- b. The word usage and sentence structure is that of the attorney who in fact prepared these responses, and this language does not purport to be the exact language of the responding party.
- c. Discovery is ongoing, and the responding party reserves the right to supplement as additional information becomes available.

**GENERAL OBJECTIONS**

1. The Substitute Trustees object to the Requests to the extent that they seek to impose obligations that are beyond the scope permitted by Title 14 of the Maryland Rules for foreclosure and Md Rule 14-211.
2. All responses are based upon the best information currently available and the Substitute Trustees reserves its right to supplement its responses as discovery proceeds, and as new information comes to light, and as its own investigation continues.

3. The Substitute Trustees object to the Requests to the extent that they are overly broad, duplicative, unduly burdensome, oppressive, vexatious, and/or seek information not relevant to any party's claim or defense or proportional to the needs of the case.

4. The Substitute Trustees object to the Requests to the extent they seek information protected by the attorney-client privilege.

5. The Substitute Trustees object to the Requests to the extent they seek information which constitutes the work product of any attorney, material prepared in anticipation of litigation, and/or which would disclose the mental impression, conclusions, opinions, or legal theories of counsel.

6. The Substitute Trustees object to the Requests to the extent that they seek information not within the possession, custody, or control of the Substitute Trustees.

7. The Substitute Trustee's failure to object to the Requests on a particular ground shall not be construed as a waiver of its right to object on that ground or any additional ground at any time.

8. Further, the information supplied in these Responses is not based solely upon the knowledge of the executing parties, but includes the knowledge of the parties, their agents, representatives, and attorneys, unless privileged.

9. The word usage and sentence structure may be that of the attorney assisting in the preparation of these Responses, and thus, does not necessarily purport to be the precise language of the executing parties.

10. By responding to each Request, the Substitute Trustees is not indicating that any such documents exist or that it accepts any statement in the Request.

11. The Substitute Trustees object to the Requests to the extent they seek information or documents that are equally available to Plaintiff and, thus, it would be unnecessarily costly, burdensome, and duplicative to require the Substitute Trustees to produce any such documents or information.

**Request No. 1:**

The original, "wet-ink" promissory note allegedly executed by Jeffrey M. Schatz which is the subject of this foreclosure action.

**Answer:**

Objection. There is no requirement that the original promissory note be handed over in discovery. The interrogatories have advised the Defendant of the location and custodian of the original document. The Defendant can make arrangements to view the original note at the offices of the Substitute Trustee at an agreed upon date, but there is no requirement under the Maryland Rules that the original note be turned over to the Defendant. A Copy is attached and is also part of the Court's record already.

**Request No. 2:**

Any and all original, "wet-ink" allonges, riders, or addenda physically attached to or associated with the promissory note described in Request No. 1.

**Answer:**

See Answer Request No.#1.

**Request No. 3:**

A complete, unredacted copy of any and all Pooling and Servicing Agreements (PSA), trust agreements, or other contracts governing the trust that purportedly owns the subject loan.

**Answer:**

There is no pooling and servicing agreement as Wells Fargo Bank, N.A. is the originator of the loan and continues to own its own loan.

**Request No. 4:**

A complete life-of-loan payment history for the subject loan, from origination to the present date.

**Answer:**

Objection. The Defendant was provided with a payment history for the loan during mediation and already has the document requested. Consequently, the Defendant seeks documents already in his possession and his request is unduly burdensome and repetitive. Without waiving the objection, a copy is attached.

**Request No. 5:**

All documents, correspondence, notes, and records related to the underwriting and origination of the loan, including the loan application and any and all supporting financial documentation submitted by the Defendant.

**Answer:**

The Plaintiffs and Wells Fargo object to the interrogatory as the information sought is unduly burdensome or seeks information that is neither relevant to any party's claim or defense in this litigation nor reasonably calculated to lead to the discovery of admissible evidence.

**Request No. 6:**

All correspondence, emails, or other communications between the Plaintiffs, their counsel, or their client (the purported secured party) and the Defendant regarding workout negotiations, loan modifications, or forbearance agreements from January 1, 2024, to the present.

**Answer:**

Objection. Communications between the Plaintiff, their counsel and Wells Fargo Bank, N.A. are privileged under attorney-client privilege and will not be turned over.

**Verification**

The undersigned representative of Wells Fargo Bank, N.A. hereby declares, under penalty of perjury, that the facts stated herein are true to the best of such representative's knowledge, information, and belief based upon review of business records.

Wells Fargo Bank, N.A.

*Rebecca Lindsey Eitnier*

Rebecca Lindsey Eitnier

Vice President Loan Documentation

08/28/2025

Prepared by,

/s/ Christine N. Johnson

Christine N. Johnson, Esq.  
AIS: 0012120194  
BWW Law Group, LLC  
6003 Executive Blvd., Suite 101  
Rockville, Maryland 20852  
301-961-6555, ext. 3533  
301-961-6545 fax  
[Christine.johnson@bww-law.com](mailto:Christine.johnson@bww-law.com)  
*Counsel for the Plaintiff and*  
*Wells Fargo Bank, N.A.*

RESPONSE: Plaintiffs object to this Request to the extent that it seeks a legal conclusion from the Plaintiffs. Subject to and without waiving this objection, this Request is denied.

12. Admit that Plaintiffs' authority to act as Substitute Trustees derives solely from the "Appointment of Substitute Trustees" document executed by Wells Fargo Bank, N.A. on August 7, 2024.

RESPONSE: Plaintiffs object to this Request to the extent that it seeks a legal conclusion from the Plaintiffs. The document speaks for itself. Plaintiffs admits only that the document appoints Plaintiffs as the Substitute Trustees under the subject Deed of Trust.

13. Admit that on August 7, 2024, the date it executed the Appointment of Substitute Trustees, Wells Fargo Bank, N.A. was not in physical possession of the Note.

RESPONSE: Denied. Wells Fargo was in possession of the Note through its document custodian.

14. Admit that in a prior sworn court filing in this action, Plaintiffs stated that the Note was "indorsed in blank."

RESPONSE: Plaintiffs object to this Request as a copy of the referenced filing is not attached to the Requests and is not specified by this Request, making it unclear what document this Request is referring to. Subject to and without waiving this objection, Plaintiffs admit only that the Note is indorsed in blank and they have made such a statement in their prior court filings.

15. Admit that the statement referenced in Request No. 14 was false.

RESPONSE: Denied.

16. Admit that in a prior sworn court filing in this action, Plaintiffs stated that the Note was "never transferred."

RESPONSE: Plaintiffs object to this Request to the extent that it seeks a legal conclusion from the Plaintiffs. Subject to and without waiving this objection, this Request is denied.

12. Admit that Plaintiffs' authority to act as Substitute Trustees derives solely from the "Appointment of Substitute Trustees" document executed by Wells Fargo Bank, N.A. on August 7, 2024.

RESPONSE: Plaintiffs object to this Request to the extent that it seeks a legal conclusion from the Plaintiffs. The document speaks for itself. Plaintiffs admits only that the document appoints Plaintiffs as the Substitute Trustees under the subject Deed of Trust.

13. Admit that on August 7, 2024, the date it executed the Appointment of Substitute Trustees, Wells Fargo Bank, N.A. was not in physical possession of the Note.

RESPONSE: Denied. Wells Fargo was in possession of the Note through its document custodian.

14. Admit that in a prior sworn court filing in this action, Plaintiffs stated that the Note was "indorsed in blank."

RESPONSE: Plaintiffs object to this Request as a copy of the referenced filing is not attached to the Requests and is not specified by this Request, making it unclear what document this Request is referring to. Subject to and without waiving this objection, Plaintiffs admit only that the Note is indorsed in blank and they have made such a statement in their prior court filings.

15. Admit that the statement referenced in Request No. 14 was false.

RESPONSE: Denied.

16. Admit that in a prior sworn court filing in this action, Plaintiffs stated that the Note was "never transferred."

RESPONSE: Plaintiffs object to this Request as a copy of the referenced filing is not attached to the Requests and is not specified by the Request, making it unclear what document this Request is referring to. Plaintiffs further object to this Request to the extent that it seeks a legal conclusion from the Plaintiffs. Subject to and without waiving these objections, Plaintiffs admit only that the Note has never been transferred and they have made such a statement in their prior court filings.

17. Admit that the statement referenced in Request 16 was false.

RESPONSE: Denied

18. Admit that the Loan is insured by the Federal Housing Administration (FHA).

RESPONSE: Admitted.

19. Admit that FHA-insured mortgage loans are required to be securitized into trusts guaranteed by the Government National Mortgage Association (Ginnie Mae).

RESPONSE: After reasonable inquiry, the information known to or readily obtainable by the Plaintiffs is insufficient to enable them to admit or deny this Request, and therefore, Plaintiffs deny the same.

20. Admit that Plaintiffs were not appointed as Substitute Trustees by a Ginnie Mae trust.

RESPONSE: Admitted.

21. *Admit that Deutsche Bank is not a designated custodian for Ginnie Mae trusts.*

RESPONSE: After reasonable inquiry, the information known to or readily obtainable by the Plaintiffs is insufficient to enable them to admit or deny this Request, and therefore, Plaintiffs deny the same.

Washington, DC 20005  
*via first class mail*

Respectfully submitted,

Dated: October 14, 2025

/s/ Matthew Cohen

Matthew Cohen, Esq.

CPF: 0512130154

BWW Law Group, LLC

6003 Executive Boulevard, Suite 101

Rockville, Maryland 20850

(301) 961-6555, ext. 3794 (phone)

(301) 961-6473 (fax)

[matt.cohen@bww-law.com](mailto:matt.cohen@bww-law.com)

*Attorney for the Plaintiffs*

IN THE CIRCUIT COURT FOR BALTIMORE COUNTY, MARYLAND

ANDREW BRENNER, et al.,

v.  
Plaintiffs,

JEFFREY SCHATZ,

Defendant.

---

JEFFREY SCHATZ,

Counterclaimant and  
Third-Party Plaintiff,  
v.

ANDREW BRENNER, et al.,

Counterclaim Defendants and  
Third-Party Defendants.

Case No. C-03-CV-24-003218

CERTIFICATE REGARDING DISCOVERY

I HEREBY CERTIFY that on the 14<sup>th</sup> day of October, 2025, Plaintiffs/Counter-Defendants Andrew Brenner, et al., by counsel, served a true copy of its Substitute Trustees' Responses to Defendant's Consolidated First Set of Requests for Admission to Plaintiffs in the manner set forth below:

Jeffrey Schatz  
18 Edmondson Ridge Road  
Catoonsville, MD 21228  
via first class mail

Daniel Herbst, Esq.  
Reed Smith LLP  
1301 K Street, N.W.  
Suite 1000 East Tower

IN THE CIRCUIT COURT FOR BALTIMORE COUNTY, MARYLAND

ANDREW BRENNER, et al.,

Plaintiffs,

v.

JEFFREY SCHATZ,

Defendant.

---

JEFFREY SCHATZ,

Counterclaimant and  
Third-Party Plaintiff,

v.

ANDREW BRENNER, et al.,

Counterclaim Defendants and  
Third-Party Defendants.

---

**SUBSTITUTE TRUSTEES' RESPONSES TO DEFENDANT'S  
CONSOLIDATED FIRST SET OF REQUESTS FOR ADMISSION TO PLAINTIFFS**

Plaintiffs/Counter-Defendants Andrew Brenner, et al. (collectively, the "Plaintiffs"), by counsel, and pursuant to Maryland Rule 2-424, hereby serve the following responses to Defendant/Counterclaimant Jeffrey Schatz's ("Defendant") Consolidated First Set of Requests for *Admission to Plaintiffs* (the "Requests").

**GENERAL OBJECTIONS**

A. Plaintiffs object to the Requests to the extent they seek information that is irrelevant and immaterial to the issues in this case and are not likely to lead to the discovery of admissible evidence, and to the extent that they are vague, ambiguous, overly broad, not limited in time or

**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that on this 14<sup>th</sup> day of October, 2025, a copy of the foregoing and its attachments, if any, was served on the following parties and attorneys via this Court's electronic filing system and/or regular mail:

Jeffrey Schatz  
18 Edmondson Ridge Road  
Catonsville, MD 21228

Daniel Herbst, Esq.  
Reed Smith LLP  
1301 K Street, N.W.  
Suite 1000 East Tower  
Washington, DC 20005

Dated: October 14, 2025

/s/ Matthew Cohen  
Matthew Cohen, Esq.  
CPF: 0512130154  
BWW Law Group, LLC

scope, unduly burdensome, duplicative, or oppressive. Plaintiffs further object to the extent that the Requests seek information beyond the relevant time period.

B. Plaintiffs object to each Request to the extent it seeks information protected against disclosure by the attorney client privilege, the work product doctrine, or any other privileges or rules of confidentiality. Furthermore, pursuant to any and all applicable law, ethical opinions, rules, and/or rules of conduct, any inadvertent identification or production of such privileged information or documents shall not waive this objection.

C. Plaintiffs object to the Requests to the extent they purport to impose upon Plaintiffs a duty to provide information, which is not within Plaintiffs' possession, custody or control.

D. Plaintiffs object to the Requests to the extent they seek confidential and/or proprietary information or information protected from disclosure pursuant to law or court order of the applicable jurisdiction(s).

E. Plaintiffs object to the Requests to the extent they request information that is a matter of public record, is in possession of third parties, and/or is otherwise as equally accessible to a third party as it is to Plaintiffs.

F. Plaintiffs object to the use or disclosure of any information produced herein for any purpose other than this litigation.

G. Plaintiffs reserve the right to further object to these Requests to the extent that, after opportunity for further review, additional objections become appropriate.

*These general objections are adopted and incorporated by reference in response to each and every Request.*

Requests for Admissions

22. Admit that as the servicer of an FHA-insured loan, You were required to comply with the servicing regulations promulgated by the U.S. Department of Housing and Urban Development (HUD) and codified at 24 C.F.R. Part 203.

RESPONSE: Denied. Plaintiffs are not a servicer of an FHA-insured loan.

23. Admit that You did not have a face-to-face interview with Defendant Jeffrey Schatz before three full monthly installments on the mortgage were unpaid, as required by 24 C.F.R. § 203.604.

RESPONSE: Denied. Plaintiffs are not a servicer of an FHA-insured loan, and are therefore not subject to the referenced regulatory section.

24. Admit that You did not make a reasonable effort to arrange a face-to-face interview with Defendant Jeffrey Schatz, as defined by 24 C.F.R. § 203.604, before three full monthly installments on the mortgage were unpaid.

RESPONSE: Denied. Plaintiffs are not a servicer of an FHA-insured loan, and are therefore not subject to the referenced regulatory section.

25. Admit that You did not evaluate Defendant Jeffrey Schatz for all available loss mitigation options in the order prescribed by HUD before initiating this foreclosure action.

RESPONSE: Denied. Plaintiffs are not a servicer, and therefore do not evaluate loss mitigation options.

26. Admit that the Note was originated by Wells Fargo Bank, N.A.

RESPONSE: Plaintiffs admit only that the Note identifies Wells Fargo Bank, N.A. as the Lender.

27. Admit that the Pooling and Servicing Agreement for Sequoia Mortgage Trust 2010-H1 identifies the originator for the loans in that pool of CitiMortgage, Inc.

RESPONSE: Plaintiffs object to this Request as a copy of the referenced filing is not attached to the Requests and is not specified by the Request, making it unclear what document this Request is referring to. After reasonable inquiry, the information known to or readily obtainable by the Plaintiffs is insufficient to enable them to admit or deny this Request, and therefore, Plaintiffs deny the same.

28. Admit that Plaintiffs have no affiliation with or authority to act on behalf of the Sequoia Mortgage Trust 2010-H1.

RESPONSE: After reasonable inquiry, the information known to or readily obtainable by the Plaintiffs is insufficient to enable them to admit or deny this Request, and therefore, Plaintiffs deny the same.

Respectfully submitted,

Dated: October 14, 2025

/s/ Matthew Cohen  
Matthew Cohen, Esq.  
CPF: 0512130154  
BWW Law Group, LLC  
6003 Executive Boulevard, Suite 101  
Rockville, Maryland 20850  
(301) 961-6555, ext. 3794 (phone)  
(301) 961-6473 (fax)  
[mat.cohen@bww-law.com](mailto:mat.cohen@bww-law.com)  
Attorney for the Plaintiffs

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 14<sup>th</sup> day of October, 2025, a copy of the foregoing and its attachments, if any, was served on the following parties and attorneys via this Court's electronic filing system and/or regular mail:

Jeffrey Schatz  
18 Edmondson Ridge Road  
Catonsville, MD 21228

Daniel Herbst, Esq.  
Reed Smith LLP  
1301 K Street, N.W.  
Suite 1000 East Tower  
Washington, DC 20005

Dated: October 14, 2025

/s/ Matthew Cohen  
Matthew Cohen, Esq.  
CPF: 0512130154  
BWW Law Group, LLC

RESPONSE: Plaintiffs object to this Request to the extent that it misstates and mischaracterizes the indorsement on the Note. Plaintiffs admit only that the Note contains an indorsement, which is a blank indorsement by the original lender, Wells Fargo Bank, N.A.

6. Admit that the Note is not indorsed to Deutsche Bank National Trust Company.

RESPONSE: Admitted.

7. Admit that Deutsche Bank National Trust Company, located at 1761 East St. Andrews Place, Santa Ana, CA 92705, currently has physical possession of the original Note.

RESPONSE: Denied.

8. Admit that physical delivery of the Note from Wells Fargo Bank, N.A. to Deutsche Bank National Trust Company constituted a "transfer of possession" of the instrument.

RESPONSE: Plaintiffs object to this Request to the extent that it seeks a legal conclusion from the Plaintiffs. Subject to and without waiving this objection, this Request is denied.

9. Admit that Wells Fargo Bank, N.A. is not the "holder of the Note as defined by Maryland Commercial Law.

RESPONSE: Plaintiffs object to this Request to the extent that it seeks a legal conclusion from the Plaintiffs. Subject to and without waiving this objection, this Request is denied.

10. Admit that Deutsche Bank National Trust Company is not the "holder" of the Note as defined by Maryland Commercial Law.

RESPONSE: Plaintiffs object to this Request to the extent that it seeks a legal conclusion from the Plaintiffs. Subject to and without waiving this objection, this Request is admitted.

11. Admit that Deutsche Bank National Trust Company is a "nonholder in possession" of the Note.

1. Admit that the copy of the Note attached as Exhibit D is a true and accurate copy of the original Note.

RESPONSE: Plaintiffs object to this Request as the referenced Exhibit D was not attached to the Requests, making this Request impossible to answer. Subject to and without waiving this objection, Plaintiffs admit only that the copy of the Note that was attached to the Order to Docket that was filed in this case is a true and accurate copy of the original Note.

2. Admit that the Note contains the following language as an indorsement: "WITHOUT RE COURSE PAY TO THE ORDER OF WELLS FARGO BANK, N.A."

RESPONSE: Plaintiffs object to this Request to the extent that it misstates and mischaracterizes the indorsement on the Note by omitting spacing between the lines "PAY TO THE ORDER OF" and "WELLS FARGO BANK, N.A." and omitting the signature lines on the indorsement. The document speaks for itself and, due to the above-referenced misstatements and mischaracterizations, this Request is denied.

3. Admit that the indorsement referenced in Request No. 2 is a "special indorsement" as defined by Maryland Commercial Law Code § 3-205(a).

RESPONSE: Plaintiffs object to this Request to the extent that it seeks a legal conclusion from the Plaintiffs. Subject to and without waiving this objection, this Request is denied.

4. Admit that the Note is not indorsed in blank.

RESPONSE: Plaintiffs object to this Request to the extent that it seeks a legal conclusion from the Plaintiffs. Subject to and without waiving this objection, this Request is denied.

5. Admit that the Note does not contain any indorsements subsequent to the special indorsement to Wells Fargo Bank, N.A.

1. Admit that the copy of the Note attached as Exhibit D is a true and accurate copy of the original Note.

RESPONSE: Plaintiffs object to this Request as the referenced Exhibit D was not attached to the Requests, making this Request impossible to answer. Subject to and without waiving this objection, Plaintiffs admit only that the copy of the Note that was attached to the Order to Docket that was filed in this case is a true and accurate copy of the original Note.

2. Admit that the Note contains the following language as an indorsement: "WITHOUT RE COURSE PAY TO THE ORDER OF WELLS FARGO BANK, N.A."

RESPONSE: Plaintiffs object to this Request to the extent that it misstates and mischaracterizes the indorsement on the Note by omitting spacing between the lines "PAY TO THE ORDER OF" and "WELLS FARGO BANK, N.A." and omitting the signature lines on the indorsement. The document speaks for itself and, due to the above-referenced misstatements and mischaracterizations, this Request is denied.

3. Admit that the indorsement referenced in Request No. 2 is a "special indorsement" as defined by Maryland Commercial Law Code § 3-205(a).

RESPONSE: Plaintiffs object to this Request to the extent that it seeks a legal conclusion from the Plaintiffs. Subject to and without waiving this objection, this Request is denied.

4. Admit that the Note is not indorsed in blank.

RESPONSE: Plaintiffs object to this Request to the extent that it seeks a legal conclusion from the Plaintiffs. Subject to and without waiving this objection, this Request is denied.

5. Admit that the Note does not contain any indorsements subsequent to the special indorsement to Wells Fargo Bank, N.A.

IN THE CIRCUIT COURT FOR BALTIMORE COUNTY, MARYLAND

ANDREW BRENNER, et al.,

v.  
Plaintiffs,

JEFFREY SCHATZ,

Defendant.

---

JEFFREY SCHATZ,

Counterclaimant and  
Third-Party Plaintiff,  
v.

ANDREW BRENNER, et al.,

Counterclaim Defendants and  
Third-Party Defendants.

Case No. C-03-CV-24-003218

CERTIFICATE REGARDING DISCOVERY

I HEREBY CERTIFY that on the 14<sup>th</sup> day of October, 2025, Plaintiffs/Counter-Defendants Andrew Brenner, et al., by counsel, served a true copy of its Substitute Trustees' Responses to Defendant's Consolidated First Set of Requests for Admission to Plaintiffs in the manner set forth below:

Jeffrey Schatz  
18 Edmondson Ridge Road  
Catoonsville, MD 21228  
via first class mail

Daniel Herbst, Esq.  
Reed Smith LLP  
1301 K Street, N.W.  
Suite 1000 East Tower

# EXHIBIT C

transaction_date	transtype	transtype_descr	customer_code	collateral_key	notation	effective_date
5/4/2021	M116	Release (Int. to Ext.)	WFHM	0121184444	708 -to NMIBUYOUTS AT CUSTODY	5/4/2021
2/5/2020	M101	Update	WFHM	0121184444		2/5/2020
12/12/2019	M114	Location Move	WFHM	0121184444		12/12/2019
12/11/2019	M104	Certification	WFHM	0121184444		12/11/2019
12/11/2019	M120	Reinstate (Ret. to On Hand)	WFHM	0121184444		12/11/2019
12/10/2019	M118	Return (Ext. to Int.)	WFHM	0121184444		12/10/2019
12/6/2019	M116	Release (Int. to Ext.)	WFHM	0121184444	7080121184444	12/6/2019
12/5/2019	M114	Location Move	WFHM	0121184444		12/5/2019
8/8/2019	M104	Certification	WFHM	0121184444		8/8/2019
7/2/2019	M114	Location Move	WFHM	0121184444		7/2/2019
6/25/2019	M104	Certification	WFHM	0121184444		6/25/2019
6/22/2019	M104	Certification	WFHM	0121184444		6/22/2019
6/21/2019	M114	Location Move	WFHM	0121184444		6/21/2019
6/21/2019	M114	Location Move	WFHM	0121184444		6/21/2019
5/20/2019	M104	Certification	WFHM	0121184444		5/20/2019
4/24/2019	M101	Update	WFHM	0121184444		4/24/2019
11/20/2015	M101	Update	WFHM	0121184444		11/20/2015
					LOAN FOUND DURING JULY 2014 RECON 0120935937-0121777312	
7/21/2014	UIFF	UIFF - Confirmed	WFHM	0121184444		7/21/2014
7/10/2013	UIFF	UIFF - Confirmed	WFHM	0121184444		7/10/2013
2/7/2011	M114	Location Move	WFHM	0121184444		2/7/2011
1/20/2011	M104	Certification	WFHM	0121184444		1/20/2011
1/19/2011	M114	Location Move	WFHM	0121184444		1/19/2011
5/13/2010	M112	Transfer In	WFHM	0121184444		5/13/2010
5/13/2010	M111	Transfer Out	WFHM	0121184444		5/13/2010
5/13/2010	M101	Update	WFHM	0121184444		5/13/2010
4/19/2010	M114	Location Move	WFHM	0121184444		4/19/2010
4/16/2010	M101	Update	WFHM	0121184444		4/16/2010
4/16/2010	M121	Exception Removed	WFHM		MISSING SUFFIX	4/16/2010
4/16/2010	M130	Exception Add	WFHM		MISSING SUFFIX	4/16/2010
4/15/2010	M103	Deposit	WFHM	0121184444		4/15/2010
4/15/2010	M104	Certification	WFHM	0121184444		4/15/2010
4/15/2010	M104	Certification	WFHM	0121184444		4/15/2010
4/15/2010	M100	Add	WFHM	0121184444		4/15/2010

transaction_date	transtype	transtype_descr	customer_code	collateral_key	notation
9/27/2022	M116	Release (Int. to Ext.)	WFHM	0121184444	Ship to: Deutsche Bank 1761 E. Saint Andrews Place, Santa Ana, CA, 92705 Team Wells/GNMA- Review WF220C
8/19/2022	M114	Location Move	WFHM	0121184444	
5/4/2021	M104	Certification	WFHM	0121184444	
5/4/2021	M100	Add	WFHM	0121184444	Move information can be found in the Track Item Movement Log table
5/4/2021	M103	Deposit	WFHM	0121184444	Move information can be found in the Track Item Movement Log table

10/4/2022	M101	Update	121184444	SQL Login: dbg\app_prod_embv5-p;App Name: emBTRUST ProcessManager - app_prod_embv5-p	74458	10/4/2022
9/30/2022	M101	Update	121184444	SQL Login: dbg\app_prod_embv5-p;App Name: emBTRUST ProcessManager - app_prod_embv5-p	74458	9/30/2022
9/30/2022	M155	Change Collateral Value	121184444		74458	9/30/2022
9/30/2022	M131	Grade Change	121184444		74458	9/30/2022
9/30/2022	M104	Certification	121184444		74458	9/30/2022
9/30/2022	M100	Add	121184444	Move information can be found in the Track Item Movement Log table;SQL Login: dbg\app_prod_embv5-p;App Name: emBTRUST ProcessManager - app_prod_embv5-p	74458	9/30/2022

11/18/2022	M101	Update	121184444	SQL Login: dbg\app_prod_embv5-p;App Name: emBTRUST Business - app_prod_embv5-p	77558	11/18/2022
11/18/2022	M101	Update	121184444	SQL Login: dbg\app_prod_embv5-p;App Name: emBTRUST Business - app_prod_embv5-p	77558	11/18/2022
11/9/2022	M101	Update	121184444	SQL Login: dbg\app_prod_embv5-p;App Name: emBTRUST ProcessManager - app_prod_embv5-p	685	11/9/2022
11/7/2022	M101	Update	121184444	SQL Login: dbg\app_prod_embv5-p;App Name: emBTRUST ProcessManager - app_prod_embv5-p	685	11/7/2022
10/13/2022	IMD	Imaging Document	121184444		40149	10/13/2022
10/13/2022	IMD	Imaging Document	121184444		40149	10/13/2022
10/13/2022	IMD	Imaging Document	121184444		40149	10/13/2022
10/13/2022	IMD	Imaging Document	121184444		40149	10/13/2022
10/12/2022	M101	Update	121184444	SQL Login: dbg\app_prod_embv5-p;App Name: emBTRUST ProcessManager - app_prod_embv5-p	685	10/12/2022
10/11/2022	M131	Grade Change	121184444		76354	10/11/2022
10/11/2022	M105	Document Package Review	121184444		76354	10/11/2022
10/11/2022	M104	Certification	121184444		76354	10/11/2022
10/11/2022	M131	Grade Change	121184444		76354	10/11/2022
10/11/2022	M103	Deposit	121184444	Move information can be found in the Track Item Movement Log table	76354	10/11/2022
10/11/2022	M101	Update	121184444	SQL Login: dbg\app_prod_embv5-p;App Name: emBTRUST Business - app_prod_embv5-p	76354	10/11/2022
10/7/2022	M101	Update	121184444	SQL Login: dbg\app_prod_embv5-p;App Name: emBTRUST ProcessManager - app_prod_embv5-p	74458	10/7/2022
10/5/2022	M101	Update	121184444	SQL Login: dbg\app_prod_embv5-p;App Name: emBTRUST ProcessManager - app_prod_embv5-p	74458	10/5/2022

transaction_date	transtype	transtype_descr	collateral_key	notation	ned_by	effective_date
9/25/2025	M667	Shipment Detail Processed	121184444		77971	9/25/2025
9/25/2025	M131	Grade Change	121184444		77971	9/25/2025
9/25/2025	M116	Release (Int. to Ext.)	121184444		77971	9/25/2025
9/25/2025	M649	Shipment Detail Update	121184444		77971	9/25/2025
9/25/2025	M649	Shipment Detail Update	121184444		77971	9/25/2025
9/23/2025	M133	Release Request	121184444		79882	9/23/2025
7/4/2025	M122	Key Change	121184444		40149	7/4/2025
10/1/2024	M101	Update	121184444		79535	10/1/2024
2/29/2024	M101	Update	121184444		74458	2/29/2024
12/17/2023	M101	Update	121184444		74458	12/17/2023
6/28/2023	M101	Update	121184444		74458	6/28/2023
				SQL Login: dbg\app_prod_embv5-p;App Name: emBTRUST ProcessManager - app_prod_embv5-p		
2/13/2023	M101	Update	121184444		74458	2/13/2023
2/13/2023	M101	Update	121184444	SQL Login: dbg\app_prod_embv5-p;App Name: emBTRUST ProcessManager - app_prod_embv5-p	74458	2/13/2023
2/13/2023	M101	Update	121184444	SQL Login: dbg\app_prod_embv5-p;App Name: emBTRUST ProcessManager - app_prod_embv5-p	74458	2/13/2023
12/19/2022	M101	Update	121184444	SQL Login: dbg\app_prod_embv5-p;App Name: emBTRUST ProcessManager - app_prod_embv5-p	74458	12/19/2022
12/19/2022	M101	Update	121184444	SQL Login: dbg\app_prod_embv5-p;App Name: emBTRUST ProcessManager - app_prod_embv5-p	74458	12/19/2022
12/7/2022	M101	Update	121184444	SQL Login: dbg\app_prod_embv5-p;App Name: emBTRUST ProcessManager - app_prod_embv5-p	74458	12/7/2022
11/18/2022	M105	Document Package Review	121184444		77558	11/18/2022
11/18/2022	M101	Update	121184444	SQL Login: dbg\app_prod_embv5-p;App Name: emBTRUST Business - app_prod_embv5-p	77558	11/18/2022

# **EXHIBIT D**

CITY OF BALTIMORE RECORDATION TAX

EXEMPT DOCUMENT

REVENUE COLLECTIONS

DEPARTMENT OF FINANCE

*Ottieka A. Otis*

Recordation Clerk

03/20  
Date

This Document Prepared By:

**ANJALI BIJAMWAR**  
**WELLS FARGO BANK, N.A.**  
**1 HOME CAMPUS**  
**DES MOINES, IA 50328**  
**(800) 416-1472**

When recorded mail to: 12631687

FAMS-DTO Rec   
 3 First American Way  
 Santa Ana, CA 92707  
 WELL'S F 1079.24 | PC REC  
 R3.MD SCHATZ E-Record

Tax/Parcel #: 1303770091

[Space Above This Line for Recording Data]

FHA Case No.: 703 244-034358 6  
 Loan No: (scan barcode)

## PARTIAL CLAIMS MORTGAGE

### PRINCIPAL RESIDENCE

THIS SUBORDINATE MORTGAGE ("Security Instrument") is given on **JULY 25, 2020**. The mortgagor is **RANDI J SCHATZ, DAVID T SCHATZ** ("Borrower"), whose address is **3235 MAGNOLIA AVE, HALETHORPE, MARYLAND 21227**. This Security Instrument is given to the **Secretary of Housing and Urban Development**, whose address is **451 Seventh Street SW, Washington, DC 20410** ("Lender"). Borrower owes Lender the principal sum of **THREE THOUSAND ONE HUNDRED EIGHTY DOLLARS AND 16 CENTS** Dollars (U.S. \$3,180.16). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for the full debt, if not paid earlier, due and payable on **MARCH 1, 2043**.

This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, advanced under Paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, warrant, grant and convey to the Lender, with power of sale, the following described property located in the **COUNTY OF BALTIMORE CITY, State of MARYLAND**:

which has the address of, **3235 MAGNOLIA AVE, HALETHORPE, MARYLAND 21227** (herein "Property Address");

Wells Fargo Custom Partial Claims Loan Modification Agreement  
 07072020\_259



**SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF:**

Tax Parcel No. **1303770091**

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing, is referred to in this Security Instrument as the "Property".

**BORROWER COVENANTS** that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property, and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

**UNIFORM COVENANTS.** Borrower and Lender covenant and agree as follows:

**1. Payment of Principal.** Borrower shall pay when due the principal of the debt evidenced by the Note.

**2. Borrower Not Released; Forbearance By Lender Not a Waiver.** Extension of the time of payment of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successor in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

**3. Successors and Assigns Bound; Joint and Several Liability; Co-signers.** The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the term of this Security Instrument or the Note without that Borrower's consent.

**4. Notices.** Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to: Department of Housing and Urban Development, Attention: Single Family Notes Branch, 451 Seventh Street SW, Washington, DC 20410 or any address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

**5. Governing Law; Severability.** This Security Instrument shall be governed by Federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

**6. Borrower's Copy.** Borrower shall be given one conformed copy of the Note and of this Security Instrument.

Wells Fargo Custom Partial Claims Loan Modification Agreement  
07072020\_259



NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

**7. Acceleration; Remedies.** Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument. The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the non-existence of a default or any other defense of Borrower to acceleration and sale. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may invoke the power of sale and any other remedies permitted by Applicable Law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 7, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

If the Lender's interest in this Security Instrument is held by the Secretary and the Secretary requires immediate payment in full under Paragraph 4 of the Subordinate Note, the Secretary may invoke the non-judicial power of sale provided in the Single Family Mortgage Foreclosure Act of 1994 ("Act") (12 U.S.C. § 3751 *et seq.*) by requesting a foreclosure commissioner designated under the Act to commence foreclosure and to sell the Property as provided by the Act. Nothing in the preceding sentence shall deprive the Secretary of any rights otherwise available to Lender under this paragraph or applicable law.

**8. Subrogation.** Any of the proceeds of the Note used to take up outstanding liens against all or any part of the Property have been advanced by Lender at Borrower's request and upon Borrower's representation that such amounts are due and are secured by valid liens against the Property. Lender shall be subrogated to any and all rights, superior titles, liens and equities owed or claimed by any owner or holder of any owner or holder of any outstanding liens and debts, regardless of whether said liens or debts are acquired by Lender by assignments or are released by the holder thereof upon payment.

**9. Partial Invalidity.** In event any portion of the sums intended to be secured by this Security Instrument cannot be lawfully secured hereby, payments in reduction of such sums shall be applied first to those portions not secured hereby. In the event that any applicable law limiting the amount of interest or other charges permitted to be collected is interpreted so that any charge provided for in this Security Instrument or in the Note, whether considered separately or together with other charges that are considered

A part of this Security Instrument and Note transaction, violates such law by reason, such charge is hereby reduced to the extent necessary to eliminate such violation. The amounts of such interest or other charges previously paid to Lender in excess of the amounts permitted by applicable law shall be applied by lender to reduce the principal of the indebtedness evidenced by the Note, or, at Lender's option, be refunded.

**10. Loan Charges.** If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

**11. Borrower's Authorization for Disclosure of Financial Information.** Borrower hereby authorizes the holder of any mortgage, deed of trust or other encumbrance with a lien that has a priority over

Wells Fargo Custom Partial Claims Loan Modification Agreement  
07072020\_259



this Security Instrument to disclose any financial information requested in writing by the above-named Lender regarding Borrower's loan. Such information may include, but shall not be limited to, the following information: current loan balance, loan status, delinquency notices, tax and insurance receipts, hazard insurance policies and flood insurance policies, and any other information deemed necessary in its sole discretion by Lender.

To the extent the lender may elect to do so, from time to time, the Borrower hereby authorizes Lender to cure wholly or in part any default or failure of performance under the terms of the prior Note and Security Instrument. The Borrower hereby indemnifies and agrees to hold harmless any Lender acting in reliance upon this provision from any and all liability and causes of action arising from actions taken pursuant to this provision, including, but not limited to, all attorney fees, costs and expenses incurred for any reason. This provision cannot be amended, revoked, superseded, or canceled prior to payment in full of the subordinate debt without the express written consent of the Lender. This provision of the Security Instrument may be continually used from time to time, and shall inure to the benefit of the Lender, its successors and assigns.

**12. Wavier of Notice of Intention and Accelerate.** Borrower waives the right to notice of intention to require payment in full of all sums secured by this Security Instrument except as provided in paragraph 7.

**13.** Borrower must deliver to Wells Fargo Home Mortgage a properly signed HUD Partial Claim package, which includes, Partial Claims Promissory Note, Subordinate Deed of Trust, Notice of No Oral Agreements, and Errors and Omissions Compliance Agreement by **AUGUST 9, 2020**. If Borrower does not return a properly signed HUD Partial Claim package by this date Wells Fargo Home Mortgage may deny or cancel the Partial Claim Agreement. If the Borrower returns a properly signed HUD Partial Claim package by said date, payments pursuant to the Partial Claim Agreement are due as outlined in this HUD Partial Claim package. Wells Fargo Home Mortgage may deny or cancel the Partial Claims Promissory Note if Borrower fails to make the first payment due as outlined in this HUD Partial Claim package.



BY SIGNING BELOW Borrower accepts and agrees to the terms and covenants contained in this Security Instrument.

Borrower: RANDI J SCHATZ

Borrower: DAVID T SCHATZ

8/6/2020  
Date  
8/6/2020  
Date

[Space Below This Line for Acknowledgments]

#### BORROWER ACKNOWLEDGMENT

STATE OF Maryland,  
Anne Arundel COUNTY, to wit:

I hereby certify, that on this August 6<sup>th</sup>, in the year 2020, before me, the subscriber, Kevin Josue Flores, personally appeared RANDI J SCHATZ, DAVID T SCHATZ, and acknowledged the foregoing deed to be his act.

AS WITNESS: my hand and Notarial seal.

My Commission Expires: March 6, 2023

Notary Public

Prepared by:  
ANJALI BIJAMWAR  
WELLS FARGO BANK, N.A.  
1 HOME CAMPUS  
DES MOINES, IA 50328  
(800) 416-1472

RECORD AND RETURN TO:  
FIRST AMERICAN TITLE CO.  
FAMS - DTO RECORDING  
3 FIRST AMERICAN WAY  
SANTA ANA, CA 92707-9991



Wells Fargo Custom Partial Claims Loan Modification Agreement  
07072020\_259



**EXHIBIT A**

**BORROWER(S): RANDI J SCHATZ, DAVID T SCHATZ**

**LOAN NUMBER: (scan barcode)**

**LEGAL DESCRIPTION:**

**THE LAND REFERRED TO IN THIS REPORT IS SITUATED IN THE STATE OF MARYLAND,  
COUNTY OF BALTIMORE, AND DESCRIBED AS FOLLOWS:**

**BEING KNOWN AND DESIGNATED AS LOTS NOS. 784 AND 785 AS SHOWN ON A PLAT OF  
PART OF SECTION A, ENGLISH CONSUL ESTATE", WHICH PLAT IS RECORDED AMONG THE  
LAND RECORDS OF BALTIMORE COUNTY IN PLAT BOOK M.P.C. NO. 3, FOLIO 108.**

**ALSO KNOWN AS: 3235 MAGNOLIA AVE, HALETHORPE, MARYLAND 21227**

7567



1093

7567 2340  
2023

Fee - DOT/MTG Recording 20.00  
Name: RANDI J SCHARTZ  
REF: 3235 MAGNOLIA AVE  
LR - Surcharge 40.00  
Tax 0.00  
SubTotal: 60.00  
Total: 60.00  
10/06/2020 01:54  
C224-DE  
#14152426 CO0601 -  
Baltimore City  
Michele/COCB.01.DA -  
Registrer MA

016366

# EXHIBITE

CASE NUMBER: 613317/2024

**EXHIBIT(S) - J (Motion #001) - Business records re: note**

Document prepared for:  
Attorney Jeffrey Michael Schatz

<b>CASE NAME</b>	<b>DOCUMENT FILED DATE</b>
Wells Fargo Bank, N.A. v. Andrew Mcauliffe, The United States Of America a/t The Secretary of Housing and Urban Development, John Doe said name being fictitious, it being the...	May 30th, 2025
<b>CASE FILING DATE</b>	<b>COUNTY</b>
July 30th, 2024	Nassau county, NY
<b>JUDGE</b>	<b>CATEGORY</b>
Part 2 Foreclosure	Real Property - Mortgage Foreclosure - Residential
<b>STATUS</b>	
Active	

## **EXHIBIT J**



						SQL Login: dbg\app_prod_embv5-p;App Name: emBTRUST Business - app_prod_embv5-p	
10/27/2022	Update	BP-WELLS-WF220C	[REDACTED]	[REDACTED]	0d 0h 0m	Move information can be found in the Track Item Movement Log table	00:00:00
10/27/2022	Deposit	BP-WELLS-WF220C	[REDACTED]	[REDACTED]	0d 0h 0m		00:00:00
10/27/2022	Grade Change	BP-WELLS-WF220C	[REDACTED]	[REDACTED]	0d 0h 0m		00:00:00
10/27/2022	Certification	BP-WELLS-WF220C	[REDACTED]	[REDACTED]	0d 0h 0m		00:00:00
10/27/2022	Document Package Review	BP-WELLS-WF220C	[REDACTED]	[REDACTED]	0d 0h 0m		00:00:00
						SQL Login: dbg\app_prod_embv5-p;App Name: emBTRUST ProcessManager - app_prod_embv5-p	
11/7/2022	Update	BP-WELLS-WF220C	[REDACTED]	[REDACTED]	0d 0h 0m		00:00:00
12/30/2022	Release Request	BP-WELLS-WF220C	[REDACTED]	[REDACTED]	0d 0h 0m		00:00:00
1/4/2023	Shipment Detail Update	BP-WELLS-WF220C	[REDACTED]	[REDACTED]	0d 0h 0m		00:00:00
1/4/2023	Shipment Detail Update	BP-WELLS-WF220C	[REDACTED]	[REDACTED]	0d 0h 0m		00:00:00
1/4/2023	Release (Int. to Ext.)	BP-WELLS-WF220C	[REDACTED]	[REDACTED]	0d 0h 0m		00:00:00
1/4/2023	Grade Change	BP-WELLS-WF220C	[REDACTED]	[REDACTED]	0d 0h 0m		00:00:00
1/4/2023	Shipment Detail Processed	BP-WELLS-WF220C	[REDACTED]	[REDACTED]	0d 0h 0m		00:00:00
9/28/2023	Update	BP-WELLS-WF220C	[REDACTED]	[REDACTED]	0d 0h 0m		00:00:00
9/28/2023	Change Collateral Value	BP-WELLS-WF220C	[REDACTED]	[REDACTED]	0d 0h 0m		00:00:00
10/4/2023	Update	BP-WELLS-WF220C	[REDACTED]	[REDACTED]	0d 0h 0m		00:00:00
10/10/2023	Imaging Document	BP-WELLS-WF220C	[REDACTED]	[REDACTED]	N/A	A0F8198B-0000-C717-9420- 422E0E048D92	00:00:00
10/10/2023	Imaging Document	BP-WELLS-WF220C	[REDACTED]	[REDACTED]	N/A	202F1A8B-2100-C8A4-80B2- 8C650D73C5E3	00:00:00
10/12/2023	Update	BP-WELLS-WF220C	[REDACTED]	[REDACTED]	0d 0h 0m		00:00:00
10/12/2023	Return (Ext. to Int.)	BP-WELLS-WF220C	[REDACTED]	[REDACTED]	0d 0h 0m		00:00:00
10/12/2023	Reinstate (Ret. to On Hand)	BP-WELLS-WF220C	[REDACTED]	[REDACTED]	0d 0h 0m		00:00:00
10/12/2023	Grade Change	BP-WELLS-WF220C	[REDACTED]	[REDACTED]	0d 0h 0m		00:00:00
10/12/2023	Certification	BP-WELLS-WF220C	[REDACTED]	[REDACTED]	0d 0h 0m		00:00:00
10/12/2023	Document Package Review	BP-WELLS-WF220C	[REDACTED]	[REDACTED]	0d 0h 0m		00:00:00
11/8/2023	Transfer Out	BP-WELLS-WF220C	[REDACTED]	[REDACTED]	0d 0h 0m		00:00:00
11/8/2023	Transfer In	GNMA-WELLS-WF221C	[REDACTED]	[REDACTED]	0d 0h 0m		00:00:00
11/8/2023	Update	GNMA-WELLS-WF221C	[REDACTED]	[REDACTED]	0d 0h 0m		00:00:00
1/29/2024	Document Package Review	GNMA-WELLS-WF221C	[REDACTED]	[REDACTED]	0d 0h 0m		00:00:00
1/29/2024	Imaging Document	GNMA-WELLS-WF221C	[REDACTED]	[REDACTED]	N/A	C075568D-0500-C8C4-9C64- AB36582A18D3	00:00:00
1/30/2024	Document Package Review	GNMA-WELLS-WF221C	[REDACTED]	[REDACTED]	0d 0h 0m		00:00:00
1/30/2024	Imaging Document	GNMA-WELLS-WF221C	[REDACTED]	[REDACTED]	N/A	D0BF5A8D-0000-C6BB-B2B7- C11D32F0657	00:00:00
1/30/2024	Imaging Document	GNMA-WELLS-WF221C	[REDACTED]	[REDACTED]	N/A	00C05A8D-0100-C8C8-B0DF- 9FF39F632A81	00:00:00
2/23/2024	Update	GNMA-WELLS-WF221C	[REDACTED]	[REDACTED]	0d 0h 0m		00:00:00
2/23/2024	Transfer Out	GNMA-WELLS-WF221C	[REDACTED]	[REDACTED]	0d 0h 0m		00:00:00
2/23/2024	Transfer In	GNMA-WELLS-WF221C	[REDACTED]	[REDACTED]	0d 0h 0m		00:00:00
2/23/2024	Update	GNMA-WELLS-WF221C	[REDACTED]	[REDACTED]	0d 0h 0m		00:00:00
3/25/2024	Imaging Document	GNMA-WELLS-WF221C	[REDACTED]	[REDACTED]	N/A	D0B3748E-0000-CA12-B0E6- 83FAE85B77DE	00:00:00
6/12/2024	Imaging Document	GNMA-WELLS-WF221C	[REDACTED]	[REDACTED]	N/A	C0710B90-0000-CE10-AD9F- D21A55619DC2	00:00:00

File History for Servicing Loan # [REDACTED] MCAULIFFE, ANDREW

File Location			
Date	Location	Loc Chgd By	Additional In ^
09/29/2023	DCDEU	CAYALA01	SHOREVIEW
09/28/2023	CFS	CAYALA01	SHOREVIEW
09/28/2023	OTHER	arrowpu	SEE COMMEN
09/25/2023	HMEC_IMG	JASAMOAH	
09/22/2023	SH2HMEC	BAHRENDT	
09/21/2023	HMEC_IC	AAMENOUG	
01/10/2023	A-NY-GRS	arrowpu	
01/06/2023	HMEC_IMG	ASCHRO02	
10/06/2022	DCDEU	arrowpu	Truck Shipm
09/29/2022	ENROUTE	arrowpu	Truck Shipm
04/30/2020	DCWFBD	Ippsd00a	
04/24/2020	SH2HMEC	ZVANG003	
04/23/2020	HMEC_REV	Ippsd00a	

File History for Servicing Loan # [REDACTED] MCAULIFFE, ANDREW

File Location			
Date	Location	Loc Chgd By	Additional In ^
09/28/2023	OTHER	arrowpu	SEE COMMEN
09/25/2023	HMEC_IMG	JASAMOAH	
09/22/2023	SH2HMEC	BAHRENDT	
09/21/2023	HMEC_IC	AAMENOUG	
01/10/2023	A-NY-GRS	arrowpu	
01/06/2023	HMEC_IMG	ASCHRO02	
10/06/2022	DCDEU	arrowpu	Truck Shipm
09/29/2022	ENROUTE	arrowpu	Truck Shipm
04/30/2020	DCWFBD	Ippsd00a	
04/24/2020	SH2HMEC	ZVANG003	
04/23/2020	HMEC_REV	Ippsd00a	
04/20/2020	HMEC_IMG	LXIONG02	
01/16/2013	NWB-CUST	tibco	

Document Management lpsvd418 04/23/2020 05:25 am General

FCSDB: Collateral File Shipped to HMEC\_REV on 04/22/2020--IOM00AZ3G

Document Management	lpsvd418	04/30/2020 04:39 am	General
FCSDB: Collateral File Shipped to DCWFB on 04/29/2020—IOM00AZSC			
Document Management	lpsvd418	01/10/2023 03:57 am	General
FCSDB: Collateral File Shipped to A-NY-GRS on 01/09/2023—1001899981360001422100393213242481			
Document Management	lpsvd418	09/28/2023 04:04 am	General
FCSDB: Collateral File Shipped to A-OTHER on 09/27/2023—IOM00EH98—Wells Fargo Home Mortgage Attn: Collateral Flow Services 1801 Park View Dr 1st floor Shoreview, MN 55126-5030 MAC CODE: N9159-01T			



# NYSCEF Confirmation Notice

## Nassau County Supreme Court



The NYSCEF website has received an electronic filing on 05/30/2025 05:29 PM. Please keep this notice as a confirmation of this filing.

**613317/2024**

**Wells Fargo Bank, N.A. v. Andrew McAuliffe et al**

**Assigned Judge: Nassau FP2**

### Documents Received on 05/30/2025 05:29 PM

<b>Doc #</b>	<b>Document Type</b>
--------------	----------------------

31	NOTICE OF MOTION, Motion #001
32	MEMORANDUM OF LAW IN SUPPORT, Motion #001
33	AFFIDAVIT OR AFFIRMATION IN SUPPORT OF MOTION, Motion #001
34	EXHIBIT(S) 1, Motion #001
35	EXHIBIT(S) 2, Motion #001
36	EXHIBIT(S) 3, Motion #001
37	EXHIBIT(S) 4, Motion #001
38	EXHIBIT(S) 5, Motion #001
39	EXHIBIT(S) 6, Motion #001
40	AFFIDAVIT OR AFFIRMATION IN SUPPORT OF MOTION, Motion #001
41	EXHIBIT(S) A, Motion #001
42	EXHIBIT(S) B, Motion #001
43	EXHIBIT(S) C, Motion #001
44	EXHIBIT(S) D, Motion #001

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**Maureen O'Connell, Nassau County Clerk - <http://www.nassaucountyny.gov/agencies/Clerk/index.html>**

Phone: 516-571-2660    Website: <http://www.nassaucountyny.gov/agencies/Clerk/index.html>

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**NYSCEF Resource Center, [nyscef@nycourts.gov](mailto:nyscef@nycourts.gov)**

Phone: (646) 386-3033 | Fax: (212) 401-9146 | Website: [www.nycourts.gov/efile](http://www.nycourts.gov/efile)



# NYSCEF Confirmation Notice

## Nassau County Supreme Court



**613317/2024**

**Wells Fargo Bank, N.A. v. Andrew McAuliffe et al**

**Assigned Judge: Nassau FP2**

- 45 EXHIBIT(S) E, Motion #001
- 46 EXHIBIT(S) F, Motion #001
- 47 EXHIBIT(S) G, Motion #001
- 48 EXHIBIT(S) H, Motion #001
- 49 EXHIBIT(S) I, Motion #001
- 50 EXHIBIT(S) J, Motion #001
- 51 AFFIRMATION OF GOOD FAITH, Motion #001
- 52 ORDER ( PROPOSED ), Motion #001
- 53 AFFIRMATION/AFFIDAVIT OF SERVICE, Motion #001

### Filing User

SHAMOLA ESTHER BONNER | sbonner@reedsmit.com | 6468560591  
599 Lexington Avenue, 22nd Floor, New York, NY 10022

### E-mail Service Notifications

An email regarding this filing has been sent to the following on 05/30/2025 05:29 PM:

**SHAMOLA ESTHER BONNER - sbonner@reedsmit.com**  
**JOHN A DI CARO - ROC\_E-Filing@logs.com**  
**ANDREW MARTIN MEANEY - andrew@meaneylaw.com**  
**CYRIL C. MURRAY - USANYE-NYS2410@usa.doj.gov**

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Phone: 516-571-2660    Website: <http://www.nassaucountyny.gov/agencies/Clerk/index.html>

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# NYSCEF Confirmation Notice

## Nassau County Supreme Court



**613317/2024**

**Wells Fargo Bank, N.A. v. Andrew McAuliffe et al**

**Assigned Judge: Nassau FP2**

### Email Notifications NOT Sent

<b>Role</b>	<b>Party</b>	<b>Attorney</b>
Defendant / Respondent	JOHN DOE	No consent on record.

\* Court rules require hard copy service upon non-participating parties and attorneys who have opted-out or declined consent.

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**Maureen O'Connell, Nassau County Clerk - <http://www.nassaucountyny.gov/agencies/Clerk/index.html>**

Phone: 516-571-2660    Website: <http://www.nassaucountyny.gov/agencies/Clerk/index.html>

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Phone: (646) 386-3033 | Fax: (212) 401-9146 | Website: [www.nycourts.gov/efile](http://www.nycourts.gov/efile)

# **EXHIBIT F**

## **APPENDIX III-4**

### **FORM HUD 11715 -MASTER CUSTODIAL AGREEMENT**

Public reporting burden for this collection of information is estimated to average 2 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB control number.

**Applicability:** Ginnie Mae I MBS Program and Ginnie Mae II MBS Program.

**Purpose:** To provide a form for establishment of a custodial relationship for the safekeeping of mortgage documents in the pools or loan packages backing each of the issuer's securities issues. Sets forth the responsibilities of both issuer and document custodian.

This agreement covers each pool or loan package that is (a) covered by a Schedule of Subscribers and Ginnie Mae Guaranty Agreement (or Schedule of Subscribers and Ginnie Mae Guaranty/Contractual Agreement), form HUD 11705 (Appendix III-6) or Schedule of Subscribers and Ginnie Mae Guaranty Agreement, form HUD 11705H (Appendix III-28), that identifies the document custodian covered by this agreement as the document custodian that will be used for such pool or loan package or (b) included on a list attached to this agreement pursuant to Instruction 2, below.

**Prepared by:** Issuer and Document Custodian.

**Prepared in:** Electronic form and submitted via MyGinnieMae Portal

**Completion Instructions:** General instructions to complete and submit this form to Ginnie Mae are as follows:

1. Login into MyGinnieMae;
2. Select the IPMS tab;
3. Select Master Agreements Management Application;
4. Enter the data points listed below; and
5. Select Submission Center tab to submit the agreement.

**Note: Form HUD 11702 must be submitted and approved prior to submission of the remaining agreements. Failure to do so will prevent the acceptance of other required Master Agreements.**

Issuer Detail:

- Issuer Name/Number: Type or select the Issuer Number from the drop down menu, the Issuer name will display.
- Document Date: Utilizing the calendar icon, select the date the Master Custodial Agreement is being executed.

Document Custodial Detail:

- Custodian Number/Name: Select the Document Custodian ID number from the drop down box.

Regulatory Detail:

- Regulatory Institution Name: Using the drop down menu, select the appropriate regulatory authority that governing the document custodian. Selection includes: FDIC, FRS, OCC, OTS, NCUA and FHLB.
- Consideration: Enter the annual fee charged by the document custodian (e.g. \$X,XXX.XX).
- Issuer's Signing Officer's Name/Title: These fields cannot be edited and default to name and title of the user authenticating the request.
- Custodian Signing Officer's Name/Title: These fields cannot be edited and default to name and title of the user authenticating the request.
- The Effective date is the date that the Custodian executes the form.

**PAPER FORMS ARE ONLY TO BE USED FOR CONTINUITY OF BUSINESS IN THE EVENT  
GINNIE MAE SYSTEMS ARE NOT AVAILABLE. YOU MUST RECEIVE PRIOR  
APPROVAL FROM YOUR GINNIE MAE ACCOUNT EXECUTIVE BEFORE A REQUEST  
CAN BE SUBMITTED IN PAPER FORM.**

Completion instructions for the form.

1. Check the appropriate box.
2. A list of pools and loan packages must be attached to this agreement whenever the array of pools and loan packages held by a document custodian is to be changed other than as a result of the submission of a new pool.
3. Date agreement is executed by issuer and custodian.
4. Full legal name of issuer.
5. Issuer ID Number that has been assigned by Ginnie Mae.
6. Full legal name of document custodian.
7. Document Custodian ID Number assigned by Ginnie Mae.
8. Federal or state regulatory authority governing document custodian.
9. Some consideration must be shown, e.g.: compensating balances; \$1 and other good and valuable consideration; \$1 monthly or annual fee charged by custodian.
10. Type full legal name of issuer.
11. Signature and title of an authorized officer of issuer as evidenced by Resolution of Board of Directors and Certificate of Authorized Signatures, form HUD 11702 (Appendix I-2), previously submitted to Ginnie Mae.
12. Signature and title of attesting officer. (Must be an authorized officer as evidenced by Resolution of Board of Directors and Certificate of Authorized Signatures, form HUD 11702 (Appendix I-2).)
13. Type full name of document custodian.
14. Signature and title of an authorized officer of document custodian.
15. Signature and title of attesting officer of document custodian.

# Master Custodial Agreement

 Initial Renewal

**U.S. Department of Housing  
and Urban Development**  
Government National Mortgage Association

OMB Approval No. 2503-0033 (Exp.04/30/2026)

Public reporting burden for this collection of information is estimated to average 2 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB control number.

The information is required by Sec. 306(g) of the National Housing Act or by Ginnie Mae Guide 5500.3, Rev. 1, in order to establish a custodial relationship for the safekeeping of mortgage documents in the pools or loan packages backing each of the issuer's securities issues. The agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB control number. The information collected will not be disclosed outside the Department except as required by law.

