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Attorneys for Casey Cronin

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF OREGON

CASEY CRONIN,

Plaintiff;

vs.

NATIONSTAR MORTGAGE, LLC; Federal
National Mortgage Association; and Quality
Loan Service Corporation of Washington,

Defendants.

Case No. 6:17-cv-998

DECLARATION OF JUDSON M.
CARUSONE IN SUPPORT OF MOTION
FOR TEMPORARY RESTRAINING
ORDER AND PRELIMINARY
INJUNCTION

I, Judson M. Carusone, hereby declare that:

1. I am over the age of eighteen, competent to testify and am testifying to matters within my person knowledge. I am the attorney of record for Plaintiff Cronin.

2. On September 20, 2017, FNMA filed an FED proceeding in Lane County Circuit Court Case 17LT14040. The first appearance was September 28, 2017. The matter is now set for October 31, 2017. Given the state law as to FED's, there is a substantial risk that Ms. Cronin will be removed from her within 2 weeks after the October 31, 2017 hearing. She will also have a needless increase in attorney fees and costs to resist the FED if it is not immediately enjoined. I have represented clients in defense of mortgage foreclosure since early 2008. Based on my experience, FNMA will place the property for sale immediately after the eviction. FNMA has already employed Terry Cummings at REMAX as the REO broker.

2. I conferred with James Laurick and John Thomas, counsel for all Defendants with regard to this Motion. They both advised me that they would take no position with regard to this Motion. I also conferred with counsel for FNMA, Jesse Baker, who is handling the FED Complaint in the Lane County Circuit Court. He advised me that he had received no communication from his client with regard to this intended Motion. Therefore, by default, the FED proceeding will continue with the next scheduled hearing on October 31, 2017. I began conferral with the above counsel on or about August 14, 2017 after FNMA posted a notice to quit on Cronin's front door.

3. I attach a true and correct copy of applicable FNMA servicing rules regarding the requirements for all borrowers to participate in the modification process and to execute the modification documents with exceptions as Exhibit A.

4. I attached a true and correct copy of the Affidavit of Compliance with ORS 86.748 executed by a representative of Nationstar and recorded with Lane County Deeds and Records as part of the proof of proper service regarding the non-judicial foreclosure with

reception number 2017-017702 recorded April 12, 2017 as Exhibit B.

5. I attach a true and correct copy of the first loan modification offered to Ms. Cronin but mailed to the address of Mr. Jones as Exhibit C.

I hereby declare that the above statement is true to the best of my knowledge and belief, and that I understand it is made for uses as evidence in court and is subject to penalty for perjury.

DATED this 20th day of October, 2017.

BEHRENDTS CARUSONE & COVINGTON
Attorneys at Law, P.C.

/s/ Judson M. Carusone
Judson M Carusone, OSB #942234
Of Attorneys for Casey Cronin

Section 609.02.05
Verifying Borrower
Income and Occupancy
Status (06/01/10)

Documenting Gross Monthly Income

All parties whose income was used to qualify for the original mortgage note must submit income documentation, which must not be more than 90 days old as of the date that such documentation is received by the servicer in connection with evaluating a mortgage loan for HAMP. There is no requirement to refresh such documentation during the remainder of the trial period from the date HAMP eligibility is determined.

All borrowers may elect to submit his or her most recent signed federal income tax returns but are not required to do so. Every borrower must provide a signed and completed IRS Form 4506-T (Request for Transcript of Tax Returns) or IRS Form 4506T-EZ (Short Form Request for Individual Tax Return Transcript) that will allow the servicer (directly or through an authorized designee) to obtain the borrower's most recent federal income tax transcript from the Internal Revenue Service. A servicer must submit Form 4506-T or IRS Form 4506T-EZ to the IRS for processing unless the borrower provides a signed copy of his or her most recent federal income tax return, including all schedules and forms. Form 4506T-EZ is a permissible substitute for Form 4506-T only for borrowers who filed a Form 1040 series tax return on a calendar year basis. All other borrowers must provide Form 4506-T.

Page 706-73

Section 609.03.06
Executing the HAMP
Documents (06/01/10)

HAMP guidelines require that, unless a borrower or co-borrower is deceased or borrower and co-borrower are divorced, all parties who sign the original note OR the security instrument, or their duly authorized representative, must sign the HAMP documents. In cases where a borrower and co-borrower are unmarried and either borrower or coborrower relinquish all rights to the property securing the mortgage loan through a recorded quitclaim deed, the non-occupying borrower that has relinquished property rights is not required to provide income documentation or to sign the HAMP documents but remains liable for the outstanding mortgage debt.

