

**UNITED STATES DISTRICT COURT FOR THE WESTERN DISTRICT OF  
PENNSYLVANIA**

Alexandra R Trunzo and Anthony Hlista,  
individually, and on behalf of other similarly  
situated former and current homeowners in  
Pennsylvania,

Plaintiffs,

vs.

Phelan Hallinan & Schmieg, LLP; a law firm  
and debt collector,

Defendant.

Civil Action No. 2:11-cv-01124-MJH

**THIRD AMENDED CLASS ACTION COMPLAINT**

**INTRODUCTION**

1. Named Plaintiffs, a married couple, Alexandra R. Trunzo and Anthony Hlista (“Named Homeowners”) bring this class action on behalf of themselves and other similarly situated homeowners (“Homeowners”) against Defendant. Homeowners seek damages resulting from Defendant’s wrongful handling of its mortgage loans and illegal collection practices. Defendant, *inter alia*, charged, and attempted to collect, illegal and contractually unauthorized charges and fees on their mortgages. Similar charges and fees were paid by Named Homeowners.

2. Pursuant to the order of Court dated March 1, 2017 (Doc. no. 310), Plaintiff-Homeowners file the within Third Amended Complaint, amending the Second Complaint (Doc. no. 303).

**PARTIES**

3. Named Homeowners, Alexandra R. Trunzo and Anthony Hlista, are married individuals residing at 2925 Idaho Avenue, Bethel Park, Pennsylvania. Named Homeowners signed the Note and Mortgage with original lender, West Penn Financial (“WPF”). *See* Exhibit A and Exhibit B, attached hereto. That Note and Mortgage was immediately assigned to Citi Mortgage, Inc.

(“Citi”), attached hereto as Exhibit C. On September 30, 2016, Citi was dismissed from this case by stipulation. Doc. no. 277.

4. WPF was the original Mortgage Lender, but on, and after, August 31, 2007, Citi was the Residential Mortgage Lender as a result of WPF’s assignment. *See* Exhibit C.

5. CitiMortgage (“Citi”) and Seterus, Inc. (“Seterus”) are no longer defendants to this action.

6. Citi, a New York corporation, has its principal place of business in New York. Citi owned and serviced Named Homeowners’ loan immediately after the closing on August 31, 2007. As late as 2010, it was holding itself out to Named Homeowners, and the public, as the mortgagee. *See* Exhibit D. It is believed, and therefore averred, that Citi acquired all obligations under the Note and the Mortgage, but did not acquire the beneficial interest in the Note itself. Instead, beneficial interest in the Note was acquired by FNMA, colloquially known as Fannie Mae. *See* Exhibit E. During the time period of August 31, 2007, to November 1, 2010, Citi also serviced the mortgage. *See* Exhibit F. On September 30, 2016, Citi was dismissed from this case by stipulation. Doc. no. 279.

7. Seterus, Inc. (“Seterus”), formally, and interchangeably, known as IBM Lenders Business Process Service (“LBPS”), is a Delaware corporation, with its principal place of business in Oregon. It is in the Mortgage servicing business. LBPS began servicing Named Homeowners’ Mortgage on or about November 1, 2010. *See* Exhibit G, November 7, 2010, Transfer of Servicing Notice from LBPS. On September 30, 2016, Seterus (LBPS) was dismissed from this case by stipulation. Doc. no. 278.

8. Defendant Phelan Hallinan & Schmieg, LLP (“Phelan”), is a Pennsylvania limited liability partnership with a principal law office located at One Penn Center Plaza, 1617 JFK Boulevard, Suite 1400, Philadelphia, Pennsylvania. During the relevant times, it was a debt collector under

the FDCPA, 15 U.S.C. §1692a(6) and under the FCEUA, 73 P.S. § 2270.3 for Citi and, thereafter, LBPS.

9. FNMA, colloquially known as Fannie Mae, is a public/private entity active in the secondary mortgage market. It is believed that at all relevant times on and after August 31, 2007, FNMA owned the beneficial interest in Named Homeowners' Note, exclusive of the servicing rights and obligations. FNMA is not a Defendant. *See* Exhibit E.

### **FACTS**

10. Non-defendant, WPF and Named Homeowners entered into a residential real estate loan transaction on August 31, 2007. (*See* Exhibit A and Exhibit B, believed to be non-executed copies of the governing Note and Mortgage.) Immediately all obligations under the Note and the Mortgage were assigned to Citi. *See* Exhibit H, believed to be a non-executed copy of the Real Estate Settlement Procedures Act ("RESPA") Servicing Disclosure. By the terms of the Mortgage, upon assignment of the Note, all servicing obligations to homeowners are retained or acquired by the owner of the servicing rights. Exhibit B, ¶13 and ¶20.<sup>1</sup>

11. Named Homeowners borrowed \$69,900.00 from WPF at 7.25% APR and agreed to repay the loan to WPF (or the successors and assigns of the Mortgage and Note) by making monthly principal and interest payments of \$476.85 over a thirty (30) year period. Their payments were initially scheduled to begin on October 1, 2007, and end September 1, 2037. Exhibit A.

12. Named Homeowners also simultaneously agreed in the Mortgage contract to make monthly

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<sup>1</sup> The assignments of record are not current. This is not unusual, and therefore, the assignments of record, the ownership interests at the time of the filing and not thereafter. From the date that the note was assigned, by the terms of the Mortgage, all servicing obligations were transferred to whatever party serviced the Note. From August 31, 2007, the servicing rights and obligations to homeowners were owned by Citi and as of November 1, 2010, the servicing rights and obligations to borrower were owned by LBPS.

escrow payments for taxes and insurance, in amounts to be determined by WPF or its assigns pursuant to the RESPA, 12 U.S.C. § 2601, *et seq.* Exhibit B.

### **Citi Mortgages Collection Attempts**

13. Named Homeowners made monthly payments under the terms of their Mortgage in 2007, 2008, 2009, and part of 2010. In August of 2010, Named Homeowners contacted Citi seeking an alternate arrangement enabling them to make up two missed payments. On August 13, 2010, Named Homeowners received an August 6, 2010 letter (*see* Exhibit I), in which Citi offered to evaluate their financial situation. Named Homeowners were provided ten (10) days to provide the requested financial information.

14. Only four days after this offer, and well before the expiration of this ten (10) day period, on August 16, 2010, Named Homeowners attempted to make a payment to Citi. Although they were only two months behind at the time the payment was tendered, Citi refused payment, stating their Mortgage had already been referred for foreclosure. Soon thereafter, and still prior to the expiration of the ten (10) day period, Named Homeowners received an August 10, 2010 letter, from Defendant Citi (*see* Exhibit J) asserting that all reasonable efforts afforded them to cure the default had failed, and informing them that their loan had been referred to the law firm Phelan Hallinan & Schmieg, LLP, to begin foreclosure proceedings. Referring a loan for foreclosure while a workout request was still pending violates the guidelines established by the department of the treasury implementing the HAMP program. Neither Citi nor Phelan ever sent an Act 6 Notice and/or an Act 91 Notice. *See* Act 6, 41 P.S. § 403(a) and Act 91, 35 P.S. § 1680.403c.

15. After their tendered payment was refused, and after receipt of Citi's August 10, 2010 letter, Named Homeowners contacted Defendant Phelan, enquiring about how to avoid foreclosure. In an August 30, 2010 letter (*see* Exhibit K), Phelan stated that a total of \$5,204.44 would be required

to bring the loan current, if the funds were received in their office by September 10, 2010. This amount included \$3,763.40 in payments due, \$143.03 in late fees, and also included \$1,298.00 in assorted legal fees and ‘foreclosure costs’.

16. Named Homeowners immediately obtained the assistance of counsel through Neighborhood Legal Services Association (“NLSA”), and were referred to Attorney Daniel Vitek. Named Homeowners’ counsel determined that only \$3,906.44 of the requested amount represented legitimate charges under Pennsylvania law. Named Homeowners promptly placed \$3,906.44 into a NLSA client account. In a September 9, 2010 letter to Phelan, Attorney Vitek pointed out that no “Act 6 Notice of Intent to Foreclose” had been provided to his client and that accordingly, the \$1,298.00 demanded of Named Homeowners violated Pennsylvania law. *See* 41 P.S. § 406(3). That letter is attached hereto as Exhibit L. Attorney Vitek requested a correction in the reinstatement figure provided by Phelan, and stated that his client was prepared to immediately tender the \$3,906.44 held in escrow upon said correction.

17. After receiving no response to this offer, Named Homeowners sought additional legal assistance from Attorney Malakoff in mid-October of 2010.

18. On or around November 1, 2010, the servicing rights on Named Homeowners’ loan were transferred to LBPS. On November 9, 2010, LBPS sent Named Homeowners a letter (*See* Exhibit M) detailing all current charges on the account. The total amount of debt indicated was \$73,611.41, which included \$1,359.00 over and above charges for unpaid principle, unpaid interest, and escrow overdraft. This \$1,359.00 advance was itemized under “Advances on Borrowers Behalf” and included \$225.00 for “Title,” \$81.00 for “Property Inspections,” \$340.00 for “Foreclosure” and \$713.50 for “Legal/Attorney”; these charges are inconsistent with those demanded in Phelan’s letter of August 30, 2010.

19. On November 17, 2010, a Qualified Written Request (“QWR”) was sent to LBPS, requesting a detailed breakdown of all amounts alleged to be due and owing.

20. In a December 6, 2010 letter (*See* Exhibit N), Defendant LBPS restated the amount required for reinstatement at \$6,416.09, this included \$3,814.80 for “Principle and Interest,” \$1,226.79 for “Escrow,” and \$1,374.50 in “Various Other Charges,” including \$1,053.50 for “Foreclosure Costs” and “Legal/Attorney”.

21. In a December 7, 2010 letter (*See* Exhibit O), Phelan demanded, on behalf of LBPS, \$5,362.59 to reinstate Named Homeowner’s loan. This figure included \$3,814.80 for “Principle and Interest,” \$1,226.79 for “Escrow,” \$96.00 for “Late Fees”<sup>2</sup>, and \$225.00 for “Title Services Work”. The charges and fees itemized in the December 7, 2010 letter, deleted the \$1,053.50 dollars for “Foreclosure Costs” and “Legal/Attorney” itemized in the prior, December 6, 2010 letter. Subsequent communication between Attorney Malakoff and Phelan reaffirmed that this was the full amount demanded to pay the arrearage in full and reinstate the loan, and that this figure would be valid through December 14, 2010.

22. On December 10, 2010, payment in full of the amount demanded by Phelan was sent to Phelan’s offices. Included in this payment was \$96.00 for “Late Fees”(actually fees for unreasonable serial inspections), and \$225.00 for “Title Services Work”. As no Act 6 or Act 91 notice had been provided, neither fee had contractual authority and/or was legal because it had not yet been incurred for services performed.

23. By letter dated December 7, 2010 Phelan represented to the Named Homeowners that:

In accordance with your recent request, please find a reinstatement figure in the amount of \$5,362.59, which is the amount needed to bring the account

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2 The \$96.00 in “late fees” are averred to actually represent charges for unreasonable, serial home inspections undertaken pursuant to foreclosure, 6 of which billed at the rate of \$13.50 and one at the rate of \$15.00. This represented the third time that Named Homeowner’s were charged unreasonable and inappropriate inspection fees..

current with IBM LENDERS BUSINESS PROCESS SERVICES, INC. Funds must be received in our office by December 14, 2011 in order to process and forward to our client.