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## The attached list of Pools and Loan Packages is covered by this Agreement

**The Master Agreement** dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by and between

\_\_\_\_\_ (Issuer), \_\_\_\_\_ (Issuer ID Number) and  
\_\_\_\_\_ (Custodian), \_\_\_\_\_ (Custodian ID Number).

**Whereas**, the Issuer proposes to issue mortgage-backed securities guaranteed by the Government National Mortgage Association (Ginnie Mae) pursuant to Section 306(g) of the National Housing Act; and

**Whereas**, these securities will be based on and backed by all pools and/or loan packages of mortgages to be identified in the records of Ginnie Mae by the Issuer's I. D. Number

**Whereas**, the Custodian is a financial institution regulated by

(must be regulated by the Federal Deposit Insurance Corporation (FDIC), the Federal Reserve System (FRS), the Office of the Comptroller of the Currency of the U. S. (OCC), the Office of Thrift Supervision (OTS), the National Credit Union Administration (NCUA), or a Federal Home Loan Bank (FHLB)).

**Whereas**, the parties to this Agreement desire to set forth the terms and conditions for the deposit and custodianship of the documents evidencing and relating to mortgages to be pooled under the Ginnie Mae Mortgage-Backed Securities Program.

**Therefore**, in consideration of the mutual undertakings expressed in this Agreement, the parties agree as follows:

1. The Issuer shall originate or acquire mortgages that will provide the base and backing for the mortgage-backed securities; all of these mortgages shall be insured or guaranteed by the Federal Housing Administration (FHA), the Department of Veterans Affairs (VA), the Department of Agriculture, Rural Development (RD) or by the Secretary of Housing and Urban Development.
2. For each eligible mortgage, the Issuer shall deposit with the Custodian the documents referenced by the following Sections of the Ginnie Mae Mortgage-Backed Securities Guide, Rev. 1:

**a. For Initial Certification:**

**For SF, FS, BD, AR, AQ, AT, AF, FT, AS, AX, GP, GT, GA, GD, and SN pools:** Section 13-4(A) of the Ginnie Mae MBS Guide, Rev. 1.

**For MH pools:** Sections 13-4(A) and 30-4(A)(1) of the Ginnie Mae MBS Guide, Rev. 1.

**For HMBS pools:** Sections 13-4(A) and 35-8 of the Ginnie Mae MBS Guide, Rev. 1.

**b. For Final Certification:**

**For SF, FS, BD, AR, AQ, AT, AF, FT, AS, AX, GP, GT, GA, GD, and SN pools:** Section 13-4(B) of the Ginnie Mae MBS Guide, Rev. 1.

**For MH pools:** Sections 13-4(B) and 30-4(A)(2) of the Ginnie Mae MBS Guide, Rev. 1.

**For PL, PN, LM, RX and LS pools:** Sections 13-4(B), and 31-10 of the Ginnie Mae MBS Guide, Rev. 1. (Final Certification only)

**For CL and CS pools:** Sections 13-4(B) and 32-8 of the Ginnie Mae MBS Guide, Rev. 1. (Final Certification only)

**For HMBS pools:** Sections 13-4(B) and 35-8 of the Ginnie Mae MBS Guide, Rev. 1.

3. If documents with respect to any mortgage (or related to a Participation) in the pools or loan packages are found to be defective, the Issuer shall replace the defective documents or repurchase the mortgage at par, pursuant to applicable requirements of the Ginnie Mae Mortgage-Backed Securities Guide, Rev. 1.
4. For all mortgage documents deposited with the Custodian, the Issuer shall submit to the Custodian a Schedule of Pooled Mortgages (form HUD 11706) or a Schedule of Pooled Participations and Mortgages (form HUD 11706H..
5. The Custodian shall review each mortgage file in accordance with instructions in the Ginnie Mae Mortgage-Backed Securities Guide, Rev. 1, including the Document Custodian Manual (Appendix V-1). The Custodian shall notify the Issuer immediately of any missing, incomplete, or inconsistent documents, and the Issuer shall deposit such missing documents or complete or correct the documents.

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6. When documents described in paragraph 2a. above have been received, the Custodian shall make its **initial certification** on the Schedule of Pooled Mortgages, or on the Schedule of Pooled Participations and Mortgages, and, shall forward that document to Ginnie Mae or its agent either itself or through the Issuer, and shall sign a copy and deliver it to the Issuer. For multifamily pools, i.e., PL, PN, LM, RX, LS, CL, and CS, there is only one certification, which is the final certification. (It is the Issuer's responsibility to provide the documents to the custodian in a timely manner).
7. Within no more than 12 months from the date of issue of the securities, all the documents described in paragraph 2b. above shall be delivered to the Custodian by the Issuer. Upon receipt and review of the documents, the Custodian shall make its **final certification** on a copy of the Schedule of Pooled Mortgages or Schedule of Pooled Participations and Mortgages and shall forward that Schedule to Ginnie Mae or its agent either itself or through the Issuer and shall sign another copy and deliver it to the Issuer.
8. The Custodian shall segregate and maintain continuous custody and control of all documents deposited with it on behalf of Ginnie Mae until the mortgage notes are paid in full, and shall hold the documents in secure and fireproof facilities, in accordance with customary standards for such storage. (The Custodian may rely on information received from the Issuer pertaining to the payment of the mortgage notes absent evidence or knowledge to the contrary.)
9. The Custodian, only upon presentation by the Issuer of a Request for Release of Documents (form HUD 11708), shall release to the Issuer the appropriate documents in custody of the Custodian, and shall retain the Request as a receipt from the Issuer. The Issuer shall make such request only when it is necessary for carrying out the Issuer's responsibilities to service, collect prepayment in full, or foreclose mortgage loans in the pools or loan packages.
10. At any reasonable time, the Custodian shall make available for examination and audit by representatives of the Issuer or Ginnie Mae all documents in its custody, as well as the accounts and records pertaining to the mortgage or Participation pools or loan packages.
11. Upon representation to the Custodian by Ginnie Mae that a default has occurred under a Contractual Agreement or Guaranty Agreement between the Issuer and Ginnie Mae, the Custodian shall comply with all Ginnie Mae demands, including, but not limited to, the delivery to Ginnie Mae or its designee of all loan documents in the Custodian's custody. Such demands shall be in Ginnie Mae's sole discretion.
12. If, following such a default, Ginnie Mae elects to assume or transfer the duties and obligations of the Issuer and elects to continue the custodial relationship, the Custodian agrees to continue its obligations herein for Ginnie Mae for a reasonable time on the same terms and conditions as set forth in this Agreement, provided that in no event shall Ginnie Mae be obligated to pay compensation or a fee for the holding or release of any documents pertaining to any loan or loans, during such reasonable period. If, however, Ginnie Mae elects to terminate such Agreement, Custodian shall comply with this election to terminate without charge to Ginnie Mae.
13. Issuer and Custodian agree that this Agreement is for the benefit of and enforceable by Ginnie Mae. The Custodian agrees to comply with the terms of the Ginnie Mae Mortgage-Backed Securities Guide, Rev. 1, including the Document Custodian Manual, except to the extent inconsistent with this Agreement.
14. Consideration for services to be performed by the Custodian under this Agreement shall be:

**In Witness Whereof** the parties duly executed this Agreement on the date reflected above:

form **HUD-11715** (12/2007)

Attest: (Signature and Title)	Name of Issuer   (Authorized Signature and Title)
Attest (Signature and Title)	Name of Document Custodian   (Authorized Signature and Title)

# EXHIBIT G

IN THE CIRCUIT COURT FOR BALTIMORE COUNTY, MARYLAND

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ANDREW BRENNER, *et al.*,

\*

*Plaintiffs,*

\*

v.

\*

JEFFREY SCHATZ,

\*

*Defendant.*

\*

\*

\*

\*

\*

\*

Case No.: C-03-CV-24-003218

JEFFREY SCHATZ,

\*

*Counterclaimant,*

\*

v.

\*

ANDREW BRENNER, *et al.*,

\*

*Counterclaim Defendants,*

\*

WELLS FARGO N.A.,

\*

\*

*Counterclaim Defendant,*

\*

DEUTSCHE BANK

NATIONAL TRUST COMPANY,

\*

AFFIDAVIT OF JEFFREY SCHATZ

\*

*Counterclaim Defendant.*

---

**AFFIDAVIT OF JEFFREY SCHATZ**  
**(In Support of Defendant's Emergency Motion to Stay Sale and Dismiss Action)**

I, Jeffrey Schatz, being of sound mind and over the age of eighteen (18) years, do hereby state and affirm under the penalties of perjury that the following facts are true and correct to the best of my personal knowledge, information, and belief:

1. I am the Defendant and Counterclaimant in the above-captioned matter, and I reside at 18 Edmondson Ridge Road, Catonsville, MD 21228 (the "Property"). I have personal knowledge of the facts set forth in this Affidavit.

**Forensic Discovery of Forgery and Spoliation**

2. On or about November 11, 2025, while reviewing the documents filed by the Plaintiffs in the Maryland Electronic Courts (MDEC) system, I discovered objective evidence of digital alteration, spoliation, and forgery on the purported Promissory Note (Exhibit A/C).

3. Using standard PDF analysis tools, I discovered that the Promissory Note filed in MDEC is a multi-layered digital object, not a flat scan of a "wet ink" document.

4. I observed that a low-quality digital "mask" or "overlay" has been applied specifically to the three pages of the Promissory Note, but not to the other pages in the same 100-page exhibit. This overlay intentionally degrades the document's quality.

5. When I interacted with this digital overlay, I was able to reveal the layer underneath. This underlying layer shows the original, high-resolution, laser-printed Promissory Note.

6. On this original underlying layer, the indorsement page is **blank**. The note is **unindorsed**. This act of concealment constitutes spoliation of evidence.

7. To conceal this fatal defect and create the false appearance of standing, Plaintiffs digitally "spliced" a fraudulent indorsement onto the document. This is proven by the following objective, verifiable facts:

8. **Visual Mismatch (Compression Artifacting):** I personally observed that the "Joan M. Mills, Vice President" signature block is a visibly "fuzzy," low-resolution, and pixelated image. It shows severe "compression artifacting". In stark contrast, the "PAY TO THE ORDER OF..." stamp it is layered upon is a clean, high-resolution vector image. This mismatch proves they are two separate objects, from different sources, digitally combined.

9. **PDF Object Analysis:** Using the Adobe Acrobat Pro "Preflight" tool, I generated a report on the PDF's structure. (A true and accurate screenshot of this analysis is referenced in my Motion as Exhibit G). This report confirms that the "Joan M. Mills" signature block is a separate **"Form XObject"**. This is the technical term for an external, independent object that has been "layered" or "spliced" onto the page, proving it is not part of a unified, original scan.

10. **PDF Content Stream:** I further analyzed the PDF's "Content Stream." (A true and accurate screenshot of this is referenced in my Motion as Exhibit G). This analysis shows a long, repetitive list of "q" operators, which are commands to "save graphics state." This proves the page is a complex, multi-layered composite object, not a flat scan of a paper document.

### **Pattern of Practice (Scienter)**

11. Following an inadvertent communication from Plaintiffs' counsel, Daniel Z. Herbst, which identified the related case *Erik B. Cherdak and Lauren A. Cherdak, v. Kristine D Brown, et al.*, Case No.: ACM-REG-1978-2024, I have been in collaborative communication with Mr. Cherdak.

12. We applied the same forensic tests to the note in his case. (True and accurate screenshots are attached to my Motion as Exhibit H).

13. The "Karen Davis" indorsements in the *Cherdak* case are **pixel-for-pixel identical** to each other, proving they are a re-used digital "robo-signature" asset.

14. Furthermore, they exhibit the *exact same* fabrication method: a low-resolution, "fuzzy" signature block (showing compression artifacting) spliced onto a clean, high-resolution stamp. This proves the forgery in my case is not an error but a systematic *modus operandi*.

### **Factual Basis for Defenses II, III, and IV**

15. I have reviewed Plaintiffs' own "Sworn Responses to Defendant's Request for Production" (Exhibit B). In response to Request No. 2, Plaintiffs admit under oath that "Deutsche Bank remained in possession of the original Note from **October 11, 2022, until September 25, 2025.**"

16. The Order to Docket in this case was filed on or about **August 26, 2024**.

17. I have reviewed the Note (Exhibit A/C). It is specially indorsed "PAY TO THE ORDER OF WELLS FARGO BANK, N.A.".

18. I have reviewed the Land Records for Baltimore County. (Attached to my Motion as Exhibit D) is a true and correct copy of a "Partial Claims Mortgage" recorded against the Property. This document explicitly identifies the "Lender" as the "**Secretary of Housing and Urban Development**".

19. I have reviewed the "Custodial Agreement" (Exhibit F) provided by Plaintiffs, which states it is for the "safekeeping of mortgage documents" and is "enforceable by **Ginnie Mae**" and that the custodian holds the documents "**on behalf of Ginnie Mae.**"

#### **Formal Compliance (Rule 14-211(a)(3))**

20. This Affidavit is made in support of my Emergency Motion to Stay Sale and Dismiss Action.

21. A collateral action (Counterclaim), Case No. C-03-CV-24-003812, is pending in this Court.

22. I was served with the Order to Docket and have been an active participant in this case since its commencement.

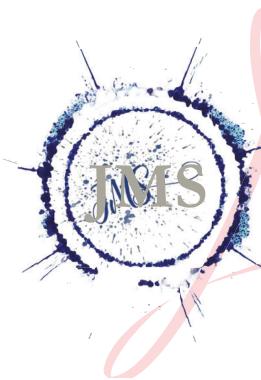
I solemnly **SWEAR** ad **AFFIRM** under the penalties of perjury that the contents of the foregoing Affidavit are true and correct to the best of my personal knowledge, information, and belief.

Dated: November 14, 2025



\_\_\_\_\_  
**JEFFREY SCHATZ**

18 Edmondson Ridge Road  
Catonsville, MD 21228  
(240) 490-0053  
[thecornerspore@gmail.com](mailto:thecornerspore@gmail.com)  
Defendant / Counterclaimant,  
*in propria persona.*



Digitally signed by  
Jeffrey M. Schatz  
DN: cn=Jeffrey M. Schatz,  
o=The Corner Spore,  
ou=devops,  
email=thecornerspore@  
hecornerspore.org, c=US  
Date: 2025.11.14  
10:05:29 -05'00'  
Adobe Acrobat version:  
2025.001.20844

# EXHIBIT H



Digitally signed by Jeffrey M.  
Schatz  
DN: cn=Jeffrey M. Schatz,  
o=The Corner Spore,  
ou=devops,  
email=thecornerspore@thecor  
nerspore.org, c=US  
Date: 2025.11.14 15:21:13  
-05'00'  
Adobe Acrobat version:  
2025.001.20844

PAY TO THE ORDER OF

(Seal)

PAY TO THE ORDER OF  
-Borrower  
PAY TO THE ORDER OF

WACHOVIA BANK, NATIONAL ASSOCIATION  
WITHOUT RE COURSE  
WACHOVIA MORTGAGE CORPORATION

BY: Karen Davis  
Assistant Vice President  
KAREN DAVIS

*[Sign Orig]*

WITHOUT RE COURSE

WACHOVIA BANK, NATIONAL ASSOCIATION

BY: Karen Davis  
Assistant Vice President

Form 3

Page 3 of 3

241430 (1/each rev03) (01/01) [14303]

Find text, tools, or help Q

View Summary

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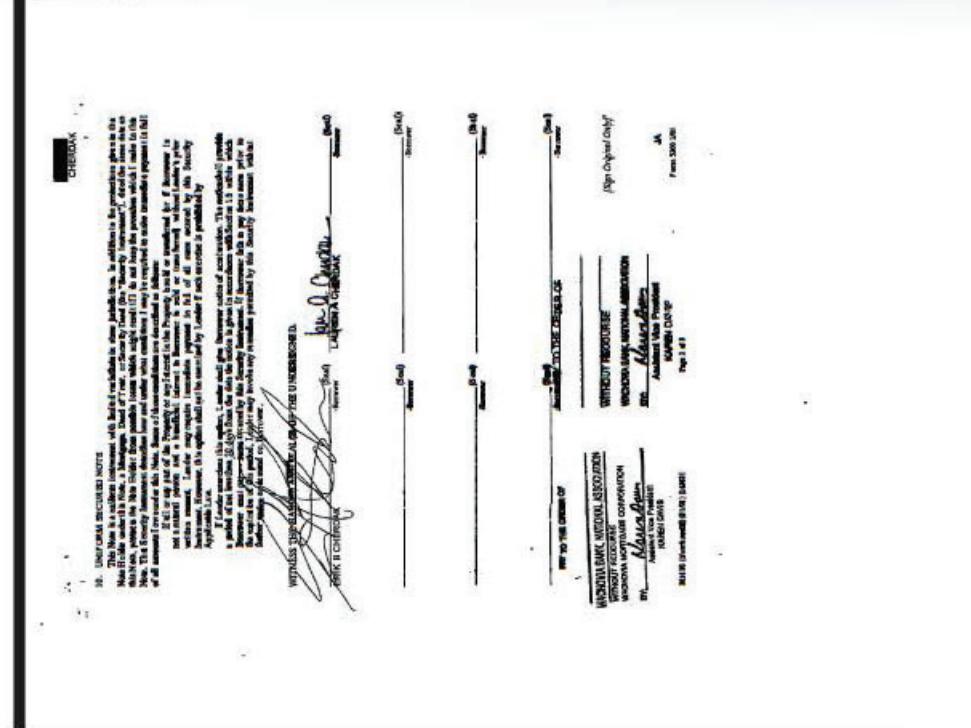
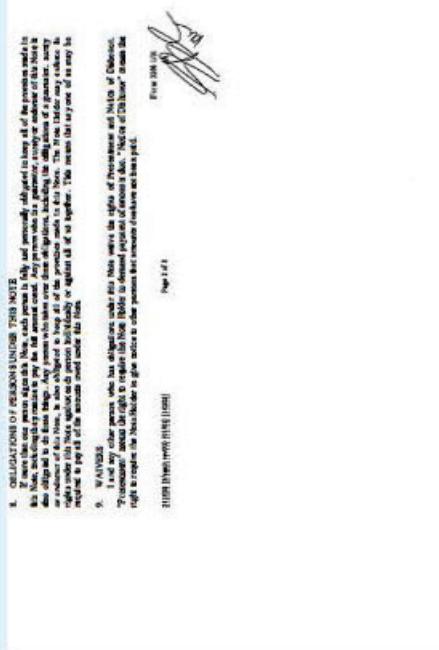
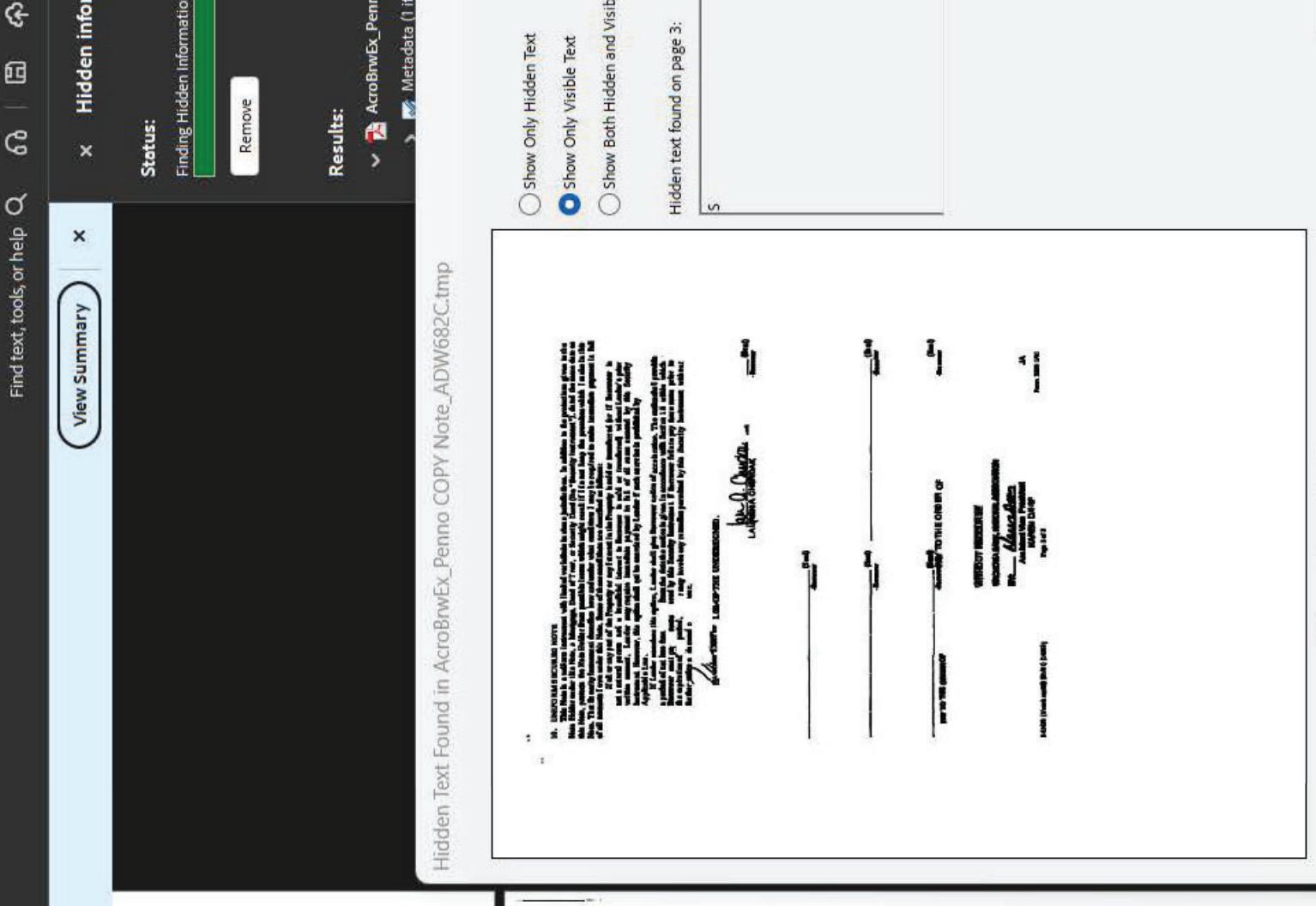
Results: AcroBnwEx\_Penno

Metadata (1 item)

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○ Show Only Hidden Text  
● Show Only Visible Text  
○ Show Both Hidden and Visible

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S





## NOTE

April 20 2004  
[Date]NORTH BETHESDA  
[City]MARYLAND  
[State]

149 THURGOOD STREET

GAITHERSBURG, MD 20878  
[Property Address]

## 1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. \$ 523,000.00 (this amount is called "Principal"), plus interest, to the order of the Lender. The Lender is WACHOVIA MORTGAGE CORPORATION

I will make all payments under this Note in the form of cash, check or money order.

I understand that the Lender may transfer this Note. The Lender or anyone who takes this Note by transfer and who is entitled to receive payments under this Note is called the "Note Holder."

## 2. INTEREST

Interest will be charged on unpaid principal until the full amount of Principal has been paid. I will pay interest at a yearly rate of 5.625 %.

The Interest rate required by this Section 2 is the rate I will pay both before and after any default described in Section 6(B) of this Note.

## 3. PAYMENTS

## (A) Time and Place of Payments

I will pay principal and interest by making a payment every month.

I will make my monthly payment on the 1st day of each month beginning on June 1 2004. I will make these payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. Each monthly payment will be applied as of its scheduled due date and will be applied to interest before Principal. If, on May 1 2034, I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "Maturity Date."

I will make my monthly payments at 1100 CORPORATE CENTER DRIVE  
RALEIGH, NC 27607-6098 or at a different place if required by the Note Holder.

## (B) Amount of Monthly Payments

My monthly payment will be in the amount of U.S. \$ 3010.68

## 4. BORROWER'S RIGHT TO PREPAY

I have the right to make payments of Principal at any time before they are due. A payment of Principal only is known as a "Prepayment." When I make a Prepayment, I will tell the Note Holder in writing that I am doing so. I may not designate a payment as a Prepayment if I have not made all the monthly payments due under the Note.

I may make a full Prepayment or partial Prepayments without paying a Prepayment charge. The Note Holder will use my Prepayments to reduce the amount of Principal that I owe under this Note. However, the Note Holder may apply my Prepayment to the accrued and unpaid interest on the Prepayment amount, before applying my Prepayment to reduce the Principal amount of the Note. If I make a partial Prepayment, there will be no changes in the due date or in the amount of my monthly payment unless the Note Holder agrees in writing to those changes.



**5. LOAN CHARGES**

If a law, which applies to this loan and which sets maximum loan charges, is finally interpreted so that the interest or other loan charges collected or to be collected in connection with this loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from me which exceeded permitted limits will be refunded to me. The Note Holder may choose to make this refund by reducing the Principal I owe under this Note or by making a direct payment to me. If a refund reduces Principal, the reduction will be treated as a partial Prepayment.

**6. BORROWER'S FAILURE TO PAY AS REQUIRED****(A) Late Charge for Overdue Payments**

If the Note Holder has not received the full amount of any monthly payment by the end of 15 calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be 5.00% % of my overdue payment of principal and interest or \$2.00, whichever is greater.

I will pay this late charge promptly but only once on each late payment.

**(B) Default**

If I do not pay the full amount of each monthly payment on the date it is due, I will be in default.

**(C) Notice of Default**

If I am in default, the Note Holder may send me a written notice telling me that if I do not pay the overdue amount by a certain date, the Note Holder may require me to pay immediately the full amount of Principal which has not been paid and all the interest that I owe on that amount. That date must be at least 30 days after the date on which the notice is mailed to me or delivered by other means.

**(D) No Waiver By Note Holder**

Even if, at a time when I am in default, the Note Holder does not require me to pay immediately in full as described above, the Note Holder will still have the right to do so if I am in default at a later time.

**(E) Payment of Note Holder's Costs and Expenses**

If the Note Holder has required me to pay immediately in full as described above, the Note Holder will have the right to be paid back by me for all of its costs and expenses in enforcing this Note to the extent not prohibited by applicable law. Those expenses include, for example, reasonable attorneys' fees.

**7. GIVING OF NOTICES**

Unless applicable law requires a different method, any notice that must be given to me under this Note will be given by delivering it or by mailing it by first class mail to me at the Properly Address above or at a different address if I give the Note Holder a notice of my different address.

Any notice that must be given to the Note Holder under this Note will be given by delivering it or by mailing it by first class mail to the Note Holder at the address stated in Section 3(A) above or at a different address if I am given a notice of that different address.

**8. OBLIGATIONS OF PERSONS UNDER THIS NOTE**

If more than one person signs this Note, each person is fully and personally obligated to keep all of the promises made in this Note, including the promise to pay the full amount owed. Any person who is a guarantor, surety or endorser of this Note is also obligated to do these things. Any person who takes over these obligations, including the obligations of a guarantor, surety or endorser of this Note, is also obligated to keep all of the promises made in this Note. The Note Holder may enforce its rights under this Note against each person individually or against all of us together. This means that any one of us may be required to pay all of the amounts owed under this Note.

**9. WAIVERS**

I and any other person who has obligations under this Note waive the rights of Presentment and Notice of Dishonor. "Presentment" means the right to require the Note Holder to demand payment of amounts due. "Notice of Dishonor" means the right to require the Note Holder to give notice to other persons that amounts due have not been paid.

Form 3200 1/01

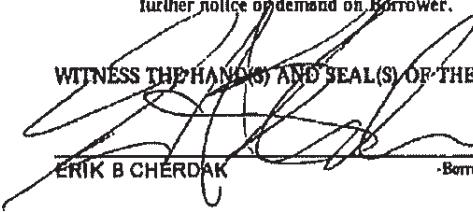
## 10. UNIFORM SECURED NOTE

This Note is a uniform instrument with limited validity in some jurisdictions. In addition to the protections given to the Note Holder under this Note, a Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), dated the same date as this Note, protects the Note Holder from possible losses which might result if I do not keep the promises which I make in this Note. That Security Instrument describes how and under what conditions I may be required to make immediate payment in full of all amounts I owe under this Note. Some of those conditions are described as follows:

If all or any part of the Property or any interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 16 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

WITNESS THE HAND(S) AND SEAL(S) OF THE UNDERSIGNED.



ERIK B CHERDAK

(Seal)  
-Borrower

  
LAUREN A CHERDAK

(Seal)  
-Borrower

\_\_\_\_\_(Seal)  
-Borrower

\_\_\_\_\_(Seal)  
-Borrower

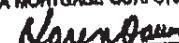
\_\_\_\_\_(Seal)  
-Borrower

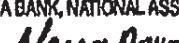
\_\_\_\_\_(Seal)  
-Borrower

PAY TO THE ORDER OF

PAY TO THE ORDER OF

\_\_\_\_\_(Seal)  
-Borrower

WACHOVIA BANK, NATIONAL ASSOCIATION  
WITHOUT RECOURSE  
WACHOVIA MORTGAGE CORPORATION  
BY:   
Assistant Vice President  
KAREN DAVIS

WITHOUT RECOURSE  
WACHOVIA BANK, NATIONAL ASSOCIATION  
BY:   
Assistant Vice President  
KAREN DAVIS

[Sign Original Only]

JA

Form 3200 1/01

Status:

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(Seal)

-Borrower

(Seal)

-Patriotamer

PAY TO THE ORDER OF

BENEFICIARY PAY TO THE ORDER OF

WICHOMA BANK, NATIONAL ASSOCIATION

WITHOUT RECOLLSE

WICHOMA MORTGAGE CORPORATION

Karen Davis

Assistant Vice President

KAREN DAVIS

241130 (1/each rev03) (01/01) [1433]

WITHOUT RECOLLSE

WICHOMA BANK, NATIONAL ASSOCIATION

Karen Davis

Assistant Vice President

KAREN DAVIS

Page 3 of 3

RE: CIVIL ACTION NO. 100-12664  
RE: COMMERCIAL FINANCING GROUP, INC., et al. v. KELLY AUTOMOTIVE GROUP, INC.  
RE: PROFESSIONAL SERVICES AGREEMENT

RE: CALIFORNIA STATE BAR DISCIPLINARY COMMISSION, ET AL. v. BARTON RICHARD KELLY  
RE: CALIFORNIA STATE BAR DISCIPLINARY COMMISSION, ET AL. v. ROBERT KELLY

RE: CALIFORNIA STATE BAR DISCIPLINARY COMMISSION, ET AL. v. ROBERT KELLY, JR.

RE: COMMERCIAL FINANCIAL GROUP, INC., et al. v. KELLY AUTOMOTIVE GROUP, INC.  
RE: COMMERCIAL FINANCIAL GROUP, INC., et al. v. KELLY AUTOMOTIVE GROUP, INC.

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### VI. UNIFORM SECURITY NOTE

This Note is an Uniform Security Note, with all due and punctual observance. In addition to the provisions contained in this Note, reference is made to the Uniform Security Note, Article 9 of the California Uniform Commercial Code, as published in the Statute Book of the State of California, and to the bylaws and rules and regulations of the California Department of Corporations, which are incorporated herein by reference. The State of California has adopted Article 9 of the Uniform Security Note and it is agreed that such Note, shall have the same effect and force in this Note as if it were set forth at length. Notwithstanding any provision in this Note to the contrary, if any provision of this Note is inconsistent with any provision of Article 9 of the Uniform Security Note or any provision of the California Uniform Commercial Code, Article 9 of the Uniform Security Note or the California Uniform Commercial Code shall control and supersede such provision.

I acknowledge that this instrument is given in consideration of certain actions. The undesignated witness is a partner of the firm of Barton Richard Kelly, Inc. in account with business in a vehicle sales business and my signature on this instrument is in account with business in my capacity as a partner of this firm. I agree every provision contained in this instrument is given in consideration of my services performed by this firm.

WITNESS INSTRUMENT DATED AND FOR THE UNDERSIGNED:

ROBERT KELLY, JR.   
(Seal) Robert Kelly, Jr.

ROBERT KELLY, JR.   
(Seal) Robert Kelly, Jr.

TO THE ORDER OF \_\_\_\_\_  
RECEIVED

MONROVIA BANK NATIONAL ASSOCIATION  
COMMERCIAL FINANCIAL GROUP  
ROBERT KELLY, JR.  
By:   
Robert Kelly, Jr.  
Authorizing Officer  
Monrovia Bank National Association  
ROBERT KELLY, JR.  
100-12664-11696  
MMW (check and g/m, 1/2001)

1/16/01  
FAX 500-200

MMW

RECEIVED  
ROBERT KELLY, JR.  
Authorizing Officer  
Monrovia Bank National Association  
ROBERT KELLY, JR.  
100-12664-11696  
MMW (check and g/m, 1/2001)

1/16/01  
FAX 500-200



*ERIK B CHERDAK*  
ERIK B CHERDAK  
-Borrower  
  
*LAIREN A CHERDAK*  
LAIREN A CHERDAK  
-Borrower  
  
*John Davis*  
John Davis  
-Borrower

**WACHOVIA BANK NATIONAL ASSOCIATION**  
WITHOUT RECOURSE  
WACHOVIA MORTGAGE CORPORATION  
By: Karen Davis  
Assistant Vice President  
KAREN DAVIS

**WACHOVIA BANK NATIONAL ASSOCIATION**  
WITHOUT RECOURSE  
WACHOVIA MORTGAGE CORPORATION  
By: Karen Davis  
Assistant Vice President  
KAREN DAVIS

241400 (11/02/2003) (01/01) (14331)

**ASSOCIATION**  
WACHOVIA BANK NATIONAL ASSOCIATION  
By: Karen Davis

Form 3200 1/01

Page 3 of 3

JA

*(Sign Original Only)*

CHEROKI

10. UNIFORM SECURITY NOTE

This Note is a written legal instrument, with handwritten verifications in the underlines given in the Note Holder under this Note, a Mortgage, Deed of Trust, or Security Deed (as "Security Instrument"), dated on same date as this Note, protects the Note Holder from possible losses which might result if I do not keep the promises which I make to the Note. This Security Instrument describes how and under what conditions I may be required to make immediate payment in full of all amounts I owe under this Note. Some of those stipulations are described in full below.

If I fail or any part of the Property or any interest in the Property is sold or transferred without Lender's prior written consent, Lender MAY require immediate payment in full of all sums secured by this Security Instrument without demand. This option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. This notice shall provide a period of time less than 30 days from the day it is given to Lender to cure, with Section 15 - which states: "Borrower - must cure any default incurred by this Security Instrument; if Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand upon Borrower."

WITNESS THE SIGNATURES OF THE PARTIES TO THE UNDERLYING DEBT.

ENRIK B CHEROKI

LAUREN DALE

ERIK B CHEROKI

ERIK B CHEROKI

(Signature) \_\_\_\_\_ Date \_\_\_\_\_

(Signature) \_\_\_\_\_ Date \_\_\_\_\_

NOTICE TO THE ORDER OF \_\_\_\_\_

(Signature) \_\_\_\_\_ Date \_\_\_\_\_

Assistant Vice President  
WAKONIA BANK, NATIONAL ASSOCIATION  
Karen Davis  
Agent Vice President  
Karen Davis  
encl. \_\_\_\_\_

(Signature) \_\_\_\_\_ Date \_\_\_\_\_

WAKONIA BANK, NATIONAL ASSOCIATION  
WITHOUT RECOURSE  
WAKONIA MORTGAGE CORPORATION  
encl. \_\_\_\_\_  
Agent Vice President  
Karen Davis  
M&T (with note)(W/M) \$100  
encl. \_\_\_\_\_

WITHOUT RECOURSE  
ASSOCIATION  
WAKONIA BANK, NATIONAL ASSOCIATION  
encl. \_\_\_\_\_

M&T (with note)(W/M) \$100

**CHERDAK**

**10. UNIFORM SECURED NOTE**

This Note is a uniform instrument with limited variations in state jurisdictions. In addition to the protections given to the Note Holder under this Note, a Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), dated the same date as this Note, protects the Note Holder from possible losses which might result if I do not keep the promises which I make in this Note. That Security Instrument describes how and under what conditions I may be required to make immediate payment in full of all amounts I owe under this Note. Some of those conditions are described as follows:

If all or any part of the Property or any interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of time, less than 30 days from the date the notice is given in accordance with Section 15, within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

**WITNESS THE SIGNATURES AND SEAL OF THE UNDERSIGNED.**

ERIK B CHERDAK

(Seal)  
Borrower

LAWRENCE CHERDAK

(Seal)  
Borrower

(Seal)  
Borrower

(Seal)  
Borrower

(Seal)  
Borrower

(Seal)  
Borrower

(Seal)  
Borrower

Pay to the order of

Pay to the order of

[Sign Original Only]

JA  
Form 3000-101

CHENDAK

10. UNIFORM SECURITY NOTE

This Note is a written instrument, with limited validity in whom it is given, in the properties given to the Not Holder under this Note, a Mortgage, Deed or "Trust, or Security Deed (the "Security Instrument"), dated the same date as this Note, protects the Note Holder from possible losses which might result if I fail to keep the promises which I make in this Note. This Security Instrument describes my law and under what conditions I may be required to make immediate payment in full of all amounts I owe under this Note. Some of them conditions are described as follows:

If all or any part of the Property over which I am as described in the Security Instrument is sold or transferred for if Borrower is not a natural person set a "Health" interest in Borrower to hold or administer without Lender prior written consent. Lender may require immediate payment in full of all sums secured by this Security Instrument. However, discharges shall not be exercisable by Lender if such cause is prohibited by Applicable Law.

If Lender suspends this option, Lender shall give Borrower notice of acceleration. This notice shall provide a period of time less than 30 days from the date this notice is given to Borrower with Section 15 notice which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedy permitted by this Security Instrument without further notice or demand on Borrower.

WITNESS THIS DAY OF THE MONTH OF THE YEAR

ERIK B CHENDAK

ERIK B CHENDAK  
Lender  
Signature

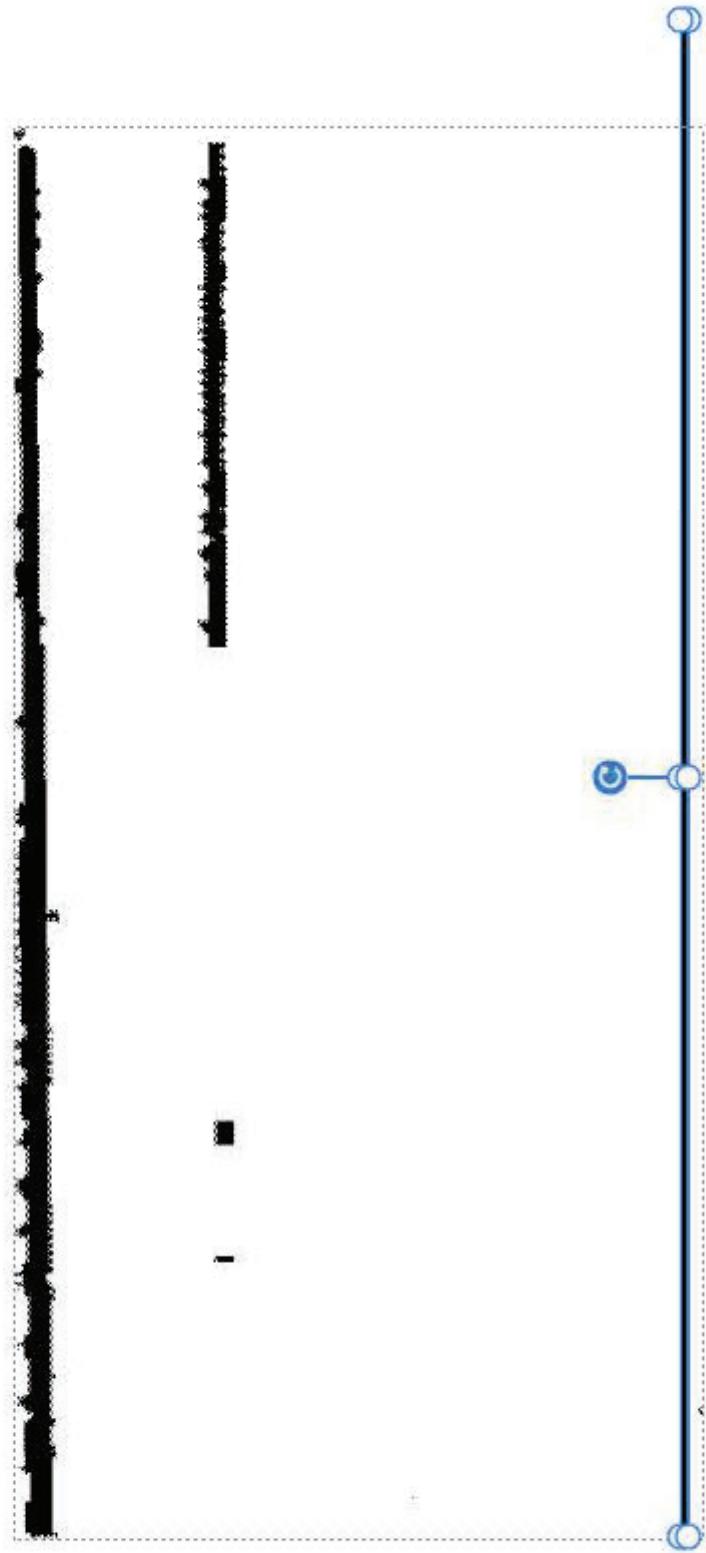
(Sign)  
Borrower  
Signature

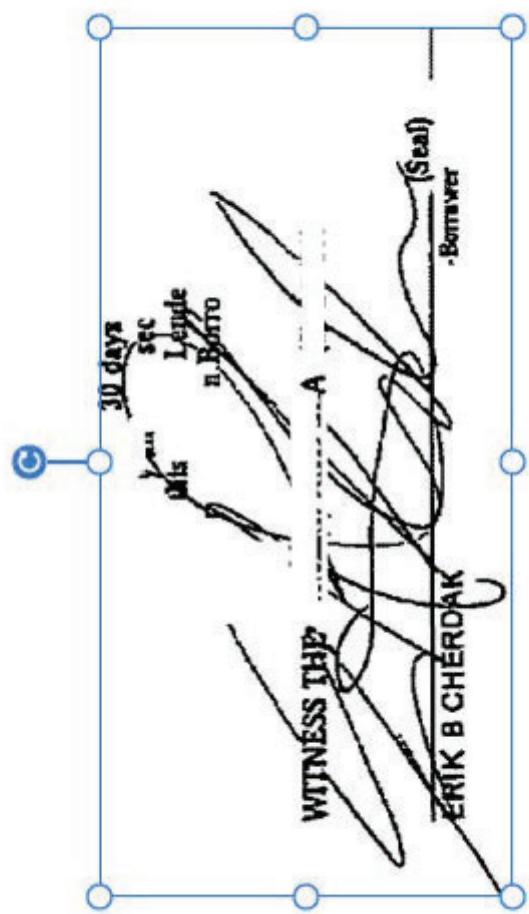
(Sign)  
Borrower  
Signature

RECEIVED  
TO THE ORDER OF  
\_\_\_\_\_  
/Sign Original Only/  
Print: SORRY USA

JA  
Print: SORRY USA

•Bam'ra Bay to the Order of  
Chivalry





# **EXHIBIT I**

# **Forensic Report: Digital Analysis of Promissory Note**

**(Case No. C-03-CV-24-003218)**

## **I. Forensic Analysis and Summary of Findings**

### **A. Introduction and Scope**

This report presents the findings of a comprehensive digital forensic examination of the document filed as "C-03-CV-24-003218 - Copy of Note - Debt Instrument (1).pdf" (hereinafter, "the Subject Note").<sup>1</sup> This document was electronically filed in the Circuit Court for Baltimore County on August 26, 2024, as an exhibit.<sup>1</sup> The proponent of the document claims it is a "true and correct copy" of an original, "wet-ink" Adjustable Rate Note purportedly executed on April 13, 2010.<sup>1</sup>

The scope of this examination was to analyze the Subject Note's internal file structure, embedded metadata, and visual-layer artifacts to determine its authenticity, its digital provenance, and the methods used in its creation and subsequent processing.

### **B. Summary of Conclusions**

The analysis concludes with a high degree of forensic certainty that the Subject Note is not, as claimed, a "true and correct copy" of a pre-existing 2010 "wet-ink" original. It is a **digitally fabricated composite document** that was subsequently "laundered" through the court's MDEC e-filing system, which materially altered the evidence and concealed the filer's initial forgery.

This conclusion is based on three primary findings:

1. **Digital Forgery (by Filer):** The indorsement on page three, purporting to be the signature of "Joan M. Mills," is not part of a unified original scan. It is a low-resolution image that was digitally "spliced" onto the document by the filer *before* it was uploaded [Image 4]. This is proven by severe, visible compression artifact mismatches when compared to adjacent high-resolution vector text<sup>1</sup>, as well as its structural independence as a movable image object.<sup>3</sup>

2. **Digital Laundering (by MDEC):** The file on the court's docket is not the *source file* uploaded by the filer. It is a "**new, derivative document**"<sup>13</sup> programmatically created by the **MDEC e-filing system's "Aspose.PDF for.NET 21.1" processing engine.**<sup>13</sup> The file's metadata proves this derivative file was "born" on the MDEC system on August 26, 2024<sup>1</sup>, the same day the foreclosure was filed.<sup>5</sup>

3. **Automated Spoliation (The 'MDEC Artifact'):** The MDEC/Aspose conversion process "**materially altered**"<sup>13</sup> the uploaded evidence. This automated process "destroyed 'high-frequency data' in the signature"<sup>13</sup> and applied what is visible as an "Image mask" [Image 1] or "visible compression artifacts"<sup>13</sup> across all pages. This act of automated spoliation had the critical effect of "laundering" the filer's forgery, intentionally degrading the entire document's quality to make it "uniformly crappy"<sup>6</sup> and thus **camouflaging the obvious visual mismatch** of the filer's spliced signature.

### C. Central Forensic Thesis

The analysis reveals a two-actor, multi-step process of fabrication and concealment. The filer was faced with a fatal legal defect: an unindorsed promissory note, which is insufficient to establish standing to foreclose.<sup>1</sup>

To remedy this, the filer executed a forgery, which the MDEC system then unwittingly laundered:

1. **The Filer's Fabrication:** The filer created a fraudulent indorsement by digitally splicing a low-quality, "fuzzy" "robo-signature" asset ("Joan M. Mills")<sup>1</sup> onto a "clean," high-resolution digital note template.<sup>10</sup> This initial file (forgery\_v1.pdf) contained an obvious visual mismatch, exposing the forgery.

2. **The MDEC Upload:** On August 26, 2024, the filer uploaded this visibly-flawed forgery\_v1.pdf to the MDEC e-filing system.

3. **The MDEC Laundering:** The court's *own* "Aspose.PDF" processing engine<sup>13</sup> automatically intercepted and processed the upload. It created a "new, derivative document" (docket\_copy.pdf)<sup>13</sup>—the one now on the docket. This automated process "destroyed 'high-frequency data'"<sup>13</sup>, applying the "Image mask" [Image 1] and degrading the entire file, which "laundered" the filer's forgery by camouflaging the splice.

The evidence for the initial forgery (the splice) and the subsequent laundering (the Aspose/MDEC artifacts) are both preserved within the final docketed file.

## II. Primary Forgery Vector: The 'Joan M. Mills' Indorsement (Filer's Action)

The indorsement on page three of the Subject Note is not a single, unified image. It is a composite of at least four separate digital elements, spliced together by the filer *before* upload to create the *appearance* of a valid indorsement.

### A. Visual and Compression Mismatch Analysis

A visual examination of the indorsement area (magnified in Image 4) reveals an irreconcilable mismatch in image quality between adjacent elements.

- **Low-Resolution Spliced Elements:** The script signature "Joan M. Mills" and the stamp "BY" are visibly "fuzzy," pixelated, and exhibit "haloing" artifacts at their edges.<sup>1</sup> This is a definitive sign of DCTDecode compression artifacting, indicating these are low-resolution images copied and pasted onto the document.<sup>9</sup>
- **High-Resolution Vector Elements:** In stark contrast, the indorsement stamp text ("WITHOUT RE COURSE PAY TO THE ORDER OF...") and the typed name below the signature ("Joan M. Mills, Vice President") are clean, sharp, and high-resolution [Image 4].

These two distinct sets of elements could not possibly have originated from the same "wet-ink" scan. The signature element is *allochthonous*—a digital object foreign to the document upon which it rests. This is definitive proof of digital splicing by the filer.

### B. Structural Proof: The 'Movable Image Object'

The composite nature of the *source file* is further confirmed by its internal object-oriented structure, parts of which survived the MDEC conversion. Legal motions and video evidence demonstrate that within a standard PDF editing environment, the "Joan M. Mills" signature block, the indorsement stamp, and even the borrower's own signature ("JEFFREY SCHATZ") are not static parts of a flat background image.<sup>3</sup>

Instead, they are independent, "floating" image objects.<sup>3</sup> An operator can individually select, click, and physically drag these objects away from their signature lines.<sup>3</sup> A true scan is a single, flat image. The *source file* was a "smart," multi-layered, object-oriented file, assembled like a digital collage. It is noted that the filer's opponent identified the signature block as a "Form XObject".<sup>1</sup> This technical term confirms the signature was an external, independent object "spliced" onto the page<sup>4</sup>, proving it is not part of a unified scan.

### C. Forensic Mismatch Analysis (Page 3 Indorsement)

The following table deconstructs the indorsement on page three, summarizing the disparate nature of the elements that were spliced together by the filer.

Document Element	Observed Visual Characteristic	Inferred Technical Format	Forensic Artifacts (from Filer)
<b>Indorsement Stamp</b> ("WITHOUT RE COURSE...")	Clean, sharp edges, infinitely scalable.	Vector Graphic or High-Res Lossless.	None. Consistent with digital origin.
<b>Spliced Signature</b> ("Joan M. Mills" script)	"Fuzzy," pixelated, "haloing" at edges. <sup>1</sup>	Low-Resolution, Re-Compressed Image.	Severe JPEG/DCT compression artifacts. <sup>1</sup>
<b>Spliced "BY" Stamp</b>	"Fuzzy," pixelated, "haloing" at edges. [Image 4]	Low-Resolution, Re-Compressed Image.	Severe JPEG/DCT compression artifacts. <sup>1</sup>

### **III. Evidence of Spoliation: The MDEC-Generated 'Aspose' Derivative**

The analysis confirms that the *file on the docket* is a complex, multi-layered file. This structure was not created by the filer, but is the *result* of the MDEC e-filing system's automated processing of the filer's fabricated upload.

#### **A. Analysis of the Digital "Mask" (The 'MDEC/Aspose Artifact')**

The Adobe Acrobat Preflight report for the Subject Note (partially visible in Image 1) generated critical warnings for an "**Image mask**" on every page.

This "Image mask" is the spoliation. It is not an overlay applied by the filer, but the *result* of the MDEC/Aspose engine's processing.<sup>13</sup> As argued in related motions, the MDEC system's processing "materially changes the evidence" by applying "visible compression artifacts".<sup>13</sup> This automated process "destroys 'high-frequency data' in the signature"<sup>13</sup>—effectively "throwing the entire doc quality to the shitter"<sup>6</sup>—to create the "uniformly crappy"<sup>6</sup> file now on the docket.

This automated act of spoliation "laundered" the filer's forgery, camouflaging the low-quality "fuzzy" splice [Image 4] by making the *entire page* "fuzzy."

#### **B. Identification of Concealed Data (The 'Hidden Text' Artifact)**

The MDEC/Aspose processor, in creating its "derivative document,"<sup>13</sup> improperly handled the filer's multi-layered source file. This is confirmed by screenshots from the Adobe Acrobat "Hidden Information" tool [Images 2, 3, 5, 6], which found:

- **Finding:** The tool detected "**Hidden Text**" on all three pages of the note [Images 2, 3, 5].
- **Finding:** The tool detected "**Deleted or cropped content**" and "**Overlapping objects**" [Image 2, Image 3].

The "Hidden Text" (rendered in blue in Image 2) is the *original, high-resolution, vector-based text layer* from the filer's source document. The MDEC/Aspose engine separated this from the new "Image mask" [Image 1] it created, resulting in a "digital sandwich" that proves the file is a processed, composite object, not a "flat scan."

### C. Forensic Purpose of the Spoliation (The "Unindorsed" Original)

This complex, two-stage process (fabrication by filer, laundering by MDEC) was initiated to conceal a fatal legal defect in the original document.

1. **The Original Defect:** The filer possessed a high-resolution, digital-native or scanned note that was *unindorsed*.<sup>1</sup> This document was legally insufficient to prove standing.
2. **The Forgery (by Filer):** The filer "fixed" this defect by digitally *splicing* the low-quality "Joan M. Mills" signature object <sup>1</sup> onto the indorsement page of this high-resolution file, creating a *visibly flawed* upload.
3. **The MDEC Laundering (Automated Spoliation):** The filer then uploaded this flawed file, relying on the MDEC system's known processing to "launder" the forgery. The MDEC/Aspose engine "fixed" the visible mismatch by applying the "Image mask" [Image 1] and degrading the whole file <sup>13</sup>, hiding the original, unindorsed high-resolution layer from view.<sup>1</sup>

## IV. Digital Provenance and File Creation ('The MDEC Artifact')

The final and most conclusive evidence is the Subject Note's "digital fingerprint," which identifies the MDEC system as the creator of the docketed file.

### A. Analysis of File Metadata (The "Digital Birth Certificate")

The file's internal metadata<sup>1</sup> provides the following immutable "digital birth certificate" for the *derivative file on the docket*:

- Creator: "Aspose Ltd."<sup>1</sup>
- Producer: "Aspose.PDF for.NET 21.1"<sup>1</sup>
- xmp:CreatorTool: "Aspose Ltd."<sup>1</sup>
- Created: "8/26/2024 3:11 PM"<sup>1</sup>
- xmp:CreateDate: "2024-08-26T15:11:04-04:00"<sup>1</sup>

This metadata proves the *file on the docket* was created on August 26, 2024. This creation was *not* by the filer, but by the **MDEC processing engine**, which is identified as "Aspose".<sup>13</sup> This date<sup>1</sup> is not the creation of the *forgery*, but the creation of the *laundered, derivative docket copy*<sup>13</sup>, which occurred 14 years after the note's purported 2010 origination date.<sup>1</sup>

## B. Digital Provenance Timeline

This timeline juxtaposes the note's *claimed* history with its *actual* digital history as recorded in the MDEC file's metadata.

Date	Purported Event (per litigation)	Actual Forensic Fact (per PDF Metadata)
April 13, 2010	Original Promissory Note allegedly created and signed by the borrower. <sup>1</sup>	---
August 26, 2024	Filer uploads a "true and correct copy" of the 2010 Note to MDEC. <sup>2</sup>	<b>MDEC's Aspose engine CREATES a new, derivative file.</b> CreateDate: 2024-08-26T15:11:04-04:00. CreatorTool: Aspose.PDF for.NET 21.1. <sup>13</sup> This "laundered" copy enters the docket.

### **C. Significance of "Aspose" as CreatorTool (The "Laundering Tool")**

The CreatorTool metadata of "Aspose.PDF for.NET 21.1"<sup>1</sup> is dispositive. It identifies the MDEC e-filing system's *own processing engine*.<sup>13</sup> The filer did not use Aspose; the *court system* used Aspose to process the upload. This automated conversion "materially altered" the evidence<sup>13</sup> and created the "corrupted copy"<sup>13</sup> that now resides on the docket, violating due process by destroying the original evidence of forgery.

### **D. Proof of Source File Fabrication (The 'FormFields' Evidence)**

While the "Aspose" metadata<sup>1</sup> and "Image mask" [Image 1] are artifacts of MDEC's processing<sup>13</sup>, other artifacts *from the source file* prove the *upload itself* was a fabrication.

The MDEC engine, in its conversion, *preserved* metadata from the filer's original template, specifically **FormFields: Signature2**.<sup>10</sup>

An e-filing conversion engine, while it might re-compress a file, would *not* inject new, named, functional FormFields like "Signature2" into a flat, non-interactive scanned image.<sup>10</sup> The presence of this field proves that the *source file uploaded to the MDEC system* was *already* a "digital construct/template"<sup>10</sup> prepared for forgery, *before* it was "laundered" by the MDEC/Aspose system.

## V. Corroborating Evidence: A "Pattern of Practice" (Filer's Action)

The *filer's* initial fabrication methods are not unique to this case. Corroborating evidence demonstrates that these techniques are part of a systemic, industrialized "playbook" for manufacturing standing.<sup>6</sup>

### A. "Robo-Signature" Asset Reuse

The filer's opponent has identified a "pattern of practice" by comparing his case to *Cherdak v. Brown*.<sup>1</sup> In that related case, indorsements signed by a "Karen Davis" were found to be "**pixel-for-pixel identical**".<sup>1</sup> This proves the systemic reuse of a single digital signature asset—a "robo-signature"—to create fraudulent indorsements. This demonstrates that the *method* used for the "Joan M. Mills" splice<sup>1</sup> is consistent with this fraudulent practice.

### B. Systemic Batch Processing (The "WF220C" Code)

This forgery is linked to an institutional process. The "Collateral File History" log for the Subject Note<sup>1</sup> shows a "Release (Int. to Ext.)" on September 27, 2022, with the notation "Ship to: Deutsche Bank... Team Wells/GNMA- Review **WF220C**".

This internal project code is a critical link. A custodial log from a separate Wells Fargo foreclosure in New York (*WFB v. McAuliffe*) shows the *exact same internal project code* ("WF220C") and the *exact same shipment date* of September 27, 2022.<sup>6</sup> This confirms the note was handled as part of an institutional, systemic process, suggesting the fabrication method observed here may have been applied to the entire "WF220C" batch.

## VI. Forensic Conclusion and Synthesis

### A. Summary of Findings

Based on the collective and cross-corroborated digital evidence, this report concludes that the Subject Note filed in Case No. C-03-CV-24-003218 is a fabricated document<sup>10</sup> that was subsequently "laundered" and materially altered by the MDEC e-filing system's automated processing.<sup>13</sup>

### B. Reconstruction of Events

The digital evidence reconstructs the following sequence of events:

1. **The Defect:** The filer (or its principal) possessed a legally defective, unindorsed digital promissory note.<sup>1</sup>
2. **The Fabrication (by Filer):** The filer created a "digital construct"<sup>10</sup> and *spliced* a low-resolution "Joan M. Mills" signature asset<sup>1</sup> onto it, creating a visibly-flawed forgery\_v1.pdf.
3. **The MDEC Upload:** On August 26, 2024, the filer uploaded this fabricated, flawed file to the MDEC e-filing system.<sup>1</sup>
4. **The Laundering (by MDEC):** The MDEC system's *own* "Aspose.PDF for.NET 21.1" engine<sup>13</sup> automatically processed the upload, creating a "new, derivative document"<sup>13</sup> for the docket.
5. **The Spoliation (by MDEC):** This automated processing "materially altered" the evidence<sup>13</sup> by applying compression artifacts (the "Image mask" [Image 1]) that "destroyed 'high-frequency data'"<sup>13</sup>, concealing the filer's original splice by making the entire document low-quality.
6. **The Uttering:** The *resulting* file—a "corrupted copy"<sup>13</sup> laundered by the court's own system—was entered onto the docket and falsely certified as a "true and correct copy."