Page 706-86

AFTER RECORDING, RETURN TO:
 Quality Loan Service Corporation of Washington
 c/o Quality Loan Service Corp.
 411 Ivy St.
 San Diego, CA 92101

AFFIDAVIT OF COMPLIANCE
With ORS 86.748

Grantor(s):	CASEY N CRONIN, BRIAN M JONES
Beneficiary:	Nationstar Mortgage LLC
Trustee:	Quality Loan Service Corporation of Washington
Property Address:	2750 La Darrah St, Eugene, OR 97404
Instrument Recording No. :	Instrument No. 2013-037357

I, the undersigned, being duly sworn, hereby depose and say that:

- (1) I am the Document Execution Specialist of Nationstar Mortgage LLC, who is the beneficiary of the above referenced residential trust deed:
- (2) The beneficiary has determined that the grantor(s) of the residential trust deed is/are:
- ☒ not eligible for a foreclosure avoidance measure; or
- ☐ has not complied with the terms of a foreclosure avoidance measure to which the grantor(s) has/have agreed; or
- ☐ has not requested a foreclosure avoidance measure
- (3) ☒ The beneficiary mailed written notice, in plain language explaining the basis for the beneficiary's determination above, to the grantor(s) and to the Oregon Department of Justice within 10 days after making the determination as required by ORS 86.748.
- ☐ The borrower did not request a foreclosure avoidance measure
- (4) By reason of the above, the beneficiary has complied with the requirements of ORS 86.748.

TS No.: OR-16-710144-SW

(Signature)

Myia Singh

(Printed Name)

Document Execution Specialist

(Title)

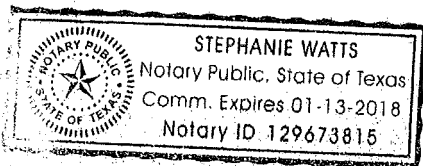
State of: Texas

County of: Denton

Sworn to and subscribed before me on the 8th day of February, 20 17
by Myia Singh.

(NOTARY SEAL)

Signature of Notary Public





HELPING YOU STAY IN YOUR HOME.



*You may be able to make your payments more affordable.
Act now to get the help you need!*

July 26, 2016

CASEY CRONIN
BRIAN JONES
1538 BALBOA ST
EUGENE, OR 97408

Loan # 292935652
PROPERTY ADDRESS
2750 LA DARRAH ST
EUGENE, OR 97404

Dear CASEY CRONIN and BRIAN JONES,

Congratulations! You are eligible for a Loan Modification. As previously described, if you comply with the terms of the Loan Modification trial period plan, we will modify your mortgage loan and waive all prior late charges that remain unpaid.

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

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

How to Accept This Offer:

COMPLETE AND RETURN THE ENCLOSED AGREEMENT BY THE DUE DATE

To accept this offer, you must sign and return **BOTH** copies, with **ALL** pages of the Modification Agreement to us in the enclosed, pre-paid envelope by **August 5, 2016**. We encourage you to make a copy of all documents for your records. If you do not send both signed copies of the Modification Agreement by the above date, you must contact us if you still wish to be considered for this program and have your loan modified.

To better understand the proposed terms of your modified mortgage, please read the attached summary of your modified mortgage and the Modification Agreement.

We look forward to hearing from you no later than August 5, 2016.

Sincerely,
NATIONSTAR MORTGAGE LLC
Gerardo Laris R - Dedicated Loan Specialist
1-888-366-1119
8950 CYPRESS WATERS BLVD
COPELL, TX 75019

Attachments: Summary of Your Modified Mortgage, Two copies of the Modification Agreement
Nationstar is a debt collector. This is an attempt to collect a debt and any information obtained will be used for that purpose. However, if you are currently in bankruptcy or have received a discharge in bankruptcy, this communication is not an attempt to collect a debt from you personally to the extent that it is included in your bankruptcy or has been discharged, but is provided for informational purposes only.



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SUMMARY

Here is a summary of your modified mortgage.

NEW PRINCIPAL BALANCE. Any past due amounts as of the end of the trial period, including unpaid interest, real estate taxes, insurance premiums, and certain assessments paid on your behalf to a third party will be added to your mortgage loan balance. In addition, your mortgage insurance premium may increase as a result of the higher mortgage loan balance. **If you fulfill the terms of the trial period including, but not limited to, making any remaining trial period payments, we will waive ALL late charges that have accrued and remain unpaid at the end of the trial period.**

INTEREST RATE. The interest rate on your modified loan will be adjusted as noted in the attached Modification Agreement.

ESCROW ACCOUNT. The terms of your Modification Agreement require the servicer to set aside a portion of your new monthly payment in an escrow account for payment of your property taxes, insurance premiums, and other required fees. Any prior waiver of escrows by your lender is no longer in effect. Your servicer will draw on this account to pay your real estate taxes and insurance premiums as they come due. Please note that your escrow payment amount will adjust if your taxes, insurance premiums, and/or assessment amounts change, so the amount of your monthly payment that your servicer must place in escrow will also adjust as permitted by law. This means that your monthly payment may change. Your initial monthly escrow payment will be **\$400.40**.