The total amount demanded, \$5,362.59 (as evidenced by an attachment to that letter) included an “Escrow Advance” of \$1,226.79. The demand from Phelan did not include an explanation that the \$1,226.79 would only be sufficient to correct the Escrow shortage, but not sufficient to bring Named Homeowners’ Escrow Account up to the required surplus. Thus, by paying what was demanded, Named Homeowners were quickly confronted with an escrow deficiency of \$919.85.

24. In a December 20, 2010 LBPS letter, escrow and account activity analysis demonstrated that the funds sent to Phelan were received and credited to Named Homeowners’ account, bringing the principle and interest current through, but not including, the January 1, 2011 payment, due a mere ten (10) days later. *See* Exhibit P.

25. The December 20, 2010, correspondence also contained an invoice for the coming January payment. The invoice correctly itemized the amount of Named Homeowners’ monthly payment, but again demanded \$1,053.50 in other charges. These charges are believed to be the same as those demanded in the December 6, 2010, statement of the requirements to reinstate the loan that had been deleted in the December 7, 2010, letter establishing the amount, verified subsequently in writing, required to bring the account current. These charges, which are neither authorized by the mortgage contract nor Pennsylvania law, were in any event precluded by the completion of the December 7, 2010 Reinstatement Agreement.

26. On January 4, 2011, a response to the QWR was received. It showed that as of December, Named Homeowners’ Mortgage was current. It also showed that as of the end of December 2010, the escrow account was not overdrawn and stated that the \$1,053.00 charge for attorney fees/mortgage costs had been waived.

27. No corrected invoice for the January 2011 payment was ever received. Furthermore, the invoice for the February payment still demanded the \$1,053.00 charge for attorney fees/mortgage costs. Exhibit Q. Thus, for two months following Named Homeowners' satisfaction of their end of the Reinstatement Agreement, LBPS continued to bill Named Homeowners for contractually unauthorized and illegal fees and charges; which were obviated by the reinstatement agreement, and which LBPS had agreed in writing to waive. Thus, Named Homeowners were billed five times for illegal foreclosure fees and costs.

28. Despite its failure to produce an accurate invoice, LBPS twice applied contractually unauthorized late charges of \$23.84 when Named Homeowners failed to tender the inflated sums demanded in the inaccurate invoices submitted by LBPS for the January and February payments. Despite repeated requests, LBPS has refused to waive the January and February late charges, even while acknowledging the inaccuracy of the invoices. The inaccuracies in the January and February invoices were substantial. The invoices for January 2011 and February 2011 were for an excess of double the amount due and owing under the Note and Mortgage.

#### **Foreclosure Related Overcharges Paid by the Named Homeowners**

29. Beginning in June 2010, and continuing thereafter, Named Homeowners were wrongfully charged \$13.50 or \$15.00 for "Delinquency Expenses," sometimes labeled "Inspection Fees" or "Late Charges." These charges, which add up to \$96.00, and were deceptively labeled "Late Fees," were all paid by Named Homeowners along with their payment bringing their loan current on December 10, 2010. In addition to the \$96.00 for "Late Charges" (actually "Inspection Fees"), Named Homeowners also paid \$225.00 for "Title Services Work". Apparently, in anticipation of litigation, Defendant LBPS attempted, but unsuccessfully, to refund this amount to Named



Homeowners, and divided the refund between offsets to escrow and reduction in principle.<sup>3</sup> Thus, Defendant's belated attempts to correct their illegal overcharge practices does not change the fact that Named Homeowners were at a minimum deprived of the use of their funds for several months without compensation. That is because that payment was not credited to Named Plaintiffs' unpaid principal balance but instead placed in a non-interest bearing account of NLSA.

30. Named Homeowners were also charged "Late Fees" after being unable to pay statement invoices billed for January and February of 2011, which were dramatically inflated (more than doubled) by illegal foreclosure charges.

31. During the pre-March 2011 time period, Named Homeowners were charged (and paid) unauthorized fees and expenses including foreclosure fees and expenses. The added amounts charged and paid, prior to discovery, cannot be determined in some instances by the labels. However, "but for," the wrongful foreclosure charges, the unauthorized charges and fees would not have been incurred. These wrongful foreclosure charges that would not have incurred, "but for" the wrongful foreclosure charges and expenses include many property inspections, late charges and/or unauthorized interest charges calculated on a wrongfully inflated balance. All of these "but for" charges, irrespective of the label, are wrongful foreclosure charges.

### **CLASS ACTION ALLEGATIONS**

32. This class action is brought pursuant to Fed. R. Civ. P. 23(b)(2) and Fed. R. Civ. P. 23(b)(3).

33. The class consists of all former or current homeowners (sometimes referred to as "Homeowners") who obtained financing secured by a first mortgage on property located within

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<sup>3</sup> In fact, Jonathan Bart, Wilentz Goldman & Spitzer, P.A., prior to December 16, 2010, had been retained to represent Phelan in this litigation.

the Commonwealth of Pennsylvania, wherein (i) Phelan's records show that a demand for alleged foreclosure fees and costs was made in standardized communications (i.e., letters or complaints) and (ii) those foreclosure fees/costs had not been incurred at the time the communication was made. These "foreclosure fees and costs" include some or all of the following: Prothonotary / Court Costs, Additional Foreclosure Costs, and Attorney Fees. Only communications made within one year of the date the original Complaint in this case was filed are included within the class.

### **Numerosity**

34. The class is so numerous that it is impracticable to bring all Homeowners before this Honorable Court. The exact number of Homeowners is unknown, but is believed to include well over 10,000. The exact number and identity can be determined from Defendant's records. In many instances, class members either are unaware that their claims exist or have sustained individual damages too small to justify the attorney's fees and other costs of maintaining individual lawsuits. When aggregated, however, individual damages are sufficiently large to justify this class action.

### **Predominance and Commonality**

35. Upon information and belief, Defendant Phelan created and/or followed policies, procedures, and directives relating to billing and collection practices, which Defendant Phelan when it engaged in debt collection activities. Accordingly, Defendant Phelan used standardized billing and collection practices and forms for its debt collection efforts. Defendant Phelan used a central database to complete its standardized form.

36. Common questions of law and fact exist and predominate over any individual questions of law or fact and include, but are not limited to, the following:

- 1) Did Defendant Phelan violate the FDCPA (Count I). For example, and without

limitation:

- a. Did Defendant Phelan make false, deceptive, and/or misleading representations or use such means in connection with the collection of fee and/or cost demands?
  - b. Did Defendant Phelan violate the FDCPA by sending communications containing fee and/or cost demands like or similar to those contained in Exhibit K?
  - c. Did Defendant Phelan implement or follow fee and/or cost collection policies and procedures that violate the FDCPA?
  - d. Did Defendant Phelan's debt collection communications make false, deceptive, and/or misleading representations that fees and/or costs had been incurred, before such fees and/or costs had actually been incurred?
  - e. Did Defendant Phelan's debt collection communications make false, deceptive, and/or misleading representations regarding the right to seek and or collect fees and/or costs?
  - f. Did Defendant Phelan's debt collection communications make false, deceptive, and/or misleading representations regarding the amount of fees and/or costs sought?
  - g. Did Defendant Phelan use unfair or unconscionable attorney fee and/or costs communications to collect debts?
  - h. Did Defendant Phelan seek to collect from Homeowners amounts that were not expressly authorized by the mortgage securing the debt?
- 2) What is the net worth of Defendant Phelan?

### **Typicality**

37. Defendant Phelan sought fees and costs allegedly incurred prior to the time suit was filed, when such fees and costs had not been incurred and were not authorized by the Named Homeowners' standardized mortgage and note. This was in violation of the FDCPA Sections 1692e and 1692f. Named Homeowners' claims are identical or at least typical to the class claims. Named Homeowners and the class of Homeowners have sustained virtually identical types of damages, have been subjected to identical illegal collection attempts insofar as the standard written communications it used in its debt collection practices, and their claims arise from identical or virtually identical collection provisions in their Mortgages (except for numerical amounts), and are based on identical legal theories. Damages can be mechanically and mathematically determined from Defendant's business records.

### **Adequacy of Representation**

38. Named Homeowners have and will continue to assure the adequate representation of members of the Homeowner class. This representation includes a vigorous and lengthy prosecution of this case, originally filed in September, 2011. Named Homeowners' economic interest and the interests of the class members are squarely aligned. Named Homeowners' claims are identical or typical of the class's claims. They have no conflict with class members in the maintenance of this action, and their interests are antagonistic to Defendant's interests.

39. Named Homeowners have and will continue to vigorously pursue class members' claims. Named Homeowners can acquire the financial resources to litigate this action. In this connection, Class Counsel has agreed to advance all reasonable costs to litigate this action and otherwise protect the class members.

40. There are three law firms undertaking representation as Class Counsel, all with experience

in class actions.

41. Class Counsel is experienced in litigating consumer class actions in the state and federal courts. Class Counsel is handling this case on a contingent fee basis as awarded by this Honorable Court.

42. There is a risk of inconsistent or varying adjudication if individual actions are maintained that could create incompatible standards of conduct for Defendant. Moreover, adjudication of Named Homeowners' claims would, as a practical matter, be dispositive of the class claims. There is no other known litigation in Pennsylvania presenting the complex contractual and statutory issues presented by this case. Named Homeowners' claims and many of the other class members' claims arose in this judicial district.

43. A class action provides the only known fair and efficient method of adjudicating this controversy.

44. The substantive claims of the class are virtually identical in all material respects and will require evidentiary proof of the same kind and application and interpretation of the same Mortgages and applicable laws.

45. There are no unusual legal or factual issues which would cause management problems not normally and routinely handled in class actions because, *inter alia*, damages can be calculated mechanically and with mathematical precision from Defendant's records, without the need for individual class member testimony. Therefore, administering any class fund will be relatively cost effective. Named Homeowners believe, and therefore aver, that members of the class are unaware that their contractual and statutory rights have been violated, or, if aware, would be financially unable to pursue their claims individually because of the relatively small nature of their individual damages in relation to the value of the legal services that would be needed. A class action is the

only practical proceeding in which Homeowners can enforce their FDCPA rights.

**COUNT I**

**Defendant Phelan Violated the Federal Fair Debt Collection Practices Act**

46. The preceding paragraphs are incorporated.

47. This Count is brought against Defendant Phelan (as a debt collector for Citi and/or LBPS) under the FDCPA, 15 U.S.C. § 1692, *et seq.*

48. Defendant Phelan falsely represented that fees and costs had been incurred when they had not yet in fact been incurred. This is a violation of Section 1692e of the FDCPA.

49. Debt collectors that make false representations about the “character, amount or legal status of any debt” violate the FDCPA, § 1692e(2)(A).

50. Defendant Phelan falsely represented that fees and costs had been incurred when those fees and costs were not authorized under the Homeowners’ mortgages or notes. This is a violation of Section 1692f of the FDCPA.

51. Debt collectors that charge, attempt to collect or collect amounts that are not “expressly authorized by the agreement creating the debt or permitted by law” violate the FDCPA, §1692f(1).