### **C. Final Opinion**

The Subject Note lacks all characteristics of authenticity. It is a digital composite forgery, created by the filer, that was subsequently "laundered" and materially altered by the MDEC e-filing system's automated processing. Its digital provenance (an "Aspose" file created *by the MDEC system* on August 26, 2024<sup>13)</sup>) is fundamentally in conflict with its purported 2010 "wet-ink" origin, and the "Aspose" artifacts themselves are evidence of spoliation by the court's processing engine, which has compromised the integrity of the evidence.

# Wells Fargo Home Mortgage

## Foreclosure Attorney Procedure Manual, Version 1

Status: Revision 3  
Origination Date: 11/09/2011  
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### Purpose

#### Pre-Introduction

We ask that you share this manual within your office, including those who may not be directly involved, to educate your staff on the Foreclosure program

#### High Level Description of Process

Delinquent loans will be referred to the attorney once set up in the Foreclosure Workstation after the expiration of the demand. The attorney will be handling these loans from Referral to Sale/Confirmation/Redemption. The assigned Wells Fargo liaison will assist the attorney with any issues that arise outside of the normal process and review audit results.

Upon completion of the required documentation, the attorney will be authorized to file the Foreclosure Notice, keep Wells Fargo up to date, and address objections to the Foreclosure without loan level approval under established timeframes/guidelines. Any over-allowable or hourly fee requests not listed in the pre-approval form will require loan level approval from Wells Fargo.

If the attorney receives notice of an adversary, litigation issue, motion for sanctions, or any issue the attorney cannot complete in a timely manner or any issue that will cause a delay in the timely execution of the sale, refer to the [Litigation](#) section of this manual. Wells Fargo will provide further instruction upon receipt of the communication from the attorney. The attorney will also be required to receive authorization for all over-allowable fees and costs as well as hourly billing requests for items not covered by the pre-approval form.

If the mortgagor contacts the attorney, and the attorney is unable to answer, the customer should be directed to the appropriate customer service number listed below. ***At no time should the Wells Fargo Liaison's direct phone line be provided to outside parties.***

***Wells Fargo Home Mortgage Foreclosure Customer Service – 1-800-868-0043***

***America's Servicing Company Customer Service – 1-888-828-2377***

#### Overview

The Foreclosure program has been designed to complement a Foreclosure attorney's current process, procedures and responsibilities through streamlining the necessary contact points with Wells Fargo and providing greater independence to the attorney's firm.

The program also leverages existing Wells Fargo automation. One of the key trigger points for automation is the addition of scheduled steps and the completion of steps (though the input of the actual date.) The expanded procedures of this section focus solely on the new expectations of the firms.

Each process section will have a breakdown of the overall flow, exact steps for exception processing, an outline of any reports that will be sent to the attorney, and specific compliance expectations and quality measurements. Please remember that the reports are to be a tool to assist in meeting all time frames, goals and compliance requirements.

## **Wells Fargo Home Equity / Wachovia Equity / Wells Fargo Financial**

Your office may receive referrals for files that are for specialty portfolios. These foreclosures should be processed following your normal procedures. DO NOT contact your liaison for questions on these files. All questions and communication should be directed to the processor listed in VendorScape, Desktop, or on the FOR1 screen in MSP.

### **Desktop Referrals**

As of June 6, 2011, all new referrals will be sent through Desktop instead of VendorScape. Desktop referrals can be identified by the K33 step, REFERRED IN DESKTOP on the FOR3 screen in MSP. You will still have loans that were previously referred through VendorScape that should continue being processed during this time.

### **Reports**

You will receive several daily, weekly, and monthly reports to assist you in effectively monitoring and processing of your portfolio. The reports will be listed within the appropriate section of the manual. Effective February 15, 2012, for attorneys, the reports will be uploaded to your DTS mailbox. First, refer to your Transmission Confirmation Document. Then, access your Prod URL. Finally, key in your Universal ID/Logon ID. For liaisons, the reports will be in the **DS\_FC\_AttorneyRpts** folder on the shared drive. Reports are to be considered either "reference" or "action required." Reference reports are meant to give a status of the portfolio. Action required reports alert you of a task that needs to be performed. The following reports are meant to give you a general overview of the status of your portfolio.

**Attorney – Trial Balance Report:** Provide attorney with a weekly list of all pre-sale loans in his/her inventory (Reference).

**Late Step Report:** Provide attorney with a daily list of all foreclosure steps on FOR3 that are pending or past due. The attorney is to work this report to ensure the foreclosure is within investor timeline (Action Required).

**Liaison – Late Step Report:** Provide liaison with a list of all foreclosure steps that are pending or past due (Action Required).

## **Job Titles/Roles/Departments Responsible/Overview of General Duties**

### **Foreclosure Referral Area Responsibilities (WFHM)**

- QC Review of files from collections
- Set up of FC workstation and various screens in MSP including initial coding
- Send copy of Demand to attorney
- Send referral to attorney through VendorScape or Desktop
- Send HUD Occupancy Letter for TX and GA. In the event the HUD Occupancy Letter needs to be resent, the attorney will send out letters for all states at an agreed price.

### **Document Processing Area Responsibilities (WFHM)**

- Order original documents for original document states
- Ensure copies of collateral documents are available for all other states
- Sending appropriate documentation through VendorScape or Desktop
- Ensure attorney has necessary documents to complete 1<sup>st</sup> Legal and Assignments
- Conventional Loans – work with the Investor to obtain signatures on Assignments
- Manage incoming mail from mortgagors, third parties, etc.
- If needed, ensure copies of Mortgage, Note, HUD-1, Title Policy, and Assignments are available via VendorScape or Desktop

### **Liaison Responsibilities (WFHM)**

- Obtain Investor approval for over-allowable expenses
- Monitor workflow and performance of attorney
- Address any compliance findings
- Assist with escalated issues
- Attend monthly Attorney Call
- To determine beneficiary vesting information access Investor Matrix or RFC Matrix at <http://servicing.wfham.homestead.wellsfargo.com/foreclosure/links.asp>.

### **Foreclosure Special Teams Responsibilities (WFHM)**

- Prepare all reinstatement figures on exception loans where figures cannot be ordered through VendorScape or Desktop
- Prepare all payoff figures on exception loans where figures cannot be ordered through VendorScape or Desktop
- Provide monthly updates to Investor/Insurers (DIMA)
- Provide bidding Instructions (**except on FHA and FHLMC Designated loans-attorney responsibility**)
- Conventional Loans – provide Private Investors with sales results within 24 hours of sale – various forms utilized – (DIMA)
- FNMA/FHLMC – provide sales results through Midanet/HSSN. Ensure accuracy of all stops and coding and route completed foreclosures to REO/Claims
- Completion of 1099(a)
- Cash application and processing
- Document preparation and execution – provide attorney with any necessary documents and execute any necessary documents, such as affidavits, etc. (See [Executables](#))
- Review of report of loans in which 1<sup>st</sup> Legal is approaching or past timeframes and contact attorney for status. (See [First Legal Action](#))

### **Attorney Responsibilities**

- Manage all loans during the foreclosure action to protect Wells Fargo's best interest and alert Wells Fargo's management of any potential risk.
- Ensure foreclosures are completed within investor and state guidelines.
- Management of a foreclosure file, either paper or electronic. Retained complete file for audit purposes for a period of 8 years or state requirement. Involves management of electronic file of all documents, which would require imaging, or a paper file. WFHM will notify the attorney when to destroy any audit file. No attorney will destroy a file without approval from WFHM default Compliance area.
- Review for any differences in the property and mailing addresses for the mortgagor and send all notices to both addresses if required by your state guidelines.
- Confirm the borrower's military status by review of the Department of Defense website. Notify Wells Fargo of all SCRA Soldiers & Sailors protected loans via the [SMCRA@wellsfargo.com](mailto:SMCRA@wellsfargo.com).
- Send Demand Letter at an agreed price. (See [Referrals/ Demand Letters](#))
- Determine 1st Legal deadline and ensure that the deadline is met as defined by the state-level matrix. **This is for FHA files only.** (See [First Legal Action](#))
- Review all documents, including Vendor Instructions, provided in VendorScape or Desktop.
- Obtain Title Report to ensure no title defects. (See [Title](#))
- Clear all title defects/ file claim. (See [Title Issues](#))
- Notify Wells Fargo of any liens that may affect our position or our ability to foreclose.
- Do not Foreclosure in the name of MERS.
- Monitor Suspense funds/make recommendations to apply and resolve. (See [Suspense](#))
- Work with the Tax area if we are notified of any delinquent taxes. (See [Delinquent Taxes \(Jeopardizing Lien\)](#))
- Management of loans being suspended, including loss mitigation, disaster area, etc. (See [Holds](#))
- Notify Wells Fargo of receipt of any bankruptcy notifications. (See [Bankruptcy](#))
- Order VA appraisal within 45 days of sale date. (See [VA Appraisal Ordering Process](#))

- Approve and submit (through iclear) all BPO and appraisal invoices that were ordered by Attorney. (See [BPO/Appraisal Ordering and Bidding](#))
- Send HUD Occupancy Letter on all states except TX and GA. In the event the HUD Occupancy Letter needs to be re-sent, the attorney will send out letters for all states at an agreed price.
- Review all requests for sale postponements. (See [Postponed Sales](#))
- Work with Loss Mitigation on all sale postponements. (See [Loss Mitigation](#))
  
- Review file to ensure ready for sale (no outstanding issues). (See [Pre-Sale Loan Review \(24 Hours Prior to Sale\)](#))
- Manage invalid sales. (See [Rescinding Sales Procedures](#))
- Management of expirations of ratification, redemption and confirmation dates. (See [Sales, Post-Sale and Closing File](#))
- Provide sales results by 4pm EST the same day the sale is held or, for attorneys on the West Coast whose sales are not held until the afternoon, provide sales results by 6pm EST or 9am EST the next business day. (See [Sales Results](#))
- Provide chronological events of foreclosure within 24 hours of request (this may be needed for losses associated with the loan)
- Review and respond to Default Accounts Payable regarding all iclear exceptions (attorney invoices)
- Close VendorScape or Desktop at completion of foreclosure and submit final invoice within 10 business days via iclear. (See, [Closing Your File](#))

#### **Additional FHLMC Designated Counsel Responsibilities**

- Manage the complete foreclosure process on any FHLMC designated foreclosure to ensure your office is in compliance with FHLMC requirements and guidelines.
- Order BPO through BPO Direct within 30 days of sale. (See [FHLMC Designated BPO Ordering Process](#))

#### **Shared Responsibilities between Attorney & Wells Fargo Liaison**

- Handle third party calls (non-customer).
- Research all customer issues.
- Review sales package, ensure coding is updated and all proper steps are taken, and close out MSP foreclosure workstation.
- Supply mortgagor / authorized 3<sup>rd</sup> party with reinstatement and payoff figures.

## **Timeframes to Complete the Process**

Individual components of this document have their own time requirements.

## **Regulatory Requirements**

Individual components are regulated by one or more regulatory agencies, such as FHA, FHLMC, FNMA, VA, HUD, and various state regulations.

## **Risk**

- Being out of compliance with various federal and state regulations can lead to delays and/or Wells Fargo being forced to re-purchase loans.
- Being in violations of federal and state regulations can lead to possible sanctions and fines.

## **Management Tools**

N/A

## **Definitions**

Term/Acronym	Definition
--------------	------------

AOM	Assignment of Mortgage
BPO	Broker's Price Opinion
DAP	Default accounts payable
DDF	Dynamic Date Form
DOD	Department of Defense
DOS	Default Operations Support
FC	Foreclosure
FHA	Federal Housing Administration
FHLMC	Federal Home Loan Mortgage Corporation (Freddie Mac)
FNMA	Federal National Mortgage Association (Fannie Mae)
HUD	Housing and Urban Development (U.S. Department of)
LIV	Loan Image Viewer
LM	Loss mitigation
LNA	Loss Note Affidavit
MERS	Mortgage Electronic Registration System
MHCT	Manufactured Home Conversion Team
MI	Mortgage Insurance; Michigan
Midanet	Mortgage Information Direct Access Network
MSJ	Motion for Summary Judgment
REO	Real Estate Owned
SOT	Substitution of Trustee
VA	Veterans Administration
WFHM	Wells Fargo Home Mortgage

## References

1	FHLMC Guidelines
2	HUD Guidelines
3	Investor Guidelines
4	State regulatory Guidelines
5	VA Guidelines
6	WFHM Guidelines

## Audit/Control/Business Quality Assurance

N/A

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## **Referrals/Demand Letters/State Required Letters/Conflict of Interest/Beneficiary Information/Dual Referral**

### **Referrals**

The attorney will receive their referrals via Desktop throughout the day. All available documents will be uploaded to Desktop within 24 hours of referral. The Demand Letter should be sent with the referral package; if not, it will be uploaded to Desktop **within 3 days from referral**.

### **Conflict of Interest**

If your office determines that there is a conflict of interest due to your office already handling another lien on the property, the Conflict of Interest issue needs to be raised.

STEP	ACTION
1	Select Issues from the Tool Menu
2	Select "FC Conflict of Interest"

### **Dual Referrals**

In Desktop, if you are a FHLMC Designated counsel and are unable to represent WFHM due to a conflict of interest, the Freddie Mac Dual Referral Issue needs to be raised.

STEP	ACTION
1	Go to the Tool Menu
2	Select Issues
3	Select Add Issue
4	For the Issue Type, select "FC Freddie Mac Dual Referral"
5	Enter the projected end date and provide a detailed description of the issue

### **Beneficiary/Vesting Information Needed**

In Desktop, if your office is in need of the entity to file the foreclosure action in:

STEP	ACTION
1	Go to the Tool Menu
2	Select Issues
3	Select Add Issue
4	For the Issue Type, select "FC Foreclose in the name of"
5	Enter the projected end date and provide a description as to what information is needed

If your office is in need of the entity to 'vest the title in the name of', perform the following:

STEP	ACTION
1	Go to the Tool Menu
2	Select Issues
3	Select Add Issue
4	For the Issue Type, select "FC Vest in the name of"
5	Enter the projected end date and provide a description as to what information is needed

## Judicial Foreclosure Needed

If your office determines that the foreclosure needs to proceed as a judicial foreclosure in a state that is typically Non-Judicial, the judicial steps will need to be added to the foreclosure template.

### Attorney:

- Desktop:** The Judicial Action Needed Process needs to be launched.

STEP	ACTION
1	Go to the File Transfer Form on the Tool Menu
2	Launch the FC_Judicial_Action_Needed_Direct_Source or the FC_Judicial_Action_Needed_InHouse_Referred or the FC_Judicial_Action_Needed_InHouse_Non_Referred process in Desktop Launching this process will add the needed judicial steps to the template as well as the 541 JUDICIAL FCL REQUESTED step to FOR3 in MSP.

- VendorScape:**

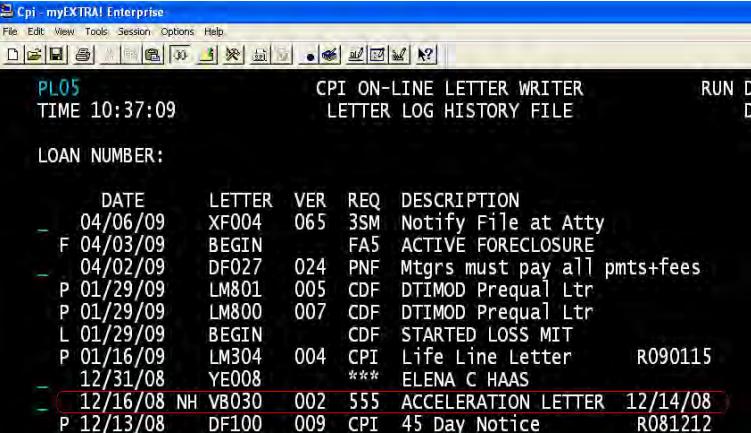
STEP	ACTION
1	Send a message to your liaison advising that a Judicial foreclosure is needed.
2	Add the following Judicial steps to FOR3 in MSP as well as the 541 JUDICIAL FCL REQUESTED. <ul style="list-style-type: none"> <li>T05-SVC ON DFNS COMPLETED</li> <li>T17-ATTY SCHD SUMMARY JUDGM (Dependent on State)</li> <li>T14-JUDGM ENTERED/GRADED</li> </ul>

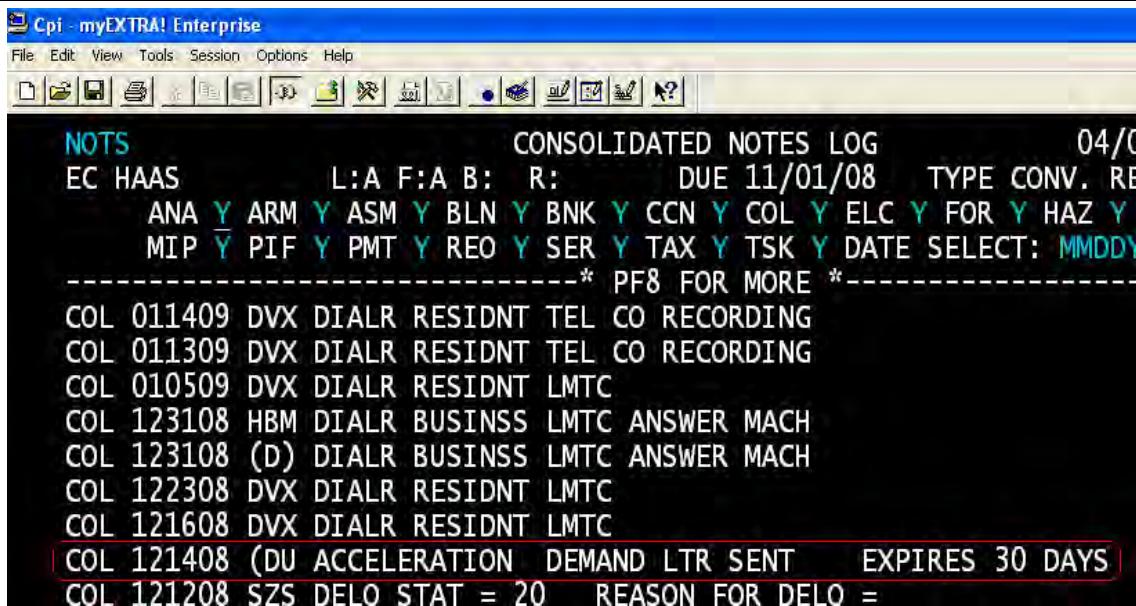
### Liaison:

STEP	ACTION
1	Confirm that the necessary steps have been added to the template when advised of the Judicial foreclosure.
2	Add and complete the 542 JUDICIAL FCL APPROVED step to FOR3 in MSP.

## Demand/Acceleration Letters

- Attorney:** Once a referral is received, verify that you have received the most recent Demand Letter. Please review all Demand Letters loaded to VendorScape or Desktop prior to completing these steps.

STEP	ACTION
1	Locate the date the last Demand Letter was sent on the loan by reviewing the PL05 Letter history or the collection notes (DLQ1 or NOTS).
	 <p>In this example, the Demand Letter (Acceleration Letter) was sent 12/14/08 and the information was updated to MSP on 12/16/08.</p>



In this example, the Demand Letter (Acceleration Letter) was sent 12/14/08 and the information was updated to MSP on 12/16/08.

P 01/26/09	LC180	012	IAB	Mortgr Requested Cancel w/o
- 01/20/09 NH VB033	001	555	PA ACT 6 & 91 LETTER	01/18/09
- 01/20/09 NH BI030	001	555	BORR INF PACKET-426H	01/18/09

In the state of Pennsylvania, the Demand Letter shows as a PA ACT Letter instead of an Acceleration Letter.

- 01/08/09 YE008	CPI	BERNARD COSTELLO
- 01/06/09 NH VB032	001	555 NJ ACCEL LETTER 01/04/09
- 12/31/08 YE008	***	BERNARD COSTELLO

In the state of New Jersey, the Demand Letter shows as a NJ Accel Letter instead of an Acceleration Letter.

2	If you have received the most recent copy of the Demand Letter, proceed to Step 4.
3	If you have not received the most recent copy of the Demand Letter, enter <b>log code FCDEMD</b> (ATTORNEY REQUEST COPY OF DEMAND LETTER) on the MSP FOR2 screen or in Desktop. To enter the log code in Desktop, select Add Note from the Tool Menu then select Note Type Foreclosure and enter the log code in the MSP log code field.  Raise the FC Copy of Demand/State Req letter request issue in Desktop.  If the loan is a Wells Fargo Financial or Wells Fargo Home Equity loan, the FC Copy of Demand/State Req letter request issue still needs to be raised in Desktop.
4	Once the most recent Demand Letter is received, verify that the Demand is valid or invalid. <b>The following process needs to be completed within 5 business days from referral.</b>
5	If working within <b>Desktop</b> , proceed to Step 6; If working within <b>VendorScape</b> , proceed to Step 10
6	For <b>Desktop</b> referrals, select the FC Demand Review process from the Navigation Tree. Complete the dynamic date form (DDF) attached to the Review of Demand Letter Process.
7	Review of Demand Letter Complete – open DDF
8	“Demand Letter Valid?” <ul style="list-style-type: none"><li>• Select pick list and choose answer of “Yes” if the demand is valid.</li><li>• If “Yes” is chosen, select “Submit and Close” at the bottom of the DDF. DO NOT COMPLETE ANY OTHER FIELDS IN THE DDF.</li><li>• If “No” is selected then the second question is required to be completed.</li></ul>
9	Who is Sending the Re-demand?”

	<ul style="list-style-type: none"> <li>• Complete the second question on the DDF by selecting “Attorney” or “Servicer.” DO NOT MAKE A SELECTION HERE IF YOU ANSWERED THE PREVIOUS QUESTION WITH “YES”.           <ul style="list-style-type: none"> <li>○ Select “Attorney” if you, the attorney firm, will be sending the new demand letter. By selecting this task the <b>New Demand Letter Sent</b> task and <b>Copy of New Demand Uploaded to Desktop</b> task will auto launch to complete by the attorney.</li> <li>• There is a DDF associated with the <b>New Demand Letter Sent</b> task to be completed by the attorney.               <ul style="list-style-type: none"> <li>◆ The DDF has two fields. Complete when the new demand is sent.                   <ul style="list-style-type: none"> <li>• <b>New Demand Letter Expires</b> – date field for when demand will expire.</li> <li>• <b>Demand Letter Hold</b> – check box to signify the hold was placed on the loan.</li> </ul> </li> </ul> </li> <li>○ Select “Servicer” if you are unable to send a new demand. By selecting “Servicer,” the <b>Notified Servicer to send New Demand Letter</b> task will auto launch for Wells Fargo to complete.</li> </ul> </li> </ul> <p>Additional Details - to provide reason demand is not valid. Proceed to Step 11</p>
10	<p><i>For VendorScape referrals, if the Demand Letter is valid, enter <b>log code FCRVDV</b> (REVIEWED DEMAND IS VALID) on FOR2 in MSP. For Desktop Referrals, this automatically will update the log code in MSP.</i></p>
11	<p>If Demand is not valid due to mailing address not included on Demand Letter sent (only for states requiring Letters be sent to the mailing address):</p> <ul style="list-style-type: none"> <li>• If the loan is a Wells Fargo Financial or Wells Fargo Home Equity loan, contact your foreclosure liaison.</li> <li>• If the loan is not a Wells Fargo Financial or Wells Fargo Home Equity loan, do the following:           <ul style="list-style-type: none"> <li>▪ Verify the last date the mailing address changed on the loan (review collection notes (DLQ1 or NOTS)               <ul style="list-style-type: none"> <li>○ If mailing address changed after date of last Demand, proceed with foreclosure action.                   <ul style="list-style-type: none"> <li>• Enter <b>log code FCRVDV</b> (REVIEWED DEMAND IS VALID) on the MSP FOR2 screen. In Desktop, the log code automatically will be added after completing the DDF attached to the Demand Letter Valid step.</li> </ul> </li> <li>○ If mailing address changed before date of last Demand, raise the FC Copy of Demand/State Req letter request issue in Desktop to obtain the missing Demand Letter.</li> </ul> </li> </ul> </li> </ul> <p>Enter <b>log code FCDEMD</b> (ATTORNEY REQUEST COPY OF DEMAND LETTER) on FOR2 or in Desktop. To enter the log code in Desktop, select Add Note from the Tool Menu then select Note Type Foreclosure and enter the log code in the MSP log code field.</p>
12	<p>If the Demand is not valid due to any other reason (including but not limited to missing borrower, incorrect address, etc.), perform the following:</p> <ul style="list-style-type: none"> <li>• If the loan is a Wells Fargo Financial or Wells Fargo Home Equity loan, contact the processor listed on FOR1 in MSP.</li> <li>• If the loan is not a Wells Fargo Financial or Wells Fargo Home Equity loan, do the following:           <ul style="list-style-type: none"> <li>○ Enter <b>log code FCRVDN</b> (REVIEWED DEMAND NOT VALID) on FOR2 in MSP or in Desktop. To enter the log code in Desktop, select Add Note from the Tool Menu then select Note Type Foreclosure and enter the log code in the MSP log code field.</li> <li>• Provide the specific reason that the demand letter was deemed invalid.</li> </ul> </li> </ul> <p>Raise the FC Copy of Demand/State Req letter request issue in Desktop to obtain the missing Demand Letter.</p>

13	If you receive a response advising your office to re-Demand, complete the following steps:
14	Your office can re-Demand at a charge not exceeding \$35. The new demand must be sent within 48 business hours of determining that the demand is not valid.
15	Insert step D76, NEW DEMAND SENT and complete the actual date.
16	Insert step D77, NEW DEMAND LETTER EXPIRES, and leave the actual date blank. In Desktop, these steps automatically will be added after completing the fields in the DDF attached to the Demand Letter Valid step.
17	Enter <b>log code FCRVDN</b> (REVIEWED DEMAND NOT VALID) on FOR2 in MSP or in Desktop. To enter the log code in Desktop, select Add Note from the Tool Menu then select Note Type Foreclosure and enter the log code in the MSP log code field.
18	Provide the specific reason that the demand letter was deemed invalid.
19	Once the Demand Letter expires, complete the D77 step with the expiration date of the Demand Letter. <ul style="list-style-type: none"> <li>A copy of the Demand Letter your office sent out will need to be sent to Wells Fargo. You can submit a copy electronically through the <a href="mailto:8778160144@enterprisefaxout.wellsfargo.com">8778160144@enterprisefaxout.wellsfargo.com</a> email address. Emails to this mailbox must be in the following format: Subject Line: Demand Images to FileNet- 07201 Please save each letter separately in PDF or WORD format If multiple letters go out due to multiple parties/separate mailing addresses, all of the images for that one loan CAN be imaged together in one document. Please name each image by Client &amp; Loan Number (i.e. 708-XXXXXXXXXX)</li> </ul>

## Reports

**Attorney** – Referrals: Daily report with all referrals sent to your office the prior day. (Reference)

**Attorney** – Demand Not Valid: Provides a weekly list of loans where your office determined that the demand letter is not valid or where the referral has been active for more than five days and your office has not put the log code(s) on the loan. The loan will remain on this report until log code FCRVDV is entered on FOR2. (Action Required)

**Liaison** – Demand Not Valid: Provides a weekly list of loans where the referral has been active for more than ten days and the FCRVDV log code is not entered on the loan or the first legal action has been filed and the FCRVDV log code is not entered. (Action Required)

## State Required Letters

**\*\*Please Note\*\*** This section only needs to be completed if the property is in a state that currently requires a specific state required notice outside of or in addition to the Demand/Acceleration Letter.

STEP	ACTION
1	<b>Attorney:</b> Once a referral is received, verify that you have received the most recent State Required Letters. Please review all Demand and State Required Letters loaded to VendorScape or Desktop prior to completing these steps
2	Locate the date the last State Required Letter was sent on the loan by reviewing the collection notes (DLQ1 or NOTS). <ul style="list-style-type: none"> <li>If you have received the most recent copy of the State Required Letter, proceed to step 3.</li> </ul>

	<ul style="list-style-type: none"> <li>If you have not received the most recent copy of the State Required Letter, enter <b>log code FCSTLR</b> (ATTORNEY REQUEST COPY OF STATE REQUIRED LETTER) on FOR2 or in Desktop. To enter the log code in Desktop, select Add Note from the Tool Menu then select Note Type Foreclosure and enter the log code in the MSP log code field. <ul style="list-style-type: none"> <li>Raise the FC Copy of Demand/State Req letter request issue in Desktop.</li> <li>If the loan is a Wells Fargo Financial or Wells Fargo Home Equity loan, the FC Copy of Demand/State Req letter request issue still needs to be raised in Desktop.</li> </ul> </li> </ul>
3	<b>Attorney:</b> Once most recent State Required Letter is received, verify that the State Required Letter is valid. <b>The following process needs to be completed within 5 business days from referral.</b>
4	If the State Required Letter is valid, enter <b>log code FCRVSV</b> (REVIEWED STATE REQUIRED LETTER IS VALID) on FOR2 in MSP or in Desktop. To enter the log code in Desktop, select Add Note from the Tool Menu then select Note Type Foreclosure and enter the log code in the MSP log code field.
5	<p>If the State Required Letter is not valid, follow the appropriate process below depending on reason State Required Letter is not valid.</p> <p><b>If State Required Letter is not valid due to payments accepted since last State Required Letter was sent:</b></p> <p>Check to see the investor on the loan:</p> <ul style="list-style-type: none"> <li>If the loan is a Client 106 Wells Fargo Financial or Wells Fargo Home Equity loan, contact your foreclosure liaison.</li> <li>If the loan is not a Client 106 Wells Fargo Financial or Wells Fargo Home Equity loan, do the following: <ul style="list-style-type: none"> <li>Your office can re-send the State Required Letter at a charge not exceeding \$35.</li> </ul> </li> </ul> <p>*Please note – if an alternate re-send procedure has been established with your firm, it will supersede this procedure.</p> <ul style="list-style-type: none"> <li>Insert step T76, NEW STATE REQRD LTR SNT and complete the actual date.</li> <li>Insert step T77, STATE REQD LTR EXPIRES, and leave the actual date blank.</li> </ul> <hr/> <p><b>**Please Note**</b></p> <p>For VendorScape Referrals: Under Task, choose “Add” then “Production Task – New State Required Letter.” When adding New State Required Letter through VendorScape the T76 step– New State Reqd Ltr Sent and T77 step– State Reqd Ltr Expires automatically will be placed into MSP. The T77 step will map over as an open step; do not fill the date in until the State Required Letter has expired.</p> <p>For Desktop referrals, go to the File Transfer Form on the Tool Menu, add the FC_State_Required_Letter_Direct Source, or FC_State_Required_Letter_InHouse_Referred, or FC_State_Required_Letter_InHouse_Non_Referred process, and complete the DDF. This automatically will insert and complete the steps for you</p> <hr/>

## State Specific Desktop Holds for State Required Letters

**California:** If it is determined that the file is in need of a declaration to comply with the Senate Bill 1137 and the client has not provided the document either via Document Management or to the trustee directly (via mail),

STEP	ACTION
1	Select Holds from the Tool Menu
2	Select FC CA Senate Bill 1137 as the Reason
3	Enter the expected end date and provide hold details

Once this document is received, the hold should be ended.

**Iowa:** If the court has granted the 180-day borrower-imposed stay (Judge can grant this to the borrower upon request and judge will rule on this),

STEP	ACTION
1	Select Holds from the Tool Menu
2	Select "FC Demand for Delay (Iowa)" as the hold Reason
3	Enter the expected end date and provide hold details

**Illinois:** If Illinois state law (Illinois Grace Period) is preventing the foreclosure from proceeding:

STEP	ACTION
1	Holds from the Tool Menu
2	Select "FC Illinois State Hold" as the hold Reason
3	Enter the expected end date and provide hold details.

**New Jersey:** If New Jersey state law is preventing the foreclosure from proceeding

STEP	ACTION
1	Select Holds from the Tool Menu
2	Select "FC New Jersey State Hold" as the hold Reason
3	Enter the expected end date and provide hold details

**Indiana:** If Indiana state law is preventing the foreclosure from proceeding

STEP	ACTION
1	Select Holds from the Tool Menu
2	Select "FC Indiana State Hold" as the hold Reason
3	Enter the expected end date and provide hold details

**Michigan:** If Michigan state law is preventing the foreclosure from proceeding,

STEP	ACTION
1	Select Holds from the Tool Menu
2	Select "FC Michigan State Hold" as the hold Reason

3	Enter the expected end date and provide hold details
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## Soldier and Sailor Civil Relief Act Procedures

**Attorney:** Your office is required to confirm the borrower's military status for every loan referred/transferred to your office, by checking the DOD website, a minimum of **two** times throughout the foreclosure process:

- Immediately (within 24 hours) upon receipt of the foreclosure referral/ file transfer to your office
- 24 business hours prior to the day of sale

\*\*\*Please see Pre-Sale Loan Review or procedures on SCRA review process\*\*\*

## New Referral Needed

**Attorney:** If your office determines that a new foreclosure referral is needed, please contact your liaison directly through VendorScape and provide a detailed explanation for why the new referral is needed. For Desktop referrals, raise the Restart Necessary Issue type.

STEP	ACTION
1	Go to the tool menu
2	Select Issues
3	Select Add Issue.
4	Select the "FC Restart Necessary" issue
5	Enter the projected end date and provide a reason as to why a new referral is needed.

**Liaison:** Determine if a new foreclosure referral is necessary and needed:

1	Ensure the attorney's side and the servicer side of VendorScape or Desktop are closed down
2	Email Foreclosure Removals at <a href="mailto:fcremovals@wellsfargo.com">fcremovals@wellsfargo.com</a>
3	Contact referrals at <a href="mailto:referral.request@wellsfargo.com">referral.request@wellsfargo.com</a> , which will alert the Default Reporting department to send a new referral

**\*\*Please note\*\* A new referral should only be needed if counsel is unable to utilize the existing referral to proceed with the foreclosure action. If a restart is necessary, please refer to [Foreclosure Restarts](#) for instructions on how to proceed**

## Default Document Process

### Initial Document Process

The Default Document Department proactively orders all available original loan documents for loans that are more than 60 days delinquent. Documents include the original note, recorded mortgage, title policy, and recorded and unrecorded assignments. Documents are sent to imaging so that at the time of referral they can be uploaded via VendorScape or Desktop to the Foreclosure Attorney.

If the note has been imaged on a **COPY STATE**, LIV automatically will upload the document to VendorScape or Desktop and complete step N82, NOTE SENT TO ATTY, on FOR3 in MSP.

- For an **ORIGINAL DOCUMENT STATE**, the note will be imaged onto Loan Image Viewer.
- Once the loan is referred to foreclosure, Default Docs will ship the original note to the attorney's office and complete step N82, NOTE SENT TO ATTY.

If the recorded mortgage has been imaged, LIV automatically upload the document to VendorScape or Desktop and complete step K56, RECORDED MTG/DOT TO ATTY, on FOR3 in MSP.

If the title policy has been imaged, LIV automatically will upload the document to VendorScape or Desktop and complete step K68, TITLE POLICY SENT TO ATTY, on FOR3 in MSP.

**PLEASE NOTE THAT DOCUMENT UPLOAD CAN OCCUR UP TO THREE (3) DAYS FROM THE REFERRAL.**

**Missing Note Process**

**NOTE NOT RECEIVED**

STEP	ACTION
1	<b>Attorney:</b> If after the third business day of the referral date you have not received the note, add log code NOTRRP in VendorScape or add the Note Not Received in Referral Package Issue in Desktop. This can be done by selecting Issues from the Tool Menu and selecting Add Issue. <ul style="list-style-type: none"><li>• This will add <b>log code NOTRRP</b> ( NOTE NOT RECEIVED IN REFERRAL PACKAGE) to FOR2 in MSP, open and complete step Y84, ATTY REQ MISSING NOTE, and open step K64, NOTE RESEARCH REQUIRED, on FOR3 in MSP</li></ul>
2	<b>WFHM Default Docs Team:</b> Research missing note: <ul style="list-style-type: none"><li>• If note is found: complete the K64 step with the actual date the note was provided/sent to the Attorney. If the state does not require the original note, the document will be uploaded to LIV. Otherwise, send the note via mail and track for delivery.</li><li>• If note is not found: complete the K64 step, delete the N82 step, and add step N83, LOST NOTE AFFIDAVIT NEEDED. <b>Only the Default Doc Team should be adding the N83 step to FOR3.</b></li></ul>
3	<b>Attorney:</b> Once the N83 step is placed on the loan, this will authorize your office to create and forward a lost note affidavit as described in the <a href="#">Lost Note Affidavits</a> (LNA) process in this manual.
4	<b>WFHM Default Docs Team:</b> Once you receive, execute, and return the LNA to the Attorney, close the N83 step.

**NOTE INVALID OR ILLEGIBLE**

1	<b>Attorney:</b> If after the third business day of the referral date the note you received is invalid or illegible, add log code NOTRIN in VendorScape or add the Invalid or Illegible Note Received Issue in Desktop and describe the issue with the note. This can be done in Desktop by selecting Issues from the Tool Menu and selecting Add Issue. <ul style="list-style-type: none"><li>• This will add <b>log code NOTRIN</b> (NOTE RECDV INVALID OR NOT LEGIBLE) to FOR2 in MSP, open and complete step Y84, ATTY REQ MISSING NOTE, and open step K64, NOTE RESEARCH REQUIRED, on FOR3 in MSP.</li></ul>
2	<b>WFHM Default Docs Team:</b> Research missing note <ul style="list-style-type: none"><li>• If note is found: complete the K64 step with the actual date the note was provided/sent to the Attorney. If the state does not require the original note, the document will be uploaded to LIV. Otherwise, send the note via mail and track for delivery.</li><li>• If note is not found: complete the K64 step, delete the N82 step, and add step N83, LOST NOTE AFFIDAVIT NEEDED. <b>Only the Default Doc Team should be adding the N83 step to FOR3.</b></li></ul>

3	<b>Attorney:</b> Once the N83 step is placed on the loan, this will authorize your office to create and forward a lost note affidavit as described in the <a href="#">Lost Note Affidavits</a> process in this manual.
4	<b>WFHM Default Docs Team:</b> Once you receive, execute, and return the LNA to the attorney, close the N83 step.

***Log codes will be rejected if added prior to three business days past the Referral Date and your request for documents will not upload.***

## Lost Note Affidavits

**\*\*Please Note\*\*** The below process is for lost note affidavits and Lost Note Bonds in Colorado. This is not for allonges, or for Note endorsements. If your office needs an allonge or note endorsement, please follow the procedures listed in the Alllonge/Note Endorsement section of this manual.

STEP	ACTION
1	<b>Attorney:</b> Send lost note affidavits to Wells Fargo Default Docs area via email address <a href="mailto:defaultallongemailbox@wellsfargo.com">defaultallongemailbox@wellsfargo.com</a> . <ul style="list-style-type: none"> <li>Enter <b>log code FCLNSG</b> (LOST NOTE AFFIDAVIT SENT TO WF) in MSP or Desktop to notify them that your office has sent the lost note affidavit for execution. To enter the log code in Desktop, select Add Note from the Tool Menu then select Note Type Foreclosure and enter the log code in the MSP log code field.</li> </ul>
2	<b>WFHM Default Docs Team:</b> Once request is received in mailbox, enter <b>log code FCLNAV</b> (LOST NOTE AFFIDAVIT RECEIVED FROM ATTY) in MSP. If the LNA needs the signature of an officer, enter <b>log code FCLNAI</b> (LOST NOTE AFFIDAVIT SENT FOR INTERNAL SIGNATURE(S)) in MSP to show the status of the LNA. The turnaround time for this process is five (5) business day.
3	<b>WFHM Default Docs Team:</b> Once LNA has been completed, enter <b>log code FCLNAD</b> (LOST NOTE AFFIDAVIT COMPLETED SENT TO ATTY) in MSP, and overnight the affidavit to the attorney. Enter the actual date for the N83 step as the date the LNA was sent to the attorney.
4	<b>Attorney:</b> Your office is responsible for following up on the LNA, by reviewing FOR2 for the <b>log code FCLNAD</b> . If you have not received the LNA after 5 business days, send a second request.

The following Log Codes should be used for the LNA process:

Log Codes	Comments
FCLNSG	LOST NOTE AFFIDAVIT SENT TO WF (ATTY)
FCLNAV	LOST NOTE AFFIDAVIT RECEIVED FROM ATTY (WFHM)
FCLNAI	LOST NOTE AFFIDAVIT SENT FOR INTERNAL SIGNATURE(S) (WFHM)
FCLNAD	LOST NOTE AFFIDAVIT COMPLETED SENT TO ATTY (WFHM)

## Reports:

**Attorney – Lost Note:** Daily report of all loans where the N83 scheduled date is not null and the N83 actual date is null. Alerts attorney of outstanding Lost Note Affidavit requests (Action Required)

## Note Endorsement

**\*\*Please Note\*\*** This process is only to be used if your office has already received the note. If you have not received the note, follow process for requesting the note listed in the [Missing Note Process](#) section of this manual.

STEP	ACTION
1	<b>Attorney:</b> Enter step Z02 (Endorsed Note Needed) to the FOR3 screen (if a loan is in foreclosure) or the BNK3 screen (if a loan is in Bankruptcy).
2	<b>WFHM Default Docs Team:</b> Research needed endorsement. <ul style="list-style-type: none"> <li>• If the blank endorsement is in the file for an <b>original</b> state, execute the endorsement, send the original document to the attorney, and complete the Z02 step.</li> <li>• If needed endorsement is located for a <b>copy state</b>, execute the endorsement, send the original document to imaging, and complete the Z02 step.</li> </ul>

## Allonge

**\*\*Please Note\*\*** An allonge cannot be processed unless default docs or the attorney is in possession of the original note.

STEP	ACTION
1	<b>Attorney:</b> If an allonge is still needed after a note has been endorsed, forward the allonge attachment to Wells Fargo Default Docs area via email address <a href="mailto:Defaultallongemailbox@wellsfargo.com">Defaultallongemailbox@wellsfargo.com</a> and add step Y44, ATTORNEY REQUESTED ALLONGE, to FOR3.
2	<b>WFHM Default Docs Team:</b> Once allonge attachment is received, enter <b>log code FCALGR</b> (ALLONGE REQUEST RECEIVED). If property is located in a copy state, determine if original note can be ordered to complete the endorsement on the note. <ul style="list-style-type: none"> <li>• If the original note can be ordered, enter <b>log code of FCODAL</b> (FILE ORDERED FOR ALLONGE) and order the file from the custodian. There is a 14-business-day turnaround time for files to be ordered and received from the custodian.</li> </ul>
3	<b>WFHM Default Docs Team:</b> If file was ordered and received, review FOR2 notes to determine what entities the attorney needs the note endorsement to reflect. <ul style="list-style-type: none"> <li>• Type the appropriate endorsement directly to the note, and make a copy of the endorsed note to be faxed to the WFHM imaging department.</li> <li>• Enter <b>log code FCNRCS</b> (NOTE REQUEST COMPLETED/SENT TO ATTORNEY) and mail the attorney the original, endorsed note.</li> <li>• Complete the Y44 step with the actual date the note was returned to attorney.</li> </ul>
4	<b>WFHM Default Docs Team:</b> If property is located in an original doc state and attorney has the original note, review the allonge attachment to determine if we have signing authority to execute internally. <ul style="list-style-type: none"> <li>• If WFHM does have signing authority, enter <b>log code FCALGI</b> (ALLONGE SENT FOR INTERNAL SIGNATURE)</li> <li>• If WFHM does not have signing authority, enter <b>log code FCALGE</b> (ALLONGE SENT OUT FOR EXECUTION) and mail document for 3rd party signature.</li> <li>• After allonge has been executed, enter <b>log code FCALGA</b> (ALLONGE</li> </ul>

	COMPLETED/RETURNED TO ATTORNEY).
	<ul style="list-style-type: none"> <li>• Complete the Y44 actual date with the date allonge was returned to attorney.</li> </ul>

The following log codes will be used for the allonge process:

Log Codes	Comments
FCALGR	ALLONGE REQUEST RECEIVED
FCALGI	ALLONGE SENT FOR INTERNAL SIGNATURE
FCALGE	ALLONGE SENT OUT FOR EXECUTION
FCODAL	FILE ORDERED FOR ALLONGE
FCALGA	ALLONGE COMPLETED/RETURNED TO ATTORNEY
FCNRCS	NOTE REQUEST COMPLETED/SENT TO ATTORNEY

### Missing Recorded Mortgage Process

#### RECORDED MORTGAGE NOT RECEIVED

STEP	ACTION
1	<p><b>Attorney:</b> If after the third business day of the referral date you have not received the recorded mortgage, <b>add log code RMNRRP</b> in VendorScape or add the Recorded Mortgage/Deed not received in Referral Package issue in Desktop. This can be done by selecting Issues from the Tool Menu and selecting Add Issue.</p> <ul style="list-style-type: none"> <li>• This will add <b>log code RMNRRP</b> (RECORDED MORTGAGE NOT RECEIVED IN REFERRAL PACKAGE) to FOR2 in MSP, open and complete step Y86, ATTY REQ MISSING REC MORT, and open step K63 (RECORDED MTG RSCH REQ'D) on the MSP FOR3 screen.</li> </ul>
2	<p><b>WFHM Default Docs Team:</b> Research missing recorded mortgage.</p> <ul style="list-style-type: none"> <li>• If the recorded mortgage is found, complete the K63 step with the actual date the mortgage was provided/sent to the attorney. Load the mortgage onto LIV. For IL, send the original recorded mortgage to the attorney.</li> <li>• If recorded mortgage is not found: complete the K63 step, and add step K54, ATTY NDS TO OBTAIN DOT/MTG.</li> </ul>
3	<p><b>Attorney:</b> Once the K54 step is placed on the loan, this will authorize your office to obtain the recorded mortgage from the county clerk's office.</p> <ul style="list-style-type: none"> <li>• Once you have obtained the recorded mortgage, enter the actual date for the K54 step.</li> </ul>

#### RECORDED MORTGAGE INVALID OR ILLEGIBLE

STEP	ACTION
1	<p><b>Attorney:</b> If after the third business day of the referral date the recorded mortgage you received is invalid or illegible, add <b>log code DEEINV</b> in VendorScape, or add the Invalid, or Illegible Recorded Mortgage/Deed Received issue in Desktop. This can be done by selecting Issues from the Tool Menu and selecting Add Issue.</p> <ul style="list-style-type: none"> <li>• This will add <b>log code DEEINV</b> (RECORDED DEED RECD INVALID OR NOT LEGIBLE) to FOR2 in MSP, open and complete step Y86, ATTY REQ MISSING REC MORT, and open step K63 (RECORDED MTG RSCH REQ'D) on the FOR3 screen in MSP.</li> </ul>
2	<p><b>WFHM Default Docs Team:</b> Research missing recorded mortgage.</p> <ul style="list-style-type: none"> <li>• If recorded mortgage is found, complete the K63 step with the actual date the</li> </ul>

	<p>mortgage was provided/sent to the attorney. Load the mortgage onto LIV. For IL, send the original recorded mortgage to the attorney.</p> <ul style="list-style-type: none"> <li>If recorded mortgage is not found: complete the K63 step, and add step K54, ATTY NDS TO OBTAIN DOT/MTG.</li> </ul>
3	<p><b>Attorney:</b> Once the K54 step is placed on the loan, this will authorize your office to obtain the recorded mortgage from the county clerk's office.</p> <ul style="list-style-type: none"> <li>Once you have obtained the recorded mortgage, enter the actual date for the K54 step.</li> </ul>

#### **Reports:**

**Attorney – Attorney to Obtain Mortgage:** Daily report of all loans where the K54 scheduled date is not null and the K54 actual date is null. Alerts the attorney to obtain recorded mortgage from county clerk's office (Action Required).

**\*\*\*If the recorded mortgage was obtained by your office prior to the K54 step being added, you will need to note VendorScape or Desktop stating that the mortgage has been received/obtained and you will need to complete the K54 actual date to ensure loan falls off of the report\*\*\***

#### **Missing Title Policy Process**

**\*\*Please Note\*\*** The below process is not for title issues. If your office is handling a title issue, please follow the procedures listed in the [Title](#) section of this manual.

#### **TITLE POLICY NOT RECEIVED**

STEP	ACTION
1	<p><b>Attorney:</b> If after the fifth business day of the referral date you have not received the title policy, add log code TTLNRP in VendorScape, or add the Title Not Received in Referral Package issue in Desktop. This can be done by selecting Issues from the Tool Menu and selecting Add Issue.</p> <ul style="list-style-type: none"> <li>This will add <b>log code TTLNRP</b> (TITLE WAS NOT RECEIVED IN REFERRAL PACKAGE) to FOR2 in MSP, open and complete step Y85, ATTY REQ MISSING TITLE POL, and open step K66, TITLE POLICY RESEARCH RQD, on FOR3 in MSP</li> </ul>
2	<p><b>WFHM Default Docs Team:</b> Research missing title policy as follows:</p> <ul style="list-style-type: none"> <li>If title policy is found, complete the K66 step with the actual date the title policy was provided/sent to the attorney. Load the title policy onto LIV.</li> <li>If title policy is not found, complete the K66 step, and add step K67, ATTY NEEDS TO OBTAIN TITLE.</li> </ul>
3	<p><b>Attorney:</b> Once the K67 step is placed on the loan, this will authorize your office to obtain the title policy directly from the title company.</p> <ul style="list-style-type: none"> <li>Once you have obtained the title policy, enter the actual date for the K67 step.</li> </ul>

#### **TITLE POLICY INVALID OR ILLEGIBLE**

STEP	ACTION
1	<p><b>Attorney:</b> If after the fifth business day of the referral date the title policy you received is invalid or illegible, add log code TTLBAD in VendorScape or add the Invalid or Illegible Title Received issue in Desktop. This can be done by selecting Issues from the Tool Menu and</p>

	<p>selecting Add Issue.</p> <ul style="list-style-type: none"> <li>• This will add <b>log code TTLBAD</b> (TITLE RECEIVED IS INVALID OR NOT LEGIBLE) to FOR2 in MSP, open and complete step Y85, ATTY REQ MISSING TITLE POL, and open step K66, TITLE POLICY RESEARCH RQD, on FOR3 in MSP</li> </ul>
2	<p><b>WFHM Default Docs Team:</b> Research missing title policy as follows:</p> <ul style="list-style-type: none"> <li>• If title policy is found, complete the K66 step with the actual date the title policy was provided/sent to the attorney. Load the title policy onto LIV.</li> <li>• If title policy is not found, complete the K66 step, and add step K67, ATTY NEEDS TO OBTAIN TITLE.</li> </ul>
3	<p><b>Attorney:</b> Once the K67 step is placed on the loan, this will authorize your office to obtain the title policy directly from the title company.</p> <ul style="list-style-type: none"> <li>• Once you have obtained the title policy, enter the actual date for the K67 step.</li> </ul>

#### **Reports:**

**Attorney – Attorney to Obtain Title Policy:** Daily report of all loans where the K67 scheduled date is not null and the K67 actual date is null. This report alerts the attorney to obtain title policy from the title company. (Action Required).

**\*\*\*If the Title Policy was obtained by your office, you will need to note VendorScape or Desktop stating that the title policy has been received/obtained and you will need to complete the K67 actual date to ensure loan falls off of the report\*\*\***

#### **Assignments**

**Please be advised that your office should NOT be foreclosing in the name of MERS.**

- Effective March 1, 2011, Wells Fargo Post Closing Final Documents team will be drafting assignments for all delinquent MERS and Private Investor Loans. This will include any intervening assignments as well.
- **Attorney:** As of 5/27/11, you are no longer to prepare an Assignment of Mortgage (AOM) (regardless of the referral date)

Follow these procedures:

STEP	ACTION
1	After pulling title and it is determined an assignment is needed, log on to MSP and review MAS1/USR3, "FD AOM VALIDIDTN" field (press F8 twice) and review the status of the assignment.
2	If the field displays "0" "Assignment Not Needed" WFHM has already reviewed the chain of title and an assignment is not needed. If your office determines that an assignment is needed, please contact your liaison with the details as to why an assignment is still needed.
3	If the field displays "1" "Assignment Process Started" or "2" "Assignment Sent to County for Recording" <ul style="list-style-type: none"> <li>• Determine if you may proceed with foreclosure without the recorded assignment</li> <li>• If you determine you are unable to proceed, email <a href="mailto:FDAssignmentDesk@wellsfargo.com">FDAssignmentDesk@wellsfargo.com</a></li> </ul>

	<ul style="list-style-type: none"> <li>○ Escalation in subject line of email</li> <li>○ Loan #</li> <li>○ Date the Assignment is needed by</li> <li>○ Assignor and Assignee</li> <li>○ If the assignment is required to be recorded prior to filing first legal, provide physical mailing address (Street Address, no P.O. boxes) and executed assignment will be sent via overnight mail</li> <li>○ The specific department or contact person the assignment should be sent to</li> </ul> <ul style="list-style-type: none"> <li>• Add event Assignment Issue/Problem in VendorScape or go to the File Transfer Form on the Tool Menu and launch the FC_DS_Assignment_Needed or FC_IHR_Assignment_Needed or FC_IHNR_Assignment_Needed process in Desktop and complete the DDF. Include the assignor and assignee information for the needed assignment.</li> <li>• Once you receive the executed assignment, record the assignment with the county.</li> <li>• Retrieve the recorded assignment and complete the task Assignment Problem Corrected in VendorScape or complete the Executed Assignment Received by Attorney event in Desktop with the date the assignment was recorded.</li> <li>• Proceed with the foreclosure process. Adhere to the document handling process as outlined in the Foreclosure Manual in regards to faxing a copy of the recorded assignment to Wells Fargo (see Documents Obtained by your Office)</li> </ul> <p><b>IMPORTANT: Document Handling Procedure-</b></p> <p><b>If you currently are in possession of the original collateral file and related documents:</b></p> <ol style="list-style-type: none"> <li>(1) Complete Appendix T-Assignment Cover Page indicating that you are in possession of the Original AOM Document and will maintain it with the other original documents in the Collateral file</li> <li>(2) Submit a copy of the recorded AOM document along with completed, signed Appendix T- Assignment Cover Page through Desktop</li> <li>(3) File and maintain the AOM with the other collateral documents</li> <li>(4) Return Original AOM along with other Original collateral documents to WFHM at the completion, suspension or removal of the foreclosure action</li> </ol> <p><b>If you are NOT in possession of the original collateral file and related documents</b></p> <ol style="list-style-type: none"> <li>(1) Retain a copy of the recorded AOM and</li> <li>(2) Return original, recorded AOM to the following address:</li> </ol> <p style="margin-left: 20px;">Wells Fargo Home Mortgage Mac X9999-018 PO Box 1629 Minneapolis, MN 55440</p> <p>Upon receipt by WFHM, the AOM will be imaged and shipped to document custody to be included in the collateral file.</p> <p><i>Adhere to the document handling process as outlined in the Foreclosure Manual in regards to faxing a copy of the recorded assignment doc handling process may need to be reviewed and altered based on the above change.</i></p>
4	<p>If the field displays "2" "Assignment sent to County for Recording"</p> <ul style="list-style-type: none"> <li>• If a copy of the executed assignment is needed, email <a href="mailto:DocOrderingHMEC@wellsfargo.com">DocOrderingHMEC@wellsfargo.com</a> and request a copy <ul style="list-style-type: none"> <li>○ Specify in the body of the email that you require a copy of the unrecorded</li> </ul> </li> </ul>

	<p>executed assignment</p> <ul style="list-style-type: none"> <li>• If a recorded copy of the assignment is required to proceed with first legal or foreclosure action email FDAssignmentDesk@wellsfargo.com and provide the following information:           <ul style="list-style-type: none"> <li>◦ Escalation in subject line of email</li> <li>◦ Loan #</li> <li>◦ Date the Assignment is needed by</li> <li>◦ Assignor and Assignee</li> <li>◦ Your physical mailing address (Street Address, no P.O. Boxes)</li> <li>◦ The specific department or contact person the assignment should be sent to</li> </ul> </li> <li>• Add event Assignment Issue/Problem in VendorScape or go to the File Transfer Form on the Tool Menu and launch the FC_DS_Assignment_Needed or FC_IHR_Assignment_Needed or FC_IHNR_Assignment_Needed process in Desktop and complete the DDF Includes the assignor and assignee information for the needed assignment.</li> <li>• Retrieve the recorded assignment and complete the task Assignment Problem Corrected in VendorScape or complete the Executed Assignment Received by Attorney event in Desktop with the date the assignment was recorded.</li> <li>• Proceed with the foreclosure process. Adhere to the document handling process as outlined in the Foreclosure Manual with regard to faxing a copy of the recorded assignment to Wells Fargo (see Documents Obtained by your Office)</li> </ul> <p><i>The original assignment that was previously sent will either be rejected or returned to Wells Fargo or the county may record it. If recorded, there will not be any impact on the Attorney's ability to proceed with foreclosure action.</i></p>
5	<p>If the field displays “3” “Recorded Assignment received from County”</p> <ul style="list-style-type: none"> <li>• Email or send an intercom to <u>your</u> liaison and request a copy of the recorded assignment (specify in the body of the email if you require a copy or the original is required)</li> </ul>
6	<p>If the “FD AOM VADIDTN” field does not display a 1, 2, or 3</p> <ul style="list-style-type: none"> <li>• Add event Assignment Issue/Problem in VendorScape or go to the File Transfer Form on the Tool Menu and launch the FC_DS_Assignment_Needed or FC_IHR_Assignment_Needed or FC_IHNR_Assignment_Needed process in Desktop and complete the DDF. Include the assignor and assignee information for the needed assignment.</li> <li>• Retrieve the recorded assignment and complete the task Assignment Problem Corrected in VendorScape or complete the Executed Assignment Received by Attorney event in Desktop with the date the assignment was recorded.</li> <li>• Proceed with the foreclosure process. Adhere to the document handling process as outlined in the Foreclosure Manual in regards to faxing a copy of the recorded assignment to Wells Fargo (see Documents Obtained by your Office)</li> </ul>

**\*\*\*This is only for escalated requests where Wells Fargo could face sanctions, miss a hearing, miss a sale, or halt foreclosure completely if not corrected immediately\*\*\***

**WFHM Post Closing Team:** Base the initial selection for assignment creation on loans that are >90 delinquent (or based on referral criteria set forth by the investor) and not yet referred to an attorney.