*****ESCROW SHORTAGE.** Due to the timing of your tax and insurance payments, we have determined that there is a shortage of funds in your escrow account in the amount of **\$1,772.13**. You may pay this amount over a 5-year (60 months) period. This monthly payment has already been included in the monthly escrow payment stated above. **If you wish to pay the total shortage now in a lump sum, please contact us. Paying this amount now in a lump sum will reduce your new monthly mortgage payment.*****

PAYMENT SCHEDULE. The enclosed Modification Agreement includes a payment schedule showing your payment plan for the life of your modified loan after the trial period.

FEES. There are no fees or other charges for this modification.



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LOAN MODIFICATION CLARITY COMMITMENT

Thank you for making your trial period payments. This Clarity Commitment is intended to be a clear and simple summary of the final loan modification that we are pleased to offer you under the U.S. Department of Justice and State Attorneys General national mortgage settlement. The loan modification will help put you in a better position to meet your loan obligation. When you sign and return the enclosed loan modification agreement you are agreeing to a new and permanent loan modification. Please thoroughly review all of the enclosed documents to ensure that you understand the details of your loan modification agreement.

Summary of Your Modified Loan

Your New Principal Balance is calculated as follows:		
Current Principal Balance	\$208,032.73	This is the unpaid balance before we modify your outstanding principal balance.
Past Due Fees (+)	\$1,285.50	This amount represents fees, charges, and other costs that may have accrued due to the delinquency status of your loan. Late fees are not included and will be waived when your loan modification is finalized.
Escrow Advances (+)	\$2,075.25	Advances we have made on your behalf for payment of taxes & insurance.
Past Due Interest (+)	\$6,004.86	Unpaid and deferred interest.
Unapplied Funds (-)	\$1,046.77	Amounts previously paid but not credited to the loan. This amount is typically any portion of a trial payment that has been paid but not yet applied to the loan.
Combined Principal Balance (=)	\$216,351.57	Total amount owed before we modify your loan.
Interest Bearing UPB (=)	\$216,351.57	This is the capitalized New Principal Balance less any forbearance or principal reduction amounts. Borrower will make monthly payments and interest on this amount.

Your final payment date, which is your maturity date, is **August 1, 2056**.

Your New Mortgage Payments

Your new total modified monthly mortgage payments of **\$1,287.87** are made up of principal and interest of **\$887.47** and an initial escrow amount of **\$400.40**. Escrow payments are collected for payment of items such as property taxes and insurance may change. We will notify you of any adjustments to the total monthly payment.

If you have questions regarding the modification agreement or the steps you must take to complete this process, please call me at **1-888-366-1119** Monday through Thursday from 8:00 a.m. - 8:00 p.m. (CT), Friday from 8:00 a.m. - 6:00 p.m., Saturday 9:00 a.m. - 1:00 p.m.



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Nationstar - Clarity Commitment Cover Letter 7/15



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Closing and Signing Requirements

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

- All closing documents **MUST** be signed in **BLACK** ink.
- **You must sign your name exactly as your name is printed. If your name is incorrect, please contact Loss Mitigation at 1-888-366-1119 and advise.**
- Borrowers to sign on all signature lines.
- Absolutely **NO WHITE-OUT** on any document. If you make an error, cross through the error and re-sign or re-print the information.
- **All documents must be in recordable form. If anything is missing or not signed, the documents will be returned to you.**

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

- **Borrower must return Both sets of ORIGINAL signed documents (all pages) and 1 Exhibit A for each document (if applicable) in the enclosed prepaid envelope within 10 days of receipt. Please make a copy if you would like to retain for your records.**



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Page 1 of 1



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Exhibit C
Page 4 of 17



Never miss making another mortgage payment It's easy with Auto Pay

With Nationstar Mortgage's Auto Pay program, making your monthly mortgage payment has never been easier. With Auto Pay, your monthly mortgage payment is automatically deducted from the checking or savings account of your choice. Eliminate the inconvenience of writing checks, paying postage, missing a payment or making a late payment. Auto Pay is absolutely **FREE** and sign-up is easy. Simply complete and sign the attached Authorization Form and return with a voided check or deposit slip to the following address:

Nationstar Mortgage
Attention: Account Services
8950 CYPRESS WATERS BLVD,
COPPELL, TX 75019

Remember, if you should have any questions, don't hesitate to contact us on-line or you may call us at 1.888.480.2432, 8 a.m. - 6 p.m. Central Time Monday through Thursday and from 8 a.m. to 5 p.m. Central Time on Friday.

Nationstar Mortgage Loan Number

Financial Institution

Your payment will be drawn monthly on this day (please check one)

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

Financial Institution's Address (City, State, and ZIP)

ABA Routing Number

Account Number

Account type (please check one) ☐ Checking ☐ Savings

Date

SAVE THIS PAGE FOR YOUR RECORDS

SEND THIS PAGE TO Nationstar Mortgage

AUTHORIZATION FORM:

I hereby authorize Nationstar Mortgage to initiate debit entries in the amount of my monthly payment, including applicable optional insurance and/or escrows, plus any current late charge or NSF fee, to my checking or savings account at my depository institution. I acknowledge that the origination of debit transactions to my account must comply with provisions of U.S. laws.