52. Pennsylvania Act 6, 41 P.S. § 403(a) and Pennsylvania Act 91, 35 P.S. § 1680.403c require that thirty-three (33) day notice (from the post marked date of the notice) compliant with Act 6 and Act 91 be provided prior to acceleration of the debt or commencement of foreclosure proceedings. Act 6 further stipulates “no attorneys’ fees may be charged for legal expenses incurred prior to or during the thirty-day notice period provided in section 403 of this act,” and that only \$50.00 can be charged during the period immediately following the expiration of the notice period but prior to the commencement of foreclosure. 41 P.S. § 406(3).

53. Though no notice compliant with 41 P.S. §403(a) or 35 P.S. § 1680.403c was ever sent by

Defendant, attorneys' fees were charged for which repeated attempts at collection were made. Furthermore, foreclosure fees and costs in excess of \$50.00 were demanded prior to the commencement of Foreclosure or where foreclosure complaint were filed the foreclosure fees and costs demanded there that were not incurred but instead were estimated or anticipated.

WHEREFORE, Plaintiff-Homeowners respectfully request statutory damages, attorney's fees, and costs pursuant to 15 U.S.C.A. § 1692k against Defendant Phelan for its FDCPA violations within the year preceding the date on which Homeowners' Original Complaint was filed.

#### **REQUEST FOR RELIEF**

WHEREFORE, Named Plaintiffs, a married couple, Alexandra R. Trunzo and Anthony Hlista, individually and on behalf of other similarly situation former and current Homeowners in Pennsylvania, respectfully request that this Honorable Court certify the proposed class, and enter judgment for the class and against Defendant Phelan, award all statutory damages available under the FDCPA attorney's fees, and costs (as requested above) pursuant to 15 U.S.C.A. § 1692k against Phelan for its FDCPA violations within the year preceding the date on which Homeowners' Original Complaint was filed, and such other relief the court deems just and proper.

MICHAEL P. MALAKOFF, P.C.

J. C. EVANS LAW

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*Co-counsel for Plaintiff Homeowners, Alexandra Trunzo and Anthony Hlista, individually, and on behalf of other similarly situated former and current homeowners in Pennsylvania*



**NOTE**

AUGUST 31ST, 2007

[Date]

[City]

Loan Number: 38578

MIN 100289000000385781

PENNSYLVANIA

[State]

2925 IDAHO ST, BETHEL PARK, PENNSYLVANIA 15102

[Property Address]

**1. BORROWER'S PROMISE TO PAY**

In return for a loan that I have received, I promise to pay U.S. \$ 69,900.00 (this amount is called "Principal"), plus interest, to the order of the Lender. The Lender is

WEST PENN FINANCIAL SERVICE CENTER, INC.

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 7.250 %.

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 OCTOBER 1ST, 2007

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 SEPTEMBER 1ST, 2037, 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 1800 SMALLMAN STREET, PITTSBURGH, PA 15222

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. \$ 476.85

**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 FIFTEEN (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 5.000 % of my overdue payment of principal and interest. 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 Property 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.

**10. UNIFORM SECURED NOTE**

This Note is a uniform instrument with limited variations 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 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 HAND(S) AND SEAL(S) OF THE UNDERSIGNED

\_\_\_\_\_  
ANTHONY J HLISTA (Seal)  
- Borrower

\_\_\_\_\_  
ALEXANDRA R TRUNZO (Seal)  
- Borrower

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

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

[Sign Original Only]

PAY TO THE ORDER OF  
CITIMORTGAGE, INC.  
WITHOUT RECOURSE  
WEST PENN FINANCIAL SERVICE CENTER, INC.

BY: \_\_\_\_\_  
EDWARD G SINAL  
VICE PRESIDENT

When recorded return to:  
 WEST PENN FINANCIAL SERVICE CENTER, INC.  
 1800 SMALLMAN STREET  
 PITTSBURGH, PA 15222

[Space Above This Line For Recording Data]

## MORTGAGE

Loan Number: 38578

MIN 100289000000385781

### DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

(A) "**Security Instrument**" means this document, which is dated , AUGUST 31ST, 2007 together with all Riders to this document.

(B) "**Borrower**" is

ANTHONY J HLISTA, UNMARRIED AND ALEXANDRA R TRUNZO, UNMARRIED

Borrower is the mortgagor under this Security Instrument.

(C) "**MERS**" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns. **MERS is the mortgagee under this Security Instrument.** MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS.

(D) "**Lender**" is WEST PENN FINANCIAL SERVICE CENTER, INC.

Lender is a corporation organized and existing under the laws of THE STATE OF PENNSYLVANIA Lender's address is 1800 SMALLMAN STREET, PITTSBURGH, PA 15222

. Lender is the mortgagee under this Security Instrument.

(E) "**Note**" means the promissory note signed by Borrower and dated AUGUST 31ST, 2007

The Note states that Borrower owes Lender

SIXTY-NINE THOUSAND NINE HUNDRED AND NO/100

Dollars (U.S. \$ 69,900.00 ) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than SEPTEMBER 1ST, 2037

(F) "**Property**" means the property that is described below under the heading "Transfer of Rights in the Property."

(G) "**Loan**" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.

(H) "**Riders**" means all Riders to this Security Instrument that are executed by Borrower. The following riders are to be executed by Borrower [check box as applicable]:

- |  |   |  |
|--|---|--|
| <input type="checkbox"/> Adjustable Rate Rider | <input type="checkbox"/> Condominium Rider              | <input type="checkbox"/> Second Home Rider                   |
| <input type="checkbox"/> Balloon Rider         | <input type="checkbox"/> Planned Unit Development Rider | <input checked="" type="checkbox"/> Other(s) [specify] _____ |
| <input type="checkbox"/> 1-4 Family Rider      | <input type="checkbox"/> Biweekly Payment Rider         |  |

#### LEGAL DESCRIPTION RIDER

(I) "**Applicable Law**" means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.

(J) "**Community Association Dues, Fees, and Assessments**" means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.

(K) "**Electronic Funds Transfer**" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.

(L) "**Escrow Items**" mean those items that are described in Section 3.

(M) "**Miscellaneous Proceeds**" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.

(N) "**Mortgage Insurance**" means insurance protecting Lender against the nonpayment of, or default on, the Loan.

(O) "**Periodic Payment**" means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.

(P) "**RESPA**" means the Real Estate Settlement Procedures Act (12 U.S.C. Section 2601 et seq.) and its implementing regulation, Regulation X (24 C.F.R. Part 3500), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

(Q) "**Successor in Interest of Borrower**" means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

#### TRANSFER OF RIGHTS IN THE PROPERTY

This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and



agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to MERS, (solely as nominee for Lender and Lender's successors and assigns) and to the successors and assigns of MERS the following described property located in the County of ALLEGHENY :

SEE ATTACHED

which currently has the address of 2925 IDAHO ST, BETHEL PARK, PENNSYLVANIA 15102 ("Property Address"):

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 understands and agrees that MERS holds only legal title to the interests granted by Borrower in this Security Instrument, but if necessary to comply with law or custom, MERS (as nominee for Lender and Lender's successors and assigns) has the right; to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property; and to take any action required of Lender including, but not limited to, releasing and canceling this Security Instrument.

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 any 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, Interest, Escrow Items, Prepayment Charges, and Late Charges.** Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment charges and late charges due under the Note. Borrower shall also pay

PARCEL I

All that certain lot or piece of ground situate in the Municipality of Bethel Park (formerly Bethel Park), County of Allegheny and Commonwealth of Pennsylvania, and being Lot No. 15 in a Plan of Lots laid out by Nicholas Nestor and Kasa Nestor, his wife, as recorded in the Recorder's Office in and for the County of Allegheny in Plan Book Volume 30, page 88, Said Lot fronting 40 feet on the Southerly side of an unnamed 40 foot street as marked on said plan (and now known as Idaho Avenue), and extending back, preserving equal width throughout between the line of lots Nos. 14 and 16 in said plan, a distance of 150 feet to an alley 20 feet wide as marked on said plan.

Having erected thereon a dwelling known and numbered as 2925 Idaho Street, Bethel Park, PA 15102.

Being designated as Block and Lot No. 476-L-82.

PARCEL II

All that certain lot or piece of ground situate in the Municipality of Bethel Park (formerly Borough of Bethel Park), County of Allegheny and Commonwealth of Pennsylvania, and being Lot No. 16 in Plan of Lots laid out by said Nicholas Nestor and Kasa Nestor, his wife, recorded in the Recorder's Office in and for the County of Allegheny in Plan Book Volume 30, page 88, Said lot fronting 40 feet on the Southerly side of an unnamed 40 foot street as marked on said plan (and now known as Idaho Avenue), and extending back, preserving equal width throughout between the lines of Lots Nos. 15 and 17 in said plan, a distance of 150 feet to an alley 20 feet wide as marked on said plan.

Being designated as Block and Lot No. 476-L-80.

Being the same property which Robert J. Wagner, Jr., unmarried, by deed dated August 31st, 2007 and to be recorded herewith in the Recorder's Office of Allegheny County, Pennsylvania, granted and conveyed unto Anthony J. Hlista, unmarried and Alexandra R. Trunzo, unmarried, the Mortgagors herein.

funds for Escrow Items pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in U.S. currency. However, if any check or other instrument received by Lender as payment under the Note or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer.

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 15. Lender may return any payment or partial payment if the payment or partial payments are insufficient to bring the Loan current. Lender may accept any payment or partial payment insufficient to bring the Loan current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future, but Lender is not obligated to apply such payments at the time such payments are accepted. If each Periodic Payment is applied as of its scheduled due date, then Lender need not pay interest on unapplied funds. Lender may hold such unapplied funds until Borrower makes payment to bring the Loan current. If Borrower does not do so within a reasonable period of time, Lender shall either apply such funds or return them to Borrower. If not applied earlier, such funds will be applied to the outstanding principal balance under the Note immediately prior to foreclosure. No offset or claim which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

**2. Application of Payments or Proceeds.** Except as otherwise described in this Section 2, all payments accepted and applied by Lender shall be applied in the following order of priority: (a) interest due under the Note; (b) principal due under the Note; (c) amounts due under Section 3. Such payments shall be applied to each Periodic Payment in the order in which it became due. Any remaining amounts shall be applied first to late charges, second to any other amounts due under his Security Instrument, and then to reduce the principal balance of the Note.

If Lender receives a payment from Borrower for a delinquent Periodic Payment which includes a sufficient amount to pay any late charge due, the payment may be applied to the delinquent payment and the late charge. If more than one Periodic Payment is outstanding, Lender may apply any payment received from Borrower to the repayment of the Periodic Payments if, and to the extent that, each payment can be paid in full. To the extent that any excess exists after the payment is applied to the full payment of one or more Periodic Payments, such excess may be applied to any late charges due. Voluntary prepayments shall be applied first to any prepayment charges and then as described in the Note.

Any application of payments, insurance proceeds, or Miscellaneous Proceeds to principal due under the Note shall not extend or postpone the due date, or change the amount, of the Periodic Payments.