STEP	ACTION
1	Review the loan/chain of title to determine if an assignment is required

2	Prepare Assignment and image a copy of the executed unrecorded assignment prior to being submitted for recording in LIV (Loan Image Viewer)
3	Submit Assignment for recording to the county
4	Receive Recorded Assignment back from county and image a copy of the executed recorded assignment upon receipt from the county in LIV
5	<p>Track Assignment (3 Stages)</p> <ul style="list-style-type: none"> <li>• MSP: MAS1/USR3, "FD AOM VALIDDTN" field (Page 3, position 6, field 4C) with one of the three valuables:           <ul style="list-style-type: none"> <li>○ <b>0=Assignment Not Needed</b></li> <li>○ <b>1=Assignment Process Started</b></li> <li>○ <b>2=Assignment Sent to County for Recording</b></li> <li>○ <b>3=Recorded Assignment received from County</b></li> </ul> </li> </ul>

**Note:** The FD Assignment Desk mail box will provide a 72 hour turn time for providing documents back to the requested firm

### Foreclosure Mail

STEP	ACTION
1	<p><b>Attorney:</b> Your office may receive documentation from the court pertaining to the foreclosure action. Retain these documents and place in your archived file upon completion of the foreclosure. See <a href="#">Appendix A</a> for examples of unnecessary mail that does not need to be sent.</p> <ul style="list-style-type: none"> <li>• Only send "critical documents" (Refer to <a href="#">Appendix A</a>) to the appropriate department within Wells Fargo or your liaison.</li> <li>• To expedite the handling of any documentation that is sent, please make sure that the package is addressed appropriately. For the correct way to address the envelope/package, refer to <a href="#">Appendix A</a>.</li> </ul>
2	<b>Liaison:</b> If you receive critical mail documents from the Attorney, consult with your manager.

### Documents Obtained by your office

STEP	ACTION
1	<p><b>Attorney:</b> Any recorded mortgages, title policies, recorded assignments, Bailee letters, or LNA, <b>OBTAINED</b> by your office on behalf of Wells Fargo, need to be faxed with the following completed cover sheet directly to our imaging department at:</p> <p style="text-align: center;"><b>FAX: 877-816-0144</b></p>
2	Please ensure that all of the information is submitted timely and that each document is faxed with a separate cover sheet.
3	The original document should then be retained with the foreclosure file unless the loan is reinstated.
4	If the loan is reinstated, please return the Original Note or LNA, and if applicable the original

	<p>recorded mortgage, to the following address:</p> <p style="text-align: center;">Wells Fargo Home Mortgage Document Management MAC X9999-01Q 2701 Wells Fargo Way 2<sup>nd</sup> Floor Minneapolis, MN 55467-8000</p> <p>Below is an actual fax cover sheet to be copied and used:</p> <p style="text-align: center;"><b>Firm Name on behalf of Wells Fargo Home Mortgage Default Doc Department</b></p> <p><b>Date:</b> _____</p> <p><b># Pages Excluding Cover Sheet:</b> _____</p> <p><b>Borrow Name:</b> _____</p> <p><b>Loan Number:</b> _____</p> <p><b>WFHM Client (Circle One)</b> 106    472    591    685    708    936</p> <p><b>Please image the attached document (one per cover sheet) on the above referenced loan &amp; corresponding image type:</b></p> <p><input type="checkbox"/> <b>Note/LNA (03300)</b></p> <p><input type="checkbox"/> <b>Bailee Letter (20070)</b></p> <p><input type="checkbox"/> <b>Recorded Mortgage/DOT (03000)</b></p> <p><input type="checkbox"/> <b>Recorded Assignments (00600)</b></p> <p><input type="checkbox"/> <b>Title Policy (04700)</b></p> <p><b><i>Please retain recorded document with the foreclosure file unless requested</i></b></p>
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## eNote Procedures

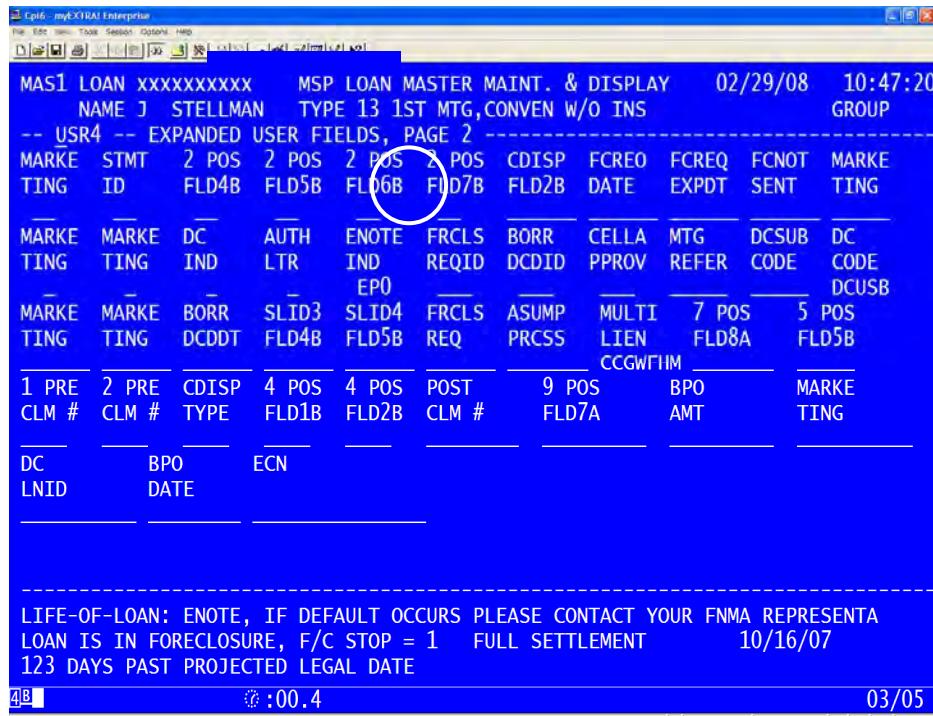
### What is an eMortgage?

An eMortgage is a mortgage for which the promissory note and possibly other documents are created and stored electronically rather than by using traditional paper documentation that has a pen and ink signature.

### What is an eNote?

An eNote is a promissory note or other promise by the borrower to repay a debt obligation that is in the form of an electronic record and has been electronically signed by the borrower.

### How do I know if I receive an eNote Foreclosure Referral?



STEP	ACTION
1	You will need to go to the MAS1/USR4 screen in MSP and, F5, and look for an "ENOTE IND" code that begins with the letter E. This code will tell you that this is an eNote loan.
2	In addition, upon the loan being referred to your office via VendorScape or Desktop, there will be a notation that this referral is an eNote referral.
3	If e-note certification is needed, email <a href="mailto:DocOrderingHMEC@wellsfargo.com">DocOrderingHMEC@wellsfargo.com</a> .

## Origination File Requests/Pooling and Servicing Agreements

STEP	ACTION
1	<p><b>Attorney:</b> In the instance that your office is in need of an origination file or Pooling and Servicing Agreement, please make your request through VendorScape by sending a message to the Attorney-File Requests processor. Please include the following information:</p> <ul style="list-style-type: none"> <li>Specific details as to whether a copy of the file or the original physical file is needed.</li> <li>Shipping contact information including contact name and complete mailing address</li> <li><b>**Please note** Only request Pooling and Servicing Agreements if required by a Judge or for Discovery.</b></li> <li>If a <b>physical origination file</b> is sent to your office, upon completion of review of the file, please return to :</li> </ul> <p style="text-align: center;">Wells Fargo Home Mortgage Document Management MAC X9999-01Q 2701 Wells Fargo Way 2nd Floor Minneapolis, MN 55467-8000</p>

	For Desktop Referrals, email request to <a href="mailto:DocOrderingHMEC@wellsfargo.com">DocOrderingHMEC@wellsfargo.com</a> .
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## Collateral files Sent to Your Office

**Attorney:** Any collateral files that are sent to your office on behalf of Wells Fargo need to be returned to:

Wells Fargo Home Mortgage  
Document Management  
MAC X9999-01Q  
2701 Wells Fargo Way  
2<sup>nd</sup> Floor  
Minneapolis, MN 55467-8000

## Uploading Documents to VendorScape or Desktop

STEP	ACTION
1	<b>Attorney:</b> Any documents that your office obtains during the foreclosure process or submits to court should be uploaded to VendorScape or Desktop
2	To upload documents in Desktop go to the Tool Menu
3	Select Add Docs
4	Select the appropriate document type, and browse the document ), including but not limited to: <ul style="list-style-type: none"><li>• Title Report</li><li>• Assignments</li><li>• Complaint</li><li>• Notice of Default</li><li>• Death Certificates</li><li>• Warranty Deed</li><li>• Quit Claim Deed</li></ul>

## First Legal Action

The First Legal Action Date is the first public action required by law, such as filing a complaint or petition, recording a notice of default, or publication of a notice of sale.

STEP	ACTION
1	<b>Attorney:</b> When the First Legal is filed, update the First Legal step (T01) with the actual date of the filing.
2	If the First Legal is delayed, document a reason for the delay within VendorScape or Desktop weekly.

FOR3 0000000000 FOR TRACKING 671 G15/001 01/15/07 16:45:43  
 L: F:C B: R: 07/01/05 TYPE F.H.A. B/S M:F F:9  
 FHA# 796 413-4333080

ACT	SCHED	ACTUAL	STEP	STEP DESCRIPTION	PRED	FLT	COST	G	R	C	L	F	P
111605	111605	U01	RFR 2	ATTY & ASGN 2 PRCSR		0		*				1	
112605	112105	N82	DOCS RECEIVED BY ATTY		U01	10							
121605	112305	T01	1ST LEGAL ACTN COMPLETED*		U01	30						2	
012206	121505	T05	SVC ON DFNS COMPLETED		T01	60							
051206	020606	T14	JUDGM ENTERED/GRANTED		T05	148						*	
020606	021306	T25	ATTY SENT HUD OCC LTR		T14	0							
030806	050506	U20	F/C SCHEDULED SALE DATE		T14	30						3	
042606	042506	U31	SEND BID INSTRCTN TO ATTY		T14	79						*	
050506	050506	T32	F/C SALE HELD		U20	0						4	
101906		Y50	HUD REASONABLE DILIGENCE		T01	330							
050506	122306	F72	PROJECTED CONVEY DTE		T32	0							
061906	053106	T39	AFT SALE CONFIRMATION EXP		T32	45						*	
061406	050506	P23	POST SALE PKG RECEIVED		T39	5							
060206	060606	U47	CREATE 1099 RECORD		T39	2						*	
060206	060606	U45	CANC HAZ&PUT ON ASG CVG		T39	2						*	
060206	060606	U50	FILE ROUTED TO POST SALE		T39	2						*	
061306	060806	F87	FILE RECEIVED IN CLAIMS		U50	7							

45 :00.2 01/21

## FHA First Legal Delays

STEP	ACTION
1	<p><b>Attorney:</b> If your office is unable to complete the First Legal Action timely and agency/investor guidelines will not be met on a FHA loans, send notice via VendorScape or Desktop.</p> <ul style="list-style-type: none"> <li>In Desktop, go to the Tool Menu, select Issues, and then Add Issue. For the Issue Type, select "FC First Legal Date Unable to be Met," then enter the projected end date and provide the reason First Legal could not be met. The "FC HUD Extension Needed" issue also needs to be raised stating the date the HUD cut date expires and that a new one needs to be ordered.</li> <li>In VendorScape, submit the notice through the Foreclosure FLAD queue and advise the circumstances surrounding the delay.</li> <li>The first legal action must be filed by the appropriate HUD deadline to avoid an interest curtailment or no later than 30 days after referral in judicial states and 10 days after referral in non-judicial states, whichever comes first.</li> <li>Your office will be held responsible for any financial penalty that is incurred as a result of avoidable delays.</li> </ul>
2	<p><b>WFHM:</b> Determine if the loan qualifies for a HUD extension and, if so, insert step P75, REQ EXT FROM HUD, on the FOR3 screen within MSP.</p> <ul style="list-style-type: none"> <li>Upon receipt of the response from HUD, insert either step P79, HUD APPROVED EXTN, or step P80, HUD DENIED EXTN, and send notice to the Attorney via</li> </ul>

	VendorScape or Desktop.
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### Reports:

**Attorney – HUD Extension:** A monthly report will be uploaded to VendorScape or Desktop of all loans where we have requested a HUD extension and are awaiting a reply from HUD. (Reference)

### First Legal Action Amended

STEP	ACTION
1	<p><b>Attorney:</b> If the First Legal Action needs to be amended, add step D54, AMENDED 1<sup>ST</sup> LEGAL ACTION on the FOR3 screen within MSP. Populate the actual date with the date the amended First Legal Action was filed.</p> <p><b>**Please Note**</b> The required steps can be added through VendorScape. Under Task, choose “Add” then “Production Task – Amended 1<sup>st</sup> Legal Action.” When adding the event in VendorScape, the D54 – Amended 1<sup>st</sup> Legal Action will automatically be placed into MSP.</p>
2	<p>For Desktop Referrals, go to the File Transfer Form on the Tool Menu and launch the FC_Amended_First_Legal_Action_Direct_Source or FC_Amended_First_Legal_Action_InHouse_Referred or FC_Amended_First_Legal_Action_InHouse_Non_Referred process in Desktop and complete the Amended First Legal Action step.</p> <p><b>***Please Note***</b>If your office has questions about the First Legal Action Date, raise the FLAD issue. Select Issues from the Tool Menu, Add Issue, then select the “FC FLAD” issue.</p>
3	Activity: (To add more activities, press [Tab].)

### Executables

Please ensure all social security numbers and financial account numbers are removed from any recorded documents such as Substitution of Trustees, Assignments, Deeds, Affidavits, etc., prior to submitting them to Wells Fargo for execution. In the event a document is sent that does include the loan number or mortgagor(s) social security number, the document may be returned to you to make necessary corrections prior to execution.

Please include the loan number and document name in the subject line as an identifier when you are submitting executable requests to Doc Execution.

### Judgment Figures Process

STEP	ACTION
1	<p><b>Attorney:</b> Forward Judgment Affidavit Figure Request, including (good through date) to <a href="mailto:judgment.figures@wellsfargo.com">judgment.figures@wellsfargo.com</a>, and enter <b>log code FCJFR</b> (FIGURES REQUESTED FROM FORECLOSURE) in VendorScape.</p>
2	<p><b>WFHM Executable Team:</b> Once request is received in mailbox, enter <b>log code FCJFRR</b> (ATTORNEY REQUESTED JUDGEMENT FIGURES) in MSP.</p> <ul style="list-style-type: none"> <li>To produce figures for the attorney, the processor will enter loan number and good</li> </ul>

	<p>through date provided by attorney into the automation tool. Judgment figures, once generated, automatically will upload to the Attorney via VendorScape.</p> <ul style="list-style-type: none"> <li>Once the figures have been generated and sent to Attorney, enter <b>log code FCJFGP</b> (JUDGEMENT FIGURES PROVIDED TO ATTY) in MSP. There is a turnaround time of three (3) business days for this process.</li> </ul>
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The following Log Codes will be utilized for the judgment affidavit figures process:

Log Codes	Comments
FCJFR	FIGURES REQUESTED FROM FORECLOSURE (ATTY)
FCJFRR	ATTORNEY REQUESTED JUDGEMENT FIGURES (WFHM)
FCJFGP	JUDGEMENT FIGURES PROVIDED TO ATTY (WFHM)

### Judgment Affidavit Verification Process

STEP	ACTION
1	<p><b>Attorney:</b> Upon verification of the judgment figures provided to your office, send the completed judgment affidavit to Wells Fargo Executable Area via email address, <a href="mailto:Judgment.Affidavit@wellsfargo.com">Judgment.Affidavit@wellsfargo.com</a>. Enter <b>log code FCAFRC</b> (ATTORNEY SUBMIT AFFIDAVIT FOR EXECUTION) in VendorScape.</p>
2	<p><b>WFHM Executable Team:</b> Once request is received in mailbox, enter <b>log code FCAFRC</b> (JUDGMENT AFFIDAVIT RECEIVED FROM ATTY) in MSP. Print affidavit and submit to appropriate signor for final verification and execution of the affidavit.</p> <ul style="list-style-type: none"> <li><b>The signor must verify the following:</b> <ul style="list-style-type: none"> <li>Borrower's Name</li> <li>Property Address</li> <li>Plaintiff Name/Foreclosing Entity</li> <li>Principle Balance</li> <li>Interest Amount</li> <li>Late Charges</li> <li>Tax Advances</li> <li>Hazard Insurance Advance</li> <li>Inspections</li> <li>Broker's Price Opinion (BPO)/Appraisals</li> <li>MIP/PMI Advance</li> <li>Corporate Advance</li> <li>Property Preservation</li> <li>Suspense Credit</li> <li>Escrow Advance</li> </ul> </li> <p><b>**Please Note**: Depending on state regulations, the attorney will determine what figures will be included in the affidavit.</b></p> <li>Once verified, the affidavit must be executed in the presence of a notary. Completed</li> </ul>

	<p>affidavit is returned to the requesting Attorney via overnight delivery. Enter <b>log code AASFCA</b> (APPROVED AND SIGNED AFFIDAVIT MAILED TO ATTY) and tracking number in MSP. There is a turnaround time of ten (10) business days for this process, provided all supporting documentation is available at time of execution.</p> <p>The following Log Codes will be utilized for the judgment affidavit figures process:</p> <table border="1"> <thead> <tr> <th>Log Codes</th><th>Comments</th></tr> </thead> <tbody> <tr> <td>FCAFRC</td><td>ATTORNEY SUBMIT AFFIDAVIT FOR EXECUTION (ATTY)</td></tr> <tr> <td>FCAFRC</td><td>JUDGMENT AFFIDAVIT RECEIVED FROM ATTY (WFHM)</td></tr> <tr> <td>AASFCA</td><td>APPROVED AND SIGNED AFFIDAVIT MAILED TO ATTY (WFHM)</td></tr> </tbody> </table>	Log Codes	Comments	FCAFRC	ATTORNEY SUBMIT AFFIDAVIT FOR EXECUTION (ATTY)	FCAFRC	JUDGMENT AFFIDAVIT RECEIVED FROM ATTY (WFHM)	AASFCA	APPROVED AND SIGNED AFFIDAVIT MAILED TO ATTY (WFHM)
Log Codes	Comments								
FCAFRC	ATTORNEY SUBMIT AFFIDAVIT FOR EXECUTION (ATTY)								
FCAFRC	JUDGMENT AFFIDAVIT RECEIVED FROM ATTY (WFHM)								
AASFCA	APPROVED AND SIGNED AFFIDAVIT MAILED TO ATTY (WFHM)								
3	<p><b>Attorney:</b> Once the judgment affidavit is received by your office, review the affidavit for accuracy. Enter the log code <b>FCAARA</b> (ATTY ACKNOWLEDGED RECEIPT OF AFFIDAVIT). To enter the log code in Desktop, select Add Note from the Tool Menu then select Note Type Foreclosure and enter the log code in the MSP log code field.</p> <ul style="list-style-type: none"> <li>When the judgment affidavit is sent to court, enter the <b>Judgment Affidavit-REVISED sent to court</b> task in VendorScape.</li> </ul> <p><b>Note:</b> Until this task is mapped from VendorScape or Desktop to MSP, please complete the step <b>810 (JDGMT AFF SENT TO COURT)</b> manually in MSP or contact your foreclosure processor.</p> <ul style="list-style-type: none"> <li>When the affidavit is filed, complete the <b>Judgment Affidavit Acknowledged by Court</b> task in VendorScape. Upload a copy of the Affidavit along with all documents filed with the affidavit to VendorScape using the <b>Affidavit – Revised</b> document type (see the following instructions to set up the VendorScape task). For Desktop, go to the Tool Menu, Add Docs, and the upload as <b>AFFIDAVIT</b>.</li> </ul>								
4	<p><b>Attorney:</b> If the judgment affidavit is executed by your office, follow the below procedure:</p> <ul style="list-style-type: none"> <li>When the judgment affidavit is sent to court, enter the <b>Judgment Affidavit-REVISED sent to court</b> task in VendorScape.</li> </ul> <p><b>**Please note**</b> Until this task is mapped from VendorScape or Desktop to MSP, please complete the step <b>810 (JDGMT AFF SENT TO COURT)</b> manually in MSP or contact your foreclosure processor.</p> <ul style="list-style-type: none"> <li>When the affidavit is filed, complete the <b>Judgment Affidavit Acknowledged by Court</b> task in VendorScape. Upload a copy of the affidavit with all documents filed with it to VendorScape using the <b>Affidavit – Revised</b> document type (see attached instructions to setup the VendorScape task). For Desktop, go to the Tool Menu, Add Docs, and the upload as <b>AFFIDAVIT</b>.</li> </ul>								
5	<p><b>Attorney:</b> Your office is responsible for following up on the affidavits by reviewing the FOR2 screen in MSP for the log code <b>AASFCA</b>. If you have not received the affidavit after 10 business days, please send a status request email to <a href="mailto:Judgment.Affidavit@wellsfargo.com">Judgment.Affidavit@wellsfargo.com</a>. Status request emails should include the following:</p> <p>In the subject line, please use the following wording:</p> <ul style="list-style-type: none"> <li>Status Request for loan number _____</li> </ul> <p>In the body of the email, please use the following wording:</p> <ul style="list-style-type: none"> <li>Original request sent on ____(date)____ to the _____ email box. The reason for the request is _____.</li> </ul>								

## Non-Figure Affidavit Process

STEP	ACTION
1	<p><b>Attorney:</b> Send affidavits to Wells Fargo Executable Area via email address, <a href="mailto:doc.execution@wellsfargo.com">doc.execution@wellsfargo.com</a>. Enter <b>log code FCAFRQ</b> (ATTORNEY SUBMIT AFFIDAVIT FOR EXECUTION) in VendorScape or Desktop to notify them that your office has sent the affidavit for execution. To enter the log code in Desktop, select Add Note from the Tool Menu then select Note Type Foreclosure and enter the log code in the MSP log code field.</p> <ul style="list-style-type: none"> <li>Your office is responsible for the accuracy of the affidavits. The affidavits should have no blank spaces other than the signature for the Executable Team to complete.</li> </ul>
2	<p><b>WFHM Executable Team:</b> Once verified, the affidavit must be executed in the presence of a notary. Enter log code <b>FCNFDS</b> (NON-FIGURE DOCUMENT SIGNED) in MSP. Completed affidavit is returned to the requesting attorney via overnight mail. Enter <b>log code FCAFRT</b> (SIGNED AND RETURNED AFFIDAVIT TO ATTY) and tracking number in MSP. There is a turnaround time of 10 business days for this process, provided all supporting documentation is available at time of execution. Once affidavit has been completed, enter in MSP and overnight affidavit to attorney.</p>
3	<p><b>Attorney:</b> Your office is responsible for following up on the affidavits, by reviewing FOR2 for the <b>log code FCAFRT</b>. If you have not received the affidavit after 10 business days, send a status request to <a href="mailto:doc.execution@wellsfargo.com">doc.execution@wellsfargo.com</a>. Status request emails should include the following: In the subject line, please use the following wording:</p> <ul style="list-style-type: none"> <li>Status Request for loan number _____</li> </ul> <p>In the body of the email, please use the following wording:</p> <ul style="list-style-type: none"> <li>Original request sent on ____(date)____ to the _____ email box. The reason for the request is _____.</li> </ul>

The following Log Codes will be utilized for the judgment affidavit figures process:

Log Codes	Comments
FCAFRQ	ATTORNEY SUBMIT AFFIDAVIT FOR EXECUTION (ATTY)
FCNFDS	NON-FIGURE DOCUMENT SIGNED
FCAFRT	SIGNED AND RETURNED AFFIDAVIT TO ATTY (WFHM)

## Substitution of Trustee (SOT)

STEP	ACTION
1	<p><b>Attorney:</b> In order to prove that Wells Fargo has standing in order to initiate a foreclosure action on a loan, the following new requirements are now in effect:</p> <ul style="list-style-type: none"> <li><b>Endorsements</b> <ul style="list-style-type: none"> <li>All SOT's must have a correctly endorsed note</li> </ul> </li> <li><b>Assignments</b> (see <a href="#">Assignments</a> for validating if an assignment is in progress)</li> </ul>

	<ul style="list-style-type: none"> <li>○ All MERS accounts must have executed assignments, the Substitution of Trustee (SOT) can be signed prior to it being recorded</li> <li>○ All Non-MERS accounts must have an executed assignment based on the state requirements. The SOT can be signed prior to it being recorded.</li> <li>○ If the SOT references an assignment within the document the properly executed assignment must be obtained</li> </ul> <ul style="list-style-type: none"> <li>• <b>Recorded Deed of Trust or Mortgage</b></li> </ul> <p>Files needing a corrected endorsement or assignment will not follow the Wells Fargo policy of returning exception files to the Attorney after 48 hours. These files will be held with Wells Fargo until the follow-up actions are completed to get the corrected documents.</p> <p>Files missing the Recorded Deed of Trust or Mortgage will be halted for 40 hours. Documentation not received within the 48-hour timeframe will be stopped, and the Attorney will be required to resubmit the SOT with appropriate documentation.</p>
2	<p><b>Attorney:</b> Forward Substitution of Trustee (SOT) documents to Wells Fargo Executable Area via email address (<a href="mailto:SOTDOC@wellsfargo.com">SOTDOC@wellsfargo.com</a>). Enter <b>log code FCSOTW</b> (SOT SENT TO WF) in VendorScape or Desktop to notify them that your office has sent the SOT for execution. To enter the log code in Desktop, select Add Note from the Tool Menu then select Note Type Foreclosure and enter the log code in the MSP log code field.</p>
3	<p><b>WFHM Executable Team:</b></p> <ul style="list-style-type: none"> <li>• Once verified, the SOT must be executed in the presence of a notary. Enter log code <b>FCDSRP (SOT SIGNED)</b></li> </ul> <p>Completed SOT is returned to the requesting attorney via overnight delivery. Enter <b>log code FCSOTD</b> (FORWARDED COMPLETED SOT TO ATTY) and tracking number in MSP. There is a turnaround time of 10 business days for this process, provided all supporting documentation is available at time of execution.</p>
4	<p><b>Attorney:</b> Your office is responsible for following up on the Substitution of Trustee, by reviewing FOR2 for the <b>log code FCSOTD</b>. If you have not received the SOT after 10 business days, send a status request to <a href="mailto:SOTDOC@wellsfargo.com">SOTDOC@wellsfargo.com</a>. Status request emails should include the following:</p> <p>In the subject line, please use the following working:</p> <ul style="list-style-type: none"> <li>• Status Request for loan number _____</li> </ul> <p>In the body of the email, please use the following working:</p> <ul style="list-style-type: none"> <li>• Original request sent on ____(date)____ to the _____ email box.</li> </ul> <p>The reason for the request is _____.</p>

The following Log Codes will be utilized for the judgment affidavit figures process:

Log Codes	Comments
FCSOTW	SOT SENT TO WF (ATTY)
FCDSRP	SOT SIGNED (WFHM)
FCSOTD	FORWARDED COMPLETED SOT TO ATTY (WFHM)

## Deeds

STEP	ACTION
1	<p><b>Attorney:</b> Forward deeds to Wells Fargo Executable Area via the following email address: <a href="mailto:Deeddoc@wellsfargo.com">Deeddoc@wellsfargo.com</a>. Enter <b>log code FCDDWF</b> (DEED SENT TO WF) in</p>

	<p>VendorScape or Desktop to notify it that your office has sent the deed for execution. To enter the log code in Desktop, select Add Note from the Tool Menu then select Note Type Foreclosure and enter the log code in the MSP log code field.</p> <ul style="list-style-type: none"> <li><b>All executable documents must be in a Word doc format. PDF formats will be returned unexecuted.</b></li> <li><b>Only send one attachment per email. All special instructions must be in the coversheet of the Deed.</b></li> <li><b>Your office is responsible for uploading supporting documents (i.e., Recorded Deed of Trust or Mortgage) to VendorScape.</b></li> </ul>
2	<p><b>WFHM Executable Team:</b></p> <ul style="list-style-type: none"> <li>Once verified, the deed must be executed in the presence of a notary. Enter log code <b>DDSGEX</b> (DEED SIGNED AND EXECUTED) to MSP.</li> <li>Completed deed is returned to the requesting Attorney via overnight delivery. Enter <b>log code FCDEEA</b> (EXECUTED DEED MAILED TO ATTORNEY) and tracking number in MSP. There is a turnaround time of 10 business days for this process.</li> </ul>
3	<p><b>Attorney:</b> Your office is responsible for following up on the deed, by reviewing FOR2 for the <b>log code FCDEEA</b>. If they not received the deed after 10 business days, send a status request to <b>DeedDoc@wellsfargo.com</b>. Status request emails should include the following:</p> <p>In the subject line, please use the following wording:</p> <ul style="list-style-type: none"> <li>Status Request for loan number _____</li> </ul> <p>In the body of the email, please use the following wording:</p> <ul style="list-style-type: none"> <li>Original request sent on ____(date)____ to the _____email box.</li> </ul> <p>The reason for the request is _____.</p>

The following Log Codes will be utilized for the judgment affidavit figures process:

Log Codes	Comments
FCDDWF	DEED SENT TO WF (ATTORNEY)
DDSGEX	DEED SIGNED AND EXECUTED (WFHM)
FCDEEA	EXECUTED DEED MAILED TO ATTORNEY (WFHM)

## Assignment of Bid

STEP	ACTION
1	<b>Attorney:</b> Forward assignments of bid to Wells Fargo Executable Area via email address, <a href="mailto:Doc.Execution@wellsfargo.com">Doc.Execution@wellsfargo.com</a> . Enter <b>log code FCABWF</b> (ASSIGNMENT OF BID SENT TO WF) in VendorScape or Desktop to notify it that your office has sent the assignment of bid for execution. To enter the log code in Desktop, select Add Note from the Tool Menu then select Note Type Foreclosure and enter the log code in the MSP log code field.
2	<b>WFHM Executable Team:</b> <ul style="list-style-type: none"> <li>Once verified, the assignment of bid must be executed in the presence of a notary. Enter log code <b>FCNFDS</b> (NON-FIGURE DOCUMENT SIGNED) in MSP.</li> <li>Completed assignment of bid is returned to the requesting attorney via overnight delivery. Enter <b>log code FCAFRT</b> (SIGNED AND RETURNED AFFIDAVIT TO ATTY) and tracking number in MSP. There is a turnaround time of 10 business days for this process.</li> </ul>
3	<b>Attorney:</b> Your office is responsible for following up on the assignment of bid, by reviewing FOR2 for the <b>log code FCAFRT</b> . If they not received the assignment of bid after 10 business days, send a status request to doc.execution@wellsfargo.com. Status request emails should include the following:  In the subject line, please use the following wording: <ul style="list-style-type: none"> <li>Status Request for loan number _____</li> </ul> In the body of the email, please use the following wording: <ul style="list-style-type: none"> <li>Original request sent on <u>(date)</u> to the _____ email box. The reason for the request is _____.</li> </ul>

The following Log Codes will be utilized for the judgment affidavit figures process:

Log Codes	Comments
FCABWF	ASSIGNMENT OF BID SENT TO WF (ATTY)
FCNFDS	NON-FIGURE DOCUMENT SIGNED
FCAFRT	SIGNED AND RETURNED AFFIDAVIT TO ATTY (WFHM)

## Rescission Documents

If your office requires Wells Fargo to execute documents to process the Rescission of the foreclosure sale, please do the following:

STEP	ACTION
1	In the subject please place <b>"Notice of Rescission"</b> in the beginning of the Subject Line of the email
2	Please send the document to <a href="mailto:doc.execution@wellsfargo.com">doc.execution@wellsfargo.com</a>

**NOTE:** Failure to do both items mentioned above will delay in the execution of the rescission document required.

If the document has not been received after **30 calendar days**, the escalation is as follows:

STEP	ACTION

1	Please review the system notes to see if the document has already been sent out: <ul style="list-style-type: none"> <li>• FCAFRT – Signed and returned affidavit to Attorney</li> <li>• FCDEEA – Executed Deed mailed to Attorney</li> </ul>
2	If this log code does not exist in the system, please place “2 <sup>nd</sup> request” in the subject line in front of the “Notice of Rescission” <ul style="list-style-type: none"> <li>• Example: “2<sup>nd</sup> Request – Notice of Rescission - Client#/Loan#”</li> </ul>
3	Please USE the original email with the original date sent to <a href="mailto:doc.execution@wellsfargo.com">doc.execution@wellsfargo.com</a> along with the attached document that needs to be executed.

Failure to do so will result in push back of the email request, requesting proof of original submission that could delay the request.

## Miscellaneous Documents

STEP	ACTION
1	<b>Attorney:</b> Forward miscellaneous documents to the Wells Fargo Executable Area via the following email address: <a href="mailto:doc.execution@wellsfargo.com">doc.execution@wellsfargo.com</a> . You are not responsible for entering a log code.
2	<b>WFHM Executable Team:</b> <ul style="list-style-type: none"> <li>Once verified, the document must be executed in the presence of a notary. Enter log code <b>FCNFDS</b> (NON-FIGURE DOCUMENT SIGNED) in MSP.</li> <li>Completed document is returned to the requesting Attorney via overnight delivery. Enter log code <b>FCAFRT</b> (SIGNED AND RETURNED AFFIDAVIT TO ATTY) and tracking number in MSP. There is a turnaround time of 10 business days for this process.</li> </ul>
3	<b>Attorney:</b> Your office is responsible for following up on the documents by reviewing FOR2 for the log code <b>FCAFRT</b> . If they not received the document after 10 business days, send a status request to <a href="mailto:doc.execution@wellsfargo.com">doc.execution@wellsfargo.com</a> . Status request emails should include the following:  In the subject line, please use the following wording: 1. Status Request for loan number _____  In the body of the email, please use the following wording: 2. Original request sent on ____(date)____ to the _____email box. The reason for the request is _____.

The following Log Codes will be utilized for the judgment affidavit figures process:

Log Codes	Comments
FCNFDS	NON-FIGURE DOCUMENT SIGNED
FCAFRT	SIGNED AND RETURNED AFFIDAVIT TO ATTY (WFHM)
FCDOCA	DOC REQUEST EXECUTED AND FORWARDED TO ATTY (WFHM)

## Executable Document Delaying Tracking

If you are pending an executable document that does not already have a step assigned to it (i.e., assignments), utilize the following procedure:

In Desktop, the Client Document Execution issue needs to be raised.

STEP	ACTION
1	Go to the Tool Menu
2	Select Issues
3	Add Issue
4	For the Issue Type, select "FC Client Document Execution"
5	Enter the projected end date
6	Provide a description of what document is being sent for execution

Currently, the below steps have to be entered manually in both **Vendorscape** and Desktop:

667	Executable Doc Delay
668	Executable Doc End

STEP	ACTION
1	The 667 needs to be added to MSP on the FOR3 and completed with the actual date the delay started.
2	The 668 needs to be added to MSP on the FOR3 screen with the actual date remaining open until the delay has ended.
3	Once the delay has ended, complete the actual date of the 668 with the actual date the delay ended.

## Judgment

STEP	ACTION
1	<b>Attorney:</b> Upon receipt of the e-filed judgment affidavit, your office will update the actual date for step T14, JUDGM ENTERED/GRANTED, on FOR3 with the filing date of the judgment.
2	In Desktop, complete the DDF attached to the Judgment Entered/Granted step
3	Complete the step with the filing date of the judgment

## Motion for Summary Judgment (MSJ)

**\*\*Please note\*\*** If you are following the MSJ process as standard practice, do not add the Contested Foreclosure event in VendorScape or Desktop or the correlating steps. If the file is truly contested, please see the Contested Files section of this manual.

STEP	ACTION
1	<b>Attorney:</b> When an MSJ is filed, your office will add the D85, MSJ FILED, steps to the FOR3 screen in MSP, and populate the actual date with the date the motion for summary judgment

	was filed
2	Add the T17 step, ATTY SCHD SUMMARY JU, and populate the actual date with the date for which the Summary Hearing is scheduled. If the hearing date is changed, update the actual date with the new scheduled hearing date.
3	If the Motion for Summary Judgment (MSJ) is <b>granted</b> , your office will add the D86 (MSJ GRANTED) step to the FOR3 screen within MSP and populate the actual date with the date it was granted. Within Desktop, complete the MSJ Hearing Held step, and select "Yes" in the DDF.
4	<p>If the MSJ is <b>denied</b>, insert step E30, MSJ DENIED/SENT TO DOS, and follow the procedures outlined in the <a href="#">Litigation</a> section of this manual to submit the loan to the DOS Team at Wells Fargo. In Desktop, complete the MSJ Hearing Held step and select "No" in the DDF.</p> <p><b>**Please Note**</b> The required steps can be added through VendorScape.</p> <p>Under Task, choose "Add" then "Production Task – Motion for Summary Judgment Granted." When adding the event in VendorScape the D86 – MSJ Granted will automatically be placed into MSP.</p> <p>Under Task, choose "Add", and then "Production Task – Motion For Summary Judgment Denied." When adding the event in VendorScape the E30 – MSJ Denied/Sent to DOS will automatically be placed into MSP.</p> <p>For Desktop referrals, go to the File Transfer Form on the Tool Menu and add the FC_MSJ_Direct_Source process or FC_MSJ_InHouse_Referred process or FC_MSJ_InHouse_Non_Referred process.</p> <p><i>Complete the Motion For Summary Judgment Filed DDF and enter the completed date. This will update the D85 step in MSP.</i></p>

#### Reports:

**Liaison – MSJ Follow Up Report:** Daily list of loans where the Attorney has filed MSJ and the hearing date has not been set. Liaison is to monitor until the hearing date has been scheduled. Once the T17 step ATTY SCHD SUMMARY JU actual date has been populated, the loan falls off the report.

**Liaison – MSJ Pending Report:** The daily list of loans for which the attorney has filed a MSJ that has not yet been granted or denied. The liaison is to monitor until the MSJ is granted, or denied. Once the loan is coded as granted or denied, it falls off the report. If denied, the attorney contacts Default Operations Support.

#### Judgment Amended

STEP	ACTION
1	<p><b>Attorney:</b> If your office determines judgment needs to be amended due to additional disbursements, add step D95 (REQUEST TO AMEND JUDGMENT) on the MSP FOR3 screen. The actual date will be populated with the date the amended judgment was sent out to the court.</p>
2	<p>In Desktop, if your office needs to request any funds that have been disbursed since judgment so you are able to amend the judgment to proceed to sale, raise the Additional Sums Disbursed Issue. Select Issues from the Tool Menu, add issue, then select the "FC Additional Sums Disbursed" issue. Enter the expected end date and provide a description of the issue.</p> <p><b>**Please Note**</b> The required steps can be added through VendorScape.</p>

	Under Task, choose "Add" then "Production Task – Judgment Amended." When adding the event in VendorScape the D95 – Judgment Amended automatically will be placed into MSP.
3	For Desktop referrals, go to the File Transfer Form on the Tool Menu
4	Launch the FC_Amended_Judgment_Direct_Source or FC_Amended_Judgment_InHouse_Referred or FC_Amended_Judgment_InHouse_Non_Referred process
5	Complete the DDF
6	Place a note in VendorScape or Desktop documenting the original judgment amount and the new judgment amount. Your office is required to obtain Wells Fargo's approval to amend judgment.
7	<b>Liaison:</b> You will be responsible for working the Amended Judgment report daily and inserting either step E98, AMENDED JUDGMENT REQ GRANTED, to approved amending judgment, or step E99, AMENDED JUDGMENT REQ DENIED, to deny.
8	<b>Attorney:</b> Please escalate on a case-to-case basis to the WFHM Foreclosure Supervisor in the event you are advised not to amend judgment, but believe it would be in the best interest of Wells Fargo to do so.

#### Reports:

**Over-allowable Fee Approval Processor** – Amended Judgment Request: List of loans where the Attorney has entered an actual date for step D95 and step E98 or step E99 is null. Provides a list of loans where the Attorney has asked for permission to amend judgment and permission has not been granted or denied. (Action Required)

## BPO/Appraisal Ordering and Bidding

### Non FHLMC/Va-Requesting a Copy of the BPO

If your office is in need of a copy of the Current BPO or a BPO needs to be ordered, raise the Appraisal/BPO Needed issue.

STEP	ACTION
1	Select Issues from the Tool Menu
2	Select Add Issue
3	Choose the "FC Appraisal/BPO Needed" issue
4	Enter the expected end date
5	Enter a description as to whether a copy of the current BPO is needed or if a BPO needs to be ordered.

### FHLMC Designated BPO Ordering Process

**\*\*Please Note\*\*:** This section only applies to FHLMC Designated Counsel. If your office is not FHLMC Designated Counsel, you are not responsible for ordering BPO for FHLMC.

**\*\*Please Note\*\*** FHLMC requires that a BPO be ordered on all loans prior to sale.

STEP	ACTION
1	<b>Attorney:</b> To ensure adequate bid, FHLMC Designated counsel will complete the following steps:

2	45 days prior to sale order BPO through BPO direct  <b>**Please note** If a sale can be set within 45 days of referral, order the appraisal at the time of referral.</b>
3	Input Z47, FHLMC BPO ORDERED, step with actual date at time of order.
4	Follow up with BPO direct 10 days after placing order to ensure completion
5	Once completed, insert the Z19, ATTORNEY RECEIVED BPO, step, and complete with the actual date.  <b>**Please Note**</b> The required steps can be added through VendorScape.  Under Task, choose "Add" then "Production Task – FHLMC BPO Ordered." When adding the event in VendorScape the Z47 – FHLMC BPO Ordered automatically will be placed into MSP.  Under Task, choose "Add," then "Production Task – BPO Received." When adding the event in VendorScape, the Z19 – FHLMC BPO Received automatically will be placed into MSP.  For Desktop Referrals, complete the Attorney Ordered BPO event in the FC_FM_BPO Ordered process after ordering the BPO. Once the BPO is received, complete the Attorney Received BPO event.
6	<b>WFHM:</b> Complete the following: <ul style="list-style-type: none"> <li>• BPO will be received from BPO direct via email.</li> <li>• Update the value on MSP It is your responsibility to follow FHLMC's requirements for ordering the BPO prior to the scheduled sale date.</li> </ul>
7	<b>Attorney:</b> If a previously FHLMC designated loan falls out of the designated process, insert step N99, FHLMC NO LONGER DESIGNATED, on FOR3 in MSP. This will notify WFHM to complete the bid as normal.  <b>**Please Note**</b> The required steps can be added through VendorScape.
8	Under Task, choose "Add" then "Production Task – FHLMC No Longer Designated." When adding the event in VendorScape the N99 –FHLMC No Longer Designated automatically will be placed into MSP.
9	<i>In Desktop, raise the Loan No Longer in FHLMC Designated Program issue. Select Issues from the Tool Menu</i>
10	<i>Select Add Issue</i>
11	Choose the "FC Loan No Longer in FHLMC Designated Program" issue. This will map the N99 step and update the bidding process.
12	<b>WFHM:</b> Complete and issue the bid 5 days prior to sale

## Reports

**Attorney** – Attorney Ordered BPO/Appraisal: Weekly report of all loans where the BPO has been ordered but not yet received. (Action Required)

**Compliance** – BPO Ordered, Not Received: Weekly report of all loans where the Z17 step has an actual date and there is no Z19 or U09 step actual date and it has been more than 10 days. (Action Required)

## VA Appraisal Ordering Process

**Attorney:** Please see [Appendix P](#) for the step by step process for ordering the VA appraisal Reports

**Attorney** – Attorney Ordered BPO/Appraisal: Weekly report of all loans where the BPO/Appraisal has been ordered but not yet received. (Action Required)

**Liaison** – BPO Ordered, Not Received: Weekly report of all loans where the U18 step has an actual date and there is no Z19 or U09 step actual date and it has been more than 10 days. (Action Required)

## Bids

**\*\*Please Note\*\*** If the foreclosure sale date is changed for any reason, a new bid is required, whether the bid was a specified bid or a total debt bid. If multiple bids are present, use the most recent bid.

If you receive a bid with competitive language and the state the property resides in does not allow competitive bidding or there is an additional cost associated with bidding competitively, please contact Nikki Cureton at [curen01@wellsfargo.com](mailto:curen01@wellsfargo.com) for further instructions.

STEP	ACTION
1	<p>If Hazard Claims has determined that a bid amount needs to be reduced, the bidding team at Wells Fargo will factor that reduction into the instructions provided. However, If your firm is responsible for preparing the bidding instructions and you will be bidding total debt, ensure that the reduction amount already is not included in restricted escrow on the payoff figures. If it is not, reduce the total debt by the reduction amount.</p> <p><b>Note:</b> If your firm is not responsible for preparing bidding instructions, no one at your firm should alter any bidding instructions.</p>
2	<p><b>Attorney:</b> Your office is responsible for creating bids in the following situation:</p> <ul style="list-style-type: none"><li>• <b>FHLMC Uninsured Designated Counsel (No Mortgage Insurance):</b> Follow the FHLMC guidelines in issuance of bid. This should be completed 5 business days prior to sale. Prior to issuing a bid, the Attorney must check the MIP1 screen to ensure there is no Mortgage Insurance (MI) coverage on the loan. Primary MI coverage would be located under Payee on the left side of the screen, and any Pool MI coverage would be found on the right side of the screen. If Primary or Pool MI information is present, the bid will be prepared by Wells Fargo. If Wells Fargo provides a bid, the Attorney must follow that bid.</li></ul>

	<p>PROJ: 0001 BROWNSWOOD AVENS      LAS VEGAS NV 89112      FAX TO CROSBY</p> <p>-----MAIN-----</p> <table border="1"> <thead> <tr> <th>ACT SEQ</th><th>OV</th><th>PAYEE</th><th>TRM</th><th>DUE</th><th>DISB AMOUNT</th><th>BILL ADJ</th><th>FL VP</th><th>PAYEE</th><th>POLICY</th><th>POOL PMI</th></tr> </thead> <tbody> <tr> <td>02</td><td></td><td></td><td>12</td><td>-</td><td>.00</td><td></td><td></td><td>Y 808</td><td>0053124104</td><td></td></tr> <tr> <td colspan="2">- MI TYPE LPMI IND</td><td colspan="2"></td><td>ST. TAX AMT-</td><td></td><td>INV RSN CD</td><td colspan="3"></td><td>AUTO TERM</td></tr> <tr> <td>COMP</td><td>GUARANTY NO</td><td>RHS</td><td></td><td>RATE %</td><td>PRI MI COV</td><td>PROP VAL</td><td>PURCHASE PRICE</td><td>LTV</td><td></td><td></td></tr> <tr> <td></td><td></td><td></td><td></td><td>0.0000</td><td>0</td><td>73,487</td><td>240,000</td><td>.0</td><td></td><td></td></tr> </tbody> </table> <p>-----PF2 ADDITIONAL MESSAGES-----</p> <p>PRESS PF14 FOR MEMOS COMPLETED REO COMPLETED FORECLOSURE 01/27/11</p> <p>LOSS MIT IND = D WORKOUT DENIED REMOVED LOSS MITIGATION ZERO PRINCIPAL BALANCE</p> <p>-----</p> <p>PAYEE *** NO PAYEE HEADER ***</p> <p>POOL PMI PAYEE 808 (GENERIC CODE 006) RADIANT GUARANTY, INC. 1601 MARKET STREET 17TH &amp; JFK BLVD PHILADELPHIA , PA 19103 800-523-1988</p>	ACT SEQ	OV	PAYEE	TRM	DUE	DISB AMOUNT	BILL ADJ	FL VP	PAYEE	POLICY	POOL PMI	02			12	-	.00			Y 808	0053124104		- MI TYPE LPMI IND				ST. TAX AMT-		INV RSN CD				AUTO TERM	COMP	GUARANTY NO	RHS		RATE %	PRI MI COV	PROP VAL	PURCHASE PRICE	LTV							0.0000	0	73,487	240,000	.0		
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3	<ul style="list-style-type: none"> <li>Insert step N36, ATTORNEY COMPLETES BID, with actual date of issuance of bid.</li> </ul> <p><b>FHA:</b> Effective 11/5/2011, bidding instructions will be prepared and provided by Wells Fargo Home Mortgage.</p>																																																							
4	<p><b>WFHM:</b> Bid Automation will attempt to complete the bid 14 days prior to the foreclosure sale for all other loan types except Wells Fargo Financial and Wells Fargo Home Equity Loans.</p>																																																							

### Reports:

**Attorney – FHA Bids:** Daily report of all FHA loans with a sale scheduled within the next 14 business days and the U31 and N36 actual dates are null. Alerts Attorney to complete bid (the 14 days allows for your firm to be proactive in completing bid - Action Required).

**Attorney – FHLMC Designated Bid Report:** Provides FHLMC designated Attorneys with a weekly list of FHLMC loans where the sale is within the next 14 business days and a bid is required (the 14 days allows for your firm to be proactive in completing bid). (Action Required)

**Liaison – FHA Bids:** Daily list of FHA loans where the sale is scheduled within the next 14 business days and the U31 and N36 (Send Bid Instructions to Attorney) for FHA loans has not been updated (Action Required)

**Liaison – FHLMC Designated Bids:** Daily list of FHLMC loans where the sale is scheduled within the next 14 business days and the U31 and N36 (Send Bid Instruction to Attorney) for FHLMC loans has not been updated (Action Required)

### Escalated Bids

STEP	ACTION
1	<b>Attorney:</b> If you need a bid within the next 48 hours under the following circumstances, send a message via VendorScape to Escalated Bids. In Desktop, the loan automatically will be sent to the FC Escalated Bid queue if the bid is not received within 48 hours of the scheduled sale date.
2	Otherwise, go to the File Transfer Form on the Tool Menu, add the FC_Escalated_Bid_Direct_Source or FC_Escalated_Bid_InHouse_Referred or

	<p>FC_Escalated_Bid_InHouse_Non_Referred process, and complete the Escalated Bid Request event.</p> <ul style="list-style-type: none"> <li>The sale is going to be cancelled, postponed, or adjourned within 48 hours because your office has not received the bid.</li> <li>If during the pre-sale review, you discover advances were made since the initial bid was sent and the sale is within 48 hours.</li> <li>If you have other questions that do not meet these criteria, email one of the below escalated contacts:           <ul style="list-style-type: none"> <li>o Johnnie Timm- <a href="mailto:Johnnie.Timm@wellsfargo.com">Johnnie.Timm@wellsfargo.com</a></li> <li>o Katie Morris- <a href="mailto:Katie.Morris@wellsfargo.com">Katie.Morris@wellsfargo.com</a></li> <li>o Jodilynn Sobotta- <a href="mailto:Jodilynn.Sobotta@wellsfargo.com">Jodilynn.Sobotta@wellsfargo.com</a></li> </ul> </li> </ul>
3	<p><b>Attorney:</b> The following bids are not handled by the foreclosure bidding team. Do not contact the Escalated Bid queue or launch the FC_Escalated_Bid_Direct_Source or FC_Escalated_Bid_InHouse_Referred or FC_Escalated_Bid_InHouse_Non_Referred process in the following circumstances:</p> <ul style="list-style-type: none"> <li><b>Wells Fargo Financial:</b> contact Ashleigh Jackson at <a href="mailto:Ashleigh.J.Jackson@wellsfargo.com">Ashleigh.J.Jackson@wellsfargo.com</a></li> <li><b>Wells Fargo Home Equity Loans:</b> contact Nathan Remington at <a href="mailto:Nathan.Remington@wellsfargo.com">Nathan.Remington@wellsfargo.com</a></li> <li><b>FHLMC Uninsured Designated Counsel Loans:</b> foreclosure counsel should prepare the bid</li> </ul>

In Desktop, if your office has questions surrounding a bid, the Escalated Bid issue needs to be raised.

STEP	ACTION
1	Select Issues from the Tool Menu
2	Add Issue
3	Select the "FC Escalated Bid" issue
4	Enter the expected end date and the questions needing to be addressed

**\*\*\*Please note\*\*\*If the bid has not been received and the sale is within 24 hours, the Escalated Bid issue is not able to be launched.**

## VA 567 Form

This form will no longer be used for our files. Upon receipt of the VA Bid-complete this step.

## Pre-Sale Loan Review

Your office is required to review all loans prior to sale to ensure Wells Fargo is able to proceed to sale. It is very important that you review each loan to make sure we have marketable title and to prevent rescissions. This review is required **ONE WEEK** prior to the sale **AND AGAIN WITHIN 24 HOURS** of the sale.

**Attorney:** When each review is completed, if we can proceed to the foreclosure sale, enter log code **FCRVSL** (REVIEWED LOAN FOR SALE) in VendorScape or Desktop. To enter the log code in Desktop:

STEP	ACTION
1	Select Add Note from the Tool Menu

2	Select Note Type Foreclosure
3	Enter the log code in the MSP log code field

**Attorney:** When each review is completed, if we cannot go to sale,

STEP	ACTION
1	Notify the Wells Fargo Liaison immediately
2	Enter the log code <b>FCNESL</b> (LOAN NOT ELIG FOR SALE) in VendorScape or Desktop
3	As soon as the issue that was preventing the file from proceeding to sale is resolved, enter the Log Code <b>FCRVSL</b> (REVIEWED LOAN FOR SALE)
4	To enter the log code in Desktop, select Add Note from the Tool Menu
5	Select Note Type Foreclosure
6	Enter the log code in the MSP log code field

**\*\*Please Note\*\* A log code must be entered at the time of each review and the FCRVSL log code is required before the sale is held.**

The below are required to review during the pre-sale review:

### Payments/P309

STEP	ACTION
1	<p><b>Attorney:</b> Review <b>P309</b> for payments that have been applied since the loan was referred (U01 Actual Date).</p> <ul style="list-style-type: none"> <li>• Confirm on <b>DLQ1</b> that the “Due Date” is greater than 90 days delinquent and that there is no suspense balance.           <ul style="list-style-type: none"> <li>○ If, per your state guidelines, the suspense balance needs to be returned prior to sale, contact the cash area at <a href="mailto:FCApplication@wellsfargo.com">FCApplication@wellsfargo.com</a>. <b>Please note:</b> that this email address should only be used for suspense request 24 hours prior to sale.</li> </ul> </li> </ul>

### Bankruptcy

STEP	ACTION
1	<p><b>Attorney:</b> Check Pacer for any bankruptcy filings that would prevent us from going to sale - <b>perform within 24 hours of the foreclosure sale.</b></p> <ul style="list-style-type: none"> <li>• If a bankruptcy has been filed, follow the procedures for notifying the bankruptcy department located in the <a href="#">Bankruptcy</a> section of this manual.</li> </ul>

### Insurance Claim/Property Damage

STEP	ACTION
1	Attorney: Review the TSK2 screen and make sure there are no open insurance or property preservation issues. Insurance or property preservation issue can be identified by the task codes listed on the next page.