Please insert in the space below which day of the month you would like your monthly payment to be drafted:

_____ (day of the month)

Please note: Debit transaction date may not be more than 10 days after your scheduled due date. When your selected date falls on a weekend or holiday, the debit entry will occur on the following business day.

☐ Optional: I elect to have an amount drafted that is greater than my monthly payment including applicable optional insurance and/or escrows. I understand that additional amounts will be applied as principal subject to payment of all past due amounts. Additional Escrow Amount \$ _____ and/or Additional Principal Amount \$ _____.

If I have an adjustable rate mortgage (ARM) loan, my principal and interest may vary with changes to my interest rate. Additionally, if I have a loan that is escrowed for taxes and/or insurance, my total monthly payment amount may vary with changes in my escrow requirements.

This authority is to remain in effect until I notify Nationstar Mortgage in writing and the written notice is received at least 3 days prior to the next payment draft date or until I receive written notification of termination from Nationstar Mortgage. Nationstar Mortgage has the right to collect a fee from me on all returns due to insufficient funds.

Please allow 30 days for the processing of your authorization form. Please continue to make your payments until you are notified in writing when the first debit entry will begin.

Please complete this entire form and mail to Nationstar Mortgage (see address on first page)

- ✓ Attach a voided check or deposit slip. We cannot accept copies or temporary checks.
- ✓ Include this authorization form.
- ✓ Please make a copy of this authorization form and retain for your records.

Please locate these numbers on your check and include them below:

ABA ROUTING NUMBER

ACCOUNT NUMBER

ATTACH CHECK THEN MAIL

Please Print

Nationstar Mortgage Loan Number

Borrower's Name

Email Address

Financial Institution

ABA Routing Number

Borrower's Signature

Date

Account Holder's Name

Please select the type of account that you wish to use:

☐ Checking

☐ Savings

Co-Borrower's Name

Financial Institution's Address (City, State, and ZIP)

Account Number

Date

Co-Borrower's Signature

Date

Account Holder Signature

The following numbers can be found on the lower portion of your check or deposit slip.

ABA ROUTING NUMBER

ACCOUNT NUMBER

After Recording Return To:
NATIONSTAR MORTGAGE LLC
8950 CYPRESS WATERS BLVD
COPPELL, TX 75019

This Document Prepared By:

NATIONSTAR MORTGAGE LLC
8950 CYPRESS WATERS BLVD
COPPELL, TX 75019

Until a change is requested all
tax statements shall be sent to
the following address.
NATIONSTAR MORTGAGE LLC
8950 CYPRESS WATERS BLVD
COPPELL, TX 75019

True and Actual Consideration is: \$0.00

[Space Above This Line For Recording Data]
Original Loan Amount: \$217,450.00

Loan No: 292935652
Investor Loan No: 1732703776

LOAN MODIFICATION AGREEMENT

(Providing For Fixed Interest Rate)

This Loan Modification Agreement ("Agreement"), made this 26th day of July, 2016, between **CASEY CRONIN and BRIAN JONES** ("Borrower") and **NATIONSTAR MORTGAGE LLC**, whose address is **8950 CYPRESS WATERS BLVD, COPPELL, TX 75019** ("Lender"), amends and supplements (1) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), dated _____, and recorded in Book/Liber **N/A**, Page **N/A**, Instrument No: **N/A**, of the Official Records of _____ County, OR and (2) the Note, bearing the same date as, and secured by, the Security Instrument, which covers the real and personal property described in the Security Instrument and defined therein as the "Property", located at
2750 LA DARRAH ST, EUGENE, OR 97404,
(Property Address)
the real property described being set forth as follows:

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

1. As of **August 1, 2016**, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. **\$216,351.57**, consisting of the unpaid amount(s) loaned to



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LOAN MODIFICATION AGREEMENT - Single Family - Fannie Mae Uniform Instrument
8300a 08/14



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Form 3179 1/01 (rev. 4/14)
(page 1 of 5)

Borrower by Lender plus any interest and other amounts capitalized.

2. Borrower promises to pay the Unpaid Principal Balance, plus interest, to the order of Lender. Interest will be charged on the Unpaid Principal Balance at the yearly rate of **3.875%**, from **August 1, 2016**. Borrower promises to make monthly payments of principal and interest of U.S. **\$887.47**, beginning on the **1st** day of **September, 2016**, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. The yearly rate of **3.875%** will remain in effect until principal and interest are paid in full. If on **August 1, 2056** (the "Maturity Date"), Borrower still owes amounts under the Note and the Security Instrument, as amended by this Agreement, Borrower will pay these amounts in full on the Maturity Date.

3. If all or any part of the Property or any interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by the Security Instrument.