**3. Funds for Escrow Items.** Borrower shall pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this Security Instrument as a lien or encumbrance on the Property; (b) leasehold payments or ground

rents on the Property, if any; (c) premiums for any and all insurance required by Lender under Section 5; and (d) Mortgage Insurance premiums, if any, or any sums payable by Borrower to Lender in lieu of the payment of Mortgage Insurance premiums in accordance with the provisions of Section 10. These items are called "Escrow Items." At origination or at any time during the term of the Loan, Lender may require that Community Association Dues, Fees and Assessments, if any, be escrowed by Borrower, and such dues, fees and assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the phrase "covenant and agreement" is used in Section 9. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then be obligated under Section 9 to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 15 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section 3.

Lender may, at any time, collect and hold Funds in an amount (a) sufficient to permit Lender to apply the Funds at the time specified under RESPA, and (b) not to exceed the maximum amount a lender can require under RESPA. Lender shall estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with Applicable Law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender shall not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and Applicable Law permits Lender to make such a charge. Unless an agreement is made in writing or Applicable Law requires interest to be paid on the Funds, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender can agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds as required by RESPA.

If there is a surplus of Funds held in escrow, as defined under RESPA, Lender shall account to Borrower for the excess funds in accordance with RESPA. If there is a shortage of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the shortage in accordance with RESPA, but in no more than 12 monthly payments. If there is a deficiency of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the deficiency in accordance with RESPA, but in



no more than 12 monthly payments.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender.

**4. Charges; Liens.** Borrower shall pay all taxes, assessments, charges, fines, and impositions attributable to the Property which can attain priority over this Security Instrument, leasehold payments or ground rents on the Property, if any, and Community Association Dues, Fees, and Assessments, if any. To the extent that these items are Escrow Items, Borrower shall pay them in the manner provided in Section 3.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, but only so long as Borrower is performing such agreement; (b) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which in Lender's opinion operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which can attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Within 10 days of the date on which that notice is given, Borrower shall satisfy the lien or take one or more of the actions set forth above in this Section 4.

Lender may require Borrower to pay a one-time charge for a real estate tax verification and/or reporting service used by Lender in connection with this Loan.

**5. Property Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and any other hazards including, but not limited to, earthquakes and floods, for which Lender requires insurance. This insurance shall be maintained in the amounts (including deductible levels) and for the periods that Lender requires. What Lender requires pursuant to the preceding sentences can change during the term of the Loan. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's right to disapprove Borrower's choice, which right shall not be exercised unreasonably. Lender may require Borrower to pay, in connection with this Loan, either: (a) a one-time charge for flood zone determination, certification and tracking services; or (b) a one-time charge for flood zone determination and certification services and subsequent charges each time remappings or similar changes occur which reasonably might affect such determination or certification. Borrower shall also be responsible for the payment of any fees imposed by the Federal Emergency Management Agency in connection with the review of any flood zone determination resulting from an objection by Borrower.

If Borrower fails to maintain any of the coverages described above, Lender may obtain insurance coverage, at Lender's option and Borrower's expense. Lender is under no obligation to purchase any particular type or amount of coverage. Therefore, such coverage shall cover Lender, but might or might not protect Borrower, Borrower's equity in the Property, or the contents of the Property, against any risk, hazard or liability and might provide greater or lesser coverage than was previously in effect. Borrower acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that Borrower could have obtained. Any amounts disbursed by Lender under this Section 5 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement

and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

All insurance policies required by Lender and renewals of such policies shall be subject to Lender's right to disapprove such policies, shall include a standard mortgage clause, and shall name Lender as mortgagee and/or as an additional loss payee. Lender shall have the right to hold the policies and renewal certificates. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. If Borrower obtains any form of insurance coverage, not otherwise required by Lender, for damage to, or destruction of, the Property, such policy shall include a standard mortgage clause and shall name Lender as mortgagee and/or as an additional loss payee.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Unless Lender and Borrower otherwise agree in writing, any insurance proceeds, whether or not the underlying insurance was required by Lender, shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such insurance proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such insurance proceeds, Lender shall not be required to pay Borrower any interest or earnings on such proceeds. Fees for public adjusters, or other third parties, retained by Borrower shall not be paid out of the insurance proceeds and shall be the sole obligation of Borrower. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such insurance proceeds shall be applied in the order provided for in Section 2.

If Borrower abandons the Property, Lender may file, negotiate and settle any available insurance claim and related matters. If Borrower does not respond within 30 days to a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may negotiate and settle the claim. The 30-day period will begin when the notice is given. In either event, or if Lender acquires the Property under Section 22 or otherwise, Borrower hereby assigns to Lender (a) Borrower's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Note or this Security Instrument, and (b) any other of Borrower's rights (other than the right to any refund of unearned premiums paid by Borrower) under all insurance policies covering the Property, insofar as such rights are applicable to the coverage of the Property. Lender may use the insurance proceeds either to repair or restore the Property or to pay amounts unpaid under the Note or this Security Instrument, whether or not then due.

**6. Occupancy.** Borrower shall occupy, establish, and use the Property as Borrower's principal residence within 60 days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control.

**7. Preservation, Maintenance and Protection of the Property; Inspections.** Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate or commit waste

on the Property. Whether or not Borrower is residing in the Property, Borrower shall maintain the Property in order to prevent the Property from deteriorating or decreasing in value due to its condition. Unless it is determined pursuant to Section 5 that repair or restoration is not economically feasible, Borrower shall promptly repair the Property if damaged to avoid further deterioration or damage. If insurance or condemnation proceeds are paid in connection with damage to, or the taking of, the Property, Borrower shall be responsible for repairing or restoring the Property only if Lender has released proceeds for such purposes. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower is not relieved of Borrower's obligation for the completion of such repair or restoration.

Lender or its agent may make reasonable entries upon and inspections of the Property. If it has reasonable cause, Lender may inspect the interior of the improvements on the Property. Lender shall give Borrower notice at the time of or prior to such an interior inspection specifying such reasonable cause.

**8. Borrower's Loan Application.** Borrower shall be in default if, during the Loan application process, Borrower or any persons or entities acting at the direction of Borrower or with Borrower's knowledge or consent gave materially false, misleading, or inaccurate information or statements to Lender (or failed to provide Lender with material information) in connection with the Loan. Material representations include, but are not limited to, representations concerning Borrower's occupancy of the Property as Borrower's principal residence.

**9. Protection of Lender's Interest in the Property and Rights Under this Security Instrument.** If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions can include, but are not limited to, (a) paying any sums secured by a lien which has priority over this Security Instrument; (b) appearing in court; and (c) paying reasonable attorneys' fees to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Lender may take action under this Section 9, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section 9.

Any amounts disbursed by Lender under this Section 9 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not



merge unless Lender agrees to the merger in writing.

**10. Mortgage Insurance.** If Lender required Mortgage Insurance as a condition of making the Loan, Borrower shall pay the premiums required to maintain the Mortgage Insurance in effect. If, for any reason, the Mortgage Insurance coverage required by Lender ceases to be available from the mortgage insurer that previously provided such insurance and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the Mortgage Insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the Mortgage Insurance previously in effect, from an alternate mortgage insurer selected by Lender. If substantially equivalent Mortgage Insurance coverage is not available, Borrower shall continue to pay to Lender the amount of the separately designated payments that were due when the insurance coverage ceased to be in effect. Lender will accept, use and retain these payments as a non-refundable loss reserve in lieu of Mortgage Insurance. Such loss reserve shall be non-refundable, notwithstanding the fact that the Loan is ultimately paid in full, and Lender shall not be required to pay Borrower any interest or earnings on such loss reserve. Lender can no longer require loss reserve payments if Mortgage Insurance coverage (in the amount and for the period that Lender requires) provided by an insurer selected by Lender again becomes available, is obtained, and Lender requires separately designated payments toward the premiums for Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to maintain Mortgage Insurance in effect, or to provide a non-refundable loss reserve, until the Lender's requirement for Mortgage Insurance ends in accordance with any written agreement between Borrower and Lender providing for such termination or until termination is required by Applicable Law. Nothing in this Section 10 affects Borrower's obligation to pay interest at the rate provided in the Note.

Mortgage Insurance reimburses Lender (or any entity that purchases Note) for certain losses it may incur if Borrower does not repay the Loan as agreed. Borrower is not a party to the Mortgage Insurance.

Mortgage insurers evaluate their total risk on all such insurance in force from time to time, and may enter into agreements with other parties that share or modify their risk, or reduce losses. These agreements are on terms and conditions that are satisfactory to the mortgage insurer and the other party (or parties) to these agreements. These agreements may require the mortgage insurer to make payments using any source of funds that the mortgage insurer may have available (which may include funds obtained from Mortgage Insurance premiums).

As a result of these agreements, Lender, any purchaser of the Note, another insurer, any reinsurer, any other entity, or any affiliate of any of the foregoing, may receive (directly or indirectly) amounts that derive from (or might be characterized as) a portion of Borrower's payments for Mortgage Insurance, in exchange for sharing or modifying the mortgage insurer's risk, or reducing losses. If such agreement provides that an affiliate of Lender takes a share of the insurer's risk in exchange for a share of the premiums paid to the insurer, the arrangement is often termed "captive reinsurance." Further:

**(a) Any such agreements will not affect the amounts that Borrower has agreed to pay for Mortgage Insurance, or any other terms of the Loan. Such agreements will not increase the amount Borrower will owe for Mortgage Insurance, and they will not entitle Borrower to**

any refund.

(b) Any such agreements will not affect the rights Borrower has - if any - with respect to the Mortgage Insurance under the Homeowners Protection Act of 1998 or any other law. These rights may include the right to receive certain disclosures, to request and obtain cancellation of the Mortgage Insurance, to have the Mortgage Insurance terminated automatically, and/or to receive a refund of any Mortgage Insurance premiums that were unearned at the time of such cancellation or termination.

**11. Assignment of Miscellaneous Proceeds; Forfeiture.** All Miscellaneous Proceeds are hereby assigned to and shall be paid to Lender.

If the Property is damaged, such Miscellaneous Proceeds shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such Miscellaneous Proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may pay for the repairs and restoration in a single disbursement or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such Miscellaneous Proceeds, Lender shall not be required to pay Borrower any interest or earnings on such Miscellaneous Proceeds. If the restoration or repair is not economically feasible or Lender's security would be lessened, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such Miscellaneous Proceeds shall be applied in the order provided for in Section 2.

In the event of a total taking, destruction, or loss in value of the Property, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the Miscellaneous Proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the partial taking, destruction, or loss in value divided by (b) the fair market value of the Property immediately before the partial taking, destruction, or loss in value. Any balance shall be paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is less than the amount of the sums secured immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the Opposing Party (as defined in the next sentence) offers to make an award to settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the Miscellaneous Proceeds either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

"Opposing Party" means the third party that owes Borrower Miscellaneous Proceeds or the party against whom Borrower has a right of action in regard to Miscellaneous Proceeds.

Borrower shall be in default if any action or proceeding, whether civil or criminal, is begun that, in Lender's judgment, could result in forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. Borrower can cure such a default and, if acceleration has occurred, reinstate as provided in Section 19, by causing the action or proceeding to be dismissed with a ruling that, in Lender's judgment, precludes forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. The proceeds of any award or claim for damages that are attributable to the impairment of Lender's interest in the Property are hereby assigned and shall be paid to Lender.

All Miscellaneous Proceeds that are not applied to restoration or repair of the Property shall be applied in the order provided for in Section 2.