	<ul style="list-style-type: none"> <li>• If there is an insurance claim or damaged property task open, contact the Wells Fargo Liaison to see if we can go to sale.</li> <li>• If we can go to sale, ask the Wells Fargo Liaison if our bidding will be affected. Sometimes Wells Fargo receives insurance proceeds and this amount will be deducted from a total debt bid.</li> <li>• Look at the HAZN screen to see if there are any insurance issues or claim filed.</li> </ul>
--	--

Task ID	Description
DLDDEF	Default Property Claim Funds
DLDNL	100% Inspection Request
DLDHLF	50% Inspection Request
DLDLG	LA Grant Program Final Disburs
DLDLOS	Internal Loss Draft Follow-Up
DMGFMR	FHLMC Distressed Property
DMGMS2	Insurance claim assigned to MSI (Non Big 6 type of damages)
DMGMSI	Insurance claim assigned to MSI (Big 6 type of damages)
DOS014	City Code Violations-DOS
DOS600	Title Claim Policy Limits
FMLVCO	FHLMC charge off review
PNPCTM	Condemned Property
PNPDEM	Demolition Notice Received
PNPDIS	Disaster Inspection
PNPDGM	DMG Prop in PP DMG Code
PNPFIL	Insurance claim filed by the mortgagor.
PNPMLD	Mold Abatement Tracking
PNPMTH	Meth Lab
PNPQCM	Insurance claim assigned to Quality Claims Management
PNPREF	Property had sustained more than \$2,000 in property damages.
PNPRUT	Insurance claims for the Rutledge Law Firm
PNPSU2	Insurance claim assigned to Superior Home Services (Non Big 6 type of damages)
PNPSUP	Insurance claim assigned to Superior Home Services (Big 6 type of damages)
PNPVIO	General violation
SOS005	Condemn/Eminent Domain-SOS
VIOCDM	Condemnation
VIOCRG	Charge Off
VIODEM	Demolition
VIOFTD	Fast Track Demolition
VIOMTH	Meth Lab/Drug House
VIOPNT	Lead Paint Violation
VIORDL	Unfinished Remodel
VIOUNGR	Code Upgrades Required
VIOPAC	Pennsylvania Conservatorship
VIORCV	Receivership Active



## Title Claims

STEP	ACTION																						
1	<p><b>Attorney:</b> Review the TSK2 screen and make sure there are no open title claims. Title claims can be identified by the following task codes on TSK2.</p> <table border="1"> <thead> <tr> <th>TaskID</th><th>Description</th></tr> </thead> <tbody> <tr> <td>DOS003</td><td>ILLEGAL TRANSFER OF TITLE-DOS</td></tr> <tr> <td>DOS018</td><td>DRUG FORFEIT/GOV SEIZURE - DOS</td></tr> <tr> <td>DOS027</td><td>PARTITION ACTIONS - DOS</td></tr> <tr> <td>DOS201</td><td>F/C TITLE CLAIM - DOS</td></tr> <tr> <td>DOS202</td><td>FRAUD ISSUES</td></tr> <tr> <td>DOS206</td><td>TEMP RESTRAINING ORDER - DOS</td></tr> <tr> <td>DOS401</td><td>FHLMC MHU REPURCHASES</td></tr> <tr> <td>DOS600</td><td>TITLE CLAIM POLICY LIMITS</td></tr> <tr> <td>SOS005</td><td>CONDEM/EMINENT DOMAIN - SOS</td></tr> <tr> <td>SOS009</td><td>PROBATE/NOTICE TO CREDITORS</td></tr> </tbody> </table> <ul style="list-style-type: none"> <li>• Ensure that Wells Fargo has marketable title prior to going to sale.</li> <li>• Enter the "actual" date for step U99, FINAL TITLE CLEAR, on FOR3.</li> </ul> <p><b>**Please Note**</b> The required step can be completed through VendorScape. This</p>	TaskID	Description	DOS003	ILLEGAL TRANSFER OF TITLE-DOS	DOS018	DRUG FORFEIT/GOV SEIZURE - DOS	DOS027	PARTITION ACTIONS - DOS	DOS201	F/C TITLE CLAIM - DOS	DOS202	FRAUD ISSUES	DOS206	TEMP RESTRAINING ORDER - DOS	DOS401	FHLMC MHU REPURCHASES	DOS600	TITLE CLAIM POLICY LIMITS	SOS005	CONDEM/EMINENT DOMAIN - SOS	SOS009	PROBATE/NOTICE TO CREDITORS
TaskID	Description																						
DOS003	ILLEGAL TRANSFER OF TITLE-DOS																						
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DOS027	PARTITION ACTIONS - DOS																						
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DOS206	TEMP RESTRAINING ORDER - DOS																						
DOS401	FHLMC MHU REPURCHASES																						
DOS600	TITLE CLAIM POLICY LIMITS																						
SOS005	CONDEM/EMINENT DOMAIN - SOS																						
SOS009	PROBATE/NOTICE TO CREDITORS																						

	<p>step is part of the Foreclosure template, however the actual date can be completed in VendorScape. Under Task, choose "Add," then "Production Task – Final Title Clear." When adding the event in VendorScape the U99 – Final Title Clear and entering the actual date, it automatically will be updated in MSP.</p> <p>For Desktop, complete the Final Title Clear event.</p> <ul style="list-style-type: none"> <li>• If title is not cleared, your office will need to contact the Liaison and provide explanation via VendorScape or Desktop.</li> </ul>
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## Soldier and Sailor Civil Relief Act

STEP	ACTION
1	<p><b>Attorney:</b> Your office is required to confirm the borrower's military status for every loan referred/transferred to your office, by checking the DOD website, a minimum of <b>two</b> times throughout the foreclosure process:</p> <ul style="list-style-type: none"> <li>• Immediately (within 24 hours) upon receipt of the foreclosure referral/ file transfer to your office</li> <li>• 24 business hours prior to the day of sale</li> </ul>
2	<b>Attorney:</b> To complete the review, follow the below process:
3	Review the DOD website (the review is only required for mortgagors that are on the Note)
	<p>Upload a copy of the DOD website results to VendorScape or Desktop (A minimum of two times, as indicated above). <b>The DOD results need to have the mortgagor's social security number blacked out before uploading to Desktop (the last four of the SSN is acceptable to remain).</b> In Desktop, select Add Docs from the Tool Menu and upload under Department of Defense. In VendorScape, this should be done by completing the corresponding DOD task for the review in which you are completing (the task will prompt you to upload the DOD results):</p> <ul style="list-style-type: none"> <li>• Department of Defense-File Received</li> <li>• Department of Defense-24 Hour Presale Check</li> </ul>
4	<p>If the borrower is <b>NOT</b> on Active Duty, or has <b>NOT</b> been discharged within the last 12 months, perform the following:</p> <p>Enter the <b>FCLDOD</b> (DOD WEBSITE VERIFIED CONFIRMED MILITARY STATUS) log code on the FOR2 screen in MSP or in Desktop. To enter the log code in Desktop, select Add Note from the Tool Menu then select Note Type Foreclosure and enter the log code in the MSP log code field.</p>
5	<p>If the borrower is on Active Duty</p> <ul style="list-style-type: none"> <li>• Enter log code FCLD01 on FOR2 in MSP or in Desktop. To enter the log code in Desktop, select Add Note from the Tool Menu then select Note Type Foreclosure and enter the log code in the MSP log code field.</li> </ul>
6	<p>If the borrower is not Active duty BUT was discharged within the last 12 months</p> <ul style="list-style-type: none"> <li>• Enter log code FCLD02 on FOR2 in MSP or in Desktop. To enter the log code in Desktop, select Add Note from the Tool Menu then select Note Type Foreclosure and enter the log code in the MSP log code field.</li> </ul>
7	<p>If the DOD website is showing active duty, discharged within the last 12 months, or if communication is received advising mortgagor may be on active duty, send an email to <a href="mailto:smcra@wellsfargo.com">smcra@wellsfargo.com</a> and open an issue in Desktop, or place the file on hold in VendorScape stating the file needs to be placed on hold for Soldiers and Sailors Relief Act or</p>

	<p>HERA.</p> <ul style="list-style-type: none"> <li>• Email Subject Line to include: (Client, Loan Number, SCRA)</li> <li>• Body of email to include: If documentation from DOD website: Upload a copy of the supporting information received from the DOD website. If communication is received, provide the following: Name, Phone Number, and Email Address of the person who provided the information.</li> <li>• In Desktop, open issue <b>FC Soldier and Sailors Relief Act</b> for Servicer to place file on hold if the mortgagor is active duty or discharged with the last 12 months, until further instructions are received.</li> <li>• If no response received within 5 business days, email <a href="mailto:foreclosurescra@wellsfargo.com">foreclosurescra@wellsfargo.com</a></li> <li>• If the mortgagor contacts your office: <ul style="list-style-type: none"> <li>○ Refer the Mortgagor to the Special Loans area within Wells Fargo: (866) 936-7272</li> <li>○ Request a copy of the orders from the Mortgagor <ul style="list-style-type: none"> <li>▪ Fax the orders to (803) 396-6085, Attn: Special Loans</li> </ul> </li> <li>○ Or send them through U.S. mail to: Wells Fargo Home Mortgage Attn: Special Loans/SCRA 3480 Stateview Blvd. Mac# X7802-017 Fort Mill, SC 29715</li> </ul> </li> </ul> <p><b>***Please Note***Uploading the DOD results is required at each point regardless if the sale is to be postponed or cancelled, i.e., if the U20 F/C SCHEDULED SALE DATE still reflects the sale that will be postponed/cancelled and you are at a review point, this must be done.</b></p>
8	<p><b>WFHM SCRA Team:</b></p> <ul style="list-style-type: none"> <li>• Contact mortgagor directly for protection</li> </ul>
9	<p><b>WFHM Foreclosure:</b> provide a response to Attorney of direction that WFHM will take on the property (i.e., putting file on hold or continuing with foreclosure action).</p>

#### Reports:

**Liaison** – Not Eligible for Sale: Provides a list of loans with a U20 actual date within the next 7 days where the Attorney has entered FCNESL log code (Action Required).

**Attorney- SCRA Audit:** A weekly audit to ensure that you are completing the review at each stage: Referral, Sale Scheduled, and Sale Held. A report will be sent to you containing all loans that failed at each stage either by not entering the FCLDOD, FCLD01, FCLD02 log code, or by not uploading the DOD results.

#### HAMP 10-2 Certifications

If certification is required, your office is responsible for ensuring the required Treasury certification is received prior to proceeding to sale. See Loss Mitigation.

#### Title

The Attorney is responsible for ensuring that Wells Fargo has clear and marketable title.

\*\*Please note\*\* If you identify a manufactured/mobile home via a title search, or from the VendorScape or

Desktop documentation provided along with the referral, please see the [Manufactured/Mobile Home Title Issue](#) section of this guide.

STEP	ACTION
1	<b>Attorney:</b> Once the title report is received, enter the actual date for step U52 - "Preliminary Title Recvd".
2	If the Title Report is clear, enter the actual date for step U98 – "Preliminary Title Clear."
3	Prior to sale, review title again and enter the actual date for U99—"Final Title Clear." This informs Wells Fargo that we have clear title.

**\*\*Please Note\*\*** The required steps can be completed through VendorScape or Desktop. These steps are part of the Foreclosure template; however, the actual date can be completed in VendorScape or Desktop.

#### For Vendorscape:

STEP	ACTION
1	Under Task, choose "Add"
2	Then, "Production Task – Preliminary Title Received"
3	When adding the event in VendorScape, the U52 – Preliminary Title Recvd, and entering the actual date, it automatically will be updated in MSP.

STEP	ACTION
1	Under Task, choose "Add"
2	Choose "Production Task – Clear Title".
3	When adding the event in VendorScape the U98 – Preliminary Title Clear and entering the actual date, it automatically will be updated in MSP.

STEP	ACTION
1	Under Task, choose "Add"
2	Choose "Production Task – Final Title Clear"
3	When adding the event in VendorScape the U99 – Final Title Clear and entering the actual date, it automatically will be updated in MSP.

#### For Desktop:

STEP	ACTION
1	Complete the Preliminary Title Received event in Desktop, this automatically will complete the U52 step in MSP.
2	Complete the Preliminary Title Clear DDF in Desktop, this automatically will complete the U98 step in MSP.
3	Complete the Final Title Clear event in Desktop, this automatically will complete the U99 step in MSP

#### Reports

**Attorney** – Title Received, Not Cleared: Weekly report of all loans where your office has acknowledged it has received preliminary title but has not entered an actual date for U98 step. (Action Required)

**Liaison** – Title Received, Not Cleared: Weekly report of loans where the Attorney has entered a U52 step with

an actual date but the U98 step has not been completed and it has been more than 14 days. (Action Required)

**\*\*Please note\*\*\*If a lien release or subordination is needed, please see [Appendix R](#).**

## IRS Lien

In Desktop, if your office determines that there is an IRS lien preventing the foreclosure from proceeding, the IRS Lien Present Issue needs to be raised.

STEP	ACTION
1	Select Issues from the Tool Menu
2	Add Issue
3	Select the "FC IRS Lien Present" option.
4	Enter the expected end date and provide the amount of the lien and curative options (if applicable).
5	If the IRS lien does not affect the foreclosure from proceeding, add a note advising of lien.

## Title Issues

A title issue can prevent Wells Fargo from taking title to a property that we foreclose on and can be a serious problem. It is the Attorney's responsibility to resolve all title issues. In the event you are unable to do so, you will need to complete the following steps.

### Attorney:

**When a title issue is identified and your office needs documents in order to facilitate the claim:**

STEP	ACTION
1	Insert step 535 (Title Doc Reqd from WFHM) into MSP and complete with the current date (step needs to be entered manually on Desktop files).
2	Send an email to <a href="mailto:FCLTITLEMAILBOX@WELLSFARGO.COM">FCLTITLEMAILBOX@WELLSFARGO.COM</a> indicating which documents are needed

**When a title claim is being filed , ALWAYS perform the following steps:**

STEP	ACTION
1	Insert step 536 (Title Claim Filed) into MSP and complete the date with the date the claim was sent to the title company (step needs to be entered manually on Desktop files). <ul style="list-style-type: none"><li>• If the title issue can be resolved via judicial foreclosure and/or adding a reformation count to the foreclosure, please ensure this is communicated to the title company with your title claim along with a quote for fees/costs, in an effort to expedite movement of the foreclosure action</li></ul>
2	Provide a copy of the title search providing detailed information with regard to the cloud on title, including documents identified as a title issue. A copy of the commitment, title policy, and HUD-1 also should be provided with the claim letter, if applicable.
3	Upon acceptance of coverage from the title company, insert step 538 (Title Claim Accepted) in MSP and complete the date with the date that correspondence was received indicating they are accepting coverage (step needs to be entered manually on Desktop files). <ul style="list-style-type: none"><li>• Because formal coverage determinations are not always distributed, you may utilize this step when any correspondence is received from the title company confirming that curative</li></ul>

	measures are in process.
4	If within the course of the resolution of the title issue it becomes apparent that the title issue will delay the foreclosure, enter the D52/D53 steps (see below) at that time and enter a message detailing the change in action
5	When the title claim is resolved, please insert the T66 step into the FOR3 screen in MSP to confirm that the title issue has now been resolved.
6	If a title issue is being cured throughout the foreclosure action, the D53 step is completed because the title issue is not delaying the sale; however, the T66 step should remain open until judgment is entered and the action is not disputed due to title.

**When a title claim is filed and it will cause a delay to the foreclosure action and you cannot proceed until cured:**

STEP	ACTION
1	Follow the above title claim steps
2	Contact your liaison through VendorScape or Desktop and provide all information pertaining to the title issue, with detailed chronology and recommendations for resolution in VendorScape or Desktop
3	On the FOR3 screen in MSP, enter the step D52 TITLE PROBLEM and complete the actual date with the current date and enter the step D53 TITLE PROBLEM RESOLVED with a float set at 30 days from the actual date of the D52 step (this will alert your office to follow up on the title issue).
4	For <b>Vendorscape</b> , proceed to Step 5  For Desktop, proceed to Step 7
5	For VendorScape referrals, under Task, select Add
6	Select “Production Task-Legal>Title Problem.” When this task is added, both the D52 and D53 automatically are mapped to MSP. The D53 step will map over as an open step; do not complete the actual date until the title issue is resolved.  Proceed to Step 13
7	For <b>Desktop</b> referrals, go to the File Transfer Form on the Tool Menu and launch the FC_Title_Issue_Direct_Source or FC_Title_Issue_InHouse_Referred or FC_Title_Issue_InHouse_Non_Referred process.
8	Complete the Title Issue Found DDF. The Desktop file also will need to be placed on hold if the title issue is preventing your office from proceeding with the foreclosure.
9	Complete the Title Issue Found DDF. The Desktop file also will need to be placed on hold if the title issue is preventing your office from proceeding with the foreclosure.
10	Select Holds from the Tool Menu
11	Select “FC Title Issue” as the hold reason.

11	Provide a brief description of the title matter, how the matter can be best resolved, and the amount of fees requested to cure.
12	Upload a copy of the actual title report to imaging along with a title worksheet describing the problem and the breakdown of fees. This procedure is only to be used if the Title Issue is delaying the foreclosure
13	Your office will need to provide updates on the title issue every 30 days until the issue is resolved.
14	Once the title issue is resolved, enter the actual date for step D53 in MSP with the date the issue was resolved.
15	Provide a detailed explanation in VendorScape or Desktop as to how the issue was resolved
16	Notify the Liaison of any title issues that either cannot be resolved prior to sale or cannot be addressed by your office.

\*\*\*Please note\*\*\* If the title issue is solely a government seizure or forfeiture, the D52/D53 steps should not be utilized to measure the delay timeframe. Please see Litigation on how to handle appropriately.

**When title curative documents need executed that is directly related to a title issue:**

Foreclosure Title is expanding their processes to include execution of Title Curative Documents needed for Active Foreclosures. Please start following the below process immediately for execution of the following types of documents:

- Verified Complaint to Quiet Title, Reformation Complaint for Title Curative Measures
- Complaint for Declaratory Relief to cure a title issue
- Non Figure Affidavits for Title Curative ONLY
- Affidavit for Motion for Summary Judgment/Default Judgment for TITLE CURATIVE ONLY  
Corrective/Scrivener's Error Affidavits to Cure Title Issues ONLY
- Consent to Change Attorney (substitution of Title retained counsel in place of foreclosure counsel in the title litigation)
- Partial Releases which are title issue related ONLY for release of a portion of a legal description to cure title
- Proof of Loss Affidavits needed by the title company

If you have a document that falls in the above parameters that is in Active Foreclosure and needs to be executed in order to move forward with the Title Litigation please follow the below procedure.

STEP	ACTION
1	Email the Document in WORD FORMAT to <a href="mailto:FCLTITLEMAILBOX@WELLSFARGO.COM">FCLTITLEMAILBOX@WELLSFARGO.COM</a>
2	Ensure any referenced exhibits, including any origination documents are attached with the initial notification
3	Provide details regarding the purpose for execution of the document and the title issue causing the litigation
4	Provide a specific contact to forward the executed document to including the following:  Name of person to send executed document Contact for any questions related to the document/exhibits – Phone/Email/Name Email Address

	<p>Firm Name  Physical address for overnight mailing  Specify if they are title counsel or Direct Source (FC) counsel  Pertinent timeframes or urgency if the document is needed as a RUSH</p> <p><b>**Please Note**</b> Any REVERSE mortgage document to be executed cannot be executed by the FCL Title group. These requests should be forwarded to the following email address with Reverse Mortgage in the subject line of the email: RMSLossMit@wellsfargo.com</p>
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**If you are unable to file a claim to clear the title issue due to coverage not purchased at origination or the defect is not a claimable item, and proceeding with a judicial foreclosure vs. a non judicial action would cure the title defect:**

STEP	ACTION
1	In VendorScape, request from your foreclosure Liaison/Overallowables mailbox to proceed with a judicial foreclosure action. In Desktop, raise the Judicial Action Needed Issue by going to the Tool Menu, Add Issue.
2	Insert step 541 JUDICIAL FCL REQUESTED in MSP and complete the step with the date approval was requested. Insert step 542 JUDICIAL FCL APPROVED in MSP and leave the actual date blank until approval is received.
3	Once approval is received, complete the 542 JUDICIAL FCL APPROVED step in MSP.
4	If the title claim is <b>DENIED</b> , insert the step 539 TITLE CLAIM DENIED in MSP and complete the actual date with the date of the denial.
5	Notify the DOS team in Frederick at <a href="mailto:DefaultLitTeam@wellsfargo.com">DefaultLitTeam@wellsfargo.com</a> and add the log code FCTCDN (TITLE CLAIM DENIED, FORWARDED TO DOS) onto FOR2 in MSP
6	If submitting a claim for reconsideration after a denial is received, please include specific details such as local statutes, documents, etc., that are necessary to defend reasoning for the reconsideration of the claim.

**Other Title Issues that DOS handles and should be made aware of if any of the below are present:**

	OTHER TITLE ISSUES/ACTION
1	Title Company paying policy limits <ul style="list-style-type: none"> <li>Add log code FCTCPL (POLICY LIMITS PAID, FORWARDED TO DOS) to FOR2 in MSP or Desktop. To enter the log code in Desktop, select Add Note from the Tool Menu then select Note Type Foreclosure and enter the log code in the MSP log code field.</li> </ul>
2	Lien Released in Error
3	Bankruptcy Title Claim
4	Complex title issues that need assistance from lender <ul style="list-style-type: none"> <li>Contact DOS via the <a href="mailto:DefaultLitTeam@wellsfargo.com">DefaultLitTeam@wellsfargo.com</a> email box and include in the email: <ul style="list-style-type: none"> <li>Firm Name, Attorney Contact, Telephone Number, Email Address</li> <li>Wells Fargo Loan Number (including MSP client #), Property Address, and Borrower's Name</li> <li>Foreclosure Liaison Name and Telephone Number</li> <li>Hearing Date, Location, and Time</li> <li>Detailed Information of the Issue</li> <li>Copy of pleadings as an attachment</li> </ul> </li> </ul>

## Reports

**Attorney** – Title Issue Discovered, Not Resolved: Weekly report all loans where your office has identified a title issue and it has not been resolved. The loans will continue to show on the report until the title issue is resolved and step D53 – TITLE ISSUE RESOLVED is updated with the date it was resolved.

## Manufactured/Mobile Home Title Issues

Manufactured/Mobile Home Issues will be resolved with the conversion of personal titled property to real property and if applicable cancellation/de-titling. Conversion may take a minimum of 1 to 3 months and a maximum of 9-12 months. Factors that affect conversion include state regulations, Department of Motor Vehicles, and cooperation from the county recorder and county assessor. If you are notified of a manufactured/mobile home issue via a title search, or identify from your VendorScape or Desktop document review that the dwelling may be a manufactured/mobile home, your office will need to contact the appropriate department.

**\*\* Effective 02/01/2009, Most Mobile/Manufactured Home title issues will be directed to the Manufactured Home Conversion Team (MHCT) in Frederick.\*\***

### Exceptions:

- a) Post Sale FHA - contact [FHApostsalemhresearch@wellsfargo.com](mailto:FHApostsalemhresearch@wellsfargo.com)
- b) Post Sale VA - contact Porfuria Gonzalez at [porfuria.m.gonzalez@wellsfargo.com](mailto:porfuria.m.gonzalez@wellsfargo.com)
- c) Wells Fargo Financial - contact [WFFREFCLTitleIssues@wellsfargo.com](mailto:WFFREFCLTitleIssues@wellsfargo.com)
- d) Wells Fargo Home Equity - contact [REOWFHE.SHAREDMAILBOX@wellsfargo.com](mailto:REOWFHE.SHAREDMAILBOX@wellsfargo.com)

## FHLMC Loans/ Non-FHLMC Loans

STEP	ACTION
1	<p><b>Attorney:</b> Contact Wells Fargo MHCT immediately via the following email address: <a href="mailto:Manufactured.HousingConversionTeam@wellsfargo.com">Manufactured.HousingConversionTeam@wellsfargo.com</a>, and advise WF of a possible mobile home title issue. If known, please provide the status of title, VIN number, year, make, and model. The MHCT processor will review the case and respond accordingly.</p> <ul style="list-style-type: none"><li>• Insert step N92, ATTY Identified MH ISSUE, on FOR3 and add the actual date. <b>**Please Note**</b> The required steps can be added through VendorScape. Under Task, choose “Add” then “Production Task – Atty Identify Mobile Home Issue.” When adding the event in VendorScape the N92 – Atty Identified MH Issue automatically will be placed into MSP.</li></ul> <p>For Desktop referrals, go to the File Transfer Form on the Tool Menu, launch the FC_Mobile_Home_Research_Direct_Source or FC_Mobile_Home_Research_InHouse_Referred or FC_Mobile_Home_Research_InHouse_Non_Referred process and complete the Mobile Home Issue Found DDF</p>
2	<p><b>MHCT Processor:</b> Upon complete review, determine if the mobile home issue will be handled in house or if Attorney assistance will be needed. If foreclosure counsel is retained to cure the title issue, enter N93, ATTY HANDLING MH ISSUE on the FOR3.</p>
3	<p><b>Attorney:</b> MHCT may contact your office to conduct a search of the DMV records to confirm current status of the title. It may request that you handle the issue on Wells Fargo's behalf. Fee approval for any MH title work will need to be obtained from the MHCT processor.</p>
4	<p><b>Attorney:</b> If retained to cure title issue, please submit approximate fee amount for approval directly to the MHCT processor.</p> <p><b>Fee approval must be obtained from the MHCT processor</b></p>
5	<p><b>Attorney * SUBMIT MH INVOICES TO ICLEAR AS REPLEVIN *</b></p>
6	<p><b>Liaison:</b> Direct all MH Title inquires to the MHCT mailbox –</p>

[Manufactured.HousingConversionTeam@wellsfargo.com](mailto:Manufactured.HousingConversionTeam@wellsfargo.com)

NOTE: It is a requirement in the state of Alabama and Texas that we **DO NOT** precede to sale until the mobile home is converted to real property. All other states may proceed with the sale unless it is verified that it is more beneficial to cure pre-sale. (This must be agreed upon by the MHCT processor and the attorney)

Questions regarding MHCT or these MH title processes please contact:  
[Kristi.Payne@wellsfargo.com](mailto:Kristi.Payne@wellsfargo.com) and [Aysem.P.Pelletier@wellsfargo.com](mailto:Aysem.P.Pelletier@wellsfargo.com)

## Cash Processing

### Corporate Advance Breakdown

In Desktop, if your office is in need of a breakdown of the corporate advances, the Corporate Advance Breakdown issue needs to be raised.

STEP	ACTION
1	Select Issues from the Tool Menu
2	Add Issue
3	Select the "FC Corporate Advance Breakdown Needed" issue.
4	Enter the expected end date and the total amount that needs to be broken down and from where this amount originated.

### Escrow Breakdown

In Desktop, if your office is in need of a breakdown of the escrow balance, the Escrow Breakdown Needed issue needs to be raised.

STEP	ACTION
1	Select Issues from the Tool Menu
2	Add Issue
3	Select the "FC Escrow Breakdown Needed" issue
4	Enter the expected end date and the total amount that needs to be broken down and from where this amount originated.

### Suspense

STEP	ACTION
1	<p><b>Attorney:</b> A report will be sent to our office daily of all loans where there are funds in suspense. Your office is required to provide a response on these loans within 48 hours of receipt of the report. You will provide a response by entering one of three log codes.</p> <ul style="list-style-type: none"><li>• FCSBAF: Fort Mill to apply suspense funds</li><li>• FCSBKF: Fort Mill to retain suspense funds</li><li>• FCSBRF: Fort Mill to return suspense funds</li></ul> <p><b>**Please note**</b> These log codes can be added in MSP on the FOR2 screen or in Desktop. To enter the log code in Desktop, select Add Note from the Tool Menu then select Note Type Foreclosure and enter the log code in the MSP log code field.</p>

2	<p><b>WFHM Cash Processing Team:</b> Process suspense funds in accordance to the direction received from the Attorney.</p> <p><b>**Please note** If there is an upcoming foreclosure sale, the loan must be log coded <u>5 days</u> prior to the foreclosure sale in order for the funds to be either returned or applied.</b></p>
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\*\*\*\***Please Note**\*\*\*\* You must wait 72 hours to request a reinstatement quote if your office has coded a file to return suspense funds.

#### Reports:

**Attorney – Suspense Balance:** Daily report of all loans showing a suspense balance where no log code (FCSBAF; FCSBKF; FCSBRF) has been entered on the FOR2 screen in MSP since the funds were received.

#### Payoffs

STEP	ACTION
1	Attorney: submit all requests for payoff quotes through VendorScape or Desktop. The VendorScape CMS Attorney User guide will provide your office with specific instructions for requesting payoff figures. For Desktop Referrals
2	Select Payoff Request from the Tool Menu
3	Select New Payoff Request
4	Enter a Good Thru Date (this tool should be used on the main foreclosure process). The Quote will be provided in the notes and a copy of the Payoff will be provided in the document section.
5	Complete Payoff received by Attorney step to acknowledge receipt of quote.
	<p>Attorney must then review and close the “FC Payoff Requote” issue type.</p> <p>The average turn-around time to receive a quote is 24 hours. <b>Please note these procedures also apply to Client 708 Wells Fargo Financial loans.</b></p> <p><b>*** Please Note***</b> Make sure all payoff requests submitted through VendorScape are requested as detailed payoffs whether you are prompted to do so or not. Note that any requests NOT requested as detailed payoffs, will not be pulled by our system and will remain in VendorScape without being pulled for processing. Any requests that ARE requested as detailed payoffs will be pulled twice daily, once at 7 a.m., and once at 1 p.m. Central time.</p> <ul style="list-style-type: none"> <li>• If VendorScape or Desktop cannot be utilized or there is a need for a rush request to be completed, requests should be sent to <a href="mailto:payoffs@wellsfargo.com">payoffs@wellsfargo.com</a>.</li> <li>• Once you receive the quote, include your total fees/costs (recoverable versus non-recoverable) in compliance with state laws.</li> <li>• Review all payoff quotes sent by Wells Fargo to ensure compliance with state or federal law regarding collection of late charges, fees, and prepayment penalties. If figures are not in compliance, make the necessary corrections, or contact Wells Fargo for clarification immediately.</li> <li>• Provide a written copy of the payoff figures to the mortgagor within 24 hours of receipt.</li> <li>• Your office is required to upload a copy of the payoff figures or reinstatement figures you provided the mortgagor the same day into VendorScape or Desktop.</li> <li>• Enter step E13, PAYOFF PROVIDED GOOD THRU, on FOR3 with the actual date as the date the payoff was GOOD THRU and document the FOR2 screen in MSP</li> </ul>

	<p>with the quote. If the quote was requested through Desktop, this step automatically will be completed.</p> <hr/> <p><b>**Please Note**</b> The required steps can be added through VendorScape. Under Task, choose “Add” then “Production Task – Payoff Provided Good Thru.” When adding the event in VendorScape the E13 – Payoff Provided Good Thru automatically will be placed into MSP.</p> <hr/> <ul style="list-style-type: none"> <li>• The date quotes are good through should not exceed 1 day prior to sale or redemption date or 30 days from the date of request, whichever is applicable. Payoff quotes never should be quoted beyond these dates without prior approval of the Wells Fargo Foreclosure Department.</li> <li>• If you receive an updated quote from Wells Fargo, provide a payoff quote to the mortgagor or authorized third party within 24 hours of receipt and upload a copy of the quote to the Document section in VendorScape or Desktop. (Wells Fargo &amp; Company previously has authorized the third party to receive the payoff quote)</li> </ul>
6	<p><b>WFHM Cash Team:</b> Provide payoff quotes to Attorney on quotes that cannot be processed through VendorScape or Desktop and provide an updated quote to Attorney when additional disbursements have been made.</p>

## Reinstatements

**Attorney:** submit all requests for reinstatement quotes through the reinstatement history case link within VendorScape or the Reinstatement Request tool in Desktop (this tool should be used on the main foreclosure process). The VendorScape CMS Attorney User guide will provide your office with specific instructions for requesting reinstatement figures. Please allow 24 to 48 hour turn-around time to receive a quote. **Please note these procedures also apply to Client 708 Wells Fargo Financial loans.** For quick reference, please see the reinstatement request instructions below:

STEP	ACTION
1	Click on reinstatement history case link
2	Click request button
3	Select Quote Type = Standard <ul style="list-style-type: none"> <li>• If no additional research is required, the quote will appear within 0-60 minutes. If no quote is provided by automation, the user will receive a message that the quote will be provided within 48 hours.</li> </ul>
4	Request Quote = Enter Valid FROM (Automatically Default to Today's date) and TO date <ul style="list-style-type: none"> <li>• Quote should not exceed 30 days from today's date</li> </ul>
5	For Desktop referrals,
6	Select Reinstatement Request from the Tool Menu
7	Select New Reinstatement Request
8	Enter a Good Thru Date <p>The quote will be provided in the notes and a copy of the reinstatement will be provided in the documents section. Complete Reinstatement Quote Received by Attorney step to acknowledge receipt of the quote.</p>
9	Submit requests to <a href="mailto:foreclosurereinstatements@wellsfargo.com">foreclosurereinstatements@wellsfargo.com</a> if the following conditions are met:

	<ul style="list-style-type: none"> <li>Initial VendorScape or Desktop request has not been received within 48 hours</li> <li>Rush Request Needed <ul style="list-style-type: none"> <li>Subject Line to include (RUSH: client, loan number and good through date)</li> <li>For Wells Fargo tracking purposes, the body of email to include, the reason for rush request</li> </ul> </li> </ul>
10	Review quote. Include your outstanding fees and costs, clearly itemizing recoverable versus non-recoverable items. If item is marked as non-recoverable, provide state statute or reason to support mortgagor non-recoverability.
11	Review all reinstatement quotes sent by Wells Fargo to ensure compliance with state or federal law regarding collection of late charges, fees, and prepayment penalties. If figures are not in compliance, make the necessary corrections, or contact Wells Fargo for clarification immediately.
12	Enter step E14, REINSTATEMENT PROVIDED GOOD THRU, on FOR3 with the actual date as the date the reinstatement was GOOD THRU and document the FOR2 screen in MSP with the quote. If the quote is requested through Desktop, this step will be automatically completed.  **Please Note** The required steps can be added through VendorScape. Under Task, choose "Add" then "Production Task – Reinstatement Provided Good Thru." When adding the event in VendorScape the E14 – REINST Provided Good Thru will automatically be placed into MSP.
13	Provide a written copy of the reinstatement figures to the mortgagor/3rd party within 24 hours of receipt.
14	Upload a copy of the reinstatement letter your office provided to the mortgagor/3 <sup>rd</sup> party requestor into the documents sections of VendorScape or Desktop.
15	Post Sale Reinstatement Requests: Please provide investor authorization along with the reinstatement quote request.

\*\*\*\*Please Note\*\*\*\* You must wait 72 hours to request a reinstatement quote if your office has coded a file to return suspense funds.

## Payoff / Reinstatement Proceeds

**Attorney:** Payoff/Reinstatement proceeds must be in the form of certified funds payable to "Wells Fargo Bank N.A." and sent via overnight mail within 24 hours of their receipt.

STEP	ACTION
1	Do not deduct your fees and costs from the funds prior to remitting the funds to Wells Fargo.
2	Do not send funds through the U.S. Postal Service or include them in envelopes containing status-related items.
3	Include a copy of the quote provided to the mortgagor or authorized third party. The form in <u>Appendix C</u> of this manual should be completed and included with the funds and quote, and uploaded in VendorScape or Desktop.
4	Enter step T78, REIN/PO \$ RCVD @ ATTY OFFICE, on FOR3 with the actual date as the date funds were received.  **Please Note** The required steps can be added through VendorScape. Under Task, choose "Add" then "Production Task – Reinstatement/Payoff \$ Received at Attorney Office". When adding the event in VendorScape the T78 –REIN/PO \$ Rcvd @ Atty Ofc automatically will be placed into MSP.  For Desktop referrals, select File Transfer Form from the Tool Menu, and choose FC_Payoff_Reinstatement_Funds_Received_Direct_Source or

	<p>FC_Payoff_Reinstatement_Funds_Received_InHouse_Referred or      FC_Payoff_Reinstatement_Funds_Received_InHouse_Non_Referred from the drop down menu. Complete the DDF and the actual date for the step. This will update the T78 step in MSP.</p> <ul style="list-style-type: none"> <li>• If you remove the U20 step, remove the N36 and/or U31 step as well.</li> </ul>
5	<p>Overnight the <b>payoff</b> funds to the Wells Fargo to the attention of:</p> <p style="text-align: center;">Wells Fargo Home Mortgage or America's Servicing Co      Attn: Payoffs      Mac – X2302-045      1 Home Campus      Des Moines, IA 50328</p>
6	<p>You may also wire the <b>payoff</b> funds to Wells Fargo using the following instructions.</p> <ul style="list-style-type: none"> <li>• This account information is not to be shared with anyone outside of your office. (Your office is required to upload the supporting documentation the same day in VendorScape or Desktop)</li> </ul> <p style="text-align: center;">Wells Fargo Bank, N.A      Beneficiary Bank ABA: 121000248      Beneficiary Bank Acct: 4127400093      Special Information for Beneficiary      Apply funds to loan: xxxxxxxxxxxx      Mortgagor: xxxxxxxxxxxxxxxxxxxx      Sender's Name and Phone Number</p>
7	<p>Overnight the <b>reinstatement</b> funds to the Wells Fargo to the attention of:</p> <p style="text-align: center;">Wells Fargo Home Mortgage or America's Servicing Co      Attn: Foreclosure Cash      Mac – X2302-04C      1 Home Campus      Des Moines, IA 50328</p>
8	<p>Your office may also wire the <b>reinstatement</b> funds to Wells Fargo using the following instructions:</p> <ul style="list-style-type: none"> <li>• This account information is not to be shared with anyone outside of your office. (Your office is required to upload the supporting documentation the same day in VendorScape or Desktop)</li> </ul> <p style="text-align: center;">Wells Fargo Bank, N.A      Beneficiary Bank ABA: 121000248      Beneficiary Bank Acct: 3000500412      Special Information for Beneficiary      Apply funds to loan: xxxxxxxxxxxx      Mortgagor: xxxxxxxxxxxxxxxxxxxx      Sender's Name and Phone Number</p>

## Payoff Resolution

From time to time, a team member from the Wells Fargo Home Mortgage payoff resolution team will reach out to your office to assist in collecting our payoff shortage. Your office is expected to contact the mortgagor or third party on behalf of WFHM to resolve the payoff shortage. The WFHM payoff resolution team member will provide your office with the specific reason(s) for the payoff shortage.

## Payment History

From time to time, a borrower may dispute the application of payments on his/her loan. Your office is responsible for reviewing the P309 screen within the MSP system to determine payment application. The P309 will house all applied payments and disbursements associated with the loan for a period up to 36 months. To view total number of screens available, press F10. **Please note these procedures also apply to Client 708 Wells Fargo Financial loans.**

If your office requires additional payment information, you will need to add **log code FCPHCA (PAY HISTORY NEEDED FOR CORP ADV)** on the FOR2 screen or in Desktop to notify your liaison to request microfiche and detail the date range you are requesting in a message in VendorScape or Desktop.

To enter the log code in Desktop, perform the following:

STEP	ACTION
1	Select Add Note from the Tool Menu
2	Select Note Type Foreclosure
3	Enter the log code in the MSP log code field. Once the liaison has requested the microfiche, he or she will add log code FCMFRQ to the FOR2 screen.

To request the foreclosure payment history in Desktop, the Copy of Payment History should be raised.

STEP	ACTION
1	Select Issues from the Tool Menu
2	Add Issue
3	Select the "FC Copy of Payment History" issue
4	Enter the expected end date and provide the reason the history is needed, if there are specific payments in question, how far back the payment history should go, and if there has been a formal complaint regarding the payments.

\*\*Currently, this does not add the payment history log code and will need to be entered manually.

The Payment Research/Dispute issue should be raised if the borrower is questioning a payment applied to their account, disputing amounts owed or applied, or when there is proof of payments that were not properly applied.

STEP	ACTION
1	Select Issues from the Tool Menu
2	Add Issue
3	Select the "FC Payment Research/Dispute" issue
4	Enter the expected end date and provide details of the issue.

**Liaison: All requests must be placed within 48 hours of the attorney entering the FCPHCA log code.**

STEP	ACTION
1	To request additional history for client 472, 591, 685, 708 and 936 loans, email <a href="mailto:m@wellsfargo.com">m@wellsfargo.com</a> <ul style="list-style-type: none"><li>• To request additional history for client 106 sent email request to: <a href="mailto:106EscalatedCustService@wellsfargo.com">106EscalatedCustService@wellsfargo.com</a><ul style="list-style-type: none"><li>○ Request requirements<ul style="list-style-type: none"><li>▪ Histories – Start and end date (years only)</li><li>▪ Collection notes – Start and end date</li><li>▪ OLLW – Letter ID and the date the letter was sent (example: WC101 on 7/20/01)</li><li>▪ Letter logs – Years needed</li></ul></li></ul></li></ul>

	<ul style="list-style-type: none"> <li>▪ 1098 – Years needed</li> <li>▪ Analysis – Date that the analysis was processed</li> <li>○ For WAMU requests (client 936) we will need the following information:           <ul style="list-style-type: none"> <li>▪ WF loan number</li> <li>▪ WAMU loan number</li> <li>▪ Acquisition ID</li> <li>▪ Name of the mortgagor</li> <li>▪ Specific dates for letters, histories, collection notes &amp; analysis</li> </ul> </li> </ul>
2	Once request is placed, enter log code FCMFRQ (SENT EMAIL TO MICROFISHE TO REQ PAY HISTORY). When the microfiche is received, forward to attorney and enter log code FCPHST (PAY HISTORY SENT TO ATTY).

### Reports:

**Liaison – Pull Pay History:** Daily report of all loans where the attorney has entered the FCPHCA log code but there is no FCPHST log code. (Action Required)

MORTGAGE LOAN HISTORY										11-29-07
NAME										INV-LN DUE 11-01-07 TYPE 12
BR	FV	MAN	L	P-1	TYPE	1	INT	.0850000	FIRST	PB 8,857.61 2ND PB .00
HUD	.00	NET					SF	.00440000	SUSP	237.75 STOP D B P F N A D L 9 0 0 0 0 L 0 0
REP	.00	RES								
APP			11-14			11-14			10-31	10-24 10-24
DUE			11-07			00-00			10-07	09-07 08-07
TYPE/TRAN			3 12			6 31			1 73	1 73 1 73
AMOUNT			1,152.18-			.00			529.78	.00 .00
PRIN-PD			.00			.00			159.67	158.54 157.43
PRIN-BAL			8,857.61			8,857.61			8,857.61	9,017.28 9,175.82
INT-PD			.00			.00			63.87	65.00 66.11
ESC-PD			1,152.18-			.00			137.30	137.30 137.30
ESC-BAL			648.28			1,800.46			1,800.46	1,663.16 1,525.86
A&H-INS			.00			.00			.00	.00 .00
LIFE-INS			.00			.00			.00	.00 .00
LC/FEES			.00			.00			.00	.00 .00
MISC-PD			.00			.00			.00	.00 .00
ADV-BAL			.00			.00			.00	.00 .00
SUSP			.00			.00			168.94	.00 .00
SC/PAYEE			09033			SE-FIRST	*		*	*
PAGE 001 OF 014 TOTAL TRANS AVAILABLE 0069 OLDEST TRAN 11-06-06 /P										
4[B]				⌚ :00.3						23/70

Number of Screens listed before pressing F10.

P309 L.. ^0007425209		MORTGAGE LOAN HISTORY				11-29-07	
NAME CI		INV-LN		DUE 11-01-07		TYPE 12	
BR	FV	MAN	L	P-TYPE	1	INT .0850000	FIRST PB 8,857.61 2ND PB .00
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APP		11-14		11-14		10-31	10-24 10-24
DUE		11-07		00-00		10-07	09-07 08-07
TYPE/TRAN		3 12		6 31		1 73	1 73 1 73
AMOUNT		1,152.18-		.00		529.78	.00 .00
PRIN-PD		.00		.00		159.67	158.54 157.43
PRIN-BAL		8,857.61		8,857.61		8,857.61	9,017.28 9,175.82
INT-PD		.00		.00		63.87	65.00 66.11
ESC-PD		1,152.18-		.00		137.30	137.30 137.30
ESC-BAL		648.28		1,800.46		1,800.46	1,663.16 1,525.86
A&H-INS		.00		.00		.00	.00 .00
LIFE-INS		.00		.00		.00	.00 .00
LC/FEES		.00		.00		.00	.00 .00
MISC-PD		.00		.00		.00	.00 .00
ADV-BAL		.00		.00		.00	.00 .00
SUSP		.00		.00		168.94	.00 .00
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PAGE 001 OF 024		TOTAL TRANS AVAILABLE 0119		OLDEST TRAN 01-05-05 /P			
4B		⌚ :00.4				23/70	

Number of Screens listed after pressing F10.

## Fee Approval Requests

**\*\*Please note\*\*** Your firm must have received approval from your liaison to perform the services before requesting fees.

STEP	ACTION
1	<p><b>Attorney:</b> Refer to the Blanket Fee Approval matrix (<a href="#">Appendix S</a>) before requesting fees from Wells Fargo. If fee allotment is not included in the Blanket Fee Approval matrix, please follow the process below:</p> <ul style="list-style-type: none"> <li>FNMA/FHLMC Designated counsel – obtain fee approval directly from FNMA/FHLMC. Send all other fee requests via VendorScape to the FC_Overallowable_Fee Request. For Desktop Referrals, go to the File Transfer Form on the Tool Menu, add the FC_Additional_Fees_Costs_Needed_Direct_Source or FC_Additional_Fees_Costs_Needed_InHouse_Referred or FC_Additional_Fees_Costs_Needed_InHouse_Non_Referred process and complete the DDF.</li> <li>Non FNMA/FHLMC Designated counsel – send all fee approval requests via VendorScape to FC_Overallowable_Fee Request. For Desktop Referrals, go to the File Transfer Form on the Tool Menu, add the FC_Additional_Fees_Costs_Needed_Direct_Source or FC_Additional_Fees_Costs_Needed_InHouse_Referred or FC_Additional_Fees_Costs_Needed_InHouse_Non_Referred process and complete the DDF.</li> <li>Provide detailed information, including a complete breakdown of work to be performed.</li> <li>If you are requesting fee approval for a restart, confirm that you have entered the correct steps before requesting fee approval (see <a href="#">Foreclosure Restarts</a>).</li> <li>If the loan is closed in VendorScape or Desktop, send fee approval to <a href="mailto:fcfeeapprovals@wellsfargo.com">fcfeeapprovals@wellsfargo.com</a>.</li> </ul>
2	<p><b>WFHM:</b> Respond back via VendorScape or Desktop notating the system with fee approval and include the following information:</p> <ul style="list-style-type: none"> <li>Approval/Denial and Reason for denial if applicable</li> </ul>

## Fees and Costs Request through VendorScape Automation

Automation has been developed to allow Wells Fargo to request Fees and Costs from the Attorney office in bulk via the Vendor Fees and Costs Module within VendorScape.

STEP	ACTION
1	<p><b>Attorney:</b> To obtain Fees and Costs requested, navigate to Work Queue&gt;Case Management&gt;Vendor Fees and Costs</p>

	<p>The screenshot shows a software interface with a navigation bar at the top containing links like 'Work Queues', 'My Information', 'Administration', 'Reports', and 'Last View'. Below this is a sidebar with categories: 'Case Management', 'Invoicing', 'Loss Mitigation', and 'Service Gateway'. The main content area is a list of items under 'Case Management', including 'BK Payment History', 'Case List', 'Documents To Review', 'Documents To Upload', 'Escalation', 'Express Document Retrieval', 'Express Document Upload', 'Follow-Up', 'Holds To Review', 'Judgment Figures', 'Messages Received', 'Messages Sent (Waiting For Reply)', 'Payoff / Reinstatement', 'Production Tasks', 'Upcoming Sale', 'Upcoming Senior Sale', 'Vendor Fees and Costs', 'Vendor Tasks', and 'VendorScape Direct'. The 'Vendor Fees and Costs' item is highlighted with a red rectangular box.</p>
2	The Fees and Costs module will display and user can select options from the drop down menu to display their workload.
	<p>The screenshot shows a search results page titled 'Vendor Fees and Costs'. It includes filters for 'Employee' (set to 'All'), 'Case Type' (set to 'All'), 'Case Status' (set to 'All'), 'Servicer' (set to 'All'), and 'Request Date' (set to 'All'). There are buttons for 'Filter' and 'Print'. Below the filters is a toolbar with navigation icons and a message '(Page 0 of 0)'. At the bottom, a message box states '(i) No Records Exist'.</p>
3	The list will refresh, and the user will be able to view every request for Fees and Costs in the Window. The user has two options to fulfill these requests. The first option is to click on the Green Plus icon. Clicking on this icon will open the Total Vendor Fees and Costs window request within the loan.

<p>The screenshot shows a software interface titled "Vendor Fees and Costs". At the top, there are filters for "Employee" (All), "Case Status" (All), "Requested Date" (All), "Case Type" (All), and "Service" (All). Below the filters is a toolbar with "Refresh", "Hide View", and "Print" buttons. The main area displays a table with columns: "Loan #", "Service Portfolio", "Case Type", "Requested On", and "Action". There are five rows of data, each representing a loan request from "VENDORSCAPE REFERRALS" (Wells Fargo Home Mortgage) with various dates and case types.</p>	
4	<p>The second option is to click on the loan itself from the Fees and Costs Module. Click on this to open the Fees and Costs History window within the loan.</p> <p>This screenshot shows a detailed view of a loan's fees and costs history. It includes sections for "Default Data Elements" (with fields for Loan Type, Investor Name, Scheduled Sale Date, Open Date, Lien Position, Investor Loan Number, Title Grader, and Special Instructions), and a "Vendor Fees and Costs History" table. The history table has columns: Valid From, Valid To, Total Fees and Costs Amount, Requested By, Requested On, Status, and Action. It lists three entries with status PF and action Void.</p>
5	<p>Clicking on any of the fields on the current line will open the Total Vendor Fees and Costs window request within the loan.</p> <p><b>***Please Note***</b> The Valid From and To fields are grayed out and not selectable for the User. The Calendar Control has been disabled and Users cannot change this data.</p>

6	Once the fields pertaining to the Fees and Costs have been filled in the user will then hit the Save button. When the Save button has been pressed, VendorScape will update the Fees and Costs History, and write the data back to the LMTN screen.

### Fees and Costs Request through Desktop

STEP	ACTION
1	Review your fees and costs queue.
2	Select Details and provide the requested fees and costs by completing the fees and costs form.

## Sales, Post-Sale, and Closing File

### Sales Results

STEP	ACTION
1	<b>Attorney:</b> Your office is responsible for reporting sales results by 4 p.m. Eastern the same day the sale is held, and monitoring the loan during confirmation, redemption, or ratification. For attorneys on the West Coast whose sales are not held until the afternoon, provide sales results by 6 p.m. Eastern or 9 a.m. Eastern the next business day. If you are not able to meet the required deadline for reporting the sale, you are required to provide a detailed explanation for the delay in VendorScape or Desktop.
2	In the event that your office is unable to adhere to the established sales results reporting guidelines, Wells Fargo Home Mortgage expects the following detail at the time of reporting. <ul style="list-style-type: none"> <li>Detailed explanation to support the reason for the reporting delays</li> <li>Detailed action plan outlining the steps taken and controls established to prevent future occurrences of late sales reporting</li> </ul>
3	You are also responsible for reporting confirmation expiration (T39) or redemption expiration (T38) when the event occurs.
4	<b>VendorScape Referrals:</b> <ul style="list-style-type: none"> <li><u>If Foreclosure Sale – Reverted Back to Beneficiary:</u> <ul style="list-style-type: none"> <li>Complete the Sale Held Event Task in VendorScape</li> <li>Sale Type to clearly indicate: "Sold back to the beneficiary"</li> </ul> </li> </ul>

	<ul style="list-style-type: none"> <li>○ Do not indicate "Reverted to SENIOR"</li> <li>○ Confirm completion of the actual T32 (Sale Held) step on FOR3 template. Actual date to equal the foreclosure sale date</li> <li>○ Fill in all other applicable sales reporting fields on VendorScape: (Sale Date, Sale Amount, Purchaser Name, Purchaser Phone Number, Actual Bid Amount, Sheriff Appraised Value (if applicable) and Total Eligible Indebtedness including outstanding attorney fees and costs. For beneficiary sale, complete Sale Held event in VendorScape. This will complete step T32, F/C SALE HELD, on FOR3</li> <li>• <u>If Foreclosure Sale - SOLD to a 3rd Party Bidder:</u> <ul style="list-style-type: none"> <li>○ Complete the Sale Held Event Task in VendorScape</li> <li>○ Sale Type to clearly indicate: Sold to a 3rd Party</li> <li>○ Confirm Completion of the T32 (Sale Held) step on the FOR3 template</li> <li>○ ADD T35 (Property Sold to 3rd party) to FOR3 template and include the sales date as the actual date</li> <li>○ ADD T36 (Received 3rd party sale \$) step in the FOR3 template. DO NOT complete the actual date</li> </ul> <p><b>**Please Note**</b> The required steps can be added through VendorScape. Under Task, choose "Add" then "Production Task – Third (3rd) Party Sale". When adding the event 3<sup>rd</sup> Party Sale through VendorScape the T35 – Pty Sold to 3<sup>rd</sup> Party and T36 – 3<sup>rd</sup> RCV 3<sup>rd</sup> Party Sale automatically will be placed into MSP. The T36 step will map over as an open step, do not fill in the date; WF will complete this date.</p> </li> <li>• Fill in all other applicable sales reporting fields within VendorScape: (Sales Date, Sale Amount, Purchaser Name, Purchaser Phone Number, Actual Bid Amount, Sheriff Appraised Value (if applicable), Total Eligible Indebtedness (including outstanding attorney fees and costs)</li> </ul>
5	<p><b>Desktop Referrals:</b></p> <ul style="list-style-type: none"> <li>• <u>If Foreclosure Sale – Reverted Back to Beneficiary:</u> <ul style="list-style-type: none"> <li>○ Complete the Foreclosure Sale Held DDF</li> <li>○ Who is the Successful Bidder: "Sold to beneficiary"</li> <li>○ Do not indicate "Reverted back to SENIOR"</li> <li>○ Enter the successful bid amount</li> <li>○ Complete the actual date for the Foreclosure Sale Held event</li> <li>○ Confirm completion of the actual T32 (Sale Held) step on FOR3 template. Actual date to equal the foreclosure sale date</li> </ul> </li> <li>• Fill in all other applicable sales reporting fields in Desktop: Sheriff Appraised Value (if applicable) and Total Eligible Indebtedness including outstanding attorney fees and costs.</li> <li>• <u>If Foreclosure Sale - SOLD to a 3rd Party Bidder:</u> <ul style="list-style-type: none"> <li>○ Complete the Foreclosure Sale Held DDF</li> <li>○ Who is the Successful Bidder: "Sold to Third Party"</li> <li>○ Enter the successful bid amount</li> </ul> </li> </ul>

	<ul style="list-style-type: none"> <li>○ Complete the actual date for the Foreclosure Sale Held event</li> <li>○ Go to the Navigation Tree and select the Third Party Sale process. Complete the Sold to Third Party DDF</li> <li>○ Confirm completion of the T32 (Sale Held) and the T35 (Property Sold to 3<sup>rd</sup> Party) steps on the FOR3 template</li> <li>○ Confirm the addition of the T36 (Received 3rd party sale \$) step in the FOR3 template and that the actual date IS NOT completed.</li> <li>○ Fill in all other applicable sales reporting fields within Desktop: (Sales Date, Sale Amount, Purchaser Name, Purchaser Phone Number, Actual Bid Amount, Sheriff Appraised Value (if applicable), Total Eligible Indebtedness (including outstanding attorney fees and costs)</li> <li>○</li> </ul>												
6	<p><b>Both VendorScape and Desktop Referrals:</b></p> <ul style="list-style-type: none"> <li>• For confirmation expiration, complete Foreclosure Sale Confirmed/Ratified event in VendorScape or the After Sale Confirmation Expired event in Desktop. This will enter T39, AFT SALE CONFIRMATION EXP, actual date.</li> <li>• For redemption expiration, complete Post Sale Redemption Expires event in VendorScape or the Post Sale Redemption Expired event in Desktop. This will enter T38, AFT SALE REDEMPTION EXP, actual date.</li> <li>• If there are any additional sale restrictions within your state, enter the corresponding step in MSP with the actual date the event occurred.           <table style="margin-left: 20px; border-collapse: collapse;"> <tr> <td>○ Order Approving Sale</td> <td>T34</td> </tr> <tr> <td>○ Possession Expiration</td> <td>E76 (To be completed AFTER the Possession Expiration period expires)</td> </tr> <tr> <td>○ Strict Title Vest</td> <td>T31</td> </tr> <tr> <td>○ Court Approved Sale</td> <td>E87 (To be completed AFTER the expiration period expires)</td> </tr> <tr> <td>○ Deficiency Sale</td> <td>E68</td> </tr> <tr> <td></td> <td>Upset Bid T90-T94</td> </tr> </table> </li> </ul>	○ Order Approving Sale	T34	○ Possession Expiration	E76 (To be completed AFTER the Possession Expiration period expires)	○ Strict Title Vest	T31	○ Court Approved Sale	E87 (To be completed AFTER the expiration period expires)	○ Deficiency Sale	E68		Upset Bid T90-T94
○ Order Approving Sale	T34												
○ Possession Expiration	E76 (To be completed AFTER the Possession Expiration period expires)												
○ Strict Title Vest	T31												
○ Court Approved Sale	E87 (To be completed AFTER the expiration period expires)												
○ Deficiency Sale	E68												
	Upset Bid T90-T94												

**\*\*Please Note\*\*** Completion of the E76 and E87 steps will prompt the post-sale process to begin.

**\*\*Please Note\*\*** The required steps can be added through VendorScape.

STEP	ACTION
1	Under Task, choose "Add"
2	Then "Production Task – Order Approving Sale"
3	When adding the event in VendorScape the T34 – Order Approving Sale will automatically be placed into MSP.

1	Under Task, choose "Add"
2	Then "Production Task –Possession Expiration"
3	When adding the event in VendorScape the E76 – Possession Expiration Dt automatically will be placed into MSP.

1	Under Task, choose "Add"
2	Then "Production Task –Strict FC – Title Vested"
3	When adding the event in VendorScape the T31 – Strict F/C (Title Vest) automatically will be

	placed into MSP.
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1	Under Task, choose "Add"
2	Then "Production Task –Court Approved Sale"
3	When adding the event in VendorScape, the E87 – Court Approved Sale entry will automatically be placed into MSP.

1	Under Task, choose "Add"
2	Then "Production Task –Deficiency Sale"
3	When adding the event in VendorScape the E68 – Deficiency Sale automatically will be placed into MSP.

1	Under Task, choose "Add"
2	Then "Production Task"
3	Choose corresponding event based on whether this is the 1 <sup>st</sup> upset bid or subsequent upset bids. When adding the VendorScape event, the corresponding step automatically will be placed into MSP. Automatically pulls in on NC loans <ul style="list-style-type: none"> <li>• 1<sup>st</sup> Upset Bid</li> <li>• 2<sup>nd</sup> Upset Bid</li> <li>• 3<sup>rd</sup> Upset Bid</li> <li>• 4<sup>th</sup> Upset Bid</li> <li>• 5<sup>th</sup> Upset Bid</li> </ul>

#### Reports:

**Attorney** – Sale Pending: Provides list of loans where the U20 actual date is in the past and the T32 actual date has not been updated.

**WFHM Compliance** – Pending Sales Report: Provides list of loans where the U20 actual date is in the past and the T32 actual date has not been updated.

#### Updating Sales Results

STEP	ACTION
1	<p><b>Attorney:</b> If your office needs to modify any part of the sales results after they have been entered, send an email to <a href="mailto:SaleResults@wellsfargo.com">SaleResults@wellsfargo.com</a> advising of the corrections taking place. If the foreclosure workstation already is closed, this email will alert the team to reactivate FOR3 so your office can complete the necessary steps.</p> <ul style="list-style-type: none"> <li>• Enter T75, UPDATED SLE RSLTS FRM ATTY, on FOR3 in MSP and complete the actual date.</li> </ul> <p><b>**Please Note**</b> The required steps can be added through VendorScape. Under Task, choose "Add," then "Production Task – Updated Sales Results Received from Attorney". When adding the event in VendorScape, the T75 – Updated Sale Rslts Frm Aty automatically will be placed into MSP.</p> <ul style="list-style-type: none"> <li>• Update the Sales Reporting section in VendorScape or Desktop with the correct sales results. <ul style="list-style-type: none"> <li>○ For Desktop, un-complete the Sale Held event and recomplete the DDF with the correct information. The Sale Results Change issue needs to be raised if there is any change in the sales results. Select Issues from the Tool Menu, Add Issue, and select the "FC Sale Results Change" issue. Provide</li> </ul> </li> </ul>

	<p>the correct results. The T75 step will need to be added manually.</p> <p><b>WFHM:</b> Review the Issue and ensure that the proper Sales Results are reported to the Investor.</p> <ul style="list-style-type: none"> <li>Update the VendorScape tasks.</li> </ul>
2	<p><b>Sales Reporting Team:</b> Re-report the sale, if applicable.</p> <ul style="list-style-type: none"> <li>Adjust the 1099, if applicable.</li> <li>Contact Post Sale Claims to see if any adjustments need to be made.</li> </ul>

## VA Sales Results

STEP	ACTION
1	<p><b>Attorney:</b> In addition to the requirements listed above, your office is responsible for providing the following information upon completion of the Sale Held event in VendorScape or the Foreclosure Sale Held event in Desktop for VA loans.</p> <ul style="list-style-type: none"> <li>Actual Bid Amount</li> <li>Sale Results (Beneficiary or 3<sup>rd</sup> party)</li> <li>Sale Date</li> <li>Confirmation/Redemption Date</li> <li>Sale Amount</li> <li>Sheriff's Appraised Value at Sale (applies to OH, OK, KY, LA)</li> <li>Total eligible indebtedness (Must be the true total debt figure. DO NOT enter \$.01, \$1, or specified bid amount.)</li> </ul> <p><b>IMPORTANT:</b> If at any time the sale results cannot be entered into VendorScape or Desktop for any reason (Example: the total debt is less than the principle balance and VendorScape or Desktop will not let you approve it), please complete both of the following:</p> <ul style="list-style-type: none"> <li>Send email to <a href="mailto:Saleresults@wellsfargo.com">Saleresults@wellsfargo.com</a> with "VA Sale Results" in the subject line, and in the body of the email include the client number, loan number, and sale result information (dollar amount and to whom it sold)</li> <li>Place the sale results in VendorScape or Desktop by sending a message to your liaison. Please put "VA sale results" in the subject line, and in the body of the message include the client number, loan number, and sale result information (dollar amount and to whom who it sold).</li> </ul>
2	After Sale Confirmation – Please note that if the property is in a state with a post sale confirmation period, the T39 actual date must be entered timely as the VA requires this information and will penalize the servicer for untimely notification.