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

4. Borrower also will comply with all other covenants, agreements, and requirements of the Security Instrument, including without limitation, Borrower's covenants and agreements to make all payments of taxes, insurance premiums, assessments, escrow items, impounds, and all other payments that Borrower is obligated to make under the Security Instrument; however, the following terms and provisions are forever canceled, null and void, as of the date specified in paragraph No. 1 above:

- (a) all terms and provisions of the Note and Security Instrument (if any) providing for, implementing, or relating to, any change or adjustment in the rate of interest payable under the Note; and
- (b) all terms and provisions of any adjustable rate rider, or other instrument or document that is affixed to, wholly or partially incorporated into, or is part of, the Note or Security Instrument and that contains any such terms and provisions as those referred to in (a) above.

5. Borrower understands and agrees that:

- (a) All the rights and remedies, stipulations, and conditions contained in the Security Instrument relating to default in the making of payments under the Security Instrument shall also apply to default in the making of the modified payments hereunder.
- (b) All covenants, agreements, stipulations, and conditions in the Note and Security Instrument shall be and remain in full force and effect, except as herein modified, and none of the Borrower's obligations or liabilities under the Note and Security Instrument shall be diminished or released by any provisions hereof, nor shall this Agreement in any way impair, diminish, or affect any of Lender's rights under or remedies on the Note and Security Instrument, whether such rights or remedies arise thereunder or by operation of law. Also, all rights of recourse to which Lender is presently entitled against any property or any other persons in any way obligated for, or liable on, the Note and Security



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LOAN MODIFICATION AGREEMENT - Single Family - Fannie Mae Uniform Instrument

8300a 08/14



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Form 3179 1/01 (rev. 4/14)

(page 2 of 5)

Instrument are expressly reserved by Lender.

- (c) Nothing in this Agreement shall be understood or construed to be a satisfaction or release in whole or in part of the Note and Security Instrument.
- (d) All costs and expenses incurred by Lender in connection with this Agreement, including recording fees, title examination, and attorney's fees, shall be paid by the Borrower and shall be secured by the Security Instrument, unless stipulated otherwise by Lender.
- (e) Borrower agrees to make and execute such other documents or papers as may be necessary or required to effectuate the terms and conditions of this Agreement which, if approved and accepted by Lender, shall bind and inure to the heirs, executors, administrators, and assigns of the Borrower.
- (f) Borrower authorizes Lender, and Lender's successors and assigns, to share Borrower information including, but not limited to (i) name, address, and telephone number, (ii) Social Security Number, (iii) credit score, (iv) income, (v) payment history, (vi) account balances and activity, including information about any modification or foreclosure relief programs, with Third Parties that can assist Lender and Borrower in obtaining a foreclosure prevention alternative, or otherwise provide support services related to Borrower's loan. For purposes of this section, Third Parties include a counseling agency, state or local Housing Finance Agency or similar entity, any insurer, guarantor, or servicer that insures, guarantees, or services Borrower's loan or any other mortgage loan secured by the Property on which Borrower is obligated, or to any companies that perform support services to them in connection with Borrower's loan.

Borrower consents to being contacted by Lender or Third Parties concerning mortgage assistance relating to Borrower's loan including the trial period plan to modify Borrower's loan, at any telephone number, including mobile telephone number, or email address Borrower has provided to Lender or Third Parties.

By checking this box, Borrower also consents to being contacted by text messaging [].

- (g) Borrower hereby absolutely and unconditionally assigns and transfers to Lender all leases of the Property and all security deposits made in connection with leases of the Property. Upon this assignment, Lender shall have the right to modify, extend or terminate the existing leases and to execute new leases, in Lender's sole discretion. As used in this paragraph, the word "lease" shall mean "sublease" if the Security Instrument is on a leasehold estate.

Borrower hereby absolutely and unconditionally assigns and transfers to Lender all the rents and revenues ("Rents") of the Property, regardless of to whom the Rents of the Property are payable. Borrower authorizes Lender or Lender's agents to collect the Rents, and agrees that each tenant of the Property shall pay the Rents to Lender or Lender's agents. However, Borrower shall receive the Rents until (i) Lender has given Borrower notice of default under this Agreement, pursuant to Section 22 of the Security Instrument, and (ii) Lender has given notice to the tenant(s) that the Rents are to be paid to Lender or Lender's agent. This assignment of Rents constitutes an absolute assignment and not an assignment for additional security only.