**12. Borrower Not Released; Forbearance By Lender Not a Waiver.** Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to Borrower or any Successor in Interest of Borrower shall not operate to release the liability of Borrower or any Successors in Interest of Borrower. Lender shall not be required to commence proceedings against any Successor in Interest of Borrower or to 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 any Successors in Interest of Borrower. Any forbearance by Lender in exercising any right or remedy including, without limitation, Lender's acceptance of payments from third persons, entities or Successors in Interest of Borrower or in amounts less than the amount then due, shall not be a waiver of or preclude the exercise of any right or remedy.

**13. Joint and Several Liability; Co-signers; Successors and Assigns Bound.** Borrower covenants and agrees that Borrower's obligations and liability shall be joint and several. However, any Borrower who co-signs this Security Instrument but does not execute the Note (a "co-signer"); (a) is co-signing this Security Instrument only to mortgage, grant and convey the co-signer'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 can agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without the co-signer's consent.

Subject to the provisions of Section 18, any Successor in Interest of Borrower who assumes Borrower's obligations under this Security Instrument in writing, and is approved by Lender, shall obtain all of Borrower's rights and benefits under this Security Instrument. Borrower shall not be released from Borrower's obligations and liability under this Security Instrument unless Lender agrees to such release in writing. The covenants and agreements of this Security Instrument shall bind (except as provided in Section 20) and benefit the successors and assigns of Lender.

**14. Loan Charges.** Lender may charge Borrower fees for services performed in connection with Borrower's default, for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument, including, but not limited to, attorneys' fees, property inspection and valuation fees. In regard to any other fees, the absence of express authority in this Security Instrument to charge a specific fee to Borrower shall not be construed as a prohibition on the charging of such fee. Lender may not charge fees that are expressly prohibited by this Security Instrument or by Applicable Law.



If the Loan 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 (whether or not a prepayment charge is provided for under the Note). Borrower's acceptance of any such refund made by direct payment to Borrower will constitute a waiver of any right of action Borrower might have arising out of such overcharge.

**15. Notices.** All notices given by Borrower or Lender in connection with this Security Instrument must be in writing. Any notice to Borrower in connection with this Security Instrument shall be deemed to have been given to Borrower when mailed by first class mail or when actually delivered to Borrower's notice address if sent by other means. Notice to any one Borrower shall constitute notice to all Borrowers unless Applicable Law expressly requires otherwise. The notice address shall be the Property Address unless Borrower has designated a substitute notice address by notice to Lender. Borrower shall promptly notify Lender of Borrower's change of address. If Lender specifies a procedure for reporting Borrower's change of address, then Borrower shall only report a change of address through that specified procedure. There may be only one designated notice address under this Security Instrument at any one time. Any notice to Lender shall be given by delivering it or by mailing it by first class mail to Lender's address stated herein unless Lender has designated another address by notice to Borrower. Any notice in connection with this Security Instrument shall not be deemed to have been given to Lender until actually received by Lender. If any notice required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

**16. Governing Law; Severability; Rules of Construction.** This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of Applicable Law. Applicable Law might explicitly or implicitly allow the parties to agree by contract or it might be silent, but such silence shall not be construed as a prohibition against agreement by contract. 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.

As used in this Security Instrument: (a) words of the masculine gender shall mean and include corresponding neuter words or words of the feminine gender; (b) words in the singular shall mean and include the plural and vice versa; and (c) the word "may" gives sole discretion without any obligation to take any action.

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

**18. Transfer of the Property or a Beneficial Interest in Borrower.** As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by

Borrower at a future date to a purchaser.

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 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.

**19. Borrower's Right to Reinstate After Acceleration.** If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of: (a) five days before sale of the Property pursuant to any power of sale contained in this Security Instrument; (b) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate; or (c) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees, property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument; and (d) takes such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue unchanged. Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity; or (d) Electronic Funds Transfer. Upon reinstatement by Borrower, this Security Instrument and obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Section 18.

**20. Sale of Note; Change of Loan Servicer; Notice of Grievance.** The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Borrower. A sale might result in a change in the entity (known as the "Loan Servicer") that collects Periodic Payments due under the Note and this Security Instrument and performs other mortgage loan servicing obligations under the Note, this Security Instrument, and Applicable Law. There also might be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change which will state the name and address of the new Loan Servicer, the address to which payments should be made and any other information RESPA requires in connection with a notice of transfer of servicing. If the Note is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser.



Neither Borrower nor Lender may commence, join, or be joined to any judicial action (as either an individual litigant or the member of a class) that arises from the other party's actions pursuant to this Security Instrument or that alleges that the other party has breached any provision of, or any duty owed by reason of, this Security Instrument, until such Borrower or Lender has notified the other party (with such notice given in compliance with the requirements of Section 15) of such alleged breach and afforded the other party hereto a reasonable period after the giving of such notice to take corrective action. If Applicable Law provides a time period which must elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this paragraph. The notice of acceleration and opportunity to cure given to Borrower pursuant to Section 22 and the notice of acceleration given to Borrower pursuant to Section 18 shall be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 20.

**21. Hazardous Substances.** As used in this Section 21: (a) "Hazardous Substances" are those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials; (b) "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection; (c) "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Law; and (d) an "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.

Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances, or threaten to release any Hazardous Substances, on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property (a) that is in violation of any Environmental Law, (b) which creates an Environmental Condition, or (c) which, due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects the value of the Property. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property (including, but not limited to, hazardous substances in consumer products).

Borrower shall promptly give Lender written notice of (a) any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge, (b) any Environmental Condition, including but not limited to, any spilling, leaking, discharge, release or threat of release of any Hazardous Substance, and (c) any condition caused by the presence, use or release of a Hazardous Substance which adversely affects the value of the Property. If Borrower learns, or is notified by any governmental or regulatory authority, or any private party, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law. Nothing herein shall create any obligation on Lender for an Environmental Cleanup.

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

**22. Acceleration; Remedies.** Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but

not prior to acceleration under Section 18 unless Applicable Law provides otherwise). Lender shall notify Borrower of, among other things: (a) the default; (b) the action required to cure the default; (c) when the default must be cured; and (d) that failure to cure the default as specified may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. Lender shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured as specified, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 22, including, but not limited to, attorneys' fees and costs of title evidence to the extent permitted by Applicable Law.

**23. Release.** Upon payment of all sums secured by this Security Instrument, this Security Instrument and the estate conveyed shall terminate and become void. After such occurrence, Lender shall discharge and satisfy this Security Instrument. Borrower shall pay any recordation costs. Lender may charge Borrower a fee for releasing this Security Instrument, but only if the fee is paid to a third party for services rendered and the charging of the fee is permitted under Applicable Law.

**24. Waivers.** Borrower, to the extent permitted by Applicable Law, waives and releases any error or defects in proceedings to enforce this Security Instrument, and hereby waives the benefit of any present or future laws providing for stay of execution, extension of time, exemption from attachment, levy and sale, and homestead exemption.

**25. Reinstatement Period.** Borrower's time to reinstate provided in Section 19 shall extend to one hour prior to the commencement of bidding at a sheriff's sale or other sale pursuant to this Security Instrument.

**26. Purchase Money Mortgage.** If any of the debt secured by this Security Instrument is lent to Borrower to acquire title to the Property, this Security Instrument shall be a purchase money mortgage.

**27. Interest Rate After Judgment.** Borrower agrees that the interest rate payable after a judgment is entered on the Note or in an action of mortgage foreclosure shall be the rate payable from time to time under the Note.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any Rider executed by Borrower and recorded with it.

Witnesses:

|           |                    |           |
|-----------|--------------------|-----------|
| _____     | _____              | (Seal)    |
|           | ANTHONY J HLISTA   | -Borrower |
| _____     | _____              | (Seal)    |
|           | ALEXANDRA R TRUNZO | -Borrower |
| _____     | _____              | (Seal)    |
| -Borrower |                    | (Seal)    |
|           | _____              | -Borrower |

**Certificate of Residence**

I, \_\_\_\_\_, the undersigned \_\_\_\_\_, do hereby certify that the correct address of the within-named Mortgagee is  
1800 Smallman Street, Pgh, PA 15219

Witness my hand this 31ST day of AUGUST, 2007

\_\_\_\_\_  
Agent of Mortgagee

**COMMONWEALTH OF PENNSYLVANIA,**

County ss: ALLEGHENY

On this, the 31ST day of AUGUST, 2007 before me, the undersigned officer, personally appeared

ANTHONY J HLISTA, UNMARRIED AND ALEXANDRA R TRUNZO, UNMARRIED

known to me (or satisfactorily proven) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged that he/she/they executed the same for the purpose herein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission Expires: \_\_\_\_\_

This instrument was prepared by:  
GEORGIE CONWAY

\_\_\_\_\_  
Title of Officer

WEST PENN FINANCIAL SERVICE CENTER, INC.  
1800 SMALLMAN STREET  
PITTSBURGH, PA 15222

NOTICE OF ASSIGNMENT, SALE OR TRANSFER OF SERVICING RIGHTS

Borrower Name & Address:

Loan Number: 38578

ANTHONY J HLISTA AND ALEXANDRA R TRUNZO

2925 IDAHO ST, BETHEL PARK, PENNSYLVANIA 15102

You are hereby notified that the servicing of your mortgage loan, that is, the right to collect payments from you, is being assigned, sold or transferred from

WEST PENN FINANCIAL SERVICE CENTER, INC.

to CITIMORTGAGE, INC.

effective AUGUST 31ST, 2007

The assignment, sale or transfer of the servicing of the mortgage loan does not affect any term or condition of the mortgage instruments, other than terms directly related to the servicing of your loan.

Except in limited circumstances, the law requires that your present servicer send you this notice at least 15 days before this effective date or at closing. Your new servicer must also send you this notice no later than 15 days after this effective date or at closing. [In case, the present servicer and the new servicer have combined all necessary information in this one notice].

Your present servicer is WEST PENN FINANCIAL SERVICE CENTER, INC.

1800 SMALLMAN STREET, PITTSBURGH, PA 15222

If you have any questions relating to the transfer of servicing from your present servicer call (412) 391-3200

CUSTOMER SERVICE

between

9:00 a.m. and 5:00 p.m. on the following days WEEKDAYS. This is a toll-free [or collect call] number.

Your new servicer will be

CITIMORTGAGE, INC.

The business address for your new servicer is: P. O. BOX 790001 MAIL STATION 301

ST. LOUIS, MO 63179-0001

The toll-free [or collect call] telephone number of your new servicer is 800-283-7918

If you have any questions relating to the transfer of servicing to your new servicer call

CUSTOMER SERVICE

at 800-283-7918

between 9:00 a.m. and 5:00 p.m. on the following days WEEKDAYS.

The date that your present servicer will stop accepting payments from you is OCTOBER 1ST, 2007

The date that your new servicer will start accepting payments from you is OCTOBER 1ST, 2007

The transfer of servicing rights may affect the terms of or the continued availability of mortgage life or disability insurance or any other type of optional insurance in the following manner \_\_\_\_\_

and you should take the following action to maintain coverage: \_\_\_\_\_

You should also be aware of the following information, which is set out in more detail in Section 6 of RESPA (12 U.S.C. Section 2605):

During the 60-day period following the effective date of the transfer of the loan servicing, a loan payment received by your old servicer before its due date may not be treated by the new loan servicer as late, and a late fee may not be imposed on you.