## 3rd Party Sales

**Attorney:** Upon receipt of third party funds, your office must:

STEP	ACTION
1	Input a detailed message and include the tracking information for shipment of the funds for VendorScape files or complete the Third Party Funds Sent to Servicer DDF in the Third Party Sale process for Desktop files. Complete and upload the <a href="#">Funds Remittance Cover Sheet (Appendix B)</a> into VendorScape or Desktop. To upload to Desktop, select Add Docs from the Tool Menu and upload as <b>Third Party Sale Package</b> .
2	Enter <b>log code FCFUND (ATTY SENT 3<sup>RD</sup> PARTY FUNDS TO WELLS FARGO CASH</b>

	DEPT) in MSP on the FOR2 screen or in Desktop. To enter the log code in Desktop, select Add Note from the Tool Menu, then select Note Type Foreclosure, and enter the log code in the MSP log code field.  <b><u>The funds must be forwarded to Wells Fargo the same day as receipt.</u></b>
3	Overnight the funds to the Wells Fargo Conventional Claims area to the attention of:  Attn: Wanda Tucker Mac #X2302-04F <b>Wells Fargo Home Mortgage /Conventional Claims</b> <b>1 Home Campus</b> <b>Des Moines, IA 50328-0001</b>

### 3rd Party Default

**Attorney:** Should the 3<sup>rd</sup> party default for any reason, you must update sale results as follows:

STEP	ACTION
1	If after the 3 <sup>rd</sup> party purchaser defaulted and IF, the loan defaulted to the next highest bidder and IF the next highest bidder was another 3 <sup>rd</sup> party purchaser, then: <ul style="list-style-type: none"> <li>Complete Sale Held event in VendorScape or the Foreclosure Sale Held event in Desktop providing new sale results. (This will update the T32 actual with the new sale date)</li> <li>Insert the T47, THIRD PARTY DEFAULTED, step on FOR3 and complete the actual date.</li> </ul> For Desktop Referrals, go to the File Transfer Form on the Tool Menu, add the FC_Third_Party_Defaulted_Direct_Source or FC_Third_Party_Defaulted_InHouse_Referred or FC_Third_Party_Defaulted_InHouse_Non_Referred process and complete the Third Party Defaulted DDF. This automatically will insert and complete the steps for you.
2	Invalidate existing Sale Held event in VendorScape. In Desktop, un-complete the Sold to Third Party event in the Third Party Direct Source rail in the Navigation tree and re-complete the step with the new 3 <sup>rd</sup> party purchaser information. <p>Email the Sale Results to the <a href="mailto:saleresults@wellsfargo.com">saleresults@wellsfargo.com</a> mailbox as follows:  Subject Line to include the following: Client Name, Loan Number, and "3<sup>rd</sup> Party Defaulted".  The body of the email should include the following: reason why third (3<sup>rd</sup>) party defaulted. The new sales date, where applicable AND/OR the updates sales results.</p>
3	If after the 3 <sup>rd</sup> party purchaser defaulted and IF the loan reverted back to the beneficiary, then: <ul style="list-style-type: none"> <li>Complete Sale Held event in VendorScape or the Foreclosure Sale Held event in Desktop providing new sale results. (This will update the T32 actual with the new sale date)</li> <li>Insert the T47, THIRD PARTY DEFAULTED, step on FOR3 and complete the actual date.</li> </ul> For Desktop Referrals, go to the File Transfer Form on the Tool Menu, add the FC_Third_Party_Defaulted_Direct_Source or FC_Third_Party_Defaulted_InHouse_Referred or FC_Third_Party_Defaulted_InHouse_Non_Referred process and complete the Third Party Defaulted DDF. This automatically will insert and complete the steps for you. <ul style="list-style-type: none"> <li>Invalidate existing Sale Held event in VendorScape. In Desktop, un-complete the Sale Held event and re-complete the DDF with the correct information.</li> <li>Remove the T35 and T36 steps from MSP.</li> <li>Email the Sale Results (<a href="mailto:saleresults@wellsfargo.com">saleresults@wellsfargo.com</a>) email box.</li> </ul>

	<ul style="list-style-type: none"> <li>○ Subject Line to include: Client, Loan Number and “3<sup>rd</sup> Party Defaulted”</li> <li>○ Body of email to include: reason why 3<sup>rd</sup> party defaulted., the new sales date (when applicable), AND/OR the updates sales results.</li> </ul>
4	<p>If after the 3<sup>rd</sup> party purchaser defaulted and IF a new sales date must be set, then:</p> <ul style="list-style-type: none"> <li>• Note the Un-complete Sale Held event in VendorScape or the Foreclosure Sale Held event in Desktop.</li> <li>• Insert the T47, THIRD PARTY DEFAULTED, step on FOR3 and complete the actual date.</li> <li>• For Desktop Referrals, go to the File Transfer Form on the Tool Menu, add the FC_Third_Party_Defaulted_Direct_Source or FC_Third_Party_Defaulted_InHouse_Referred or FC_Third_Party_Defaulted_InHouse_Non_Referred process and complete the Third Party Defaulted DDF. This automatically will insert and complete the steps for you.</li> <li>• Invalidate existing Sale Held event in VendorScape or un-complete the Foreclosure Sale Held event in Desktop.</li> <li>• Provide the actual sales date</li> <li>• For VendorScape referrals, remove the T35 and T36 steps and remove the T32, U20, U31 and N36 actual dates from MSP.</li> <li>• For Desktop referrals, remove the T35 and T36 steps from MSP and update the Foreclosure Scheduled Sale Date. This will update the bid events.</li> <li>• Email the Sale Results (<a href="mailto:saleresults@wellsfargo.com">saleresults@wellsfargo.com</a>) email box. <ul style="list-style-type: none"> <li>○ Subject Line to include: Client, Loan Number and “3<sup>rd</sup> Party Defaulted”</li> <li>○ Body of email to include: Reason why 3<sup>rd</sup> party defaulted. The new sales date, where applicable AND/OR the updates sales results.</li> </ul> </li> </ul>
	<p><b>**Please Note**</b> The required steps can be added through VendorScape. Under Task, choose “Add” then “Production Task –3<sup>rd</sup> Party Defaulted”. When adding the event in VendorScape the T47 –Third Party Defaulted automatically will be placed into MSP.</p>

## Shortening the Redemption Period

If the redemption period process needs to be shortened in Desktop: Go to the File Transfer Form on the Tool Menu, and launch the FC\_Shortened\_Redemption\_Direct\_Source or FC\_Shortened\_Redemption\_InHouse\_Referred or FC\_Shortened\_Redemption\_InHouse\_Non\_Referred process. The below process still should be completed.

## Redemption Funds

**Attorney:** Upon receipt of redemption funds, you must:

STEP	ACTION
1	Add the T45, and T37 steps in MSP.
2	T45, ATTY FWRDED REDEMP FUNDS, and complete the actual date with the date the funds are sent to Wells Fargo.
3	T37 – REDMPTN FUNDS POSTED and <b>do not</b> complete the actual date. <b>**Please Note**</b> The required steps can be added through VendorScape or Desktop.
4	For VendorScape, proceed to Step 5 or Step 8 For Desktop, proceed to Step 11
5	Under Task, choose “Add”

6	Then "Production Task – Attorney Forwarded Redemption Funds"
7	When adding the event in VendorScape the T45 – Atty Fwrded Redemp Funds automatically will be placed into MSP
8	Under Task, choose "Add"
9	Then "Production Task –Redemption Funds Posted"
10	When adding the event in VendorScape T37 – Redmptn Funds Posted automatically will be placed into MSP. Proceed to Step 14
11	Go to the File Transfer Form on the Tool Menu
12	Launch the FC_Property_Redeemed_Direct_Source or FC_Property_Redeemed_InHouse_Referred or FC_Property_Redeemed_InHouse_Non_Referred process
13	Complete the Property Redeemed DDF.
14	Add <b>log code FCREFD</b> (ATTY FWD REDEMP FUNDS TO WF CASH) in MSP or Desktop and send funds to Des Moines. Entering the FCREFD log code enables the open T37 step to map to MSP. To enter the log code in Desktop, select Add Note from the Tool Menu, then select Note Type Foreclosure, and enter the log code in the MSP log code field.
15	Input a detailed message through VendorScape or Desktop, including the tracking information for shipment of the funds. <b>The funds must be forwarded to Wells Fargo the same day as receipt.</b> Complete and upload the <a href="#">Funds Remittance Cover Sheet (Appendix B)</a> into VendorScape or Desktop.
16	Overnight the funds to the Wells Fargo Conventional Claims area to the attention of:  <b>Attn: Wanda Tucker Mac #X2302-04F Wells Fargo Home Mortgage /Conventional Claims 1 Home Campus Des Moines, IA 50328-0001</b>

#### Reports:

**Attorney** – Redemption Funds Follow Up: Provides list of loans where the T46 or T53 step is populated but the T45 actual date has not been updated (Action Required).

#### Confirmation

**Attorney:** Your office will be responsible for monitoring the loan during confirmation period.

STEP	ACTION
1	Update the actual date for step T39, AFT SALE CONFIRMATION EXP with the day the confirmation expires or complete the After Sale Confirmation Expired event in Desktop. This date cannot be completed with a "future date."

#### Non-Foreclosure Title Transfer

In the event that it is determined during our foreclosure action that a foreclosure sale is not necessary due to Wells Fargo acquiring title via a voluntary foreclosure, consent judgments, lien payoff, etc., Wells Fargo must inform the investor and the post sale business units within Wells Fargo.

In order to avoid processing delays and investor penalties, Wells Fargo has implemented a new process for counsel to follow to ensure that we receive notification of these events. In addition to your standard foreclosure

process for notifying Wells Fargo, effective immediately, please adhere to the following guidelines: Your office will be responsible for monitoring the loan during confirmation period.

**Attorney:** Update the Non FCL Title Transfer task in VendorScape with the date your office receives the executed Deed (this information needs to be updated the same day your office receives the signed deed). VendorScape and Desktop Referrals both need to follow the below procedure:

STEP	ACTION
1	Email <a href="mailto:SaleResults@wellsfargo.com">SaleResults@wellsfargo.com</a> and outline the chain of events that occurred on the file the same day that you receive the executed deed. <ul style="list-style-type: none"> <li>• Provide the amount of the deed and a copy of the deed in your email</li> <li>• Provide the date your office received the executed deed</li> </ul>
2	Add the Y46 (NON-FCL TITLE TRANSFER) step to the FOR3 screen in MSP.
3	Complete the Y46 Actual date on FOR3. Use the date your office received the executed Deed.  <b>**Please Note**</b> The required steps can be added through VendorScape. Under Task, choose "Add," then "Production Task – Non-Fcl Title Transfer." When adding the event in VendorScape, the Y46 – Non-Fcl Title Transfer automatically will be placed into MSP.

### Massachusetts – Notice of Disposition of Proceeds from Foreclosure Sale

For the state of Massachusetts, if the property is sold and there are surplus funds, the Attorney will need to provide notification to the mortgagor. The mortgagor will be provided with an itemized accounting of the disposition of the proceeds from a power of sale, including but not limited to the sale price, legal fees, auctioneer fees, publication costs and other fees, and any surplus due the mortgagor.

The notice must be provided within 60 days after receipt of such funds; however, if the sale is subject to further legal proceedings, the notice and accounting may be delayed until the conclusion of those proceedings.

STEP	ACTION
1	<b>Attorney:</b> Enter event MA Surplus Funds through VendorScape or add the FC Massachusetts Surplus Funds issue in Desktop. The event will map to MSP and step Y45, SURPLUS FUNDS; ADVSD MTGR, will be entered in the Foreclosure workstation template or the REO workstation template. Due to the delay from sale held and receipt of funds the loan may be transferred to REO.

### North Carolina – Foreclosure Notice Requests

The lender must provide a notice stating that borrower requests for information have been complied with – perform the following:

STEP	ACTION
1	<b>WFHM:</b> Image all correspondence except executive communication, affiliate communication, and email communication. <ul style="list-style-type: none"> <li>• Upload imaged documents to VendorScape or Desktop at the time of foreclosure referral.</li> <li>• If correspondence is received after referral by a business unit that does not utilize imaging, one of the following canned messages will be uploaded to VendorScape advising the Attorney of the status of any written correspondence.</li> </ul> <b>Subject - Complaint</b>

	<p>Message - Wells Fargo has received and responded to the borrower's correspondence in accordance with the NC state statute.</p> <p><b>Subject - - Non Complaint</b></p> <p>Message - Wells Fargo has received and responded to the borrower's correspondence, outside of timelines set within the NC state statute.</p> <p><b>Subject - Pending</b></p> <p>Message - Wells Fargo has received customer correspondence and is still in the process or reviewing and providing a response to the borrower</p>
2	<p><b>Attorney:</b> Your office is responsible for completing the required affidavit to file with the Notice of Foreclosure based on the information provided by Wells Fargo.</p>

### Postponements/Canceled Sales/Restarts

**When the file is placed on hold for any reason other than Loss Mitigation and there is a sale scheduled, follow the procedure below:**

STEP	ACTION
1	<b>Attorney:</b> If the file is suspended in the Foreclosure Workstation, confirm the hold in VendorScape or Desktop and postpone/cancel (according to state guidelines) the sale. Refer to the Blanket Fee Approval Matrix for fee approval.
2	<b>Attorney:</b> If the file is NOT suspended in the Foreclosure Workstation add the appropriate hold steps (see Holds).
3	<b>Attorney:</b> If the file is NOT suspended in the Foreclosure Workstation, the following steps must be updated: <ul style="list-style-type: none"> <li><b>Add the Sale Postponed Steps:</b> The actual date for the postponement step should be the date for which the sale was previously scheduled. The Sale Postponed steps should be entered whether the sale is postponed or cancelled.               <ul style="list-style-type: none"> <li>E01 – SALE POSTPONED (1)</li> <li>E02 – SALE POSTPONED (2)</li> <li>E03 – SALE POSTPONED (3)</li> <li>E06 – SALE POSTPONED (4)</li> <li>E07 – SALE POSTPONED (5)</li> <li>E08 – SALE POSTPONED (6)</li> </ul> </li> </ul>
4	For <b>Desktop</b> , proceed to Step 5 For VendorScape, proceed to Step 8 For Desktop Referrals, proceed to Step 11
5	If the Sale is being <b>CANCELLED</b> , go to the File Transfer Form on the Tool Menu
6	Add the FC_Sale_Cancelled_Direct_Source or FC_Sale_Cancelled_InHouse_Referred or FC_Sale_Cancelled_InHouse_Non_Referred process
7	Complete the Foreclosure Sale Cancelled DDF. Your office will be required manually to enter the above postponement steps in MSP.
	Process complete, proceed to next section
8	Under Task, choose "Add"

9	Choose "Production Task"
10	Choose corresponding event based on whether this is the 1 <sup>st</sup> postponement or subsequent postponements. When adding the VendorScape event the corresponding step automatically will be placed into MSP.
	Process Complete, proceed to next section
11	For Desktop Referrals, go to the File Transfer Form on the Tool Menu
12	Add the FC_Sale_Postponed_Direct_Source or FC_Sale_Postponed_InHouse_Referred or FC_Sale_Postponed_InHouse_Non_Referred process
13	Complete the Attorney Requests Sale Postponement DDF. This automatically will insert and complete the E01 step for you.
14	Notate the file with the specific reason the sale is being postponed
15	Update the Actual Sales Date Event in VendorScape or the Foreclosure Sale Held event in Desktop with the newest sales date.
15	Confirm that the U20 (F/C Scheduled Sales Date – FOR3 in MSP) equals the Actual Date. Do not update the Foreclosure Sale Held Task in VendorScape with the sales date. That field should not be completed until the sale is held.
16	To complete subsequent sale postponement requests, Re-Open the previous sale Postponement process
17	Go to Edit Step Info on the Tool Menu
18	<p>Un-complete the Attorney Requests Sale Postponement step. Complete the step again to add an additional postponement step.</p> <ul style="list-style-type: none"> <li>• 1<sup>st</sup> Sale Postponed</li> <li>• 2<sup>nd</sup> Sale Postponed</li> <li>• 3<sup>rd</sup> Sale Postponed</li> <li>• 4<sup>th</sup> Sale Postponed</li> <li>• 5<sup>th</sup> Sale Postponed</li> <li>• 6<sup>th</sup> Sale Postponed</li> </ul> <p><b>**Please note** If the file is placed on hold and suspended in the Foreclosure Workstation, DO NOT use the above steps when cancelling or postponing a sale.</b></p>

**When Loss Mit contacts your firm with a request to postpone a sale, follow the procedures below:**

STEP	ACTION
1	<p><b>Attorney:</b> The request to postpone the sale should come with a timeframe (i.e., 30 days). If the postponement timeframe is not specified, postpone the sale for 30 days and follow the below process. The following steps need to be updated:</p> <ul style="list-style-type: none"> <li>• <b>Add the Postponement Request Steps:</b> <ul style="list-style-type: none"> <li>○ F78 - LM Postponement Request 1 (Actual date equals the date your office is advised of the postponement.)</li> <li>○ F79 - LM Postponement End 1 (Actual date equals the date one day prior to the new scheduled sale date. Complete the step with this date as soon as the new sale is scheduled.)</li> </ul> </li> </ul>

	<ul style="list-style-type: none"> <li><input type="radio"/> 527 - LM Postponement Request 2</li> <li><input type="radio"/> 528 - LM Postponement End 2</li> <li><input type="radio"/> 529 - LM Postponement Request 3</li> <li><input type="radio"/> 530 - LM Postponement End 3</li> <li><input type="radio"/> 531 - LM Postponement Request 4</li> <li><input type="radio"/> 532 - LM Postponement End 4</li> <li><input type="radio"/> 533 - LM Postponement Request 5</li> <li><input type="radio"/> 534 - LM Postponement End 5</li> </ul>
2	<p>For <b>VendorScape</b>, proceed to Step 3</p> <p>For <b>Desktop</b>, proceed to Step 7</p> <p>For <b>Desktop Referrals</b>, proceed to Step 10</p>
3	Under Task, choose "Add"
4	Choose "Production Task"
5	<p>Choose corresponding event based on whether this is the 1<sup>st</sup> postponement or subsequent postponements. When adding the VendorScape event, the corresponding step automatically will be placed into MSP.</p> <ul style="list-style-type: none"> <li><input type="radio"/> Loss Mitigation Advised Attorney to Hold</li> <li><input type="radio"/> Loss Mitigation Hold Lifted</li> <li><input type="radio"/> LM Postponement Request 2</li> <li><input type="radio"/> LM Postponement End 2</li> <li><input type="radio"/> LM Postponement Request 3</li> <li><input type="radio"/> LM Postponement End 3</li> <li><input type="radio"/> LM Postponement Request 4</li> <li><input type="radio"/> LM Postponement End 4</li> <li><input type="radio"/> LM Postponement Request 5</li> <li><input type="radio"/> LM Postponement End 5</li> </ul>
6	<p><b>Add the Sale Postponed Steps:</b> The actual date for the postponement step should be the date for which the sale was previously scheduled. The Sale Postponed steps should be entered whether the sale is postponed or cancelled.</p> <ul style="list-style-type: none"> <li><input type="radio"/> E01 – SALE POSTPONED (1)</li> <li><input type="radio"/> E02 – SALE POSTPONED (2)</li> <li><input type="radio"/> E03 – SALE POSTPONED (3)</li> <li><input type="radio"/> E06 – SALE POSTPONED (4)</li> <li><input type="radio"/> E07 – SALE POSTPONED (5)</li> <li><input type="radio"/> E08 – SALE POSTPONED (6)</li> </ul>
	Process complete, proceed to next section
7	In Desktop, if the Sale is being CANCELLED, go to the File Transfer Form on the Tool Menu
8	Add the FC_Sale_Cancelled_Direct_Source or FC_Sale_Cancelled_InHouse_Referred or FC_Sale_Cancelled_InHouse_Non_Referred process
9	Complete the Foreclosure Sale Cancelled DDF. Your office will be required to enter manually the above postponement steps in MSP.
	Process complete, proceed to next section

10	For Desktop Referrals, go to the File Transfer Form on the Tool Menu
11	Add the FC_Sale_Postponed_Direct_Source or FC_Sale_Postponed_InHouse_Referred or FC_Sale_Postponed_InHouse_Non_Referred process
12	Complete the Attorney Requests Sale Postponement DDF. This automatically will insert and complete the E01 step for you.
13	To complete subsequent sale postponement requests, re-open the previous Sale Postponement process
14	Go to Edit Step Info on the Tool Menu
15	Un-complete the Attorney Requests Sale Postponement step
16	Complete the step again to add an additional postponement step. <ul style="list-style-type: none"> <li>• 1<sup>st</sup> Sale Postponed</li> <li>• 2<sup>nd</sup> Sale Postponed</li> <li>• 3<sup>rd</sup> Sale Postponed</li> <li>• 4<sup>th</sup> Sale Postponed</li> <li>• 5<sup>th</sup> Sale Postponed</li> <li>• 6<sup>th</sup> Sale Postponed</li> </ul>
17	Notate the file with the specific reason the sale is being postponed.
18	Update the Actual Sales Date Event in VendorScape or the Foreclosure Scheduled Sale Date event Desktop with the newest sales date.
19	Confirm that the U20 (F/C Scheduled Sales Date – FOR3 in MSP) equals the Actual Date. Do not update the Foreclosure Sale Held Task in VendorScape with the sales date. That field should not be completed until the sale is held.
20	If there is an actual date for step U30, RQBID INSTR FR MI/INV/INS, step N36, ATTORNEY COMPLETES BID, or step Z40, RCVD MI/INV/INS BID INSTR, remove the actual date.
21	Update the U31, SEND BID INSTRCTN TO ATTY, if a bid has been completed by taking the actual date out.

### Reports:

**Attorney – Sale Postponed:** Daily list of loans where the sale has been postponed and an update is needed.

**Liaison – Sale Postpone Follow-Up Report:** Daily list of loans where Step D50 actual date is not null, step E01, E02, E03, E06, E07 or E08 actual date is not null and the U20 actual date is null. Enter the log code FCLFPR, LIAISON FOLLOWED UP FOR POSTPONEMENT REASON, within 24 hours of report when following up on postponement.

### Restarts

**If your office finds it necessary to restart the foreclosure, follow the procedure below:**

STEP	ACTION
1	In Desktop, the Restart Necessary issue should be raised. Select Issues from the Tool Menu, Add Issue, and select the “FC Restart Necessary” issue. Provide the reason why the

	restart is necessary and proceed to following the below procedure.
2	<b>Remove the actual date from the T01 step (1ST LEGAL ACTN COMPLETED) on the FOR3 screen in MSP.</b>
3	<b>Attorney:</b> Enter the following steps on FOR3 in MSP: <ul style="list-style-type: none"> <li>• 523 – Foreclosure Restart 1</li> <li>• 524 – Foreclosure Restart 2</li> <li>• 525 – Foreclosure Restart 3</li> <li>• 526 – Foreclosure Restart 4</li> </ul>
4	<b>Once the first legal action has been filed, complete the actual date of the T01 step on the FOR3 screen in MSP with the date first legal was filed.</b>  <b>**Please note**</b> Send all fee approval requests via VendorScape to FC_Overallallowable_Fee Request or through Desktop by opening the FC_Additional_Fees_Costs_Needed_Direct_Source or FC_Additional_Fees_Costs_Needed_InHouse_Referred or FC_Additional_Fees_Costs_Needed_InHouse_Non_Referred process and completing the DDF. Provide detailed information, including a complete breakdown of work to be performed.  <b>**Please note**</b> If the file is dismissed by the court, a new referral is needed. Restart steps would not be used in this case. ( <a href="#">See New Referral Needed</a> )

## Rescinding Sales Procedures

**Attorney:** Upon determination that a sale needs to be rescinded, you are responsible for ensuring that your office conducts due diligence prior to submitting any and all rescission requests. Any financial losses due to Attorney neglect and or timing will be the responsibility of the corresponding counsel.

STEP	ACTION
1	<p><b>Execution of Rescission Documents (see <a href="#">Executables</a>):</b></p> <p>If your office requires Wells Fargo to execute documents to process the Rescission of the foreclosure sale, please do the following:</p> <ul style="list-style-type: none"> <li>• In the subject please place '<b>Notice of Rescission</b>' in the beginning of the Subject Line of the email</li> <li>• Please send the document to <a href="mailto:doc.execution@wellsfargo.com">doc.execution@wellsfargo.com</a></li> </ul> <p><b>NOTE:</b> Failure to do both items mentioned above will delay in the execution of the rescission document required.</p>
2	Submit an email request to Wells Fargo via <a href="mailto:RescissionRequests@wellsfargo.com">RescissionRequests@wellsfargo.com</a> .
3	Email the Rescission Requests mailbox any time your office enters sale results and the T32 is populated and the deed is not recorded. Wells Fargo needs to be notified to correct our sale reporting and make necessary system changes. The email must contain the following information: <ul style="list-style-type: none"> <li>• Subject Line to include: Client, Loan Number, Date of the foreclosure sale that is being rescinded</li> <li>• Body of Email to include: <ul style="list-style-type: none"> <li>• Borrower's Name</li> <li>• Cost of Rescission</li> <li>• New Foreclosure Sale Date</li> <li>• Rescission Reason</li> <li>• Rescission Requestor</li> <li>• Bankruptcy Information (If Applicable)</li> </ul> </li> <li>• Include (Person who filed, When filed, Filing Location , Case number and Chapter)</li> </ul>

	<ul style="list-style-type: none"> <li>Fee Request</li> </ul>
4	Await authorization from Wells Fargo prior to completing the rescission request.

\*\*\*Please note\*\*\* The first initial FLAT fee request to rescind a sale will be approved by the rescissions team and your office should bill under the rescission line item. If a litigation action is required to complete a rescission or the rescission results in litigation, follow the blanket fee approval for hourly litigation, not covered by DOS.

#### IF RESCISSION IS GRANTED:

STEP	ACTION
1	<b>WFHM Rescission Team:</b> <ul style="list-style-type: none"> <li>Enter log code FCREGR (RESCISSON GRANTED) on NOTS</li> <li>Notify attorney via VendorScape or Desktop.</li> </ul>
2	<b>Attorney:</b> Completing the Rescission Follow the applicable Investor and State Regulatory Guidelines to complete the rescission request.
3	Provide weekly updates until the rescission has been legally completed. All updates should be made in VendorScape or Desktop.
4	If at any time during the rescission process, your office is notified that the rescission is not warranted, notify <a href="mailto:RescissionRequests@Wellsfargo.com">RescissionRequests@Wellsfargo.com</a> immediately. <ul style="list-style-type: none"> <li>Subject Line to include: Client, Loan Number, Rescission Denied</li> <li>Body of Email to include: <ul style="list-style-type: none"> <li>Detailed information supporting the rescission denial.</li> </ul> </li> </ul>
5	Update the Rescission Completed by Attorney event in VendorScape with completed rescission date.  For <b>VendorScape</b> , proceed to Step 6 For <b>Desktop</b> , Proceed to Step 8
6	Under Task, choose "Add"
7	Choose "Production Task – Rescission Completed by Attorney" When adding the event in VendorScape, the D97 – Rescission Req Snt 2 Atty automatically be will placed into MSP.
	Process complete, proceed to next section
8	If this is a Desktop referral, go to the File Transfer Form on the Tool Menu
9	Add the FC_Sale Rescinded_Direct Source or FC_Sale Rescinded_InHouse_Referral or FC_Sale Rescinded_InHouse_Non_Referral process
10	Complete the DDF
11	Provide a New Foreclosure Sale Date
12	Proceed with Foreclosure Guidelines regarding foreclosure sales

#### IF RESCISSION IS DENIED

STEP	ACTION
1	<b>WFHM Rescission Team:</b> <ul style="list-style-type: none"> <li>Enter log code FCREDN (RESCISSON DENIED) on NOTS</li> <li>Notify attorney via VendorScape or Desktop.</li> </ul>
2	<b>Attorney:</b> <ul style="list-style-type: none"> <li>Your office will proceed with recording of deed and maintain loan status until</li> </ul>

	confirmation / redemption / ratification is completed.
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## Re-foreclosures

STEP	ACTION
1	<b>Attorney:</b> Upon determination that a re-foreclosure is required, send notification to Wells Fargo via email to <a href="mailto:RescissionRequests@wellsfargo.com">RescissionRequests@wellsfargo.com</a> . Include the following information in your email: <ul style="list-style-type: none"> <li>▪ Detailed reason why the re-foreclosure is necessary.</li> <li>▪ Expected timeframe of the re-foreclosure.</li> </ul>
2	<b>WHFM Rescission Team:</b> Reopen the Foreclosure Workstation and add the 520 RE-FORECLOSURE STARTED and the 521 RE-FORECLOSURE COMPLETED steps. Complete the 520 step and leave the actual date of the 521 step open to be completed by the Attorney once the re-foreclosure is completed.
3	<b>Attorney:</b> Once the re-foreclosure is finalized, complete the 521 RE-FORECLOSURE COMPLETED step in MSP.

## Closing Your File

**Attorney:** Upon completion of the foreclosure or upon receipt of notification to "close and bill," you are required to close VendorScape or Desktop within 24 hours of notification or completion of foreclosure.

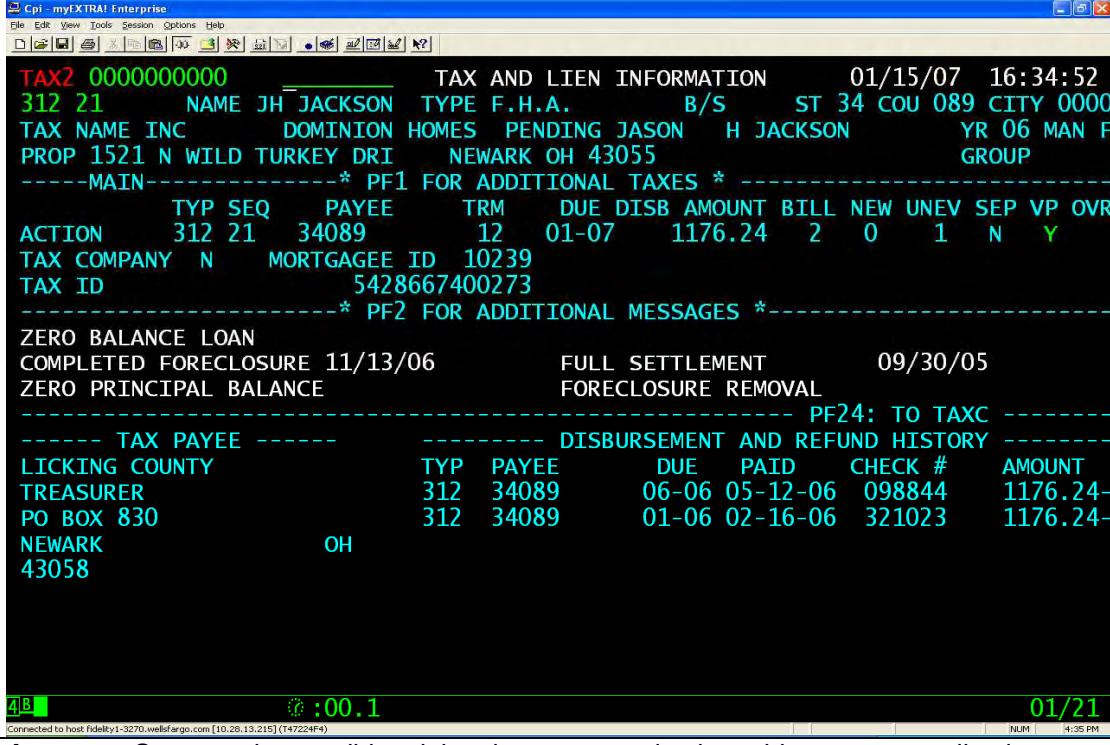
### Reports:

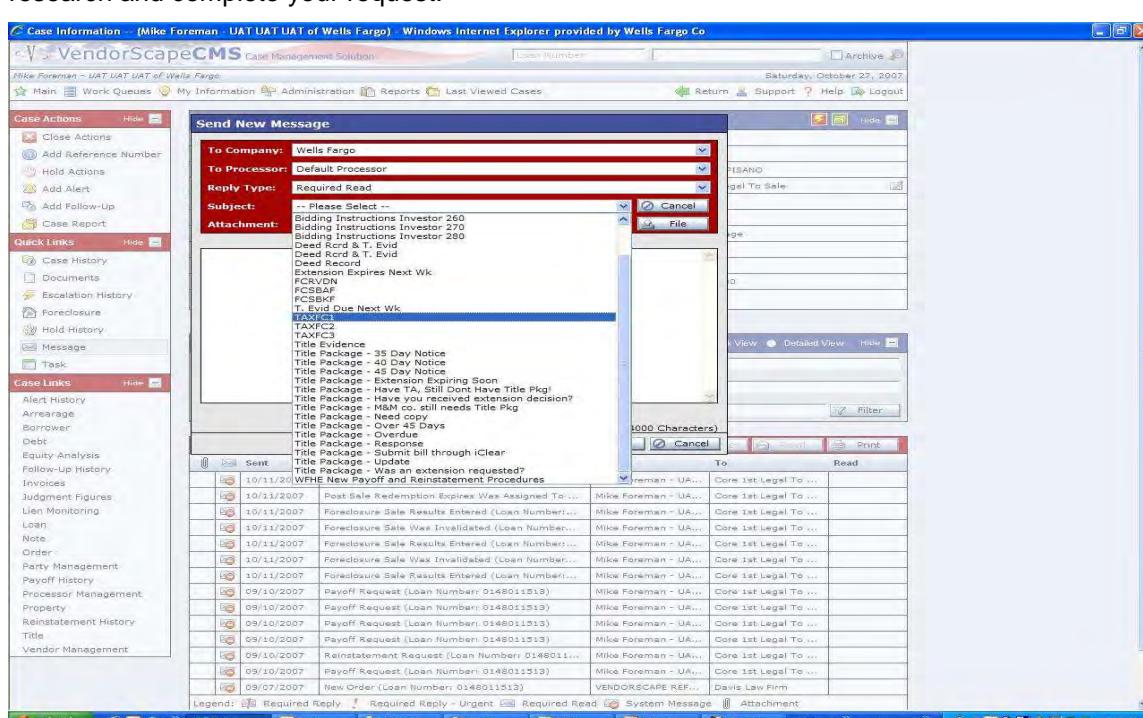
**Attorney – Removed from Foreclosure Previous Day:** Daily list of loans that were removed (foreclosure workstation closed) previous day with removal description. This report notifies the Attorney to close and bill their file, as well as close out VendorScape or Desktop (Action Required).

## Taxes, Condo Dues, and Property Damage

### Delinquent Taxes (Jeopardizing Lien)

STEP	ACTION						
1	<p><b>Attorney:</b> Determine if the delinquent taxes are placing Wells Fargo's lien in jeopardy and if it is necessary to pay the taxes at this time.</p> <p><b>NOTE:</b> All Wells Fargo <b>Home Equity</b> and Wells Fargo <b>Financial</b> tax issues will need to be handled by other teams outside of the Wells Fargo Tax Department.</p> <p>To prevent any delays in the research and resolution of all tax issues pertaining <b>to these two specific types of loans</b>, please send all of your tax research requests directly to the following mailboxes:</p> <table border="1" style="width: 100%; text-align: center; margin-top: 10px;"> <tr> <th style="background-color: black; color: white;">Type of Wells Fargo Loan</th> <th style="background-color: black; color: white;">Location to Send Tax Research/Payment Requests</th> </tr> <tr> <td>Wells Fargo Financial</td> <td><a href="mailto:taxwffloans@wellsfargo.com">taxwffloans@wellsfargo.com</a></td> </tr> <tr> <td>Wells Fargo Home Equity</td> <td><a href="mailto:ForeclosureInfoWFHE@wellsfargo.com">ForeclosureInfoWFHE@wellsfargo.com</a></td> </tr> </table>	Type of Wells Fargo Loan	Location to Send Tax Research/Payment Requests	Wells Fargo Financial	<a href="mailto:taxwffloans@wellsfargo.com">taxwffloans@wellsfargo.com</a>	Wells Fargo Home Equity	<a href="mailto:ForeclosureInfoWFHE@wellsfargo.com">ForeclosureInfoWFHE@wellsfargo.com</a>
Type of Wells Fargo Loan	Location to Send Tax Research/Payment Requests						
Wells Fargo Financial	<a href="mailto:taxwffloans@wellsfargo.com">taxwffloans@wellsfargo.com</a>						
Wells Fargo Home Equity	<a href="mailto:ForeclosureInfoWFHE@wellsfargo.com">ForeclosureInfoWFHE@wellsfargo.com</a>						

2	<p><b>Attorney:</b> For all other delinquent tax issues, check the TAX2 and TAXN screen on MSP to see if taxes have been disbursed. The bottom right section of screen shows disbursement and refund history available to you on the TAX2 screen.</p> 						
3	<p><b>Attorney:</b> Once you have validated that the taxes need to be paid to ensure our lien is not jeopardized, determine if the loan is escrowed or non-escrowed for taxes. If the bill code on TAX2 (see above example) is equal to a "3," it is a non-escrowed loan. Any other bill code (A, B, C, 1, 2) indicates the loan is escrowed for taxes. Notification to the tax department can be completed through VendorScape.</p> <ul style="list-style-type: none"> <li>The Wells Fargo Tax Department does not prepay taxes. If the taxes need to be paid ahead in certain circumstances, they will not pay beyond 60 days forward.</li> <li>The Wells Fargo Tax Department will also not pay** any pro-rated tax amounts, but can pay the amounts in full if they are due within 60 days.</li> </ul> <p><b><u>Exceptions:</u></b> In Virginia and a few specific Ohio counties, special requirements exist around taxes paid prior to sale. See matrix below for further direction on how to handle pro-rated/estimated taxes required to be paid in these two areas.</p> <table border="1" data-bbox="311 1438 1400 1902"> <thead> <tr> <th colspan="2"><b>Types of Non-Real Estate Taxes That the WFHM Tax Department Does Not Pay</b></th> </tr> <tr> <th><u>Type</u></th> <th><u>How to request/handle payment</u></th> </tr> </thead> <tbody> <tr> <td> <p>Loan has an unpaid non-real estate property tax bill due that needs paid prior to foreclosure sale</p> <ul style="list-style-type: none"> <li>Utility, realty transfer tax, transfer of deed tax, special assessment, personal property taxes, etc.</li> </ul> <p><b><u>Exception if TAX SALE situation does exist:</u></b> Follow the "TAXFC3" task process as defined below to submit. Our specialized Tax Sale Department WILL handle these exceptions.</p> </td> <td> <ol style="list-style-type: none"> <li>Advance funds to pay non-property tax items and submit invoice to I-Clear for reimbursement.</li> </ol> <p>OR</p> <ol style="list-style-type: none"> <li>Submit invoice to the Default Accounts Payable team (through I-Clear) for payment.</li> </ol> </td> </tr> </tbody> </table>	<b>Types of Non-Real Estate Taxes That the WFHM Tax Department Does Not Pay</b>		<u>Type</u>	<u>How to request/handle payment</u>	<p>Loan has an unpaid non-real estate property tax bill due that needs paid prior to foreclosure sale</p> <ul style="list-style-type: none"> <li>Utility, realty transfer tax, transfer of deed tax, special assessment, personal property taxes, etc.</li> </ul> <p><b><u>Exception if TAX SALE situation does exist:</u></b> Follow the "TAXFC3" task process as defined below to submit. Our specialized Tax Sale Department WILL handle these exceptions.</p>	<ol style="list-style-type: none"> <li>Advance funds to pay non-property tax items and submit invoice to I-Clear for reimbursement.</li> </ol> <p>OR</p> <ol style="list-style-type: none"> <li>Submit invoice to the Default Accounts Payable team (through I-Clear) for payment.</li> </ol>
<b>Types of Non-Real Estate Taxes That the WFHM Tax Department Does Not Pay</b>							
<u>Type</u>	<u>How to request/handle payment</u>						
<p>Loan has an unpaid non-real estate property tax bill due that needs paid prior to foreclosure sale</p> <ul style="list-style-type: none"> <li>Utility, realty transfer tax, transfer of deed tax, special assessment, personal property taxes, etc.</li> </ul> <p><b><u>Exception if TAX SALE situation does exist:</u></b> Follow the "TAXFC3" task process as defined below to submit. Our specialized Tax Sale Department WILL handle these exceptions.</p>	<ol style="list-style-type: none"> <li>Advance funds to pay non-property tax items and submit invoice to I-Clear for reimbursement.</li> </ol> <p>OR</p> <ol style="list-style-type: none"> <li>Submit invoice to the Default Accounts Payable team (through I-Clear) for payment.</li> </ol>						

	<p>Coop Leases/ Home Association Dues</p> <p>Mobile Home Issues</p> <p>Pro-Rated or Estimated taxes that are required to be paid in the state of <b>Virginia</b> or <b>Ohio's Champaign, Franklin and Trumbull Counties</b> in order to obtain confirmation of sale and deed</p>	<p>Refer to <a href="#">Homeowners/Condo Dues</a> section of this manual for further direction</p> <p>Refer to <a href="#">Manufactured/Mobile Home Issues</a> section of this manual for further direction</p> <p>1. Advance funds to pay non-property tax items and submit invoice to I-Clear for reimbursement AND use canned message process, outlined below, to advise the tax department of the action you are taking.</p> <p>OR</p> <p>2. Submit invoice to the Default Accounts Payable team (through I-Clear) for payment AND use canned message process, outlined below, to advise the tax department of the action you are taking.</p>
4	<p><b>Attorney:</b> Access VendorScape and send a canned message using the New Message option and indicate the appropriate six-digit subject code, as outlined in the matrix below, from the drop down list (see example provided below). It is important that the appropriate six-digit subject line be selected for each situation. This code will trigger the appropriate Wells Fargo Tax Team to research and complete your request.</p>  <p><b>PLEASE BE ADVISED THAT YOUR OFFICE MUST CREATE THE CANNED MESSAGE FOR YOUR DROP DOWN LIST IN THE SAME MANNER YOU WOULD CREATE A LOG CODE.</b></p>	
5	<p><b>Attorney:</b> For Desktop referrals, select Issues from the Tool Menu and raise the corresponding</p>	

	<p>Issue. It is important that the correct log code be selected for each situation. This code will trigger the appropriate Wells Fargo Tax Team research and complete your request.</p>
FC TAXFC1	<p>Used when a loan is escrowed and current/delinquent real estate taxes need paid prior to sale. Include the important information and tax amount(s) needed for payment of the taxes due.</p> <p>Parcel/Pin Number Payee – Tax Office &amp; Address Amount to be paid (broken down by base amount, penalty and interest, and fees). Advise if certified funds are required. Installment timeframe – pay-thru date and year</p>
FC TAXFC2	<p>Used when a loan is non-escrowed and current/delinquent real estate taxes need paid prior to sale. Include the important information and tax amount(s) needed for payment of the taxes due:</p> <p>Parcel/Pin Number Payee – Tax Office &amp; Address Amount to be paid (broken down by base amount, penalty and interest, and fees). Advise if certified funds are required. Installment timeframe – pay-thru date and year</p>
FC TAXFC3	<p>Used when a loan is either non-escrowed OR escrowed, and a tax sale is scheduled within 30 days because of unpaid taxes owed. Include the important information and tax amount(s) needed for payment of the taxes due.</p> <p>Parcel/Pin Number Payee – Tax Office &amp; Address Amount to be paid (broken down by base amount, penalty and interest, and fees). Advise if certified funds are required. Installment timeframe – pay-thru date and year</p>

<u>Situation</u>	<u>Loan Indicator Reference in MSP</u>	<u>Six Digit Code to use/How to request payment</u>
<p>Loan is escrowed and current/delinquent real estate taxes need paid prior to sale</p> <p>OR</p> <p>Loan escrowed AND in the state of Ohio AND you have advanced funds on behalf of WFHM in order to obtain confirmation of sale and deed</p> <p>OR</p> <p>Loan is escrowed and there is a scheduled tax sale set out for more than 30 days because of unpaid taxes owing</p>	<p>Bill code on TAX2 screen is <b><i>NOT equal to a "3"</i></b></p>	TAXFC1

	<p>Loan is non-escrowed and current/delinquent real estate taxes need paid prior to sale</p> <p>OR</p> <p>Loan is non-escrowed AND in the state of Ohio AND you have advanced funds on behalf of WFHM in order to obtain confirmation of sale and deed</p> <p>OR</p> <p>Loan is non-escrowed and there is a scheduled tax sale set out for more than 30 days because of unpaid taxes owing</p>	<p>Bill code on TAX2 screen = "3"</p>	<b>TAXFC2</b>
	<p>Loan is either non-escrowed OR escrowed and there is a scheduled tax sale within 30 days because of unpaid taxes owing</p>	<i>n/a</i>	<b>TAXFC3</b>

**\*\*\*Please note\*\*\*WFHM's Tax Department considers a "tax sale" as a sale of the delinquent taxes (not the sale of the property). If there is a tax foreclosure sale/auction, it should be sent as a TAXFC3 task and considered urgent. If there is an extreme emergency, please utilize the email address [TaxSale@wellsfargo.com](mailto:TaxSale@wellsfargo.com). If it is urgent, mark the email as urgent as this mailbox is monitored regularly.**

6	<p><b>Attorney:</b> In the "free form note section" of the message, include the important information and tax amount(s) needed for payment of the taxes due.</p> <ul style="list-style-type: none"> <li>• Parcel/Pin Number</li> <li>• Payee – Tax Office &amp; Address</li> <li>• Amount to be paid (broken down by base amount, penalty and interest, and fees). Please advise if certified funds are required.</li> <li>• Installment timeframe – pay-thru date and year</li> <li>• Once this information has been entered, click on Send Button.</li> </ul>
7	<b>Tax Department:</b> Complete the request within 5 days.
8	<b>Attorney:</b> Submit any non-real estate property taxes through I-Clear for payment unless there is a tax sale situation occurring. In those cases, use the TAXFC3 canned and the WFHM Tax Sale Group will handle the research and payment.

## Homeowners/Condo Dues

STEP	ACTION
1	<b>Attorney:</b> If your office determines that Homeowners or Condo association dues/fee become due and it is imperative that they be paid, Wells Fargo asks that you pay these and submit your invoice via I-Clear. Include in your invoice proof of payment for these fees.
2	<b>Attorney:</b> If your office cannot honor this request, add <b>log code FCDQCN (DLQ HOMEOWNERS/CONDO DUES ND TO BE PAID)</b> to FOR2 in MSP or in Desktop and

	contact the Liaison immediately via VendorScape or Desktop including detail information. To enter the log code in Desktop, select Add Note from the Tool Menu then select Note Type Foreclosure and enter the log code in the MSP log code field.
3	In Desktop, Select File Transfer from the Tool Menu and launch the FC_HOA_City Lien_Direct Source or FC_HOA_City Lien_InHouse_Referred or FC_HOA_City Lien_InHouse_Non_Referred process; manually add log code
4	<p><b>Liaison:</b> If you receive notification from your attorney that the Homeowners or Condo association dues need to be paid, send notification to DAP with all the information provided by the Attorney.</p> <ul style="list-style-type: none"> <li>Add <b>log code FCCDAP</b> (HOA/CONDO DUES SUBMITTED TO DAP).</li> </ul>

#### Reports:

**Liaison – Delinquent Condo Dues:** Daily report of all loans where attorney entered FCDQCN and FCCDAP is not present. (Action Required)

#### Violation/Damage/Property Preservation Issues

STEP	ACTION
1	<p><b>Attorney:</b> If your office is notified of a property preservation issue, such as vacancy or maintenance needed, you will need to enter <b>log code FCPREV</b> (PRESV ISSUE – NOTIFY PP DEPT) on FOR2 in MSP or in Desktop. To enter the log code in Desktop, select Add Note from the Tool Menu, then select Note Type Foreclosure, and enter the log code in the MSP log code field.</p> <ul style="list-style-type: none"> <li>Email Wells Fargo at <a href="mailto:property.preservation@wellsfargo.com">property.preservation@wellsfargo.com</a>, notify them of the issue and provide detailed information.</li> </ul>
2	<p><b>Attorney:</b> If your office is notified of a <b>violation on a property</b>, you will need to enter <b>log code FCLVIO</b> (F/C ATTY NOTIFIED OF VIOLATION) on FOR2 in MSP or in Desktop. To enter the log code in Desktop, select Add Note from the Tool Menu then select Note Type Foreclosure and enter the log code in the MSP log code field.</p> <ul style="list-style-type: none"> <li>Email Wells Fargo at <a href="mailto:codeviolations@wellsfargo.com">codeviolations@wellsfargo.com</a> and provide details on the violation issue. Wells Fargo will contact your office to obtain further documentation with regard to the violation. Once notification from the Attorney is received, Wells Fargo will contact your office to obtain further documentation in regards to the violation.</li> <li>If your office receives notification of the violation via email from Wells Fargo, do not forward this violation to the above email address</li> </ul>

#### Reports:

**Attorney – Property Preservation Issue:** Weekly list of loans that have a Property Preservation issue. (Review)

**Attorney – Vacant Property:** Weekly report of all loans with vacant occupancy so Attorney can make the determination to reduce redemption, or used for VA appraisal ordering. (Action Required)

## Litigation

Wells Fargo has a department assigned to assist in litigation efforts. Its name is Default Operations Support (DOS) and is located in Fredrick, Maryland. The DOS team is not a legal department and there are no attorneys on staff. Wells Fargo's Legal Department is located in Des Moines, Iowa.

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**WFHM:** Add the FC Client Managed Litigation hold to the Desktop file if the litigation is being resolved internally (this hold is only to be placed by WFHM).

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### Foreclosure Litigation

Depending upon the litigation issue, your office may be required to deal directly with DOS. The representative that is assigned to the case will place his/her name in the processor code on FOR1 and insert D87, SPEC LITIGATION STARTED, and D88, SPEC LITIGATION CLOSED, Steps into FOR3, and an R stop on SAF1. The following situations would require assistance from DOS.

STEP	ACTION
1	<b>Attorney:</b> You should no longer be accepting service on behalf of Wells Fargo on any cases. Additionally, you should no longer be sending Wells Fargo copies of suits as an "FYI." Wells Fargo will wait until we are served.
2	<b>Attorney:</b> If your office is notified of one of the following issues: <ul style="list-style-type: none"><li>• Discovery/Interrogatories (Fee requests are to be approved by the liaison by sending the request via VendorScape message to FC_Overallable_Fee_Request or by opening the FC_Additional_Fees_Costs_Needed_Direct_Source or FC_Additional_Fees_Costs_Needed_InHouse_Referred or FC_Additional_Fees_Costs_Needed_InHouse_Non_Referred process through the File Transfer Form on the Tool Menu in Desktop)</li><li>• Temporary restraining order that has been entered/granted by the court</li><li>• Order to Show Cause (NY)</li><li>• Motion to Dismiss</li><li>• Answer with Counterclaims</li><li>• Answer with Affirmative Defenses</li><li>• Cross Complaint Filings</li><li>• MSJ Denials</li><li>• Sanctions</li><li>• Appeals</li><li>• Small Claims Cases</li><li>• Lack of Standing Matters as the ONLY basis of the argument (OH and MA ONLY)</li></ul> <p><u>*** In all other states these matters can be handled by counsel with the FCL Liaison***</u></p> <ul style="list-style-type: none"><li>• For matters filed in California and Nevada, please send to ServiceOfProcess@wellsfargo.com.</li></ul>
3	Contact DOS via the <a href="mailto:FCLitTeam@wellsfargo.com">FCLitTeam@wellsfargo.com</a> email box and copy the Liaison. Include in the email: <ul style="list-style-type: none"><li>• Firm Name, Contact Information for Attorney Assigned to the Case (Name, Telephone Number, Email Address)</li><li>• Wells Fargo Loan Number (including MSP client #), Property Address, and Borrower's Name:</li></ul>

	<ul style="list-style-type: none"> <li>• Foreclosure Liaison Name and Telephone Number:</li> <li>• Hearing Date, Location, and Time:</li> <li>• Detail Information of Issue:</li> <li>• Copy of pleadings and/or completed interrogatories as attachment</li> <li>• Initial Fee Request (Litigation matters only)</li> </ul>
4	Enter <b>log code FCCNTN (CONTESTED FC/COUNTERCLAIM/ADVERSARY NOTIFICATION)</b> on FOR2 in MSP or in Desktop. To enter the log code in Desktop, select Add Note from the Tool Menu then select Note Type Foreclosure and enter the log code in the MSP log code field.

## Post Foreclosure Litigation

**Attorney:** If your office is notified of one of the following issues:

- Wrongful Foreclosure
- Exceptions filed in response to the foreclosure sale

STEP	ACTION
1	Contact DOS via the <a href="mailto:LitPostSaleREO@wellsfargo.com">LitPostSaleREO@wellsfargo.com</a> email box. Include in the email: <ul style="list-style-type: none"> <li>• Firm Name, Contact Information for Attorney Assigned to the Case (Name, Telephone Number, Email Address)</li> <li>• Wells Fargo Loan Number (including MSP client #), Property Address, and Borrower's Name:</li> <li>• Hearing Date: Location: Time:</li> <li>• Detail Information of Issue:</li> <li>• Copy of pleadings as attachment</li> <li>• Initial Fee Request (Litigation matters only)</li> </ul>
2	Eviction matters and bankruptcies filed after the foreclosure sale are not handled by DOS and should be submitted to your REO contact.

## Bankruptcy Litigation

**Attorney:** If your office is notified of one of the following issues:

- Trustee Lien Avoidance
- Objection to POC

STEP	ACTION
1	Contact DOS via the <a href="mailto:BKLitTeam@wellsfargo.com">BKLitTeam@wellsfargo.com</a> email box and include the following information in the email: Include in the email: <ul style="list-style-type: none"> <li>• Firm Name, Contact Information for Attorney Assigned to the Case (Name, Telephone Number, Email Address)</li> <li>• Wells Fargo Loan Number (including MSP client #), Property Address, and Borrower's Name</li> <li>• Hearing Date, Location, and Time</li> <li>• Detail Information of Issue:</li> <li>• Copy of pleadings as attachment</li> <li>• Initial Fee Request (Litigation matters only)</li> </ul>
2	For Bankruptcy Adversaries and Sanctions, please see <b>Other Contested Matters</b> .

## **Fee Approval for Litigation**

Fee approval must be obtained prior to any work performed on a litigated case. Receipt of written fee approval from a Litigation Specialist is your authorization to represent Wells Fargo. Invoices submitted for work performed without the requisite prior fee approval, may not be honored.

## **Foreclosure or Bankruptcy Witness Only**

**Attorney:** If your office is notified that a personal appearance is required to provide testimony in open court or in a deposition, contact DOS via the [WitnessRequestsDOS@wellsfargo.com](mailto:WitnessRequestsDOS@wellsfargo.com) email box. Include in the email:

- Firm Name, Contact Information for Attorney Assigned to the Case (Name, Telephone Number, Email Address)
- Wells Fargo Loan Number (including MSP client #), Property Address, and Borrower's Name
- Foreclosure Liaison Name and Telephone Number
- Hearing Date, Location, and Time
- Detail Information of Issue
- Copy of the Notice of Deposition as attachment

All fee requests for witness only matters should be directed to your assigned liaison via VendorScape as a message to FC\_Overallowable\_Fee\_Request or through the  
FC\_Additional\_Fees\_Costs\_Needed\_Direct\_Source or  
FC\_Additional\_Fees\_Costs\_Needed\_InHouse\_Referred or  
FC\_Additional\_Fees\_Costs\_Needed\_InHouse\_Non\_Referred process in the File Transfer Form on the Tool Menu in Desktop and NOT to the DOS team.

For mediations and settlement conferences on non-litigated loans, please see [Mediation/Conference](#).

## **Government Forfeit and Seizure**

STEP	ACTION
1	<p><b>Attorney:</b> If your office is notified of a Government Forfeit/Seizure, contact DOS via the <a href="mailto:DefaultLitTeam@wellsfargo.com">DefaultLitTeam@wellsfargo.com</a> email box. Include in the email:</p> <ul style="list-style-type: none"><li>• Firm Name, Attorney Contact, Telephone Number, and Email Address:</li><li>• Wells Fargo Loan Number (including MSP client #), Property Address, and Borrower's Name:</li><li>• Foreclosure Liaison Name and Telephone Number:</li></ul>
2	<p><b>Attorney:</b> Once the determination is made that the Government Forfeit/Seizure will delay the foreclosure process, enter the D49 XOVERNMENT SEIZURE step and the X64 FORFEIT/SEIZURE RESOLVED step on FOR3 in MSP. Complete the D49 step and leave the actual date of the X64 step open to be completed once the foreclosure can proceed.</p>

## **Other Matters Handled by DOS**

**Attorney:** If your office is notified of one of the following issues:

- Quiet Title Suit
- Bankruptcy Adversary/Sanctions

STEP	ACTION

1	Send notice to <a href="mailto:ServiceofProcess@wellsfargo.com">ServiceofProcess@wellsfargo.com</a> . Include the following information in the email: <ul style="list-style-type: none"> <li>• Firm Name, Attorney Contact, Telephone Number, Email Address:</li> <li>• Wells Fargo Loan Number (including MSP client #), Property Address, and Borrower's Name:</li> <li>• Foreclosure Liaison Name and Telephone Number:</li> <li>• Hearing Date: Location: Time:</li> <li>• Detail Information of Issue:</li> <li>• Copy of pleadings as attachment</li> </ul>
2	If the answer is due within 15 days of you providing notice, file for an extension.
3	Enter <b>log code FCCNTN (CONTESTED FC/COUNTERCLAIM/ADVERSARY NOTIFICATION)</b> on FOR2 in MSP or in Desktop. To enter the log code in Desktop, select Add Note from the Tool Menu, then select Note Type Foreclosure, and enter the log code in the MSP log code field.

## Contested Files

This process should be followed any time the foreclosure is disputed.