If Lender gives notice of default to Borrower: (i) all Rents received by Borrower shall be held by Borrower as trustee for the benefit of Lender only, to be applied to the sums



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LOAN MODIFICATION AGREEMENT - Single Family - Fannie Mae Uniform Instrument
8300a 08/14



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Form 3179 1/01 (rev. 4/14)
(page 3 of 5)

secured by the Security Instrument; (ii) Lender shall be entitled to collect and receive all of the Rents of the Property; (iii) Borrower agrees that each tenant of the Property shall pay all Rents due and unpaid to Lender or Lender's agents upon Lender's written demand to the tenant; (iv) unless applicable law provides otherwise, all Rents collected by Lender or Lender's agents shall be applied first to the costs of taking control of and managing the Property and collecting the Rents, including, but not limited to, attorney's fees, receiver's fees, premiums on receiver's bonds, repair and maintenance costs, insurance premiums, taxes, assessments and other charges on the Property, and then to the sums secured by the Security Instrument; (v) Lender, Lender's agents or any judicially appointed receiver shall be liable to account for only those Rents actually received; and (vi) Lender shall be entitled to have a receiver appointed to take possession of and manage the Property and collect the Rents and profits derived from the Property without any showing as to the inadequacy of the Property as security.

If the Rents of the Property are not sufficient to cover the costs of taking control of and managing the Property and of collecting the Rents any funds expended by Lender for such purposes shall become indebtedness of Borrower to Lender secured by the Security Instrument pursuant to Section 9 of the Security Instrument.

Borrower represents and warrants that Borrower has not executed any prior assignment of the Rents and has not performed, and will not perform, any act that would prevent Lender from exercising its rights under this paragraph.

Lender, or Lender's agents or a judicially appointed receiver, shall not be required to enter upon, take control of or maintain the Property before or after giving notice of default to Borrower. However, Lender, or Lender's agents or a judicially appointed receiver, may do so at any time when a default occurs. Any application of Rents shall not cure or waive any default or invalidate any other right or remedy of Lender. This assignment of Rents of the Property shall terminate when all the sums secured by the Security Instrument are paid in full.

- (i) In the event of any action(s) arising out of or relating to this Agreement or in connection with any foreclosure action(s) dismissed as a result of entering into this Agreement, if permitted by applicable law, I will remain liable for and bear my own attorney fees and costs incurred in connection with any such action(s).
- 6. In the event that I was discharged in a Chapter 7 bankruptcy proceeding subsequent to the execution of the loan documents and did not reaffirm the mortgage debt under applicable law, Lender agrees that I will not have personal liability on the debt pursuant to this Agreement. Our records indicate that you are the Debtor in an active bankruptcy proceeding. Please be advised that Court and/or Bankruptcy Trustee approval of this loan modification agreement may be required depending upon jurisdictional requirements. If approval of the loan modification is required, Nationstar will not honor the loan modification agreement until evidence of the required approval is provided.
- 7. By this paragraph, Lender is notifying Borrower that any prior waiver by Lender of Borrower's obligation to pay to Lender Funds for any or all Escrow Items is hereby revoked, and Borrower has been advised of the amount needed to fully fund the Escrow Items.



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Form 3179 1/01 (rev. 4/14)
(page 4 of 5)

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

_____(Seal)
CASEY CRONIN -Borrower

_____(Seal)
BRIAN JONES -Borrower

NATIONSTAR MORTGAGE LLC

By: _____(Seal) - Lender

Name: _____

Title: **Assistant Secretary**

Date of Lender's Signature



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LOAN MODIFICATION AGREEMENT - Single Family - Fannie Mae Uniform Instrument
8300a 08/14



* 2 9 1 8 0 3 + 1 0 *
Form 3179 1/01 (rev. 4/14)
(page 5 of 5)

After Recording Return To:
NATIONSTAR MORTGAGE LLC
8950 CYPRESS WATERS BLVD
COPPELL, TX 75019

This Document Prepared By:

NATIONSTAR MORTGAGE LLC
8950 CYPRESS WATERS BLVD
COPPELL, TX 75019

Until a change is requested all
tax statements shall be sent to
the following address.
NATIONSTAR MORTGAGE LLC
8950 CYPRESS WATERS BLVD
COPPELL, TX 75019

True and Actual Consideration is: \$0.00

_____[Space Above This Line For Recording Data]_____
Original Loan Amount: **\$217,450.00** Loan No: **292935652**
Investor Loan No: **1732703776**

LOAN MODIFICATION AGREEMENT

(Providing For Fixed Interest Rate)

This Loan Modification Agreement ("Agreement"), made this 26th day of July, 2016, between **CASEY CRONIN and BRIAN JONES** ("Borrower") and **NATIONSTAR MORTGAGE LLC**, whose address is **8950 CYPRESS WATERS BLVD, COPPELL, TX 75019** ("Lender"), amends and supplements (1) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), dated _____, and recorded in Book/Liber **N/A**, Page **N/A**, Instrument No: **N/A**, of the Official Records of _____ County, **OR** and (2) the Note, bearing the same date as, and secured by, the Security Instrument, which covers the real and personal property described in the Security Instrument and defined therein as the "Property", located at
2750 LA DARRAH ST, EUGENE, OR 97404,
(Property Address)

the real property described being set forth as follows:

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

1. As of **August 1, 2016**, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. **\$216,351.57**, consisting of the unpaid amount(s) loaned to



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★ 2 9 1 8 0 3 + 1 0 ★
Form 3179 1/01 (rev. 4/14)
(page 1 of 5)

Borrower by Lender plus any interest and other amounts capitalized.