Section 6 of RESPA (12 U.S.C. Section 2605) gives you certain consumer rights. If you send a "qualified written request" to your loan servicer concerning the servicing of your loan, your servicer must provide you with a written acknowledgment within 20 business days of receipt of your request. A "qualified written request" is a written correspondence, other than notice on a payment coupon or other payment medium supplied by the servicer, which includes your name and account number, and your reasons for the request. Not later than 60 business days after receiving your request, your servicer must make any appropriate corrections to your account, and must provide you with a written clarification regarding any dispute. During this 60-day period, your servicer may not provide information to a consumer reporting agency concerning any overdue payment related to such period or qualified written request.

Section 6 of RESPA also provides for damages and costs for individuals or classes of individuals in circumstances where servicers are shown to have violated the requirements of that Section. You should seek legal advice if you believe your rights have been violated.

ANTHONY J HLISTA

ALEXANDRA R TRUNZO



An offer for customers of:

CitiMortgage

Reference ID: CH100504  
Personal ID: 8995376810National Union Fire Insurance  
Company of Pittsburgh, Pa.

\*\*\*\*\*AUTO\*\*3-DIGIT 151

Anthony Hlista  
2925 Idaho Ave.  
Bethel Park, PA 15102-1633Customer Years®  
Reward Program**Anthony Hlista, you've earned this opportunity because you've been a CitiMortgage customer for over 3 years.**

Dear Anthony Hlista,

**Here's a reward that provides real benefits with real cash value.**

The Customer Years® Reward Program brings you valuable accident insurance coverage that pays cash benefits directly to you. And because you've been with CitiMortgage for more than 3 years, you're eligible to start with up to \$908,040 in total accident insurance coverage right away!

**If you're concerned about your family's financial security — we want to help.**

These days, even a minor emergency can throw a family's budget seriously off balance.

Now it's possible for you to receive cash benefits for a variety of financial emergencies caused by accidental injuries. See the enclosed summary — your coverage is already worth up to \$908,040.

We hope you'll take advantage of this opportunity — just be sure to return the enclosed form before August 13, 2010.

Sincerely,

Jonathan Yee  
Senior Vice President of Consumer Marketing  
Domestic Accident & Health Division**Coverage Provided To:****Anthony Hlista****Mortgage Lender:****CitiMortgage****Benefits Available:****\$908,040**

Maximum Total Of All Coverage

**Customer Since:****2007****Benefits Include:**

- Hospitalization
- Emergency Room
- At-Home Recovery
- Accidental Death

CH100503/4

**Activating your coverage is simple. Just sign and return the enclosed enrollment form before August 13.**

CitiMortgage, Inc. and its corporate affiliates are not affiliated with National Union Fire Insurance Company of Pittsburgh, Pa., and are not responsible or liable with respect to the plan or the services provided thereunder.

Consumer Disclosure for the Sale of Insurance: This insurance product is not a deposit or other obligation of, or guaranteed by, CitiMortgage or by an affiliate of CitiMortgage. This insurance product is not insured by the Federal Deposit Insurance Corporation (FDIC) or any agency of the United States, by CitiMortgage or by an affiliate of CitiMortgage.

**Exhibit D**

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CONFIRMATION OF LOAN TRANSACTION

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Loan No. 38578

Name of Mortgagor(s):

ANTHONY J HLISTA AND ALEXANDRA R TRUNZO

Address of Property: 2925 IDAHO ST

BETHEL PARK, PENNSYLVANIA 15102

Date of Mortgage: AUGUST 31ST, 2007

Date of Disbursement: AUGUST 31ST, 2007

Type of Mortgage: CONVENTIONAL

Pursuant to the terms and conditions of the Accelerated Delivery Program of the Federal National Mortgage Association (FNMA), the undersigned "Lender", as identified below, hereby certifies to FNMA that the above described loan transaction was closed and loan funds disbursed on the dates aforementioned. The Lender has caused to be recorded a Mortgage of acceptable priority which secures the Promissory Note delivered herewith.

Executed by Lender on the 31ST

day of AUGUST, 2007

WEST PENN FINANCIAL SERVICE CENTER, INC.

By: \_\_\_\_\_

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THE UNDERSIGNED TITLE INSURANCE COMPANY CONFIRMS TO:

WEST PENN FINANCIAL SERVICE CENTER, INC.

(Lender) and Federal National Mortgage Association that the Mortgage identified above, together with an assignment of such Mortgage to the Federal National Mortgage Association\*, has/have been recorded and the undersigned agrees to deliver to Lender forthwith an ALTA Loan Policy of Title Insurance dated as of the mortgage recording date, which shall name the Lender as insured and which shall insure that the Mortgage is a first lien, subject to any current liens for property taxes and assessments, and other exceptions authorized by Lender. Said policy shall have endorsements, if any as previously specified by Lender, with liability in amount shown on the Mortgage.

CAIN, ACKERMAN & MCCORMICK, PC

Dated: AUGUST 31ST, 2007

By: \_\_\_\_\_

\_\_\_\_\_  
Title Company Address

\_\_\_\_\_  
City, State, Zip

\* Strike reference to the Assignment if not required by FNMA.

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## MORTGAGEE LETTER

Loan Number: 38578

Dear Mortgagor:

The servicing of your loan is to be transferred. The effective date of the transfer is AUGUST 31ST, 2007. CITIMORTGAGE, INC. is the new servicer of your loan. CITIMORTGAGE, INC. will be contacting you with instructions on future payments. Please direct all future correspondence and payments to: CITIMORTGAGE, INC.  
1000 TECHNOLOGY DR.  
O'FALLON, MO 63368-2240

You may call 800-283-7918 between the hours of 9:00 A.M. and 5:00 P.M. Monday through Friday.

You will receive a new coupon book from CITIMORTGAGE, INC. In the event that you do not receive a coupon book before the first payment date, you may make your mortgage payment by sending a check and copy of this letter to CITIMORTGAGE, INC. at the above address.

The transfer of your mortgage loan does not affect any term or condition of the mortgage instrument. You should be aware of the following information, which is set out in Section 6 of RESPA:

During the 60-business day period following the effective date of the transfer of loan servicing, a loan payment received by the original Servicer in a timely fashion may not be treated by the new loan Servicer as late, and a late fee may not be imposed upon you. If a mortgage loan Servicer receives a qualified written request (as defined in Section 6 of RESPA, a "qualified written request" is a written correspondence other than on a payment coupon or other media supplied by the Servicer, which includes your name and account number and your reasons for the request) from a Borrower for information concerning the servicing of your loan, the Servicer must provide you with a written response within 20 business days of the receipt of your request. Not later than 60 days after the receipt of your request the Servicer must make any appropriate corrections to your account and must provide you with a written clarification regarding any dispute. During this 60-business day period, the new Servicer may not provide information concerning an overdue payment to a consumer reporting agency related to the term following such a request.

A business day is any day, excluding legal public holidays (State or Federal), and Saturdays and Sundays.

Section 8 of RESPA also provides for damages and costs for individuals or classes of individuals in circumstances where Servicers are shown to have violated the requirements of that Section. You should seek legal advice if you believe your rights have been violated.

If you have any questions regarding this notice, please contact us at (800) 872-3468.

Sincerely,

West Penn Financial Service Center, Inc.


**Lender Business Process Services**

14523 SW Millikan Way, Suite 200; Beaverton, OR 97005

**Business Hours (Pacific Time)**

 Mon-Thu 5:00am to 9:00pm; Fri 5:00am to 6:00pm  
 Sat 6:00am to 12:00pm; Sun 11:00am to 5:00pm

November 07, 2010

**Payments**

P.O. Box 7162; Pasadena, CA 91109-7162

**Correspondence**

PO Box 4121; Beaverton, OR 97076-4121

**Phone**

866.570.5277

**Fax**

866.578.5277

**Website**
[www.lbps.com](http://www.lbps.com)


0-769-00808-0003365-001-111-100-100-001 L025E

 HLISTA, ANTHONY J  
 TRUNZO, ALEXANDRA R  
 2925 IDAHO AVE  
 BETHEL PARK PA 15102-1633

 LBPS Loan No.: 19265482  
 Prior Servicer Loan No.: 2004623189

**Transfer of Servicing Notice**

Dear Homeowner,

Welcome to IBM Lender Business Process Services, Inc. (LBPS)! The servicing of your mortgage loan is being transferred to LBPS effective November 01, 2010 (the "Transfer Date"). On the Transfer Date, CitiMortgage, Inc. will stop accepting payments and the rights to collect these payments will transfer to LBPS. As of the Transfer Date, LBPS will accept payments from you.

LBPS is one of the nation's leading specialty loan servicing companies. We offer many exciting features including 24-hour account access through our website at [www.lbps.com](http://www.lbps.com), various payment options, and a toll-free customer service line (866.570.5277) with automated account information. We have a fully integrated loan servicing platform, performed in-house by experienced, skilled professionals using leading technology. By providing solutions with a focus on customer service we aim to provide a broad range of personalized services for you.

Please be assured the transfer of servicing of your mortgage loan does not affect any other terms or conditions of your mortgage loan agreement other than terms directly related to the servicing of your mortgage loan. This letter and information package is to inform you about the transfer and to welcome you as a valued customer. Inside this package, you will find the following:

- Important Facts & Common Questions Related to Your Loan - This brochure provides Customer Service information, important addresses, and explains end-of-year interest reporting.
- How to Read Your Monthly Statement - This brochure explains your new monthly LBPS Account Statement.
- IRS Form W-9 Request for Taxpayer Identification Number (TIN) - Please complete and return this IRS required form in the envelope provided.
- Automatic Payment Authorization Agreement - To take advantage of this option, please complete, sign and return this form along with an imprinted voided check to have your payment automatically withdrawn from your bank account.  
*Note:* any previous automatic payment arrangement you had with the prior servicer was cancelled as of the Transfer Date.

Exhibit G



HLISTA, ANTHONY J  
 TRUNZO, ALEXANDRA R  
 Loan No.: 19265482  
 Page 2  
 November 07, 2010

If you have any questions before the Transfer Date, please call CitiMortgage, Inc. toll-free at 1.800.283.7918, Monday thru Friday, from 7:00 a.m. to 12:00 a.m. (EST), Saturday from 8:00 a.m. to 7:00 p.m. As of the Transfer Date, questions may be directed to LBPS Customer Service toll-free at 866.570.5277.

You should be aware of the following information, which is set out in more detail in Section 6 of the Real Estate Settlement Procedures Act (RESPA). During the 60-day period following the effective date of the transfer of the loan servicing, a loan payment received by your old servicer before its due date may not be treated by LBPS as late, and a late fee may not be imposed on you.

Section 6 of RESPA gives you certain consumer rights. If you send a "qualified written request" to LBPS concerning the servicing of your loan, LBPS must provide you with a written acknowledgement within 20 Business Days of receipt of your request. A "qualified written request" is a written correspondence, other than notice on a payment coupon or other payment medium supplied by LBPS, which includes your name and account number and your reasons for the request.

Not later than 60 Business Days after receiving your request, LBPS must make any appropriate corrections to your account and must provide you with a written clarification regarding any dispute. During this 60-day period, LBPS may not provide information to a consumer reporting agency concerning any overdue payment related to such period or qualified written request. However, this does not prevent LBPS from initiating foreclosure if proper grounds exist under the mortgage documents.