**\*\*Please note\*\*** This process is not for lawsuits.

**Attorney:** When a file becomes contested, add the following steps to the FOR3 screen within MSP.

STEP	ACTION
1	Add step D99, CONTESTED F/C (GENERIC), to FOR3 and complete the actual date with the date you became aware of the issue
2	Add step E10, CONTESTED ISSUE COMPLETED, to FOR3 and leave the actual date open.
3	Once the contested issue is resolved, complete step E10 on FOR3 with the date this issue was resolved or completes the Contested Issue Resolved DDF in Desktop.

## For VendorScape:

STEP	ACTION
1	Under Task, choose "Add"
2	Choose "Production Task – Contested Foreclosure." When adding Contested Foreclosure through VendorScape, the D99 and E10 steps automatically will be placed into MSP.
3	The E10 step will map over as an open step; do not fill the date in until the contested issue is resolved.
4	Once the issue is resolved, enter task Contested F/C Resolved. This will add the actual date to the E10 step

## For Desktop:

STEP	ACTION
1	Go to the File Transfer Form on the Tool Menu
2	Add the FC_Contested_Direct_Source or FC_Contested_InHouse_Referred or FC_Contested_InHouse_Non_Referred process
3	Complete the Contested Foreclosure DDF. This will automatically insert the D99 and E10 steps in MSP and complete the D99 step.

4	Once the issue is resolved, complete the Contested Issue Resolved DDF. This automatically will complete the E10 step in MSP.
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### Mortgagor Represented By Counsel

**Attorney:** When your office is made aware that the mortgagor is represented by counsel, add the following steps to the FOR3 screen within MSP.

STEP	ACTION
1	Add step E80, FC REQST DO NOT CALL, to FOR3 in MSP and complete the actual date with date step is being entered.
2	Add step E81, FC REQST RESUME CALL, to FOR3 in MSP and leave the actual date open.
3	Once the mortgagor no longer is represented by counsel or has reinstated or paid in full, complete the actual date for step E81 with the date the mortgagor is no longer represented or the date reinstatement or payoff funds were received.

### For VendorScape:

STEP	ACTION
1	Under Task; choose "Add"
2	Choose "Production Task – Foreclosure Request DO NOT CALL." When adding the event Foreclosure
3	Request DO NOT CALL through VendorScape, the E80 – FC Reqst Do Not Call and E81 – FC Reqst Resume Call automatically will be placed into MSP. The E81 step will map over as an open step; do not fill the date the borrower is no longer represented by counsel.

### For Desktop:

STEP	ACTION
1	Go to the File Transfer Form on the Tool Menu
2	Add the FC_Mortgagor_Represented_by_Counsel__Direct_Source or FC_Mortgagor_Represented_by_Counsel__InHouse_Referred or FC_Mortgagor_Represented_by_Counsel__InHouse_Non_Referred process
3	Complete the Mortgagor Represented by Counsel DDF. This automatically will insert the E80 and E81 steps to MSP and complete the E80 step.
4	Once the Mortgagor is no longer represented by counsel or has reinstated or paid in full, complete the Mortgagor No Longer Represented by Counsel event. This automatically will complete the E81 step in MSP.

### Probate

STEP	ACTION
1	<b>Attorney:</b> If your office receives notification that the mortgagor is deceased, Enter step D55, DECEASED MTGR (PROBATE), on the FOR3 screen in MSP and populate the actual date with the date they are entering the step
2	Enter step D82 DECEASD MTG(PROBATE)RSLVD and keep the actual date blank until the Probate issue is completed
3	Once the issue is completed, please complete the actual date with the date of resolution (currently there is not a task in VendorScape or Desktop to map this step to MSP)

4	Note VendorScape or Desktop with detailed information, course of action that needs to be taken, and any additional fee approval request.  **Please Note** The required step D55 can be added through VendorScape or Desktop.  For <b>VendorScape</b> , proceed to Step 5 For <b>Desktop</b> , proceed to Step 7
5	Under Task, choose "Add"
6	Choose "Production Task – Deceased Mortgagor (Probate)." When adding the event in VendorScape, the D55 – Deceased Mtgr (Probate) automatically will be placed into MSP  Proceed to Step 14
7	Go to the File Transfer Form on the Tool Menu
8	Add the FC_Probate_Direct_Source or FC_Probate_InHouse_Referred or FC_Probate_InHouse_Non_Referred process
9	Complete the Probate Research Needed DDF. This automatically will insert and complete the steps for you. Once the issue is resolved, complete the Probate Resolved event.
10	The Probate hold also will need to be added when the borrower is deceased. Select Holds from the Tool Menu
11	Select "FC Probate" as the hold Reason.
12	Comments should indicate the name of the deceased borrower, what action is being taken, or what approvals are needed to proceed.
13	A copy of the death certificate is to be obtained and uploaded to imaging.
14	<b>Liaison:</b> If customer service receives notification that the borrower is deceased after the loan already has been referred for foreclosure, they will place <b>log code RCVDC</b> (RECEIVED DEATH CERTIFICATE) on the loan. Management will receive a report daily of all loans where the log code was placed on the loan the previous day and will, in turn, notify the liaison.
15	Add <b>log code FCDCAT</b> (ATTY NOTIFIED OF DECEASED BORROWER ISSUE) on FOR2.
16	Notify the Attorney that the mortgagor is deceased.

## Reports

**Liaison – Death Certificate Received:** Daily report of all loans where customer service has entered log code RCVDC and there is no long code FCDCAT. The Liaison is required to notify the Attorney that the mortgagor is deceased and update FOR2 with FCDCAT log code. (Action Required)

## Mediation/Conference

**Attorney: As soon as you are notified of the Mediation, follow the below process:**

Notification of the Conference:

STEP	ACTION
1	Cancel the conference if the loan is in active bankruptcy.
2	Notify WF of the Mediation Conference as soon as notified by emailing <u>one</u> spreadsheet daily to <a href="mailto:FCDAP@wellsfargo.com">FCDAP@wellsfargo.com</a> <ul style="list-style-type: none"> <li>• Please send any documents received prior to the scheduling of the mediation to the FCDAP mailbox.</li> <li>• Financial Documents/Packages – All emails with financial documents attached should list in</li> </ul>

	<p>the subject line as ***FINANCIAL DOCUMENTS &amp; MEDIATION DATE***.</p> <ul style="list-style-type: none"> <li><b>Please refer to the master contact list that indicates who your contact will be for mediation. The contact list is sorted by state first and then investor. If your applicable state is not available, then your contact will be assigned by investor. (Contact list is provided by Loss Mitigation Manager)</b></li> </ul>
3	<p>Update Fidelity with tracking steps.</p> <ul style="list-style-type: none"> <li>K74 MEDIATION / CONFERNCE SCHD Actual date will be populated with the date the borrower opts in or mandatory mediation is determined. (Whichever is applicable in your state)</li> <li>K75 MEDIATION / CONFERNCE CLSD Actual date should be populated when all mediations/conferences have been held or if the mediations/conferences are cancelled. If the mediations/conferences are cancelled, then notification must be sent to Loss Mitigation at <a href="mailto:FCDAP@wellsfargo.com">FCDAP@wellsfargo.com</a></li> </ul>
4	If this is a <b>Desktop</b> referral
5	Go to the File Transfer Form on the Tool Menu
6	Add the FC_Mediation_Conference_Direct_Source or FC_Mediation_Conference_InHouse_Referred or FC_Mediation_Conference_InHouse_Non_Referred process
7	Complete the Mediation/Conference Scheduled step. This automatically will insert and complete the steps for you.

**\*\*Please note\*\* MI files – Please refer to specific state instructions as to how to populate tracking steps.**

Leading up to and on the day of the conference

STEP	ACTION
1	Attorney should refer to the master contact list to determine assigned negotiator
2	On the day of the hearing, the attorney should dial 1-877-238-4898. The Negotiator should only be contacted directly if no one is available via 1-877-238-4898. <ul style="list-style-type: none"> <li>If documents are received after the mediation is scheduled please send to the assigned negotiator with the subject line: ***FINANCIAL DOCUMENTS &amp; MEDIATION DATE***.</li> </ul>
3	Attorney will document the information provided by the WF negotiator and reference this information during the hearing.
4	If the conference is rescheduled, the attorney will provide additional clarification on what is required.
5	Any evaluation form required to be filled out after mediation will need to be sent to the LM processor or negotiator assigned with a required return date.
6	VendorScape or Desktop must be updated with any actions taken by the attorney.
7	For any questions or concerns please contact Nicole Miles-Todd – Project Manager Foreclosure at 803-396-4182 or <a href="mailto:Nicole.S.Miles@wellsfargo.com">Nicole.S.Miles@wellsfargo.com</a> James Cooke – Manager Loss Mitigation Mediation Team 803-396-7494 <a href="mailto:James.Cooke@wellsfargo.com">James.Cooke@wellsfargo.com</a>

## Roth Lawsuits

Any litigation showing the plaintiff's attorney as Mitchell W. Roth, also known as M. W. Roth P.L.C, and the lawsuit is claiming unfair debt collection, predatory lending, or RICO violations, should be forwarded to [ServiceOfProcess@wellsfargo.com](mailto:ServiceOfProcess@wellsfargo.com).

## **Dismissal Procedures**

**Attorney:** If your office becomes aware that the foreclosure case is dismissed:

STEP	ACTION
1	Send a message or intercom to your liaison advising of the dismissal and the reason the case was dismissed.
2	Add the 679 FC ACTION DISMISSED step to FOR3 in MSP and complete the actual date with the date the case was dismissed.
3	<b>Liaison:</b> Close the Servicer side of VendorScape or close the open processes and launch the Close and Bill process in Desktop to notify the attorney to close his/her file
4	<b>WFHM Losses:</b> Pulls a daily report of foreclosure files that have the 679 step. Move all recoverable fees to non-recoverable fees. Once the fees have been moved, send the file to foreclosure removals.

**\*\*\*Referral Automation will pick up these files and re-refer them to foreclosure if they are clear to proceed with foreclosure\*\*\***

## **Holds**

### **State Specific Holds in Desktop**

In Desktop, select Holds from the Tool Menu and add the following holds if applicable:

FC NCHFA Program (NC)	Hold used to indicate when the borrower has applied for assistance from the NCHFA Program.
FC CTHA Program (CT)	Hold used to indicate the borrower has applied for assistance from the CTHA Program.
FC New Jersey State Hold	Hold used when State Law requires (Maps J90/J91 steps)
FC PHFA Program (PA)	Hold used to indicate the borrower has applied for assistance from the PHFA Program.

## **Soldier and Sailor Civil Relief Act Procedures**

**Attorney:** If after any of your mandatory Soldiers and Sailor Civil Relief Act reviews or your office receives communication that the mortgagor may be on active duty, place the file on hold and follow instructions outlined [in Pre-Sale Loan Review](#). In Desktop, open the FC Soldiers and Sailors Relief Act issue for the Servicer to place the file on Hold. Select Issues from the Tool Menu, Add Issue, and select "FC Soldiers and Sailor Relief Act" issue. Upload a copy of the active duty paperwork if available and/or provide details regarding the source advising our firm of the active duty.

## **Bankruptcy**

### **Notice of Bankruptcy Filing**

Notices of bankruptcy filings are received from multiple, different sources. As a result, the Bankruptcy

Department requires that all bankruptcy filing notices contain specific information sent to a specific entry point.

### Pre-Foreclosure Sale

**Attorney:** If your office receives notice of a new bankruptcy prior to the foreclosure sale:

STEP	ACTION
1	Note on FOR2 the details of the bankruptcy filing
2	Add step <b>E15</b> (Bankruptcy Filed Notification) – the “actual” date should be filled in with the date your office enters the step.  In Desktop, select Issues from the Tool Menu, add Issue, and select the “FC Bankruptcy Notification” issue.  <b>**Please Note**</b> The required steps can be added through VendorScape or Desktop.  For VendorScape, proceed to Step 3  For Desktop, proceed to Step 5
3	Under Task, choose “Add”
4	Choose “Production Task – Bankruptcy Filed.” When adding the event in VendorScape, the E15 – Notified of BKCY Filing automatically will be placed into MSP.  Proceed to Step 7
5	Select Holds from the Tool Menu
6	Select “FC Bankruptcy Filed” as the hold Reason. This will map the E15 step to MSP.
7	Note the foreclosure file in VendorScape or Desktop and place the file on hold in VendorScape or Desktop
8	Email the Bankruptcy Department at <a href="mailto:BKsetups@wellsfargo.com">BKsetups@wellsfargo.com</a> <ul style="list-style-type: none"><li>• The subject line of the email should contain the WFHM Client and Loan numbers</li><li>• The email should contain the following information<ul style="list-style-type: none"><li>◦ Name of Party who Filed</li><li>◦ Case Number</li><li>◦ Date filed</li><li>◦ Chapter filed</li><li>◦ State filed in</li><li>◦ District filed in</li><li>◦ Trustee Name</li><li>◦ Mortgagor Bankruptcy Attorney Name</li></ul></li></ul>

### Post-Foreclosure Sale

STEP	ACTION
1	<b>Attorney:</b> If your office receives notice of a new bankruptcy after to the foreclosure sale, your office is responsible for determining if the filing will invalidate the sale.  <b>If the sale is INVALID:</b> <ul style="list-style-type: none"><li>• Submit an email request to Wells Fargo via <a href="mailto:RescissionRequests@wellsfargo.com">RescissionRequests@wellsfargo.com</a> to ensure the appropriate steps on FOR3 and appropriate stops on SAF1 are rolled back.<ul style="list-style-type: none"><li>◦ The Bankruptcy Department will NOT accept notice until these updates are made</li></ul></li><li>• Once these updates are made, follow the Bankruptcy procedures for Pre-Foreclosure Sale notification</li></ul>

2	<b>If the sale is VALID and no proof of claim is necessary:</b> <ul style="list-style-type: none"> <li>The Attorney is authorized and required to complete all necessary actions to ensure the completion of the Foreclosure process           <ul style="list-style-type: none"> <li>This includes filing an MFR with the Bankruptcy court to allow eviction of residents, conveyance to investors or routing to REO</li> </ul> </li> </ul>
3	<b>If the sale is VALID and a proof of claim must be filed:</b> <ul style="list-style-type: none"> <li>Add step <b>E15</b> (Bankruptcy Filed Notification) – the “actual” date should be filled in with the date your office enters the step.</li> </ul> <p>For VendorScape, proceed to Step 4, otherwise proceed to Step 6</p>
4	Under Task, choose “Add”
5	Choose “Production Task – Bankruptcy Filed.” When adding the event in VendorScape, the E15 – Notified of BKCY Filing automatically will be placed into MSP.
6	Note the foreclosure file in VendorScape or Desktop and place the file on hold in VendorScape or Desktop
7	<ul style="list-style-type: none"> <li>Email the Bankruptcy Department at <a href="mailto:BKsetups@wellsfargo.com">BKsetups@wellsfargo.com</a>.           <ul style="list-style-type: none"> <li>The subject line of the email should contain the WFM Client and Loan numbers</li> <li>The email should contain the following information               <ul style="list-style-type: none"> <li>Name of Party who Filed</li> <li>Case Number</li> <li>Date filed</li> <li>Chapter filed</li> <li>State filed in</li> <li>District filed in</li> <li>Trustee Name</li> <li>Mortgagor Bankruptcy Attorney Name</li> <li>Please include note – POC needs to be filed, sale is valid and bankruptcy is valid</li> </ul> </li> </ul> </li> </ul>
8	<b>WFHM:</b> You will receive a daily report of all loans there have been reactivated into foreclosure from either bankruptcy or loss mitigation. Notify the attorney via VendorScape or Desktop that the loan has been reactivated into foreclosure.
9	<b>Attorney:</b> Once you receive notification through VendorScape or Desktop that the bankruptcy has been released, you will need to determine if foreclosure action can continue.

### **Bankruptcy Filed by Junior Lien Holder**

There may be situations where a junior lien holder files a bankruptcy that effects our foreclosure action. These filings can prevent us from going to foreclosure sale until the bankruptcy is dismissed, discharged, or we obtain relief.

**Attorney:** If your office receives notice of a bankruptcy filing by a junior lien holder:

STEP	ACTION
1	<p><b>For Vendorscape:</b></p> <p>Complete event Jr. Lien in Bankruptcy in VendorScape. This will add and complete step W09, JR LIEN IN BNK, and add step E90, JR BNK RELEASED. Include the bankruptcy case number, chapter, and company that filed the bankruptcy.</p> <p><b>For Desktop:</b></p> <p>If the foreclosure action cannot proceed as a result of a junior lien bankruptcy filing, select Holds from the Tool Menu and select “FC Jr Lien Bankruptcy” as the hold Reason in Desktop. Within</p>

	the Hold comments, indicate the entity that filed the bankruptcy, its lien position, date filed, chapter, case number, and district/division.
2	<p>Once the loan has been released from bankruptcy or we have obtained relief, the bankruptcy department will complete the actual date for the E90 step. Your office will receive a message through VendorScape or Desktop to proceed with the foreclosure</p> <p><b>**Please Note**</b> The required steps can be added through VendorScape or Desktop.  For <b>Desktop</b>, proceed to Step 3  For <b>VendorScape</b>, proceed to Step 8</p>
3	Go to the File Transfer Form on the Tool Menu
4	Add the FC_Jr_Lien_BK_Direct_Source or FC_Jr_Lien_BK_InHouse_Referred or FC_Jr_Lien_BK_InHouse_Non_Referred process
5	Complete the Junior Lien Bankruptcy Filed DDF. This automatically will insert the W09 and E90 steps to MSP and complete the W09 step
6	Include the bankruptcy case number, chapter, and company that filed the bankruptcy.
7	Once the loan has been released from bankruptcy or relief has been obtained, complete the Jr. Lien BK Released DDF. This automatically will complete the E90 step in MSP.

## Court Delays

**Attorney:** If the file is delayed due to delays in the court:

STEP	ACTION
1	Enter step E59 COURT DELAY step, and then populate the actual date with the date that the delay began
2	Enter the step E60 COURT DELAY ENDED, and leave the actual date open
3	You will need to provide Wells Fargo with an update on the hold every 30 days. This needs to be documented in VendorScape or Desktop.
4	Once the delay has ended and the foreclosure action can proceed, populate the actual date for step E60 with the date you are resuming the foreclosure.

## NJ State Specific Court Delay

**Attorney:** If the file is delayed due to delays in the court, and.

STEP	ACTION
1	Enter step 663 NJ COURT DELAY step, and populate the actual date with the date that the delay began.
2	Enter the step 664 NJ COURT DELAY ENDED and leave the actual date open.
3	You will need to provide Wells Fargo with an update on the hold every 30 days. This needs to be documented in VendorScape or Desktop.
4	Once the delay has ended and the foreclosure action can proceed, populate the actual date for step 664 with the date you are resuming the foreclosure.
	<b>**Please Note**</b> The required steps can be added through VendorScape.
5	Under Task, choose "Add"

6	Choose “Production Task – NJ Court Delay.” When adding the NJ Court Delay event through VendorScape, the 663 – NJ Court Delay and 664 – NJ Court Delay Ended automatically will be placed into MSP.
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## Foreclosure on Hold

**Attorney:** If the file needs to be placed on hold for any reason that does not have specific steps or is not listed above:

STEP	ACTION
1	Enter step D50, F/C ON HOLD (SEE FOR3), and populate the actual date with the date the foreclosure is being placed on hold
2	Enter the step D51, F/C RESUME (SEE FOR3), and leave the actual date open (these steps must be added manually to MSP for Desktop Referrals only if there are no other holds/issues/delay steps that can be used).
3	In Desktop, Select Holds from the Tool Menu and select “FC Client/Investor Request” as the hold Reason. This hold is only to be used for reasons other than the specific holds and should be used sparingly
4	<i>Note VendorScape or Desktop with detailed information outlining the problem on the date that the hold is placed.</i>
5	You will need to provide Wells Fargo with an update on the hold every 30 days. This needs to be documented in VendorScape or Desktop and MSP.
6	Once the issue has been resolved and we can proceed with the foreclosure action, populate the actual date with the actual date for step D51 with the date you are resuming the foreclosure.  The steps can be added through VendorScape.
7	Under Task, choose “Add”
8	Choose “Production Task – Hold”, when adding Hold through VendorScape, the D50 – F/C ON HOLD (SEE FOR3) and D51– F/C RESUME (SEE FOR3) automatically will be placed into MSP. The D51 step will map over as an open step; do not fill the date in until the hold is ready to be removed.

**\*\*Please Note\*\*** Do not use these steps for title issues, sending demand letters, sending State Required Letters, or bankruptcy.

## Reports:

**Attorney – Loans on Hold:** Weekly report of all loans that have been placed on hold, D50 is present and the D51 is null. (Action Required)

**Liaison – On Hold Report:** Weekly report of all loans that have been placed on hold, D50 is present and the D51 is null. (Action Required)

## FEMA/Disaster Hold

If your office is advised to hold either by the Client or by the FEMA website, the FEMA/Disaster Hold issue needs to be raised in Desktop.

STEP	ACTION
1	Select Issues from the Tool Menu

2	Add Issue
3	Select the "FC FEMA/Disaster Hold" issue

## Loss Mitigation

### Loss Mitigation

The Loss Mitigation Department at Wells Fargo Home Mortgage continually tries to work with mortgagors to assist in helping mortgagors retain their homes. As a result, a variety of different options are available depending upon loan type, investor, and stage of delinquency.

**\*\*Please note\*\*** If your applicable state has passed specific mediation requirements, please locate those procedures for your state in the appendix section of this manual. If it is not available, contact your case processor for assistance.

**Attorney:** If the mortgagor contacts your office to request Loss Mitigation options, direct them to one of the Loss Mitigation phone numbers listed below.

- Customer Service Loss mitigation 1-800-662-5014
- Wells Fargo Financial Loss Mitigation 1-800-275-9254  
(Fax for WFF loss mitigation documents 1-800-588-9157)
- Wells Fargo Home Equity Loss Mitigation 1-866-623-8958

If your office needs to contact Loss Mitigation for mediation assistance, please utilize the number listed below. **Please note:** these numbers are for Attorney use only and are not to be given to mortgagors or third parties.

- Attorney Mediation Assistance Contact 1-877-238-4898

### Options Available

- Forbearance Plans
- Repayment Plans
- Loan Modifications
- Short Sales
- Deed in Lieu of Foreclosure

### Notification

STEP	ACTION
1	<b>Attorney:</b> If the mortgagor is approved for a Loss Mitigation workout, the Loss Mitigation Department will notify your office via a message in VendorScape or Desktop requesting that the foreclosure action be suspended while the Loss Mitigation actions proceed.
2	<b>WFHM:</b> You will receive a daily report of all loans there have been reactivated into foreclosure from either bankruptcy or loss mitigation. Notify the attorney via VendorScape or Desktop that the loan has been reactivated into foreclosure.
3	<b>Attorney:</b> Once you receive notification through VendorScape or Desktop that the loss mitigation has been released, you will need to determine if foreclosure action can continue. A copy of the forbearance agreement will be provided to your office if available.

There are times when either the Collections or Loss Mitigation department will set the borrower up on a

repayment plan and the borrower may send this payment in via Western Union. The Wells Fargo collector will add a status code of 113 on the DLQ1 screen when he/she receives a Western Union confirmation number from the borrower. This is only a status of the Western Union confirmation and not confirmation that payment has been received and applied.

**Attorney:** Your office will receive a daily report of all loans with a "113" codes and review the MSP system to determine course of action.

STEP	ACTION
1	It is your responsibility to review the P309 screen daily to see if a payment has been applied after the foreclosure referral date (U01 actual date).
2	If funds have been applied, contact the Loss Mitigation Representative at 866-435-1982 for core loans and 866-363-7622 for 106 loans to determine if the borrower is on a valid forbearance agreement and that Wells Fargo will be accepting said payment. If this is confirmed by the Loss Mitigation Representative, your office will be provided direction on foreclosure action. <ul style="list-style-type: none"> <li>• Enter the appropriate sale postponement step and enter today's date as the actual date. Refer to the <a href="#">Postponed Sales</a> section of this manual.</li> <li>• Note the FOR2 screen with the Loss Mitigation Representative who directed your office to postpone the foreclosure sale.</li> </ul>

#### Reports:

**Attorney – 113 Report (Received Funds):** Daily list of loans where Wells Fargo has received confirmation of funds being sent via Western Union and a foreclosure sale is scheduled for five days or less. This report is to be worked by the attorney to review the P309 to see if payment has been received and applied, and/or obtain foreclosure course of action from the Loss Mitigation Department. (Action Required)

#### HAMP 10-2 Certifications

##### Attorney:

**\*\*Effective Monday, April 11th 2011, the below will need certification before going to sale (even loans that were never eligible: Vacant, Non-Owner, Originated after 01/01/09, etc)\*\*\***

- ALL Non-Government Sponsored Enterprise loans regardless of due date
- FHLMC loans that have a due date of 08/01/10 or later (you can check DLQ1 on MSP for the Due Date \*see partial screenshot below\*)

**\*\*\*Please Note\*\*\***FHA, VA, and FNMA loans still do not apply to this requirement.

##### Never eligible criteria (but will still need a certification):

- Originated after January 1, 2009
- Property is vacant, non owner
- Property is condemned
- Unpaid principal balance exceeds \$729,950 for a 1-unit property, exceeds \$934,200 for a 2-unit property, exceeds \$1,129,250 for a 3-unit property and exceeds \$1,404,400 for a 4-unit property
- Property is more than 4 units

DLQ1

13 CONV. RES.

DUE( 19) 50,907.72 DUE 10/01/09( ) (01/21)

LATE CHRG 968.29 PAYMT 2,689.20 P:

BAD CK FEES .00 L/C AMT 112.49

OTHER FEES .00 PAYMT + LC 2,801.69 M:

TOT DUE 51,876.01\* PRIN BAL 286,636.03

SUSPENSE .00 P&I 2,249.81

NET DUE 51,876.01 DLQ 9 TIME, PAY 44 DAY

C/S 112

C/D 04/11 I CELL PH

\*PHONE NO\*

FHLMC loans with a due date prior to 08/01/10 (check DLQ1 in MSP) and all FNMA loans do not require certification:

STEP	ACTION
1	Status of the HAMP efforts should be confirmed to make sure HAMP options have been exhausted.
2	Review FOR3 for the Y97 HAMP LM OPTIONS EXHAUSTED to confirm HAMP has been exhausted. If the Y97 is present and completed, do NOT email the HAMPPresale mailbox. This step is confirmation that HAMP has been exhausted.
3	If the Y97 is not present or is not completed (except for vacant, non-owner occupied, or originated after 01/01/09), email <a href="mailto:HAMPPresale@wellsfargo.com">HAMPPresale@wellsfargo.com</a> to provide status of HAMP.

FHA certification is not needed; you should not be emailing the HAMPPresale Mailbox

VA certification is not needed; you should not be emailing the HAMPPresale Mailbox.

Certification is valid for 7 business days from date on certification only. If certification has expired, a new one will be needed.

**Once the above is reviewed and it is determined that certification is needed, please follow these procedures:**

STEP	ACTION
1	Review VendorScape or Desktop for HAMP 10-2 Certification Form.
2	If the sale is set within <b>48 business hours</b> and certification has not been uploaded in VendorScape or Desktop, contact <a href="mailto:HAMPPresale@wellsfargo.com">HAMPPresale@wellsfargo.com</a>

If a valid certification is not given, the sale will need to be postponed at least 7 days to allow time for review

**\*\*Please note\*\* This mailbox does not handle: Wells Fargo Financial, Wells Fargo Home Equity, and Wachovia Equity files. Please contact the assigned processor in VendorScape or Desktop.**

### Designated Counsel Repayment Plan Procedure

After Designated Counsel for FHLMC has approved the mortgager for a Re-Payment Plan, the following needs

to occur to set up the RPP plan with WFHM and to process the initial payment:

**FHLMC (Freddie Mac)**

STEP	ACTION
1	A copy of the plan is to be emailed to <a href="mailto:FHLMCRPPsetup@wellsfargo.com">FHLMCRPPsetup@wellsfargo.com</a> <b>Subject Line = DC RPP Client – Loan Number</b> The payment plan will be set up in MSP by Loss Mitigation.
2	A hard copy of the plan as well as the initial payment needs to be forwarded to the following address: <b>Wells Fargo Home Mortgage 1000 Blue Gentian Road Suite 300 MAC Code 9999-01N Eagan, MN 55121</b> The check will be routed to DSM CASH for processing.

**Retained Counsel Repayment Plan Procedure**

After Retained Counsel for FNMA has approved the mortgager for a Re-Payment Plan, the following needs to occur to set up the RPP plan with WFHM and to process the initial payment:

**FNMA (Fannie Mae)**

STEP	ACTION
1	A copy of the plan is to be emailed to <a href="mailto:FannieMae.NegotiationsEscalations@wellsfargo.com">FannieMae.NegotiationsEscalations@wellsfargo.com</a> . <b>Subject Line = DC RPP Client – Loan Number</b> The payment plan will be set up in MSP by Loss Mitigation
2	A hard copy of the plan as well as the initial payment needs to be forwarded to the following address: <b>Wells Fargo Home Mortgage 1000 Blue Gentian Road Suite 300 MAC Code 9999-01N Eagan, MN 55121</b> The check will be routed to DSM CASH for processing.

## **Appendix A - Distributing Foreclosure Mail**

Tax sale notification should be faxed **immediately** to the tax department at:

(866) 863-9263

Attn: Tax Sale Supervisor

They will advise if they need the original documents mailed to them.

Property Preservation should be notified of demolition notices from the city or county. Your office should also send notice of the violation immediately to [codeviolations@wellsfargo.com](mailto:codeviolations@wellsfargo.com). If possible, scan the document and include the attachment in your email. Otherwise, fax the demolition notice to Property Preservation at:

Attn: Property Preservation

Fax: (414) 214-9013

Litigation Documents such as MSJ Denied and Summaries, or any documents related to an issue that DOS is working on should be sent to the attention of the LITIGATION PROCESSOR at the following address:

Default Operations Support

8480 Stagecoach Circle

Frederick MD 21703

X3801-02G

The following items are not needed by your liaison and should be retained in your file:

1. **Mortgagee Notice of Pending Acquisition-(i.e.) A letter sent to debtor by attorney stating “the property listed above is about to be foreclosed...”**
2. **HUD Tenant Occupancy Letter**
3. **Copy of attorney correspondence stating they represent Wells Fargo**
4. **Copy of Foreclosure Dismissal**
5. **Notice of a Sheriff’s/Trustee’s sale**
6. **Motion for Default Judgment**
7. **Substitution of Trustee**
8. **Notice from attorney closing the file**
9. **A letter stating that a document was recorded**
10. **A letter from attorney acknowledging receipt of foreclosure referral**
11. **Notice of Default/Election to Sell Under Deed of Trust (unless for unpaid HOA fees)**
12. **Copies of originals that are paid in full**
13. **Order Authorizing Sale**
14. **An Original Rescission of Default**
15. **Public Trustee’s Notice of Rights to Cure or Redeem**
16. **Notice of Seizure or a Notice of Vacancy of Property**
17. **Acknowledgment of receipt of the Notice of Election and Demand to Foreclosure**

When sending correspondence to your liaison, please include the Wells Fargo loan number on the cover sheet and address the envelope to your liaison as follows:

(Liaison Name)  
3476 Stateview Blvd.  
Ft Mill, SC 29715  
X7801-013

It is crucial that this information be listed on the outside of the envelope to ensure that it is received by your liaison in a timely fashion.

**The following are contacts which may be useful to your office.**

**Qualified Written Requests**

106 Loans  
Fax – 866-453-6315

Core Loans  
Fax - 866-278-1179

By Mail:  
Wells Fargo Home Mortgage  
Written Customer Contact  
PO Box 10335  
Des Moines IA 50306

**Subpoena Department**

X3801-02G  
8480 Stagecoach Circle  
Frederick, MD 21701

## Appendix B - Funds Remittance Cover Sheet

\*\* Completed Cover Sheet should be uploaded to VendorScape or Desktop and must be sent with remitted funds to Wells Fargo.

Date:

Re: Loan #:

Mortgagor Name:

Enclosed please find check(s) in the amount of \$ \_\_\_\_\_, check # \_\_\_\_\_.

This amount represents the following:

**Reinstatement:** Remitted funds will bring the loan current including any outstanding fees and costs associated with the foreclosure proceeding. A copy of the reinstatement quote provided to the customer has also been included.

**Payoff:** Remitted funds represent a full payoff and the lien will be released to the mortgagor. A copy of the payoff provided to the customer has also been included.

**\*\*Complete for both reinstatement and payoff funds received:**

Reinstatement/payoff amount	\$ _____
Total recoverable fees and costs	\$ _____
Total non-recoverable fees and costs	\$ _____
Final invoice amount	\$ _____

**Refund/Overpayment:** The fees and costs associated with the foreclosure were not as much as the estimated amount.

**Judgment:** The court has ordered Wells Fargo Home Mortgage to accept less than the full payoff. A copy of the Judgment provided by the court to the customer has also been included.

**Redemption Funds:** Remitted funds are from the mortgagor. Please provide an exact breakdown of the following included in the redemption funds. This information is required for IRS reporting purposes.

Please provide:

Principle	\$ _____
Interest	\$ _____
Late Charges	\$ _____
Deferred Interest	\$ _____
Prepayment Penalty	\$ _____

**Property Sold to Third Party:** Remitted funds are not from the mortgagor. The lien will not be released to the mortgagor. A copy of the BID has also been included. (If funds are less than the amount bid at the sale, provide a detailed explanation of shortage)

Airborne tracking # \_\_\_\_\_

Remitted by: \_\_\_\_\_ Telephone # \_\_\_\_\_

**Please see the Funds Address Matrix, Appendix D, for correct mailing addresses or wiring instructions.**

## Appendix C - Funds Address Matrix

Wells Fargo Home Mortgage and America's Servicing Company Correspondence				
Foreclosure Address Matrix				
Type	WFHM	ASC	Wiring Instructions	Reverse Mortgage
Foreclosure Correspondence	Wells Fargo Home Mortgage Attention: (Processor Name) MAC# X7801-013 3476 Stateview Blvd Ft. Mill, SC 29715	America's Servicing Co Attn: Foreclosure Default Mail MAC# X7801-02T 3476 Stateview Blvd. Fort Mill, SC 29715		
Foreclosure Reinstatement Checks	Wells Fargo Home Mortgage Attn : Foreclosure Cash MAC# X2302-04C 1 Home Campus Des Moines, IA 50328	America's Servicing Co Attn: Default Payment Supervisor MAC# X2302-04C 1 Home Campus Des Moines, IA 50328	Wiring Instructions for: Wells Fargo Attorney only- Wells Fargo Bank, N.A Beneficiary Bank ABA: 121000248 Beneficiary Bank Acct: 3000500412 Special Information for Beneficiary Apply funds to loan: xxxxxxxxxxxx Mortgagor: xxxxxxxxxxxxxxxxxxxx Sender's Name and Phone Number	
Foreclosure Payoff Checks	Wells Fargo Home Mortgage Attn : Payoffs MAC# X2302-045 1 Home Campus Des Moines, IA 50328	America's Servicing Co Attn: Payoffs MAC# x2302-045 1 Home Campus Des Moines, IA 50328	Wiring Instructions for: Wells Fargo Attorney only- Wells Fargo Bank, N.A Beneficiary Bank ABA: 121000248 Beneficiary Bank Acct: 4127400093 Special Information for Beneficiary Apply funds to loan: xxxxxxxxxxxx Mortgagor: xxxxxxxxxxxxxxxxxxxx Sender's Name and Phone Number	Wells Fargo Home Mortgage <b>Reverse Mortgage Servicing</b> <b>MAC #X7802-018</b> 3480 Stateview Blvd.. Fort Mill, SC 29715
Foreclosure Third Party Checks	Wells Fargo Home Mortgage/Conventional Claims Attn: Wanda Tucker Mac #X2302-04F 1 Home Campus Des Moines, IA 50328	America's Servicing Co/Conventional Claims Attn: Wanda Tucker Mac #X2302-04F 1 Home Campus Des Moines, IA 50328	Wiring Instructions for: Wells Fargo Attorney only- Wells Fargo Bank, N.A. Beneficiary Bank ABA: 121000248 Beneficiary Bank Acct: 3002182198 Special Information for Beneficiary	Wells Fargo Home Mortgage <b>Reverse Mortgage Servicing</b> <b>MAC #X7802-018</b> 3480 Stateview Blvd.. Fort Mill, SC 29715

			Apply funds to loan: xxxxxxxxxxxx Mortagor: xxxxxxxxxxxxxxxxxx Sender's Name and Phone Number	
<b>Foreclosure Redemption/Con firmation Checks</b>	Wells Fargo Home Mortgage/Convent ional Claims Attn: Wanda Tucker Mac #X2302-04F 1 Home Campus Des Moines, IA 50328	America's Servicing Co/Conventional Claims Attn: Wanda Tucker Mac #X2302-04F 1 Home Campus Des Moines, IA 50328	Wiring Instructions for: Wells Fargo Attorney only- Wells Fargo Bank, N.A Beneficiary Bank ABA: 121000248 Beneficiary Bank Acct: 3002182198 Special Information for Beneficiary Apply funds to loan: xxxxxxxxxxxx Mortagor: xxxxxxxxxxxxxxxxxx Sender's Name and Phone Number	Wells Fargo Home Mortgage <b>Reverse Mortgage Servicing MAC #X7802-018</b> 3480 Stateview Blvd.. Fort Mill, SC 29715
<b>Any check for loans WFF Loans</b>	N/A	<b>Wells Fargo Home Mortgage Attn: Customer Operations-Cash Management Mac #X2302-04G 1 Home Campus Des Moines, IA 50328</b>		N/A
<b>Any check for loans WFHE Loans</b>	N/A	Payment Processing 2324 Overland Ave MAC# B6955-01B Billings, MT 59102		N/A

## Appendix D – State Required Mediation Memo

### Memorandum

**Date:** 1/19/10  
**To:** Wells Fargo Attorney Network  
**From:** Wells Fargo Home Mortgage Foreclosure and Loss Mitigation  
**Subject:** State required mediation Procedures

In an effort to ensure the flow of information between Wells Fargo and the Attorney Network is consistent, below are the preferred steps in communicating this process:

#### **Foreclosure Attorney:**

##### Notification of the Conference:

- Attorney will cancel the conference if the loan is in active bankruptcy
- Attorney will notify WF of the Mediation Conference as soon as notified by emailing one spreadsheet daily to [FCDAP@wellsfargo.com](mailto:FCDAP@wellsfargo.com)
  - Please send any documents received prior to the scheduling of the mediation to the FCDAP mailbox.
  - Financial Documents/Packages – All emails with financial documents attached should list in the subject line as \*\*\*FINANCIAL DOCUMENTS & MEDIATION DATE\*\*\*.
  - **Please refer to the master contact list which indicates who your contact will be for mediation. The contact list is sorted by State first and then investor. If your applicable state is not available, then your contact will be assigned by investor.**
- Attorney will update MSP with tracking steps.
  - K74 MEDIATION / CONFERNCE SCHD
    - To be added as soon as the Mediation/Conference is scheduled, actual date will be populated with the date the conference is scheduled.
  - K75 MEDIATION / CONFERNCE CLSD
    - To be added as soon as the Mediation/Conference is scheduled, actual date should be populated when all mediations/conferences have been held or if the mediations/conferences are cancelled. If the mediations/conferences are cancelled then notification must be sent to Loss Mitigation at [FCDAP@wellsfargo.com](mailto:FCDAP@wellsfargo.com)
- If this is a Desktop referral, go to the File Transfer Form on the Tool Menu, add the FC\_Mediation\_Conference\_Direct\_Source or FC\_Mediation\_Conference\_InHouse\_Referred or FC\_Mediation\_Conference\_InHouse\_Non\_Referred process and complete the Mediation/Conference Scheduled DDF. This will automatically insert and complete the steps for you.

##### Leading up to and on the day of the Conference

- Attorney should refer to the master contact list to determine assigned negotiator.
- On the day of the hearing the attorney will dial the Negotiator's number first. If Negotiator is unavailable, the attorney will dial 1-877-238-4898

- If documents are received after the mediation is scheduled please send to the assigned negotiator with the subject line: \*\*\***FINANCIAL DOCUMENTS & MEDIATION DATE**\*\*\*.
- Attorney will document the information provided by the WF negotiator and reference this information during the hearing
- If the conference is rescheduled the attorney will provide additional clarification on what is required
- Any evaluation form required to be filled out after mediation will need to be sent to the LM processor or negotiator assigned with a required return date.

\*\*\*\*\* VendorScape or Desktop needs to be updated with any actions taken by the attorney\*\*\*\*\*

\*\*\*For Wells Fargo Financial files, please enter the K74 and K75 steps accordingly but contact the case processor instead of FCDAP\*\*\*

For any questions or concerns please contact Nicole Miles-Todd at 803-396-4182 or  
[Nicole.S.Miles@wellsfargo.com](mailto:Nicole.S.Miles@wellsfargo.com)

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## **Appendix E – MI Foreclosure/Mediation Bill**

### **MI- Foreclosure/Mediation Bill Public Acts 29-31, - July 5, 2009**

Mortgagees seeking to foreclosure on a property by advertisement to provide the borrower a pre-foreclosure notice of the right to request a meeting to negotiate a modification agreement and the availability of housing counseling, and to participate in a timely-requested modification negotiation, including recalculation of loan terms to determine if the borrower qualifies for a modification that meets specific criteria. The new requirements may also delay or restrict the mortgagee's ability to commence a foreclosure by advertisement.

#### **Liaison Impact**

1. At the attorney's request, verify if any payments are received.
- 2.

#### **Attorney Procedures**

1. A statement that within 14 days of mailing of notice/date of notice, the borrower may request a meeting with the Designee (attorney) to attempt a work out modification which could implement a 90 moratorium.
  - a. The borrower has 14 days to contact a housing counselor and request a meeting.
  - b. Housing counselor has 10 days to notify attorney in writing of the meeting request.
2. Within 7 days of the initial notice, another noticed must be published once in the same manner required for publishing notice of foreclosure sale. If housing contacts attorney, foreclosure will be on hold for 90 days from the date of the initial mailing. **(This step will be the new 1<sup>st</sup> legal-T01. The T28 has been added to track the notice of sale.)**
  - a. The attorney should utilize the mediation steps J80 and J81 steps to track the 90 day hold.
  - b. **J80 State Hold step- this step should be populated with an actual date when the borrower “opts in”.**
  - c. **J81 State Resume step- This step should be populated with a forecast date 90 days from the J80 step. Actual date populated at the end of the 90 day hold.**

**\*\*In Desktop-Select Holds from the Tool Menu and place the FC Michigan State Hold. This will place the J80/J81 automatically in MSP.**

3. If the borrower opts in, Attorney will send out financial package and request that within 10 days to send financials back to attorney.
4. Attorney will schedule meeting and follow WF mediation procedures.
  - a. The K74 and K75 mediation steps should be placed on the loan per the loss mit mediation procedures (see [Litigation](#)).
5. If no modification is achieved, loss mit will need to communicate the criteria on which a mod was offered to compare with the statutory requirements.
  - a. **Prior to the expiration of the 90 day hold, please request status via the [FCDAP@wellsfargo.com](mailto:FCDAP@wellsfargo.com). (If your firm has multiple request, please send a spreadsheet with all affected loans)**
  - b. Statutory requirements of borrowers -housing related debt vs. gross income cannot exceed 38%.
    - i. Interest rate reduction , as needed, subject to a floor of 3% for a fixed term of at least 5 years
    - ii. An extension of the amortization period to at least 40 years
    - iii. Deferral of some portion of the amount of the unpaid principal balance of 20% or less until maturity, refinancing of the loan or sale of property.
6. If borrower would have qualified for statutory requirements, and no mod was approved, then the file must proceed judicial. **(Loss Mit has advised that all of their programs are as good if not better than the statutory requirements.)**

**\*\*\*Effective 11/10/09. We have adopted additional procedures around how to handle MI files that do not opt into the MI 90 day hold.**

1. If the borrower does not opt in, yet loss mit has suspended the file prior to the sale being set, your firm is to proceed to sale and adjourn at that point.
  - a. If loss mit has suspended the foreclosure workstation, please email the foreclosure processor for further assistance
2. If funds have been received **prior** to the sale being set, your firm is to close and bill at that time.
3. If funds are received after the sale is set, your firm is to adjourn until:
  - a. -loss mit advises to close and bill due to permanent loan mod
  - b. loss mit advises to proceed w/foreclosure, your firm is okay to proceed w/foreclosure. (If there is any questions on how to proceed, please contact the case processor)

## **Appendix F– NJ Mortgage Stabilization Act**

### **NJ Mortgage Stabilization Act (Amended effective July 2, 2009)**

**Expires January 1, 2011**

The NJ Stabilization and Mortgage Relief Act was amended to include a subprime definition which was defined by the state and to further define “high cost” loans. The statute also clarified that the intent of the act is to actually “serve” a notice to qualified borrowers to inform them of their rights under the amended act.

#### **Procedures for loans with complaints served on or after July 2, 2009;**

- (1) Notice of the forbearance period must be served with the foreclosure complaint. The notice must contain certain information set forth in the amendment
  - a. Foreclosure attorney to determine which files qualify for the notice based on the following definitions and upon review of the TIL:
    - i. Subprime- The term "subprime" is now defined in the amendment. The definition requires the use of an index. We have identified a website that contains three indexes. Please add 1.5 percentage points to the lowest listed average in the three indexes for the time period when each loan closed. If the interest rate on the TIL is higher than the lowest index plus 1.5 percentage points, then the loan will be considered subprime within the meaning of the Act. The following index will be used; [http://mortgage-x.com/general/national\\_monthly\\_average.asp?y=2006](http://mortgage-x.com/general/national_monthly_average.asp?y=2006)
    - ii. Default Docs has ensured the TIL will be available within 5 days of referral.
      1. Default docs will be checking for the TIL at day 45 of delinquency.
      2. If the TIL is not imaged, they will request from file management to have the TIL imaged.
      3. VendorScape has added the TIL as a document to add w/the referral.
    - iii. The definition of a high risk mortgage loan that appeared to refer to adjustable rate mortgages has been clarified to apply to mortgages with "a reset mortgage interest rate that increases the initial interest rate by two or more percentage points." The attorney should review SER1/ARM1 to review the initial interest rate or origination rate. If the initial interest rate change increases the origination rate by 2 points or more, the loan is considered high risk.
- (2) The forbearance period will only take effect if the borrower "opts in" by notifying the lender in writing, within thirty (30) days after receiving the summons and complaint. (I suggest allowing the attorney to accept within 35 days of receipt to allow time for mailing, weekends, etc.)
- (3) The forbearance period will start on the day the lender receives written notice from the borrower; and, the lender must notify the Court of the starting and ending dates of the forbearance period.
  - a. Attorney to add J90- NJ State hold and complete the actual date upon receipt of the written correspondence from the borrower
  - b. J91 NJ Resume step should have a forecast date of 180 days and actual date to be populated at the end of the forbearance period.
  - c. Once notice is received from the borrower, all activity that would in any way advance the foreclosure is suspended. Appendix G – CO Foreclosure Deferment

## **Appendix G – CO Foreclosure Deferment**

### **Colorado HB 1276 Foreclosure Deferment- August 1, 2009**

#### **Attorney Procedures**

The new law, known as the “Time Out Bill” or the “Foreclosure Deferment Bill” will be effective for foreclosures filed after August 1, 2009. In summary, eligible borrowers can apply for and may receive a 90-day deferment of the foreclosure on their property if they qualify.

#### **Liaison Responsibility**

NA

#### **Attorney Procedures**

Within 15 calendar days of delivering a complete foreclosure package to the public trustee, the holder of the indebtedness must post a notice on the property advising the eligible borrower that they may qualify for a deferment.

1. If interested, the ***Eligible Borrower*** must contact a HUD-approved counselor within 20 calendar days of the posting of the special notice.
2. The counselor will promptly notify the holder and their attorney that he/she has been contacted by a borrower. Within 10 days of notification by the counselor, the holder must notify the counselor in writing of an address to be used for payments (as well as electronic payment information).
3. Within 30 days of the initial contact with the borrower, the counselor shall determine if the ***eligible borrower qualifies*** for the deferment. An ***eligible borrower*** is automatically disqualified if:
  - a. the property is abandoned
  - b. Gross waste has been committed on the property
  - c. The borrower is currently in Bankruptcy or within the last 24 months has received a discharge under Chapter 7 of the Bankruptcy Code or has received a discharge under Chapter 13 of the Bankruptcy Code in which the borrower received a modification of his loan.
4. If the counselor determines that the deferment is warranted, the counselor must certify to the public trustee the deferment within the initial 30-day time frame. At that time, the public trustee will place the foreclosure on hold, notify the foreclosure attorney, will cancel all publications and will begin to postpone the foreclosure sale week to week.
5. Foreclosure attorney will utilize the mediation procedures to place the file on hold for 90 days. (**See mediation procedures below**)
  - a. The K74 and K75 mediation steps should be placed on the loan per the mediation procedures. This will prompt Cash to accept payments accordingly.
6. During the 90-day deferment period the following shall occur:
  - a. Holder and borrower shall negotiate the opportunity for a workout of the subject loan.
  - b. The borrower shall make payments to the **attorney** in the amount of 66.667 percent of the monthly P&I payment due prior to the delinquency and if the debt was escrowed, 1/12 of the taxes and insurance due prior to the delinquency.
  - c. The attorney is to forward payments to;

Wires for WF Attorney only, this account is not disclosed to the mortgager.

<b>Client 708</b> Wells Fargo Home Mortgage Attn: Foreclosure Cash MAC x2302-04c 1 Home Campus Des Moines, IA 50328	<b>Client 106</b> America's Servicing Co Attn: Default Payment Supervisor MAC# x2302-04C 1 Home Campus Des Moines, IA 50328	<b>Wiring Instructions for: Wells Fargo Attorney only-</b> Wells Fargo Bank, N.A Beneficiary Bank ABA: 121000248 Beneficiary Bank Acct: 3000500412 Special Information for Beneficiary Apply funds to loan: xxxxxxxxxxxxx Mortgagor: xxxxxxxxxxxxxxxxxx Sender's Name and Phone Number
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- d. The first payment must be made within 5 days of the certification to the public trustee and due every 30 days thereafter during the deferment period.
- e. **Acceptance of these payments is not a waiver of the default.**

### **Mediation Procedures**

#### **Memorandum**

**Date:** **06/29/09**

**To:** **Wells Fargo Home Mortgage Foreclosure Management**

**From:** **Wells Fargo Home Mortgage Compliance**

**Subject:** **State required mediation**

In an effort to ensure the flow of information between Wells Fargo and the Attorney Network is consistent, below are the preferred steps in communicating this process:

#### **Foreclosure Attorney:**

##### **Notification of the Conference**

- Attorney will cancel the conference if the loan is in active bankruptcy
  - Attorney will notify WF of the Mediation Conference as soon as notified by emailing the notification to [FCDAP@wellsfargo.com](mailto:FCDAP@wellsfargo.com).
    - Any documents needed in preparation for mediation as required by your applicable state (note, assignment, pmt history etc) should be requested via the FCDAP mailbox at the time attorney notify WF of mediation.
    - Please send any documents received prior to the scheduling of the mediation to the FCDAP mailbox.
  - Attorney will update MSP with tracking steps.
- K74 MEDIATION / CONFERNCE SCHD

To be added as soon as the Mediation/Conference is scheduled, actual date will be populated with the date the conference is scheduled.

#### K75 MEDIATION / CONFERNCE CLSD

To be added as soon as the Mediation/Conference is scheduled, actual date should be populated when all mediations/conferences have been held or if the mediations/conferences are cancelled. If the mediations/conferences are cancelled then notification must be sent to Loss Mitigation at [FCDAP@wellsfargo.com](mailto:FCDAP@wellsfargo.com).

- If this is a Desktop referral, go to the File Transfer Form on the Tool Menu, add the FC\_Mediation\_Conference\_Direct\_Source or FC\_Mediation\_Conference\_InHouse\_Referred or FC\_Mediation\_Conference\_InHouse\_Non\_Referred process and complete the Mediation/Conference Scheduled DDF. This will automatically insert and complete the steps for you.

#### Leading up to and on the day of the Conference

- Attorney will be provided with an email from WF including the negotiator's name, telephone number, the borrowers loan number and the decisions that the negotiator will discuss as well as the alternative contact number - (866) 514-0070
- If documents are received after the mediation is scheduled please send to the assigned negotiator.
- Attorney will document the information provided by the WF negotiator and reference this information during the hearing
- On the day of the hearing the attorney will dial the Negotiator's number first. If Negotiator is unavailable, the attorney will dial (800) 514-0070
- If the conference is rescheduled the attorney will provide additional clarification on what is required
- Any evaluation form required to be filled out after mediation will need to be sent to the LM processor or negotiator assigned with a required return date.

\*\*\*\*\* VendorScape or Desktop needs to be updated with any actions taken by the attorney.\*\*\*\*\*

If you have any questions concerning this alert please contact Foreclosure Compliance at [ForeclosureCompliance@wellsfargo.com](mailto:ForeclosureCompliance@wellsfargo.com).

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## **Appendix H – FL Mediation**

### **FL Mediation Procedures April 27, 2009 (Updated 5/11/09)**

The 19<sup>th</sup>, 11<sup>th</sup> and 1<sup>st</sup> Administrative Orders utilize the Collins Center to coordinate mediation meetings between a borrower and lender. Below are procedures that should be followed by the attorney and loss mit.

#### **19<sup>th</sup> Circuit (Indian River, Martin, Okeechobee and St. Lucie Counties)**

#### **11<sup>th</sup> Circuit (Miami-Dade County)**

#### **1<sup>st</sup> Circuit (Walton, Okaloosa, Santa Rosa and Escambia)**

1. At the time of referral, process server will conduct a pre-suit property investigation to be completed within 10 days.
2. If 1<sup>st</sup> legal is to be delayed as a result of the process server inspection, The T70 step should be entered with an actual date and tied to the T01- 1<sup>st</sup> legal completed step.
  - a. For FHA loans, prior to 1<sup>st</sup> legal expiration please email the [FLAD@wellsfargo.com](mailto:FLAD@wellsfargo.com) to indicate 1<sup>st</sup> legal delay. (**It is very important that your firm email the FLAD mailbox for FHA loans where 1<sup>st</sup> legal will be delayed prior to the expiration date.**)
3. Based on information from the inspection, vacant or occupied, Form A will be filed and a deposit of \$750 will be made pursuant to the Administrative Order.
4. Form A will include the loss mit rep info provided by Wells. Attorney to contact the rep to confirm they have the authorization to settle the case. (In most cases, this form will need to be amended due to change in Loss Mit rep.)
5. Upon notice from the Collins Center that the borrower has been contacted and a mediation date is to be coordinated, the following steps will be taken:
  - a. If mediation is required, the attorney is to: Notification of the Conference
    - i. Attorney will cancel the conference if the loan is in active bankruptcy
    - ii. Attorney will notify WF of the Mediation Conference as soon as notified by emailing the notification to FCDAP@wellsfargo.com
    - iii. Attorney will update MSP with tracking steps.
  - b. K74 MEDIATION / CONFERNCE SCHD  
To be added as soon as the Mediation/Conference is scheduled, actual date will be populated with the date the conference is scheduled.
  - c. K75 MEDIATION / CONFERNCE CLSD  
To be added as soon as the Mediation/Conference is scheduled, actual date should be populated when all mediations/conferences have been held.  
Loss Mit will send the attorney the contact information of a negotiator: who will attend the mediation either telephonically or in person. From A to be amended with this contact info
  - d. If this is a Desktop referral, go to the File Transfer Form on the Tool Menu, add the FC\_Mediation\_Conference\_Direct\_Source or FC\_Mediation\_Conference\_InHouse\_Referred or FC\_Mediation\_Conference\_InHouse\_Non\_Referred process and complete the Mediation/Conference Scheduled DDF. This will automatically insert and complete the steps for you.
  - e. A letter should be sent to the borrower that includes the mediation date and financial affidavit...the letter will explain that to increase the likelihood of a successful settlement at mediation the financial information should be completed and forwarded back to our office as soon as possible but no later than one week before mediation. (Since the law does not require that the financial info should be sent before mediation, we will rely on your office to try and set timelines around this information to our borrower.)

6. We would like your office to be prepared to file motions to recover any advanced funds if the mediation is canceled by the borrower.

Wells Fargo will not be providing PSA unless it prohibits us from modifying a loan.

## **Appendix I – FL 12<sup>th</sup> Circuit Mediation**

### **FL- 12<sup>th</sup> Circuit (Manatee, Sarasota and Desoto Counties)**

#### **Mediation Procedures**

**6/05/09 (Revised 11/4/09)**

The 12<sup>th</sup> Circuit is not a tradition mediation program but promotes contact between lenders/servicers and borrowers. This is accomplished by sending a notice to the borrowers inviting them to participate in the Homestead Foreclosure Conciliation Program. If the borrowers contact the attorney, the attorney will schedule the conference and forward the date, time and contact info to loss mit.

1. Attorney will file the compliant
2. Attorney will attach a copy of the notice to complaint and serve. Once service is complete and occupancy has been determined. Attorney will send letter inviting borrower to the Homestead Foreclosure Conciliation Program. Letter will only be sent on owner occupied (will cover homestead) properties. The borrower will have to contact the attorney to state that they wish to participate.
3. The borrower has 45 days from the day the letter is sent to contact lender. (It is the responsibility of the borrower to make contact with the lender)
4. The FCL will be on hold during this 45 day period. Attorney is to insert the J80 Regulatory hold step with an actual date when the notice is sent and the J81 Regulatory resume step with a forecast date 45 days in advance of the J80 actual date.
5. If the borrower requests to participate in the Homestead Foreclosure Conciliation Program, attorney is to schedule a date and time with the borrower.
6. Once the date and time is scheduled, attorney is to email the FCDAP mailbox with the date and time of the call and any other pertinent information.
7. Loss mit must update VendorScape or Desktop to state the outcome of the call.
8. Once 45 days has expired, attorney will view VendorScape or Desktop (or view NOTS) to see what was the outcome, if no response attorney will complete affidavit, update J81 actual date and resume foreclosure.