2. Borrower promises to pay the Unpaid Principal Balance, plus interest, to the order of Lender. Interest will be charged on the Unpaid Principal Balance at the yearly rate of **3.875%**, from **August 1, 2016**. Borrower promises to make monthly payments of principal and interest of U.S. **\$887.47**, beginning on the **1st** day of **September, 2016**, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. The yearly rate of **3.875%** will remain in effect until principal and interest are paid in full. If on **August 1, 2056** (the "Maturity Date"), Borrower still owes amounts under the Note and the Security Instrument, as amended by this Agreement, Borrower will pay these amounts in full on the Maturity Date.
3. If all or any part of the Property or any interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by the Security Instrument.

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

4. Borrower also will comply with all other covenants, agreements, and requirements of the Security Instrument, including without limitation, Borrower's covenants and agreements to make all payments of taxes, insurance premiums, assessments, escrow items, impounds, and all other payments that Borrower is obligated to make under the Security Instrument; however, the following terms and provisions are forever canceled, null and void, as of the date specified in paragraph No. 1 above:
 - (a) all terms and provisions of the Note and Security Instrument (if any) providing for, implementing, or relating to, any change or adjustment in the rate of interest payable under the Note; and
 - (b) all terms and provisions of any adjustable rate rider, or other instrument or document that is affixed to, wholly or partially incorporated into, or is part of, the Note or Security Instrument and that contains any such terms and provisions as those referred to in (a) above.
5. Borrower understands and agrees that:
 - (a) All the rights and remedies, stipulations, and conditions contained in the Security Instrument relating to default in the making of payments under the Security Instrument shall also apply to default in the making of the modified payments hereunder.
 - (b) All covenants, agreements, stipulations, and conditions in the Note and Security Instrument shall be and remain in full force and effect, except as herein modified, and none of the Borrower's obligations or liabilities under the Note and Security Instrument shall be diminished or released by any provisions hereof, nor shall this Agreement in any way impair, diminish, or affect any of Lender's rights under or remedies on the Note and Security Instrument, whether such rights or remedies arise thereunder or by operation of law. Also, all rights of recourse to which Lender is presently entitled against any property or any other persons in any way obligated for, or liable on, the Note and Security



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8300a 08/14



* 2 9 1 8 0 3 + 1 0 *

Form 3179 1/01 (rev. 4/14)

(page 2 of 5)

Instrument are expressly reserved by Lender.

- (c) Nothing in this Agreement shall be understood or construed to be a satisfaction or release in whole or in part of the Note and Security Instrument.
- (d) All costs and expenses incurred by Lender in connection with this Agreement, including recording fees, title examination, and attorney's fees, shall be paid by the Borrower and shall be secured by the Security Instrument, unless stipulated otherwise by Lender.
- (e) Borrower agrees to make and execute such other documents or papers as may be necessary or required to effectuate the terms and conditions of this Agreement which, if approved and accepted by Lender, shall bind and inure to the heirs, executors, administrators, and assigns of the Borrower.
- (f) Borrower authorizes Lender, and Lender's successors and assigns, to share Borrower information including, but not limited to (i) name, address, and telephone number, (ii) Social Security Number, (iii) credit score, (iv) income, (v) payment history, (vi) account balances and activity, including information about any modification or foreclosure relief programs, with Third Parties that can assist Lender and Borrower in obtaining a foreclosure prevention alternative, or otherwise provide support services related to Borrower's loan. For purposes of this section, Third Parties include a counseling agency, state or local Housing Finance Agency or similar entity, any insurer, guarantor, or servicer that insures, guarantees, or services Borrower's loan or any other mortgage loan secured by the Property on which Borrower is obligated, or to any companies that perform support services to them in connection with Borrower's loan.

Borrower consents to being contacted by Lender or Third Parties concerning mortgage assistance relating to Borrower's loan including the trial period plan to modify Borrower's loan, at any telephone number, including mobile telephone number, or email address Borrower has provided to Lender or Third Parties.

By checking this box, Borrower also consents to being contacted by text messaging [].

- (g) Borrower hereby absolutely and unconditionally assigns and transfers to Lender all leases of the Property and all security deposits made in connection with leases of the Property. Upon this assignment, Lender shall have the right to modify, extend or terminate the existing leases and to execute new leases, in Lender's sole discretion. As used in this paragraph, the word "lease" shall mean "sublease" if the Security Instrument is on a leasehold estate.

Borrower hereby absolutely and unconditionally assigns and transfers to Lender all the rents and revenues ("Rents") of the Property, regardless of to whom the Rents of the Property are payable. Borrower authorizes Lender or Lender's agents to collect the Rents, and agrees that each tenant of the Property shall pay the Rents to Lender or Lender's agents. However, Borrower shall receive the Rents until (i) Lender has given Borrower notice of default under this Agreement, pursuant to Section 22 of the Security Instrument, and (ii) Lender has given notice to the tenant(s) that the Rents are to be paid to Lender or Lender's agent. This assignment of Rents constitutes an absolute assignment and not an assignment for additional security only.