A Business Day is a day on which the offices of LBPS are open to the public for carrying on substantially all of its business functions.

Section 6 of RESPA also provides for damages and costs for individuals and classes of individuals in circumstances where servicers are shown to have violated the requirements of that Section. You should seek legal advice if you believe your rights have been violated.

As of the date that your loan transferred to LBPS, any mortgage, life, disability, or any other type of optional insurance offered to you by your prior servicer was cancelled. If you wish to maintain the coverage, please contact the insurance carrier directly.

**Please note that this cancellation of optional insurance does not impact your existing hazard or homeowner's insurance coverage.**

Sincerely,

Lender Business Process Services

Enclosure

*This temporary mortgage coupon may be used for your first payment to LBPS. A remittance envelope is also enclosed. If you have both a first and second mortgage, please send only the payment required for the loan identified in this letter.*

IBM Lender Business Process Services, Inc.

HLISTA, ANTHONY J  
 TRUNZO, ALEXANDRA R

**LBPS Loan No.: 19265482**

**Total Amount Enclosed**

\$

IBM Lender Business Process Services, Inc.  
 P.O. Box 7162  
 Pasadena, CA 91109-7162





## ***Make Life Simpler!***

Sign up for automatic payments with IBM Lender Business Process Services, Inc. (LBPS). This program will permit LBPS to directly transfer your loan payment from your financial institution account each month and apply it to your loan. It's simple, it's safe and best of all...it's free!

To start, fill out and sign the authorization form below and return it to LBPS with an imprinted voided check or letter from your financial institution identifying the external routing number, account number, and authorized account holders. You may elect to have your payment debited on the day your payment is due, or as far in the future as the day before your grace period ends. We'll take it from there. As soon as your automatic payments are set up, LBPS will send you a confirmation letter letting you know when payments will begin.

### ***Automatic Payment Authorization Agreement***

1. **Payments:** I authorize LBPS to automatically debit my financial institution account each month for the amount of my total monthly mortgage payment. I understand that the debit amount may vary due to changes in my monthly payment (e.g., escrow changes, ARM changes, etc.). Additional payments to principal are not allowed as part of an automatic payment.
2. **Term:** This authorization will remain in force unless LBPS receives a signed notice of cancellation or temporary suspension. Requests take 30 days to process. LBPS may revoke this authorization at any time. Any cancellation or suspension will require that I make subsequent payments according to my loan agreement. If my loan is paid in full, LBPS will cancel this service.
3. **No Waiver:** This authorization does not change the terms of my loan agreement. Payments remain due and payable on the due date. Acceptance of a payment at any time between the due date and the date that a late charge would be applicable is not a waiver of my obligation to make the payment on that due date. Rather, it is an accommodation that LBPS is making for me. LBPS has the right to withdraw this accommodation at any time by giving me reasonable notice of its intent to do so.
4. **Account Changes:** If I wish to change the account that is being debited, I must notify LBPS in writing of the change and include an imprinted voided check or letter from my financial institution identifying the new external routing number, account number, and the authorized account holders. Changes can take up to 30 days to process.
5. **Account Holder:** If my name is not on the voided check or financial institution letter I provide, I will need to call 866.570.5277 as additional requirements are necessary.
6. **Denied Payments:** If my financial institution denies a payment I must make the payment myself. A Returned Item fee may be charged to my loan in addition to any fees charged by my financial institution. If my financial institution denies additional payments, LBPS will cancel this service. I then will be required to make 12 consecutive payments on time before I am eligible to reinstate this service.
7. **Stop Payment:** I have the right to stop payment on a pre-authorized electronic fund transfer. If I choose to exercise this right, I must contact my financial institution to place the stop payment. A Returned Item fee may be charged to my loan.
8. **Acknowledgment:** I agree to the above terms and have retained a copy of this authorization agreement for my records.

Borrower Name: \_\_\_\_\_ LBPS Loan No: \_\_\_\_\_

Financial Institution Name: \_\_\_\_\_ Institution Account No.: \_\_\_\_\_

Indicate the day of the month you want the debit to occur: \_\_\_\_\_ (The date must be at least one day before the end of your grace period. For example, if you have a due date of the 1<sup>st</sup> with a 10 day grace period you may select the 1<sup>st</sup> through the 10<sup>th</sup> of the month.)

Borrower Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Send this completed and signed request with an imprinted voided check by mail to P.O. Box 4121, Beaverton, OR 97076-4121 or by fax to 888.502.0046, Attn: ACH.

Please allow up to 45 days to process this request. You must continue to make your monthly loan payment until you receive confirmation from LBPS that this service has been established.

-----RESPA SERVICING DISCLOSURE-----

Lender: WEST PENN FINANCIAL SERVICE CENTER, INC.  
1800 SMALLMAN STREET  
PITTSBURGH, PA 15222

Loan Number: 38578

**NOTICE TO FIRST LIEN MORTGAGE LOAN APPLICANTS: THE RIGHT TO COLLECT YOUR MORTGAGE LOAN PAYMENTS MAY BE TRANSFERRED. FEDERAL LAW GIVES YOU CERTAIN RELATED RIGHTS. IF YOUR LOAN IS MADE, SAVE THIS STATEMENT WITH YOUR LOAN DOCUMENTS. SIGN THE ACKNOWLEDGMENT AT THE END OF THIS STATEMENT ONLY IF YOU UNDERSTAND ITS CONTENTS.**

Because you are applying for a mortgage loan covered by the Real Estate Settlement Procedures Act (RESPA) (12 U.S.C. Section 2601 et seq.) you have certain rights under that Federal law.

This statement tells you about those rights. It also tells you what the chances are that the servicing for this loan may be transferred to a different loan servicer. "Servicing" refers to collecting your principal, interest and escrow account payments, if any. If your loan servicer changes, there are certain procedures that must be followed. This statement generally explains those procedures.

**Transfer Practices and Requirements**

If the servicing of your loan is assigned, sold, or transferred to a new servicer, you must be given written notice of that transfer. The present loan servicer must send you notice in writing of the assignment, sale or transfer of the servicing not less than 15 days before the effective date of the transfer. The new loan servicer must also send you notice within 15 days after the effective date of the transfer. The present servicer and the new servicer may combine this information in one notice, so long as the notice is sent to you 15 days before the effective date of transfer. The 15 day period is not applicable if a notice of prospective transfer is provided to you at settlement. The law allows a delay in the time (not more than 30 days after a transfer) for servicers to notify you, upon the occurrence of certain business emergencies.

Notices must contain certain information. They must contain the effective date of the transfer of the servicing of your loan to the new servicer, and the name, address, and toll-free or collect call telephone number of the new servicer, and toll-free or collect call telephone numbers of a person or department for both your present servicer and your new servicer to answer your questions. During the 60-day period following the effective date of the transfer of the loan servicing, a loan payment received by your old servicer before its due date may not be treated by the new loan servicer as late, and a late fee may not be imposed on you.

**Complaint Resolution**

Section 6 of RESPA (12 U.S.C. Section 2605) gives you certain consumer rights, *whether or not your loan servicing is transferred*. If you send a "qualified written request" to your servicer, your servicer must provide you with a written acknowledgment within 20 Business Days of receipt of your request. A "qualified written request" is a written correspondence, other than notice on a payment coupon or other payment medium supplied by the servicer, which includes your name and account number, and the information regarding your request. Not later than 60 Business Days after receiving your request, your servicer must make any appropriate corrections to your account, or must provide you with a written clarification regarding any dispute. During this 60-Business Day period, your servicer may not provide information to a consumer reporting agency concerning any overdue payment related to such period or qualified written request.

A Business Day is any day in which the offices of the business entity are open to the public for carrying on substantially all of its business functions.

**Damages and Costs**

Section 6 of RESPA also provides for damages and costs for individuals or classes of individuals in circumstances where servicers are shown to have violated the requirements of that Section.

**Servicing Transfer Estimates**

1. The following is the best estimate of what will happen to the servicing of your mortgage loan:

- ☐ We may assign, sell or transfer the servicing of your loan while the loan is outstanding. ☐ We are able to service your loan and we will ☐ will not ☐ haven't decided whether to service your loan.

OR

- ☒ We do not service mortgage loans, ☒ and we have not serviced mortgage loans in the past three years.

- ☐ We presently intend to assign, sell or transfer the servicing of your mortgage loan. You will be informed about your servicer.

☐ We assign, sell or transfer the servicing of some of our loans while the loan is outstanding depending on the type of loan and other factors. For the program you have applied for, we expect to:

- ☐ sell all of the mortgage servicing ☐ retain all of the mortgage servicing  
☐ assign, sell or transfer \_\_\_\_\_ % of the mortgage servicing

2. For all the first lien mortgage loans that we make in the 12-month period after your mortgage loan is funded, we estimate that the percentage of mortgage loans for which we will transfer servicing is between:

\_\_\_\_\_ [0 to 25%] or [NONE] \_\_\_\_\_ 26 to 50% \_\_\_\_\_ 51 to 75% \_\_\_\_\_ [76 to 100%] or [ALL]

This estimate ☐ does ☒ does not include assignments, sales or transfers to affiliates or subsidiaries. This is only our best estimate and it is not binding. Business conditions or other circumstances may affect our future transferring decisions.

3. ☐ We have previously assigned, sold or transferred the servicing of first lien mortgage loans.  
OR

- ☒ This is our record of transferring the servicing of the first lien mortgage loans we have made in the past:

| Year | Percentage of Loans Transferred (Rounded to nearest quartile - 0%, 25%, 50%, 75%, or 100%) |   |
|------|--|---|
| 2004 | 100  | % |
| 2005 | 100  | % |
| 2006 | 100  | % |

This information ☒ does ☐ does not include assignments, sales or transfers to affiliates or subsidiaries.

AUGUST 31ST, 2007  
Date

WEST PENN FINANCIAL SERVICE  
Present Servicer or Lender

**ACKNOWLEDGMENT OF MORTGAGE LOAN APPLICANT**

I/We have read this disclosure form and understand its contents, as evidenced by my/our signature(s) below. I/We understand that this acknowledgment is a required part of the mortgage loan application.

Applicant \_\_\_\_\_ Date \_\_\_\_\_  
ANTHONY J HLISTA

Applicant \_\_\_\_\_ Date \_\_\_\_\_  
ALEXANDRA R TRUNZO

Applicant \_\_\_\_\_ Date \_\_\_\_\_

Applicant \_\_\_\_\_ Date \_\_\_\_\_



CitiMortgage

PHFA

citi

www.citimortgage.com

08/06/10

EHPP

M  
B  
AgencyReceived  
Friday 13th

PHFA.ORG/Formst

Penn Housing Finance Authority  
Emergency Foreclosure  
Protection Program51686 000648  
ANTHONY J HLISTA  
ALEXANDRA R TRUNZO  
2925 IDAHO AVE  
BETHEL PARK PA 15102-1633

RE: CitiMortgage Loan #: 2004623189

Dear CitiMortgage Customer(s):

In response to your recent inquiry regarding assistance with your mortgage, enclosed is a financial information form for you to complete and return to us for review. At CitiMortgage, Inc., we look at mortgages as partnerships. You, of course, are responsible for payments. But it is up to us to help you find the payment arrangement that is right for you. That is exactly what we would like to do at this time. While only available under certain circumstances, it may be possible to avoid foreclosure through the use of a Workable Solution alternative. Here are a few of the possible ways we may be able to help you keep your home:

- \* Repayment Plan/Special Forbearance - after a temporary suspension or reduction of your loan payments, you resume making your regular payment plus a portion of the past-due payments until you are caught up.
- \* Loan Modification - if you have the ability to make payments but need more assistance than a forbearance plan, we can alter one or more terms of your original loan to allow you to repay the past-due amount over the remaining life of your loan.
- \* Claim Advance/Partial Claim - if your loan is insured, you may qualify to receive an interest-free loan that will bring your mortgage current immediately.