## **Appendix J – OR Modification Request Form**

### ***OR- SB658- Effective September 26, 2009***

*SB 628 amends the form of Notice of Foreclosure to include a statement about the borrower's right to ask to modify the loan. A "Modification Request Form" must be included with the Notice of Foreclosure. The Modification Request Form must be returned to the address stated in the form within 45 days of the borrower receiving the Modification Request Form. The statute also requires the beneficiary or the beneficiary's agent to provide the trustee with an affidavit, which will state the beneficiary's loss mit efforts.*

### **Attorney Procedures**

1. Include with the Notice of Foreclosure a Modification Request Form.
2. Borrower must return this form to the attorney within 30 days of receipt.
  - a. The borrower can request a loan mod and/or;
  - b. Request a meeting with the lender.
3. Attorney will forward a copy of the Modification Request Form and loss mit affidavit to [FCDAP@wellsfargo.com](mailto:FCDAP@wellsfargo.com).
4. Attorney to follow up with the FCDAP Mailbox in 2 weeks to determine status and to obtain affidavit of loss mit efforts.
5. If no response, Attorney will send a 2<sup>nd</sup> request for the loss mit affidavit after 30 days to the FCDAP Mailbox and copy James.Cooke@wellsfargo.com on the request.
6. Upon expiration of the 45 days, attorney will send a 3<sup>rd</sup> request in the same manner as the 2<sup>nd</sup> request.

**\*\*If no response after the 3<sup>rd</sup> request, attorney will cancel the foreclosure for non compliance.**

### **Loss Mit Procedures**

1. Upon receipt of the Modification Request Form and/or borrower request for a meeting, loss mit rep will contact the borrower to discuss options and, if applicable, schedule a meeting by telephone (or conduct the meeting during the initial contact).
2. Loss mit will monitor the FCDAP mailbox for status request from the attorney and for the loss mit affidavit.
3. Loss mit is responsible for completion of the loss mit affidavit based on outcome of the customer contact.

**\*\* Affidavit must be returned to the attorney within 45 days of receipt or foreclosure could be terminated.**

## Appendix K– SC Administrative Order

### Mediation Procedures

In an effort to ensure the flow of information between Wells Fargo and the Attorney Network as required by the May 9<sup>th</sup> 2011 Administrative order, below are the preferred steps in communicating this process.

#### Foreclosure Attorney:

Upon notification of Borrower to request for Foreclosure Intervention:

1. Attorney will notify FCDAP via [FCDAP@wellsfargo.com](mailto:FCDAP@wellsfargo.com) upon notification of borrowers request for foreclosure intervention. In the subject line please state: **\*\*\*SC-Request for Foreclosure Intervention\*\*\* (Please include an executed copy of the foreclosure intervention notice in the email.)**
  - a. Attorney to upload a copy of the foreclosure intervention form to VendorScape
  - b. Financial Documents/Packages – All emails with financial documents attached should list in the subject line as **\*\*\*SC-FINANCIAL DOCUMENTS \*\*\***
2. Attorney will update Fidelity with tracking steps.
  - a. K74 MEDIATION / CONFERNCE SCHD .  
Actual date will be populated with the date the borrower executed the notice.
3. Mediation team to determine the borrower needs as indicated on the FCL intervention form and advise attorney as to what documentation is needed in order to complete loss mit review.
  - a. Mediation team is to ensure attorney is aware of any applicable timeframes required to be adhered with for receiving documentation.
4. Attorney is to request all documents needed from the borrower to facilitate a loss mit review and the applicable timelines for receiving documentation.
  - a. If documents are not received in a timely manner, attorney is to contact FCDAP mailbox to determine if loan has been denied or to determine the updated status.
5. Once documents are received, FCDAP will review and update weekly status report on the decision rendered.
  - a. If a loan mod is approved, FCL workstation will be suspended or removed. Communication will be sent via VendorScape and via weekly spreadsheet.
  - b. Any agreement will be communicated to the attorney in writing.
    - i. Short sale agreement or DIL, attorney is to place foreclosure on hold for 90 days and follow up via weekly spreadsheet to determine if agreement has been breached.
    - ii. Trial mod prior to 1<sup>st</sup> payment. Attorney is to stay foreclosure proceedings for 90 days and monitor progress via weekly spreadsheet.
    - iii. Trial mod after 1<sup>st</sup> payment, foreclosure will be suspended. Weekly spreadsheet will indicate if borrower breaches trial mod.
  - c. If the loan is denied, a denial letter will be sent to the borrower, status report will be updated and attorney should communicate the denial to the borrower.

**If the Foreclosure Intervention form was not returned to your firm within 30 days, perform the following:**

1. After the expiration of the 30 foreclosure intervention form please verify the status of Loss Mitigation by reviewing the LM1 screen.
  - a. If the LM screen is not active and has not been active within the last 30 days, please proceed with foreclosure
  - b. If the LMT screen has been active within the last 30 days
    - i. Review the LM denial to determine the reason for the denial
    - ii. If additional information is required, please contact the foreclosure case processor and request any additional information that is needed.
  - c. If the LMT1 screen is active, do not proceed.

\*\*\*\*\* VendorScape needs to be updated with any actions taken by the attorney\*\*\*\*\*

\*\*\*For Wells Fargo Financial files, please enter the K74 and K75 steps accordingly but contact the case processor instead of FCDAP\*\*\*

For any questions or concerns please contact

Nicole Miles-Todd- Project Manager Foreclosure at 803-396-4182 or [Nicole.S.Miles@wellsfargo.com](mailto:Nicole.S.Miles@wellsfargo.com)

James Cooke- Manager Loss Mitigation Mediation Team 803-396-7494 or [James.Cooke@wellsfargo.com](mailto:James.Cooke@wellsfargo.com)

## **Appendix L– NV Mediation**

### **NV Mediation Procedures**

The NV Mediation Election Program applies to any grantor or person who holds title of record and is the owner occupant of a residence as to which a notice of default and election to sell has been recorded on or before July 1, 2009. A form called the Election/Waiver of Mediation is sent by certified mail by the attorney to the borrower. The borrower has 30 days from mailing to respond by completing the form and mailing to the trustee and the administrator. Each party at that point has 10 days to deposit \$200 mediation fee to the administrator. Failure to do so can result in the non requirement of mediation. Loans where the NOD was filed prior to July 1, 2009 can request mediation if the lender agrees to participate.

### **Attorney Procedures**

1. Along with the Notice of Default and Election to Sell, attorney shall attach a copy of the Election/Waiver of Mediation Form to all owner occupied residences in NV.
  - a. For "contact information at the foreclosing lender who would have authority to negotiate a loan modification" the attorney should include the following;

Chandra Tafolla  
3476 Stateview Blvd,  
Ft Mill, SC, 29715  
1-800-662-5014

2. If the borrower responds by completing the Election request form and mailing it to the trustee and Mediation Administrator, then the attorney is the follow WF Mediation Procedures attached.
3. Within 10 of receipt of the borrowers election to mediation, both parties must deposit \$200 to the Mediation Administrator
  - a. The fee is non-recoverable
  - b. The mediation shall be schedule no later than 90 days after the Notice of Default and Election to Sell.
4. Attorney should send an email to advise the following departments of notification of mediation request;
  - a. [FCDAP@wellsfargo.com](mailto:FCDAP@wellsfargo.com) (loan modification package)
  - b. [SpecialtyResolutionteam@wellsfargo.com](mailto:SpecialtyResolutionteam@wellsfargo.com) (short sale value and BPO)
  - c. [DocOrderingHMEC@wellsfargo.com](mailto:DocOrderingHMEC@wellsfargo.com) (Certified Note, Deed, Affidavit)
  - d. The subject of the email should include:
    - i. NV mediation (deadline of when documents required)

**\*\*Due to timing issues, please do not wait until a date is scheduled for mediation. Please notify Wells as soon as possible at the contacts listed above.**

5. The body of the email should include a list of all documents needed, date of mediation and deadline of when documents are needed.
6. All completed documents will need to be forwarded to FCDAP mailbox prior to the deadline. FCDAP will be required to send a completed package to the attorney.
7. Default documents will be required to send a physical package but should send FCDAP a tracking number which is to be provided with the completed mediation package.

8. If your office experience with the Administrator's office administering certificates for files that did not opt into the NV Mediation program, please insert the following log code: **NVCERT (Loan Delayed due to NV Mediation Process)**.

### **Loss Mit**

1. Upon notification of mediation, Loss Mit should prepare and submit to the mediator under confidential cover a nonbinding proposal for resolving the foreclosure. Additionally, the beneficiary of the deed of trust shall, under confidential cover, provide to the mediator the evaluative methodology used in determining the eligibility or non- eligibility of the grantor or the person who holds the title of record for a loan modification.
2. FCDAP will be responsible for gather all documents to include short sale value, BPO/appraisal, Certified Note, Deed and affidavit required to complete a mediation package for the state of NV.

### **Default Docs**

1. Upon notification of mediation, review file for certified copies of note, deed and any endorsements/allonges.
2. If certified documents are not available, custodian file must be ordered, copies must be certified and sent to attorney. **\*\*Original documents should only be sent on an escalation basis.**
3. Default docs must send fed ex tracking number to FCDAP mailbox 7 days prior to mediation.

### **Short sale team**

1. The beneficiary of the deed of trust or its representative shall produce the most current and appropriate appraisals that it has with respect to the real property that is the subject of the notice of default and shall prepare an estimate of the "short sale" value of the residence that it may be willing to consider as a part of the negotiation if loan modification is not agreed upon.
2. The BPO and estimated value must be provided at least 7 days prior to mediation.

Escalation Request should go to the following:

Missing short sale value and or BPO-	Gwen Oberg
Missing Mediation package/negotiator-	James Cooke

## **Appendix M– Mediation Master Contact List**

\*If you are an attorney calling for a scheduled mediation, please first call 1-877-238-4898\*

If you are unable to reach a negotiator at the number listed above, contacts based on the investor are listed below.

Master List of Back-Up Contacts 6:00AM – 2:30PM

ASC/HCS/FHLMC/FHA Mediation

Kelton Washington (803)396-4124

[kelton.washington@wellsfargo.com](mailto:kelton.washington@wellsfargo.com)

Ann Cooper (803)396-6362

[ann.cooper@wellsfargo.com](mailto:ann.cooper@wellsfargo.com)

Erika Banks (803) 396-7574

[erika.banks@wellsfargo.com](mailto:erika.banks@wellsfargo.com)

B&P Mediation

Leah Schwartz (803) 396-7012

[leah.schwartz@wellsfargo.com](mailto:leah.schwartz@wellsfargo.com)

Susan Rowles (803)396-6762

[susan.rowles@wellsfargo.com](mailto:susan.rowles@wellsfargo.com)

Ann Cooper (803)396-6362

[ann.cooper@wellsfargo.com](mailto:ann.cooper@wellsfargo.com)

Erika Banks (803) 396-7574

[erika.banks@wellsfargo.com](mailto:erika.banks@wellsfargo.com)

Dual Lien Mediation

Stephanie Michael (414)214-4952

[stephanie.a.micheal@wellsfargo.com](mailto:stephanie.a.micheal@wellsfargo.com)

Jennifer Wenzel (414)214-4649

[jennifer.l.kingsfield@wellsfargo.com](mailto:jennifer.l.kingsfield@wellsfargo.com)

FHA Wells Owned Mediation

Susan Rowles (803)396-6762

[susan.rowles@wellsfargo.com](mailto:susan.rowles@wellsfargo.com)

Donald Johnson (803) 396-6428

[Donald.johnson@wellsfargo.com](mailto:Donald.johnson@wellsfargo.com)

FNMA Mediation

Leronne White – 803-396-7493

[Leronne.white@wellsfargo.com](mailto:Leronne.white@wellsfargo.com)

Liquidation Mediation ASC/HCS

Curtis Johnson (414) 214-9161

[curtis.johnson@wellsfargo.com](mailto:curtis.johnson@wellsfargo.com)

Eliza Melendez (414)214-4964

[eliza.melendez@wellsfargo.com](mailto:eliza.melendez@wellsfargo.com)

Kathy Rintelman (414)214-4953

[kathy.rintelman@wellsfargo.com](mailto:kathy.rintelman@wellsfargo.com)

Liquidation Mediation (Non ASC/HCS)

Paul Polenski (803) 396-7658  
[Paul.C.Polenski@wellsfargo.com](mailto:Paul.C.Polenski@wellsfargo.com)

Nevada Mediation  
Khrystal Gose (803)-396-4104  
[khrystal.d.gose@wellsfargo.com](mailto:khrystal.d.gose@wellsfargo.com)  
Susan Rowles (803)396-6762  
[susan.rowles@wellsfargo.com](mailto:susan.rowles@wellsfargo.com)  
Leah Schwartz (803) 396-7012  
[leah.schwartz@wellsfargo.com](mailto:leah.schwartz@wellsfargo.com)

Reverse Mortgage Mediation  
Jael Reevey (803) 396-7624  
[jael.d.reevey@wellsfargo.com](mailto:jael.d.reevey@wellsfargo.com)

VA Mediation  
William Peterson (803) 396-6493  
[william.peterson@wellsfargo.com](mailto:william.peterson@wellsfargo.com)  
Tomika McKinney (803) 578 8799  
[tomika.mckinney@wellsfargo.com](mailto:tomika.mckinney@wellsfargo.com)  
Sharon C. Smith (803)396-6212  
[sharon.c.smith@wellsfargo.com](mailto:sharon.c.smith@wellsfargo.com)

Wells Fargo Financial Mediation  
ASC Foreclosure Info WFF –  
[ASC.Foreclosure.Info.WFF@wellsfargo.com](mailto:ASC.Foreclosure.Info.WFF@wellsfargo.com)  
Please send notification through VendorScape or Desktop to the assigned processor.  
\*\*Please note mediations are attended by a representative of Wells Fargo Financial  
In the event of an escalated situation, contact ASC Foreclosure Info WFF@wellsfargo.com

Wells Owned Mediation  
Michelle D McIlwain (803) 396-6409  
[Michelle.D.McIlwain@wellsfargo.com](mailto:Michelle.D.McIlwain@wellsfargo.com)  
Jeanette Hess (803) 396-6998  
[jeanette.hess@wellsfargo.com](mailto:jeanette.hess@wellsfargo.com)

\*If you are an attorney calling for a scheduled mediation, please first call 1-877-238-4898\*  
If you are unable to reach a negotiator at the number listed above, contacts based on the investor are listed below.

#### Mediations Scheduled after 2:30 PM EST

ASC/HCS Mediation  
James Murdaugh (803) 396-7587  
[James.F.Murdaugh@wellsfargo.com](mailto:James.F.Murdaugh@wellsfargo.com)  
Corey Duncan (803) 578-8771  
[Corey.Duncan@wellsfargo.com](mailto:Corey.Duncan@wellsfargo.com)  
Vivian Hicks (803) 396-4113  
[vivian.y.hicks@wellsfargo.com](mailto:vivian.y.hicks@wellsfargo.com)

Nevada Mediation  
Phil Cargioli (803) 396-7508  
[Philip.Cargioli@wellsfargo.com](mailto:Philip.Cargioli@wellsfargo.com)  
Vivian Hicks (803) 396-4113  
[vivian.y.hicks@wellsfargo.com](mailto:vivian.y.hicks@wellsfargo.com)

Corey Duncan (803) 578-8771  
[Corey.Duncan@wellsfargo.com](mailto:Corey.Duncan@wellsfargo.com)

B&P Mediation  
Miranda McElroy (803) 396-4242  
[Miranda.A.McElroy@wellsfargo.com](mailto:Miranda.A.McElroy@wellsfargo.com)  
Phil Cargioli (803) 396-7508  
[Philip.Cargioli@wellsfargo.com](mailto:Philip.Cargioli@wellsfargo.com)

FHLMC Mediation  
Sabrina Douglas (803) 396-6053  
[Sabrina.Douglas@wellsfargo.com](mailto:Sabrina.Douglas@wellsfargo.com)  
Corey Duncan (803) 578-8771  
[Corey.Duncan@wellsfargo.com](mailto:Corey.Duncan@wellsfargo.com)

FNMA Mediation  
James Murdaugh (803) 396-7587  
[James.F.Murdaugh@wellsfargo.com](mailto:James.F.Murdaugh@wellsfargo.com)  
Vivian Hicks (803) 396-4113  
[vivian.y.hicks@wellsfargo.com](mailto:vivian.y.hicks@wellsfargo.com)  
Sabrina Douglas (803) 396-6053  
[Sabrina.Douglas@wellsfargo.com](mailto:Sabrina.Douglas@wellsfargo.com)

FHA Mediation  
Phil Cargioli (803) 396-7508  
[Philip.Cargioli@wellsfargo.com](mailto:Philip.Cargioli@wellsfargo.com)  
Miranda McElroy (803) 396-4242  
[Miranda.A.McElroy@wellsfargo.com](mailto:Miranda.A.McElroy@wellsfargo.com)  
James Murdaugh (803) 396-7587  
[James.F.Murdaugh@wellsfargo.com](mailto:James.F.Murdaugh@wellsfargo.com)

VA Mediations  
Lamarc Dawkins (803) 396-6212  
[Lamarc.A.Dawkins@wellsfargo.com](mailto:Lamarc.A.Dawkins@wellsfargo.com)

## **Appendix N – FL- Verification of Foreclosure Complaints**

On February 11, 2010, The Florida Supreme Court Task force ruled that any foreclosure complaints initiated in the state of FL must be verified by the lender/servicer.

In order to comply with this requirement, 3 of 4 of our foreclosure attorneys created secure web portals to deliver a copy of the complaint and declaration for signature. Non-Portal attorneys are emailing their complaints to a mailbox monitored by DOS.

### Procedures:

1. Attorney (Default Law and Marshal Watson) to upload copy of complaint and declaration to web portal for verification.
2. DOS staff logs into the web portals and monitors the web portals and the FL Declaration mailbox daily to verify complaints
3. After verifying the complaints, DOS signs the declaration and sends the declarations via overnight mail to applicable attorney's office.
4. Attorney files complaint with attached verification forms.

### Secure Web portal address

FL Default Law-

<https://extranet.defaultlawfl.com/Default.aspx>

Marshal Watson's web portal

<http://cms.marshallwatson.com/>

Non-Portal Attorneys-

Email copy of Complaint, supporting documentation (Note and Mortgage), and Declaration to  
[FLDeclarations@wellsfargo.com](mailto:FLDeclarations@wellsfargo.com)

## **Appendix O –CT Standing Orders** (Effective September 1, 2010)

On August 4, 2010 the CT Superior Court issued a standing order to ensure no foreclosure proceeding is initiated unless the borrower has had an opportunity to apply for relief under a federal loss mitigation program. Any foreclosures pending as of September 1, 2010 where Judgment has not yet entered must have the Affidavit Federal Loss Mitigation Programs executed and filed with Court. Also any foreclosure matters as of September 1, 2010 which previously had Judgments of Foreclosure By Sale entered but which Sales have not yet been approved by the Court must have the Affidavit Federal Loss Mitigation Programs executed and filed with Court. Going forward, all foreclosure complaints filed on or after September 1, 2010 must be accompanied by a fully executed Federal Loss Mitigation Affidavit.

### Procedures

1. Once file is referred, attorney to prepare Federal Loss Mit Affidavit and send to Default Doc mailbox at ForeclosureCompliance@wellsfargo.com
2. Default Docs will print Federal Loss Affidavit and code Fidelity with the log code FCREGA – Foreclosure Regulatory Affidavit to acknowledge receipt of the affidavit.
3. Affidavits will be sent to Foreclosure for execution within 24 hours of receipt.
4. The Fort Mill Foreclosure Loss Mitigation Affidavit team will be executing the affidavits.
5. Foreclosure to return the executed documents within 24 hours of receipt to Default Docs.
6. Default Docs is to image the executed affidavits and send to the applicable attorney.
7. If the Foreclosure is delayed due to this requirement, firm will use the J80 Regulatory Hold step and the J81 Regulatory Resume step to track the delay.

## Appendix P – VA Appraisal Ordering Process

- **Attorney:** To ensure accurate ordering of VA Appraisals, your office must follow the step-by-step VA Appraisal Ordering process guide provided below. This will ensure that all VA Appraisals are ordered in accordance with WFHM guidelines:
  - 45 days prior to sale, order VA appraisal through the VA Appraisal system utilizing “SAP” Appraisal type and Servicer ID number 3300020000.
  - **\*\*Please note\*\* If a sale can be set within 45 days of referral, order the appraisal at the time of referral.**
  - Input U18, ORDER VA APPRAISAL, step with actual date at time of order. This will automatically complete the step.
  - Follow up with the VA Appraiser beginning 10 days after placing order to ensure completion.
  - Once completed insert the U09, VA APPRAISAL COMPLETED, step with the actual date.

**\*\*Please Note\*\*** The required steps can be added through VendorScape. Under Task, choose “Add” then “Production Task – Received VA Appraisal”. When adding the event in VendorScape the U09 – VA Appraisal Completed will automatically be placed into MSP.

In Desktop, complete the Order VA Appraisal event. This will automatically add and complete the U18 step. Once the appraisal has been received, complete the VA Appraisal Received event. This will automatically complete the U09 step.

### Step-by-Step VA Appraisal Ordering Process Guide

- Access webLGY link ([vip.vba.va.gov](http://vip.vba.va.gov))
- **PAGE 1:** (Request Appraisal/ LIN Only) (Exhibit A)
  - Click “Request Appraisal Link”
- **PAGE 2:** (Request Appraisal) (Exhibit B)
  - Select Appraisal Type
    - Go to Liquidation Appraisal
    - Select SAP - - Servicer Appraisal Processing Loans

Once you click on the circle next to SAP, the information below will appear (Exhibit C)

- Please Select a Role:
  - Select Servicer
- Loan Number
  - Insert VA Case Number
- Social Security Number
  - Veteran’s Social Security Number
  - If error received:
    - Re-validate the SSN and resubmit
    - Contact the Regional Loan Center (Loan Administration Department)
      - If Regional Loan Center is not able to provide guidance, contact your liaison
- Validate Appraisal Type
- SAP—Servicer Appraisal Processing Loans should be selected

- If not, change to SAP at this time
- Click Submit

**NOTE: If any selection other than SAP is made, this may cause a delay in issuing the NOV, thus delaying the overall foreclosure timeframe. Your office will be held accountable for any additional fees or costs as a result of these delays.**

- **PAGE 3: (Property Information Page) (Exhibit D)**

- Validate Property Address
  - Should match the property address received with the referral
    - If accurate, select "valid"
    - If inaccurate, select "invalid"
      - If Address is invalid, mark invalid box and click submit. This will take you back to the Request Appraisal/LIN only page and instruct you to contact the Regional Loan Center to have the address corrected. Below is a list of each Regional Loan Center, phone #'s and email address's

- **Page 4: (Request Single Property Appraisal: SAP case) (Exhibit E1 – E7)**

- Fill in all applicable sections (use matrix below)
- Validate all information BEFORE clicking SUBMIT
  - 1805 form will appear

<b>Request Single Property Appraisal Matrix</b>	
<b>Box Name</b>	<b>Action Required</b>
<b>BOX 1: Requestor Information (Exhibit E1)</b>	
• Requestor Identification	• Servicer
• Requestor Identification Number	• 3300020000 (Required for every Wells Fargo File)
• Sponsor Indicator	• N/A
• Sponsor Identification Number	• N/A
• Requestor Phone Number , Extension, Name	<ul style="list-style-type: none"> <li>• Requestor Phone Number: Person(s) from attorney's office ordering the appraisal.</li> <li>• Extension: Person(s) from attorney's office extension, where applicable</li> <li>• Name: Full name of person, at the attorney's office, ordering the appraisal</li> </ul>
• Email Address	• Person from the attorney's office that ordered the appraisal
<b>BOX 2: Person Authorizing this Request (Exhibit E2)</b>	
• Name	• Person ordering the appraisal OR the person the firm has provided delegated authority
• Title	• N/A
• Phone Number	• Person authorizing the request (This should not be a Wells Fargo number)

<b>BOX 3: Property Information (Exhibit E3 split in 2 screens)</b>	
• Condo Appraisal	• N/A
• Manufactured Home Liquidation	• If a manufactured home, select "yes", if not, select "no"
• Property Address	• Verify all data (Street Number – County)
• Legal Description of Property	• Insert legal description, if legal description is not available, use PARCEL ID
• Title Limitation and Restrictive Covenants	• N/A
<b>BOX 4: Firm or Person Making Request/Application (Exhibit E4)</b>	
• Name	• Law Firm Name
• Address	• Law Firm Address
• City	• Law Firm City
• State	• Law Firm State
• Zip	• Law Firm Zip Code
<b>BOX 5: Applicable Lender Point of Contact (Exhibit E5)</b>	
• Name	• VA App Inquiry
• Work Phone Number	• (803) 396-6809
• E-Mail	• <a href="mailto:vaappinquiry@wellsfargo.com">vaappinquiry@wellsfargo.com</a>
<b>BOX 6: Owner Information (Exhibit E6)</b>	
• First Name	• First name of homeowner
• Middle Initial	• N/A
• Last Name	• Last name of homeowner
• Address	• N/A
• City	• N/A
• State	• N/A
• Zip	• N/A
• Phone Number	• Phone # of homeowner –If unavailable – place (222) 222-2222 and make note in the email/fax that you send to the VA appraiser
<b>BOX 7: Property Facts (Exhibit E7)</b>	
• Property Occupancy	• Occupied by owner, occupied by tenant or Vacant – Choose what is stated in VendorScape or Desktop/PIR1
• Refunding indicator	• N/A
• Broker Name	• If loan is a short sale, place the broker name in Box (Attorney's, this is not required)
• Phone Number	• Phone number of Broker or Broker's office (Attorney's, this is not required)
• Keys Location Address	• N/A
• Phone number	• N/A
• Building Information	• N/A
• Number of Living Units	• 1 Family unit, unless known different

• Street Access	• Leave as "Public"
• Street Maintenance	• Leave as "Public"
• Sales Date	• If actual F/C date has been set, enter date

- **Submit (Exhibit E8)**
  - Once all information has been placed and verified as correct, click the submit button on the bottom of the page. Your 1805 VA appraisal order form will generate

**The VA appraiser should email and fax all information below (See exhibits F and G) and a copy of the 1805 should be attached with each. The VA appraiser's name and all contact information will be in box 41 on the 1805.**

- **PAGE 5a (1805 Form) (printing to Adobe) (Exhibit F)**
  - Print 1805 form to Adobe
  - Save to desktop or email directly from the adobe 1805 copy
  - Once printed, email a copy of the 1805 and all stated information below in **Exhibit F** to the VA appraiser
- **Page 5b (1805 form) (Printing paper copy of Faxing) (Exhibit G)**
  - Print a paper copy of the 1805
  - Use the fax cover sheet provided (Exhibit H) and provide all data
  - Fax a copy of the 1805 and the cover sheet to the VA Appraiser.
  - Fax # is located in BOX 41 within the 1805
- **Information required to be sent to the VA Appraiser**
  - Subject line should state "**New VA SAP Liquidation Appraisal VA case # xx-xx-x-xxxxxxx**"
  - Body of Email should have all information
    - Homeowner's Name
    - Phone # (if applicable, if a phone # is not available, state "Phone # for the homeowners is not available")
    - **This statement should be in each email/fax sent to the appraiser**
      - If additional information is required by the appraiser, the VA appraiser should email or call the contact information in box 29 on the 1805
    - **This statement should be in each email/fax sent to the appraiser**
      - If the subject property is occupied and 3 attempts to gain interior access can be documented, an exterior inspection can be completed. If you feel the property is vacant (with the exception of Florida) an interior inspection must be completed unless written permission from your Regional Loan Center has been obtained. Should you require interior access, please refer to box 29 in the 1805 for all contact information
    - **This statement should be in each email/fax sent to the appraiser**
      - Once the report is completed, upload your report into the WEBLGY VA system. Include a copy of your invoice with your report (per VA guidelines). Once your report has been reviewed and the NOV has been issued, a copy of your invoice will be sent to the proper department for processing. Please allow 20 business days to receive a check. At this time, there is no need to email a copy of your invoice to Wells Fargo
    - **This statement should be in each email/fax sent to the appraiser**
      - Should you require guidance in completing your report, Please contact your Regional Loan Center
- Should the Attorney's office require assistance during the process, they should contact their Liaison.

## Email Addresses and Phone #'s to each Regional Loan Center

- **Atlanta** – Georgia, N and S Carolina, Tennessee
  - [316lgycnv@vba.va.gov](mailto:316lgycnv@vba.va.gov)
  - 888-768-2132
- **Cleveland** – Delaware, Indiana, Michigan, New Jersey, Ohio, Pennsylvania
  - [325cnv@vba.va.gov](mailto:325cnv@vba.va.gov)
  - 800-729-5772
- **Denver** – Alaska, Colorado, Idaho, Montana, Oregon, Utah, Washington, Wyoming
  - [39/va262@vba.va.gov](mailto:39/va262@vba.va.gov)
  - 888-349-7541
- **Honolulu** – Hawaii
  - No email
  - 808-433-0480
- **Houston** – Arkansas, Louisiana, Texas, Oklahoma
  - [cv49.vbahou@va.gov](mailto:cv49.vbahou@va.gov)
  - 888-232-2571
- **Manchester** – Connecticut, Massachusetts, Maine, New York, Rhode Island, Vermont
  - [nh\\_appr@vba.va.gov](mailto:nh_appr@vba.va.gov)
  - 800-827-6311
- **Phoenix** – Arizona, California, Nevada, New Mexico
  - [vavbapho/ro/cvgc@vba.va.gov](mailto:vavbapho/ro/cvgc@vba.va.gov)
  - 888-869-0194
- **Roanoke** – Washington DC, Kentucky, Maryland, Virginia and W. Virginia
  - [vavbaroa/ro/cv@va.gov](mailto:vavbaroa/ro/cv@va.gov)
  - 800-933-5499
- **St. Paul** – Illinois, Iowa, Kansas, Minnesota, Missouri, Nebraska, N and S Dakota, Wisconsin
  - [vaappraisal.stpaul@va.gov](mailto:vaappraisal.stpaul@va.gov)
  - 800-827-0611
- **St. Petersburg** – Alabama, Florida, Mississippi
  - [fl/homeloan@vba.va.gov](mailto:fl/homeloan@vba.va.gov)
  - 888-611-5916

## Exhibit A

The screenshot shows the WebLGY interface with a dark blue header bar. The top right corner displays the user's name, JACOB ELAND, and the date, January 13, 2011. The main content area is titled "SAR WorkSpace". On the left, there is a sidebar titled "Recently Accessed Loans" listing various loan numbers and names. The central workspace contains several links under categories like "Eligibility Links" and "Useful LIN Lists". At the bottom, there is a search form for "LIN Inquiry" with fields for "LIN\*" and "Advanced Search". The URL in the address bar is https://weblgy.vba.va.gov/WebLGY/RequestAppraisalLanding.do.

## Exhibit B

The screenshot shows the "Request Appraisal" screen. The title bar says "Request Appraisal". The main content area is titled "Request Appraisal/LIN Only". It includes a note about the function and required fields. Below this, there are two sections: "Select Appraisal Type \*" and "Origination Appraisals". The "Select Appraisal Type \*" section has a radio button for "LAPP -- Lender Appraisal Processing Loans" and another for "IND -- Individual CRV". The "Origination Appraisals" section has a note about IRRRL loans and radio buttons for "LGI -- Liquidation of a VA Guaranteed Loan" and "SAP -- Servicer Appraisal Processing Loans". A "Submit" button is at the bottom. The URL in the address bar is https://weblgy.vba.va.gov/WebLGY/RequestAppraisalLanding.do.

## Exhibit C

WebLGY - VA Loan Guaranty System

WebLGY

11.1.1

HOME LOAN ▾ ELIGIBILITY ▾ CONTACT RLC

This function assigns a loan number and appraiser to a single property case. Liquidation cases can be initiated with this screen.  
Required/Mandatory Fields are denoted with \*

**Select Appraisal Type \***

**Origination Appraisals**  
\* If this request is for an Interest Rate Reduction Refinancing (IRRRL) loan, obtain a new VA loan number with the order IRRRL function.  
A VA appraisal is not required for an IRRRL loan.

LAPP -- Lender Appraisal Processing Loans  
 IND -- Individual CRV

**Liquidation appraisals**  
 LGI -- Liquidation of a VA Guaranteed Loan  
 SAP -- Servicer Appraisal Processing Loans

Please Select a Role: \* Servicer

Loan Number \*

Social Security Number \*

Submit

Español | VA Forms | Facilities Locator | Contact the VA | Frequently Asked Questions (FAQs)

Done Internet 100%

WebLGY - VA Loan Guaranty System

WebLGY

11.1.1

HOME LOAN ▾ ELIGIBILITY ▾ CONTACT RLC

JACOB ELAND  
January 17, 2011

Request Single Property Appraisal: SAP Case

**Property Information**

**Property Address**

Street Number 114

Street Name BALDWIN BOULEVARD

City SHIPPENSBURG

State PA

Zip 17257

County CUMBERLAND

Valid  Invalid

Submit

### Exhibit E1

**1. Requester Information**

Requester Identification*	Servicer <input type="button" value="▼"/>
Requester Identification Number*	<input type="text"/>
Sponsor Indicator	Servicer <input type="button" value="▼"/>
Sponsor's Identification Number	<input type="text"/>
(Can not have both Requester and Sponsor as Servicer) (Required if Requester is NON-LAPP Approved)	
Institution's Case Number	<input type="text"/>
Requester Phone Number, Extension, Name *	<input type="text"/>
(Please provide full 10-digit phone number followed by the Requester's last name)	
E-mail Address *	JACOB.M.ELAND@WELLSFARGO
(Address where notification will be sent when Appraisal Report is available)	

## Exhibit E2

**2. Person Authorizing This Request**

Name *	<input type="text"/>
Title	<input type="text"/>
Phone Number*	<input type="text"/> <input type="text"/>

**3. Property Information- verifyAddress**

## Exhibit E3 (Split in 2 separate screen)

**3. Property Information- verifyAddress**

**Condo Appraisal?**  
 Note: Condo must be approved for VA financing purposes prior to loan closing. Please enter condo name to search our database for VA Approved Condo

Condo ID	<input type="text"/>
Condo/PUD Builder	
Manufactured Home	No <input type="button" value="▼"/>
Liquidation *	<input type="text"/>

Manufactured Home Liquidation *	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes
<b>Property Address</b>	
Street Number	114
Address One Text	BALDWIN BOULEVARD
Address Two Text	
City	SHIPPENSBURG
State	PA
Zip	17257
County	CUMBERLAND
Legal Description of the Property *	<input type="text"/>
Title Limitations and Restrictive covenants	<input type="text"/>

#### Exhibit E4

<b>4. Firm or Person Making Request/Application</b>	
Name	<input type="text"/>
<b>Address</b>	
Address One Text	<input type="text"/>
Address Two Text	<input type="text"/>
City	<input type="text"/>
State	<input type="text"/> <input type="button" value="▼"/>
Zip	<input type="text"/> - <input type="text"/>
<b>5. Applicable Lender Point of Contact(POC)</b>	

#### Exhibit E5

<b>5. Applicable Lender Point of Contact(POC)</b>	
Name *	<input type="text"/>
Work Phone Number *	<input type="text"/> <input type="text"/>
E-mail *	<input type="text"/>
<b>6. Owner Information</b>	

#### Exhibit E6

## 6. Owner Information

First Name *	<input type="text"/>
Middle Initial	<input type="text"/>
Last Name *	<input type="text"/>
<b>Address</b>	
Address One Text	<input type="text"/>
Address Two Text	<input type="text"/>
City	<input type="text"/> <small>Owner City</small>
State	<input type="text"/> <small>▼</small>
Zip	<input type="text"/> - <input type="text"/>
Phone Number	<input type="text"/>

## 7. Property Facts

### Exhibit E7

#### 7. Property Facts

Property Occupancy *	<input type="text"/> Occupied By Owner <small>▼</small>
Refunding Indicator	<input type="text"/> No <small>▼</small>
<b>Broker</b>	
Name	<input type="text"/>
Phone Number	<input type="text"/>
<b>Keys Location</b>	
Address	<input type="text"/>
Phone Number	<input type="text"/>
<b>Building Information</b>	
Number of Buildings	<input type="text"/>
Number of Living Units *	<input type="text"/> 1 Family Unit <small>▼</small>
Street Access	<input type="text"/> Public <small>▼</small>
Street Maintenance	<input type="text"/> Public <small>▼</small>
Sales Date	<input type="text"/> <small>(mm/dd/yyyy)</small>

## **Exhibit E8**

Certification For Submissions To VA

On receipt of "Notice of Value" or advice from the Department of Veterans Affairs that a "Notice of Value" will not be issued, we agree to forward to the appraiser the approved fee which we are holding for this purpose.

WARNING: Warning: Section 1010 of Title 18, U.S.C. provides: "Whoever for the purpose of ...influencing such Administration ...makes passes, utters or publishes any statement knowing the same to be false...shall be fined not more than \$5,000 or imprisoned not more than two years or both.

**Submit**    **Reset**

---

[Español](#) | [VA Forms](#) | [Facilities Locator](#) | [Contact the VA](#) | [Frequently Asked Questions \(FAQs\)](#)  
[Privacy Policy](#) | [Web Policies & Important Links](#) | [Annual Performance and Accountability Report](#)

## **Exhibit F**

To... [VAAPPRASER@Appraiseremail.com](mailto:VAAPPRASER@Appraiseremail.com)

Send

Cc...

Subject: New VA SAP Liquidation Appraisal VA case # xx-xx-x-xxxxxxx

Y 1 2 3 4 5 6 7 8 9 10 11 12 W

- Homeowner's Name|
- Phone # (if applicable, if a phone # is not available, state "Phone # for the homeowners is not available")
- If additional information is required by the appraiser, the VA appraiser should email or call the contact information in box 29 on the 1805
- If the subject property is occupied and 3 attempts to gain interior access can be documented, an exterior inspection can be completed. If you feel the property is vacant (with the exception of Florida) an interior inspection must be completed unless written permission from your Regional Loan Center has been obtained. Should you require interior access, please refer to box 29 in the 1805 for all contact information
- Once the report is completed, upload your report into the WEBLGY VA system. Include a copy of your invoice with your report (per VA guidelines). Once your report has been reviewed and the NOV has been issued, a copy of your invoice will be sent to the proper department for processing. Please allow 20 business days to receive a check. At this time, there is no need to email a copy of your invoice to Wells Fargo
- Should you require guidance in completing your report, Please contact your Regional Loan Center

## **Exhibit G**

**Fax**

# New VA Appraisal

**To:** VA Appraiser  
office name

**From:** Attorney's

**Fax:** VA Appraiser's fax #  
fax #

**Fax:** Attorney's

**Phone #:** VA appraiser's phone #  
Attorney's main office #

**Phone #:**

**Subject:** New VA SAP Liquidation Appraisal VA case # xx-xx-x-xxxxxxx

**Date:**

- Homeowner's Name
- Phone # (if applicable, if a phone # is not available, state "Phone # for the homeowners is not available")
- If additional information is required by the appraiser, the VA appraiser should email or call the contact information in box 29 on the 1805
- If the subject property is occupied and 3 attempts to gain interior access can be documented, an exterior inspection can be completed. If you feel the property is vacant (with the exception of Florida) an interior inspection must be completed unless written permission from your Regional Loan Center has been obtained. Should you require interior access, please refer to box 29 in the 1805 for all contact information
- Once the report is completed, upload your report into the WEBLGY VA system. Include a copy of your invoice with your report (per VA guidelines). Once your report has been reviewed and the NOV has been issued, a copy of your invoice will be sent to the proper department for processing. Please allow 20 business days to receive a check. At this time, there is no need to email a copy of your invoice to Wells Fargo

**Should you require additional assistance in completing your appraisal report, please contact your Regional Loan Center**

## **Appendix Q – Lien Release Requests/ Subordinations**

### **Lien Release Requests**

- Wells Fargo Home Mortgage and Wachovia Mortgage release requests should be submitted via fax to 866-278-1179. A phone number to contact for follow up is 800-572-3358. Standard processing timeframes are approximately 20 business days.
- Wells Fargo Home Equity line release requests should be faxed to 866-359-9195 Attn: Billings Paid Loan Research. A phone number for follow up is 866-255-9102
- Wells Fargo Financial lien release requests should be faxed to 877-536-5411. Follow up phone number is 800-346-3009.
- Wachovia Commercial Loan lien release requests should be faxed to 704-427-6383, Attn: Commercial Paid Loan Processing
- Wachovia Home Equity line release requests should be requested from their lien release research department. There is not an available fax number to submit, however, below is the address and phone number to contact them:

Wachovia Bank  
Lien Release Research  
7711 Plantation Rd  
MAC Code R4058-030  
Roanoke, VA 24019  
Phone: 800-669-8887

- Wachovia Construction Loan lien release requests for the state of FL should be submitted via fax to 866-890-1334. Follow up phone number is 866-890-1333.
- Wachovia Construction Loan lien release requests for the state of VA should be requested from their lien release research department. There is not an available fax number to submit, however, below is the address and phone number to contact them:

Wachovia Bank  
Lien Release Research  
7711 Plantation Rd  
MAC Code R4058-030  
Roanoke, VA 24019  
Phone: 800-669-8887

### **Subordination/Position Change Requests**

- Upon receipt of the title search,, if you identify an outstanding WF/Wachovia lien that has a balance and needs to be subordinated, please proceed with the following:

- a. Complete the Wells to Wells subordination checklist (Please see Page 3 of Appendix R)
- b. Please ensure the title search that will be attached is current (within 6 months)
- c. The following documents need to be attached with the checklist: HUD-1 from origination of the loan that should be in first position, the recorded mortgage or DOT for the WFHM lien, and the above mentioned title search.
- d. The Subordination/Positions Changes group will prepare/execute the subordination agreement. Sending a subordination agreement already prepared will not expedite the process.
- e. The \$100 fee is not applicable on Wells to Wells subordinations
- f. Ensure that you complete the shipping account information so the completed checklist can be sent to your attention for recording.
- g. The 1<sup>st</sup> Lien information at the bottom, should include the loan information for the lien that should be in first position. A detailed explanation needs to be included as well.

## Wells Fargo Position Change Request Checklist



Please thoroughly complete all sections and attach the requested forms. The following items **must** be included in your Request:

- **Completed Position Change Checklist:**
  - Include an explanation as to why a position change is needed.
  - FEDEX or UPS Account Number is **required** for shipping.
- **PRELIMINARY TITLE REPORT.** Must show vesting, legal description, eff. date & our recorded lien(s).
- **Recorded copies of the Deed of Trust or Mortgage:** if available for both loans showing recording information, vesting, property address, loan amounts, deed dates and Trustee and Beneficiary.
- Any additional documents supporting the original refinance transaction (if available):
  - **Completed FNMA Form 1003 - UNIFORM RESIDENTIAL LOAN APPLICATION.**
  - **Completed FNMA Form 1008 - UNDERWRITING TRANSMITTAL FORM.**
  - **Completed FNMA Form 1004/1073 - UNIFORM RESIDENTIAL APPRAISAL REPORT.**
  - **Income documentation** – W2 / Paystubs / Award Letters / Self Employed borrowers will typically require 2 years personal and business tax returns including all schedules.

Although not initially requested, the underwriter may require additional items. Incomplete requests submissions may cause processing delays and may be declined. Please DO NOT mail or Fed Ex packages. Fax all documents to the Specialty Underwriting Department at (866) 238-6875. Please call (866) 232-5697 for status updates.

### Wells Fargo Home Equity Account Information

WF HE Account # \_\_\_\_\_

Borrower 1 \_\_\_\_\_ WF Emp?

Pending Foreclosure  Yes  No

Borrower 2 \_\_\_\_\_ WF Emp?

Request Part of 2MP  Yes  No

### Requestor Information

Please indicate who to contact for additional information and approval notification.

Department \_\_\_\_\_

Name \_\_\_\_\_

Street \_\_\_\_\_

City \_\_\_\_\_ St \_\_\_\_\_ Zip \_\_\_\_\_

Email \_\_\_\_\_

Phone \_\_\_\_\_ Ext \_\_\_\_\_

Cell \_\_\_\_\_ Fax \_\_\_\_\_

AU (required) \_\_\_\_\_

Shipping Account Number (required): \_\_\_\_\_ Billing Zip Code: \_\_\_\_\_

FEDEX  UPS  Prepaid Shipping Label Included

### 1<sup>st</sup> Lien Information

Amount \_\_\_\_\_ Date Recorded \_\_\_\_\_ Account Number \_\_\_\_\_

1<sup>st</sup> Mortgage Lender, as it should appear on the agreement. \_\_\_\_\_

Please provide a detailed description of your request. \_\_\_\_\_

Page 1 of 1

New First Mortgage Modification is part of HAMP? (Homeowners Affordability Modification Program)		Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Rate Lock Expiration Date	Refi Fees > 6% of Original Mortgage Amount?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Rate / Term Refinance?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> If Cash Out, Purpose	

Section 5 – New Loan Terms – Benefit to Borrower		
A clear statement indicating how borrower is improving their financial position (i.e., getting out of Neg AM/Option ARM, moving to fixed rate, reducing mortgage payment, terms, rate of old 1 <sup>st</sup> Mortgage, etc.) is required.		
Benefit to Borrower	EXISTING	NEW
Provide existing and new information for the following:		
First Mortgage P&I Payment Amt:		
Rate:		
Product Type (i.e. fixed, 3 yr arm, neg am, 5 yr balloon etc):		
Terms:		

Section 6 – Closing Agent Information		
Approved Subordination Agreements can be sent directly to the Closing Agent via courier. Please provide the following information:		
Company Name		
Escrow/File Number	Telephone Number	
Closing Agent Name	Fax Number	
Street Address (City, State, Zip)		
Email Address		

Section 7 – Shipping Information		
Please provide your FEDEX or UPS shipping account number:		
FEDEX: _____	UPS: _____	
<b>NOTE:</b> If shipping information is not provided, your documents will be sent via standard US mail.		

Thank you for your assistance in making the Subordination Process as efficient and timely as possible. Please allow a minimum of 25 Business days for processing of a Subordination Agreement. For Subordination status or any changes to your submitted request, please contact Home Equity Group Customer Service at (866) 232-5697.

## Appendix R – Escalated Foreclosure Contacts

Areas Handled	Contact	Supervisor
Losses and Investor Audits	Losses-Amanda Fazio Email: <a href="mailto:Amanda.S.Fazio@wellsfargo.com">Amanda.S.Fazio@wellsfargo.com</a> Phone: (803) 370-6025  Audits-Sonya Taylor Email: <a href="mailto:Swething@wellsfargo.com">Swething@wellsfargo.com</a> Phone: (803) 396-6433	Yolanda Williams Email: <a href="mailto:Yolanda.Williams@wellsfargo.com">Yolanda.Williams@wellsfargo.com</a> Phone: (803) 396-6890
Rescissions, 55F, Reinstatements, Personal Checks, and Data 19	Rescissions-Samone Williams Email: <a href="mailto:Samone.Williams@wellsfargo.com">Samone.Williams@wellsfargo.com</a> Phone: (803) 396-6834  All Other Areas-Sonya Johnson Email: <a href="mailto:Sonya.Johnson@wellsfargo.com">Sonya.Johnson@wellsfargo.com</a> Phone: (803) 396-7565	Stacey Gallagher Email: <a href="mailto:Stacey.Gallagher@wellsfargo.com">Stacey.Gallagher@wellsfargo.com</a> Phone: (803) 396-4258
Audits and Attorney Audits		Ashleigh Jackson Email: <a href="mailto:Ashleigh.J.Jackson@wellsfargo.com">Ashleigh.J.Jackson@wellsfargo.com</a> Phone: (803) 370-4049
Equity Analysis and Charge Offs	Steven Patrick Email: <a href="mailto:Steven.M.Patrick@wellsfargo.com">Steven.M.Patrick@wellsfargo.com</a> Phone: (803) 396-6233	Kevin Marks Email: <a href="mailto:Kevin.Marks@wellsfargo.com">Kevin.Marks@wellsfargo.com</a> Phone: (803) 396-7431
Wells Fargo Financial (WFF)		Ashleigh Jackson Email: <a href="mailto:Ashleigh.J.Jackson@wellsfargo.com">Ashleigh.J.Jackson@wellsfargo.com</a> Phone: (803) 370-4049
Wells Fargo Home Equity (WFHE)	Nathan Remington Email: <a href="mailto:Nathan.Remington@wellsfargo.com">Nathan.Remington@wellsfargo.com</a> Phone: (952) 562-1834  Tim Engle Email: <a href="mailto:Tim.Engle@wellsfargo.com">Tim.Engle@wellsfargo.com</a> Phone: (952) 562-1829	Liquenda Allotey Email: <a href="mailto:Liquenda.Allotey@wellsfargo.com">Liquenda.Allotey@wellsfargo.com</a> Phone: (952) 562-1802
Escalated HAMP Certification/Status	<a href="mailto:HAMPPresale@wellsfargo.com">HAMPPresale@wellsfargo.com</a>	Matthew Depolo Email: <a href="mailto:Matthew.Depolo@wellsfargo.com">Matthew.Depolo@wellsfargo.com</a> Phone: (803) 835-9219
Pre-Judgment Affidavits	<a href="mailto:Judgment.Affidavit@wellsfargo.com">Judgment.Affidavit@wellsfargo.com</a>	Debbie Franklin Email: <a href="mailto:Debbie.Franklin@wellsfargo.com">Debbie.Franklin@wellsfargo.com</a> Phone: (704) 374-6080
Post Judgment Affidavits	<a href="mailto:Doc.Execution@wellsfargo.com">Doc.Execution@wellsfargo.com</a>	Judy Thompson Email: <a href="mailto:Judith.Thompson@wellsfargo.com">Judith.Thompson@wellsfargo.com</a> Phone: (714) 571-2364
PA Reassessment Affidavits	<a href="mailto:FCDocumentExecutionEscalation@wellsfargo.com">FCDocumentExecutionEscalation@wellsfargo.com</a> (include PA Reassessment Affidavit in the subject line of the email)	
Non-Figure Affidavits and Misc. Affidavits	<a href="mailto:Affidavitsdoc@wellsfargo.com">Affidavitsdoc@wellsfargo.com</a>	Amy Cahall Email: <a href="mailto:Amy.C.Cahall@wellsfargo.com">Amy.C.Cahall@wellsfargo.com</a> Phone: (803) 396-6674

Escalated Foreclosure Contacts (Continued)		
Deeds	<a href="mailto:Deeddoc@wellsfargo.com">Deeddoc@wellsfargo.com</a>	Amy Cahall Email: <a href="mailto:Amy.C.Cahall@wellsfargo.com">Amy.C.Cahall@wellsfargo.com</a> Phone: (803) 396-6674
Assignments	<a href="mailto:FDAssignmentDesk@wellsfargo.com">FDAssignmentDesk@wellsfargo.com</a>	Molly Bejblik Email: <a href="mailto:Molly.M.Bejblik@wellsfargo.com">Molly.M.Bejblik@wellsfargo.com</a> Phone: (651) 605-7612  Sarah Pierce Email: <a href="mailto:Sarah.A.Pierce@wellsfargo.com">Sarah.A.Pierce@wellsfargo.com</a> Phone: (651) 605-3717  Thresa A. Russell Email: <a href="mailto:Thresa.A.Russell@wellsfargo.com">Thresa.A.Russell@wellsfargo.com</a>
Substitution of Trustee (SOT)	<a href="mailto:SOTdoc@wellsfargo.com">SOTdoc@wellsfargo.com</a>	Antonio Melendez Email: <a href="mailto:Antonio.Melendez@wellsfargo.com">Antonio.Melendez@wellsfargo.com</a> Phone: (714) 571-2340
Complaint Verifications (Pennsylvania)	<a href="mailto:Doc.Execution@wellsfargo.com">Doc.Execution@wellsfargo.com</a>	Roxanne Hulbert Email: <a href="mailto:Roxanne.Hulbert@wellsfargo.com">Roxanne.Hulbert@wellsfargo.com</a> Phone: (714) 571-2343  Lydia Vidriales Email: <a href="mailto:Lydia.Vidriales@wellsfargo.com">Lydia.Vidriales@wellsfargo.com</a> Phone: (714) 571-2356  Antonio Melendez Email: <a href="mailto:Antonio.Melendez@wellsfargo.com">Antonio.Melendez@wellsfargo.com</a> Phone: (714) 571-2340
Complaint Verifications (Florida Firms)	<a href="mailto:FLDeclaration@wellsfargo.com">FLDeclaration@wellsfargo.com</a>	Marc Kline Email: <a href="mailto:Marc.Kline@wellsfargo.com">Marc.Kline@wellsfargo.com</a> Phone: (240) 586-8251
Complaint Verifications (All other states)	<a href="mailto:FCDocumentExecutionEscalation@wellsfargo.com">FCDocumentExecutionEscalation@wellsfargo.com</a>	Katherine Magabo Email: <a href="mailto:Katherine.Magabo@wellsfargo.com">Katherine.Magabo@wellsfargo.com</a> Phone: (704) 383-0533  Kimberly Anderson Email: <a href="mailto:Kimberly.Anderson@wellsfargo.com">Kimberly.Anderson@wellsfargo.com</a> Phone: Not Available

## Appendix S – Blanket Fee Approval Matrix

I-clear line item	Service	FHLMC & FNMA Investor	Non FHLMC & FNMA Investor	Recoverability
11118	Shorten Redemption <ul style="list-style-type: none"> <li>• Over 45 days only</li> </ul>	Approval required from FHLMC/ FNMA	\$0 to \$150	Recoverable
n/a	Obtain Documents Needed For Legal Action Not In Clients Possession	No Charge	No Charge	N/A
12247 recording fee	Draft Assignment Fee  Assignment Recording Costs	No Charge  Actual out of pocket costs w/supporting documentation	No Charge	Non Recoverable
11181	Lost Note Affidavits	\$0 to \$50.00	\$0 to \$50	Non Recoverable
19121	Title Issues Including Recording Costs	\$0 to \$150.00	\$0 to \$150	Non Recoverable
11117	Contested Foreclosures / MSJ <ul style="list-style-type: none"> <li>• Note if allegations are due to improper attorney actions, there will be no approval for charges to Wells Fargo.</li> </ul>	Approval required from FHLMC/FNMA	\$0 to \$750	Recoverable
11184	Amend Judgment <ul style="list-style-type: none"> <li>• For servicer advances of \$2K or less do not amend judgment.</li> <li>• For servicer advances greater than \$2K, prior approval is required.</li> </ul>	Approval required from FHLMC/FNMA	Approval required from servicer	Recoverable
11182	Amend Complaint <ul style="list-style-type: none"> <li>• note if amendment is due to improper attorney actions, there will be no approval for charges to Wells Fargo</li> </ul>	Approval required from FHLMC/FNMA	\$100	Recoverable
19328	Cure Mobile Home Issues	Refer to Direct Source Manual	Refer to Direct Source Manual	Non Recoverable
19163	Probate Matters	Approval required from FHLMC/FNMA	\$0 to \$1750	Recoverable

11116	Reset Sale	Approval required from FHLMC/FNMA	\$0 to \$250	Recoverable
11120	Postponements	Approval required from FHLMC/FNMA	\$0 to \$150	Recoverable
11183	Home Owner Association Affirmative Action (Florida Only)	Approval required from FHLMC/FNMA	\$0 to \$350 (Florida only)	Recoverable
19332	Mediation	Approval required from FHLMC/FNMA	\$0 to \$550	Recoverable

## Appendix T – Collateral File Ordering Procedure

### Collateral File Ordering Procedure

The purpose of the **Collateral File Ordering Procedure** is to provide a unified format that will eliminate unnecessary mistakes and enable us to get required information to consistently fulfill collateral file requests accurately and efficiently from the request form.

### References

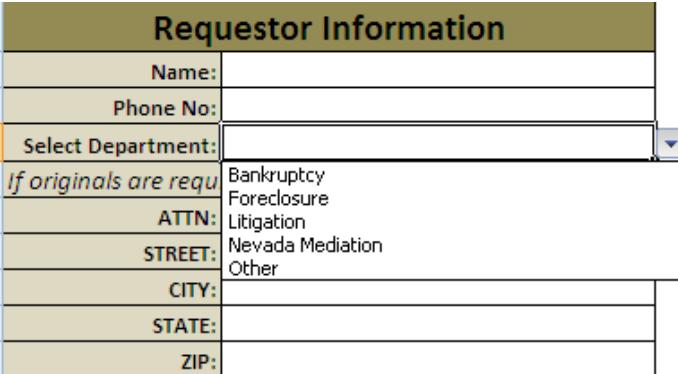
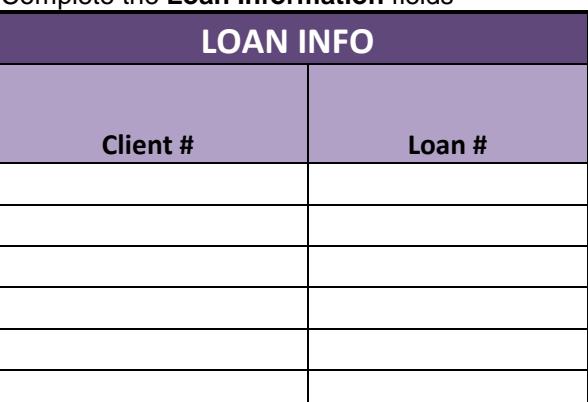
The Collateral File Request Form must be used to request collateral files. The Form and Procedures can be found on the auto reply of the DocOrderingHMEC mailbox.

NUMBER	DESCRIPTION
1	Collateral File Request Form

### Document Ordering Process Steps

If files need to be sent to multiple attorneys, a new spreadsheet needs to be requested for each mailing address. However, if several documents need to be ordered for the same attorney, complete one spreadsheet.

To ensure the accuracy of information and timeliness in ordering documents, please use the following steps:

STEP	ACTION
1	Open the <b>Collateral File Request Form</b> from the team mailbox
2	Complete the <b>Requestor Information</b> fields 
3	Complete the <b>Loan Information</b> fields 
4	Complete the <b>Items Requested</b> fields

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5	The section below is for INTERNAL USE ONLY. It will auto populate. Complete the form thoroughly and the columns below will automatically populate as information is entered in the Items Requested section.																													
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REVIEW: ORDER	COL PKG: REQ IMG	DOC TYPE: NOT IN COL FILE	CLARIFICATION TEXT																											
6	Important! DO <b>NOT</b> modify or change the format of this document.																													
7	Once completed, forward the request form to <a href="mailto:DocOrderingHMEC@wellsfargo.com">DocOrderingHMEC@wellsfargo.com</a> .																													

## Revision Control History

Date of Revision	Description of Change
02/03/2012	Establish how to access DTS; Revised Appendix T, "Collateral File Ordering Procedure"; Update instructions to return recorded AOMs; Corrected one e-mail address with error.
01/17/2012	Placed in new template which resulted in some sections now appearing at beginning of document and eliminating some sections.
01/17/2012	Updates made per Change Control#554: Appendix S was updated BLANKET FEE APPROVAL MATRIX, Change Control #1954: T66 step implementation and Change Control #1955:– Foreclosure document execution.