If Lender gives notice of default to Borrower: (i) all Rents received by Borrower shall be held by Borrower as trustee for the benefit of Lender only, to be applied to the sums



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* 2 9 1 8 0 3 + 1 0 *
Form 3179 1/01 (rev. 4/14)
(page 3 of 5)

secured by the Security Instrument; (ii) Lender shall be entitled to collect and receive all of the Rents of the Property; (iii) Borrower agrees that each tenant of the Property shall pay all Rents due and unpaid to Lender or Lender's agents upon Lender's written demand to the tenant; (iv) unless applicable law provides otherwise, all Rents collected by Lender or Lender's agents shall be applied first to the costs of taking control of and managing the Property and collecting the Rents, including, but not limited to, attorney's fees, receiver's fees, premiums on receiver's bonds, repair and maintenance costs, insurance premiums, taxes, assessments and other charges on the Property, and then to the sums secured by the Security Instrument; (v) Lender, Lender's agents or any judicially appointed receiver shall be liable to account for only those Rents actually received; and (vi) Lender shall be entitled to have a receiver appointed to take possession of and manage the Property and collect the Rents and profits derived from the Property without any showing as to the inadequacy of the Property as security.

If the Rents of the Property are not sufficient to cover the costs of taking control of and managing the Property and of collecting the Rents any funds expended by Lender for such purposes shall become indebtedness of Borrower to Lender secured by the Security Instrument pursuant to Section 9 of the Security Instrument.

Borrower represents and warrants that Borrower has not executed any prior assignment of the Rents and has not performed, and will not perform, any act that would prevent Lender from exercising its rights under this paragraph.

Lender, or Lender's agents or a judicially appointed receiver, shall not be required to enter upon, take control of or maintain the Property before or after giving notice of default to Borrower. However, Lender, or Lender's agents or a judicially appointed receiver, may do so at any time when a default occurs. Any application of Rents shall not cure or waive any default or invalidate any other right or remedy of Lender. This assignment of Rents of the Property shall terminate when all the sums secured by the Security Instrument are paid in full.

- (i) In the event of any action(s) arising out of or relating to this Agreement or in connection with any foreclosure action(s) dismissed as a result of entering into this Agreement, if permitted by applicable law, I will remain liable for and bear my own attorney fees and costs incurred in connection with any such action(s).
 - 6. In the event that I was discharged in a Chapter 7 bankruptcy proceeding subsequent to the execution of the loan documents and did not reaffirm the mortgage debt under applicable law, Lender agrees that I will not have personal liability on the debt pursuant to this Agreement.
- Our records indicate that you are the Debtor in an active bankruptcy proceeding. Please be advised that Court and/or Bankruptcy Trustee approval of this loan modification agreement may be required depending upon jurisdictional requirements. If approval of the loan modification is required, Nationstar will not honor the loan modification agreement until evidence of the required approval is provided.
- 7. By this paragraph, Lender is notifying Borrower that any prior waiver by Lender of Borrower's obligation to pay to Lender Funds for any or all Escrow Items is hereby revoked, and Borrower has been advised of the amount needed to fully fund the Escrow Items.



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LOAN MODIFICATION AGREEMENT - Single Family - Fannie Mae Uniform Instrument
8309a 08/14



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Form 3179 1/01 (rev. 4/14)
(page 4 of 5)

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

(Seal)
CASEY CRONIN -Borrower

(Seal)
BRIAN JONES -Borrower

NATIONSTAR MORTGAGE LLC

By: _____(Seal) - Lender

Name: _____

Title: **Assistant Secretary**

Date of Lender's Signature



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★ 2 9 1 8 0 3 + 1 0 ★
Form 3179 1/01 (rev. 4/14)
(page 5 of 5)

ORIGIN ID: EUGA (234) 234-2342
CASEY CRONIN
1538 BALBOA ST
EUGENE, OR 97408
UNITED STATES US

SHIP DATE: 27 JUL 16
ACTWGT: 1.00 LB
CAD: 101623923/WSX12350

BILL SENDER

TO

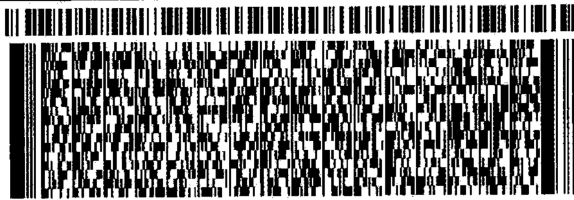
NATIONSTAR MORTGAGE LLC
8950 CYPRESS WATERS BLVD

COPPELL TX 75019

(123) 456-7890
INV.
PO:

REF: DG_NS_291803_R
DEPT:

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THU - 28 JUL 10:30A
PRIORITY OVERNIGHT

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