If we are unable to find a solution to help you keep your home or you do not wish to keep your home, we have additional alternatives to foreclosure that may include monetary assistance to satisfy other lien holders or help pay moving costs:

- \* Pre-Foreclosure Sale - we can allow you time to sell your home for its market value to a qualified purchaser and pay us the sale proceeds to satisfy the debt, even if the proceeds are less than the total amount owed.
- \* Deed-in-Lieu of Foreclosure - if you are unable to sell your home after a specified period of time, we may be able to accept the property itself as settlement of the account.

In order to open a file for review in loss mitigation, your request must include financial information from all borrowers who signed the original loan, a statement explaining what caused you to fall behind in your payments, and proof of income; paystubs, unemployment or other benefit statements, or bank statements showing direct deposits. If you are self-employed, please complete the Profit and Loss Statement portion of the financial form or submit your own Y-T-D Profit and Loss Statement. As part of the review process, additional information may need to be requested to support a particular Workable Solution.



CitiMortgage



www.citimortgage.com

Page Two  
08/06/10  
2004623189

Please return the completed package within 10 days of the date of this letter to the following address:

CMI Workout MS 420  
1000 Technology Drive  
O'Fallon, MO 63368-2240

Or, you may fax the information to: 866-940-8124

Please be advised that by offering you these options, CitiMortgage does not waive any of its legal rights under the Note and Mortgage. In addition, we are unable to suspend collection or foreclosure activity until such time that a loan workout has been completed. Absent a written agreement between you and CitiMortgage, CitiMortgage is under no obligation to agree to any options presented.

Once a decision is made, you will be notified of the terms, conditions, and any related fees associated with the completion of your workout request. These fees vary depending on the solution requested and can include but are not limited to;

Credit Bureau Report  
Title Search and/or Policy Update  
Property Valuation (Broker's Price Opinion and/or Appraisal)  
Flood Certification Fee  
Document Preparation and/or Recording

Eligibility criteria for a Workable Solution may also be subject to specific investor restrictions or approval outlined in their contract with us. If Private Mortgage Insurance covers the loan, the insurer may also require approval of our proposal prior to completion of any workout.

Please feel free to contact our office at (800)926-9783 between the hours of 8:00 a.m. and 5:00 p.m. CST, Monday through Friday should you need assistance completing this package. Please refer to your loan number when you call or write to us.

Thank you,

CitiMortgage Loss Mitigation Department

This is an attempt to collect a debt, and any information obtained will be used for that purpose.

In the event you are subject to an Automatic Stay issued by a United States Bankruptcy Court or the referenced debt has been discharged in Bankruptcy, this communication is not intended to be an attempt to collect a debt.  
100806D0007413

671-3044-1209F





August 10, 2010

ANTHONY HLISTA  
ALEXANDRA TRUNZO  
2925 IDAHO AVE  
BETHEL PARK PA 15102-1633

RE: 2925 IDAHO ST  
BETHEL PARK PA 15102  
CMI LOAN #: 2004623189

Dear Mortgagor:

This letter will serve as notice that your mortgage is still in default. All reasonable efforts afforded you to cure this default have failed.

Your loan has been referred to the following legal firm to begin foreclosure proceedings:

Phelan Hallinan and Schmieg, LLP -PA  
One Penn Center, Suite 1400  
1617 JFK Boulevard  
PHILADELPHIA PA 19103-  
(215)563-7000

If you have any questions regarding foreclosure proceedings on your mortgage, please contact the above attorney.

Sincerely,

Foreclosure Department

In the event you are subject to an Automatic Stay issued by a United States Bankruptcy Court or the referenced debt has been discharged in Bankruptcy, this communication is not intended to collect a debt.



**PHELAN HALLINAN & SCHMIEG, LLP**

One Penn Center at Suburban Station  
1617 John F. Kennedy Boulevard  
Suite 1400  
Philadelphia, PA 19103-1814  
(215) 563-7000  
Fax (215) 568-0719  
Email: FCResolution@fedphe.com

Foreclosure Resolution Department

Representing Lenders in  
Pennsylvania & New Jersey

August 30, 2010

Via Mail

Anthony J. Hlista and Alexandra R. Trunzo  
2925 Idaho Street  
Bethel Park PA 15102

Re: Hlista, Anthony J. and Trunzo, Alexandra R.  
2925 Idaho St, Bethel Park 15102  
Acct#: 2004623189

To Whom It May Concern:

In accordance with your recent request, please find a **reinstatement figure** in the amount of **\$5,204.44**, which is the amount required to bring the above account current with **Citi Mortgage, Inc.** Funds must be received in our office no later than **09/10/10** to allow for processing and mailing to our client.

Upon submitting payment, please note the following:

- **Personal checks will not be accepted.** Only certified funds purchased from a bank or money orders. Please make check payable to your mortgage company or servicer.
- **All checks must be made payable to the mortgage company stated above, and forwarded to PHELAN HALLINAN & SCHMIEG, LLP.**
- Include account number on the check for proper identification.
- **It is possible that either the mortgage company or this firm may incur additional expenditures in the interim period between the time these figures are generated and the time monies are tendered. In this event, only the FULL monies will be accepted. Acceptance of the funds is contingent upon a complete review by our client.**

If you should have any questions, please feel free to contact our office.

Sincerely,

Elizabeth Skale  
Foreclosure Resolution Department

Please be advised that this firm is a debt collector attempting to collect a debt. Any information received will be used for that purpose. If you have received a discharge in bankruptcy, and this debt was not reaffirmed, this correspondence is not and should not be construed to be an attempt to collect a debt, but only enforcement of a lien against property.

As of the date of this communication, you owe the amount specified. Because of interest, late charges, and other charges that may vary from day to day, the amount due on the day you pay may be greater. Hence, if you pay the amount shown above, an adjustment may be necessary after we receive your check, in which event we will inform you before depositing the check for collection. For further information, write the undersigned or call (215) 563-7000 and ask for the Reinstatement Department.

**PHILAN HALLINAN & SCHMIEG, LLP**  
 One Penn Center at Suburban Station  
 1617 John F. Kennedy Boulevard  
 Suite 1400  
 Philadelphia, PA 19103-1814  
 (215) 563-7000  
 Fax (215) 568-0719  
 Email: [PCResolution@fahs.com](mailto:PCResolution@fahs.com)

Elizabeth Skale  
[elizabeth.skale@fahs.com](mailto:elizabeth.skale@fahs.com)

Reinstatement Figure

|       |   |          |                       |
|-------|---|----------|-----------------------|
| NAME: | Hlista, Anthony J. and Trish,<br>Alexandra R. | ACCT. #: | 200523189             |
| DATE: | 8/30/10                                       |          | Good Through 09/10/10 |

|                          |            |
|--------------------------|------------|
| Payments Due             |            |
| Late Charges             | \$3,763.40 |
| Property Inspections/BPO | \$143.04   |
|                          | \$138.00   |

|  |          |
|--|----------|
| Prothonotary of Allegheny County Costs | \$160.00 |
| Sheriff of Allegheny County Costs      | \$75.00  |
| Additional Foreclosure Costs           | \$225.00 |
| Attorney Fee                           | \$700.00 |

**TOTAL**

**\$5,204.44**

**PLEASE READ THE ATTACHED LETTER BEFORE SUBMITTING ANY PAYMENTS!**

Please be advised that this firm is a debt collector attempting to collect a debt. Any information received will be used for that purpose. If you have received a discharge in bankruptcy, and this debt was not reaffirmed, this correspondence is not and should not be construed to be an attempt to collect a debt, but only enforcement of a lien against property.

As of the date of this communication, you owe the amount specified. Because of interest, late charges, and other charges that may vary from day to day, the amount due on the day you pay may be greater. Hence, if you pay the amount shown above, an adjustment may be necessary after we receive your check, in which event we will inform you before depositing the check for collection. For further information, write the undersigned or call (215) 563-7000 and ask for the Reinstatement Department.





Neighborhood Legal Services Association

928 Penn Avenue  
Pittsburgh, PA 15222-3799

Toll Free: 1-866-761-6572  
Phone: 412-255-6700  
Fax: 412-355-0168  
Web site: [www.nlsa.us](http://www.nlsa.us)

September 9, 2010

Phelan Hallinan & Schmieg, LLP  
c/o Elizabeth Skale  
One Penn Center at Suburban Station  
1617 John F. Kennedy Boulevard  
Suite 1400  
Philadelphia, PA 19103-1814

**RE: 2925 Idaho Street  
Bethel Park, PA 15102  
CMI LOAN #: 2004623189**

Dear Ms. Skale:

I represent Ms. Alexandra Trunzo, the co-owner of the above referenced property and the co-mortgagee of the above referenced residential mortgage with CitiMortgage Inc. This letter is to request a correction to the reinstatement figure recently provided to my client, which is attached to this letter.

In order to become current on her mortgage, the reinstatement figure indicated that my client needed to pay three thousand seven hundred sixty three dollars and forty cents (\$3,763.40) in mortgage payments and one hundred forty three dollars and four cents (\$143.04) in late payments. The reinstatement figure also stated that my client needed to pay an additional one thousand two hundred ninety eight dollars (\$1,298.00) in fees and expenses.

However, my client has not been provided any notice regarding a possible foreclosure action; nor has a foreclosure action been filed against my client as of the date of this letter.

Under Pennsylvania's Act 6 of 1974 (41 P.S. § 403(a)), prior to the commencement of a foreclosure action CitiMortgage Inc. must send my client a Notice of Intention to Foreclose. My client then has the right to cure a default by paying all sums which would have been due at the time of payment, by paying any reasonable late fees, and by paying any reasonable fees allowed under section 406 of this Act and the reasonable costs of proceedings to foreclosure as specified in writing and as actually incurred to the date of payment. Section 406(3) specifically

September 9, 2010

Page 2

prohibits CitiMortgage Inc. from collecting any attorney fees prior to the expiration of the 30 day notice period required under section 403(a).

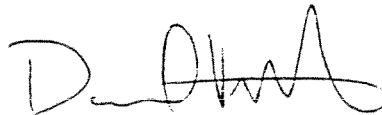
Therefore, the reinstatement figure provided to my client incorrectly requires payment of fees and expenses that CitiMortgage Inc. is not entitled to collect at this time. After reviewing the reinstatement figure, the amount necessary to cure is only three thousand nine hundred six dollars and forty four cents (\$3,906.44) for mortgage payments and late payment fees. CitiMortgage Inc. is not entitled to collect the remaining amount of one thousand two hundred ninety eight dollars (\$1,298.00).

The attempt by CitiMortgage Inc. to collect this additional amount is in violation of Pennsylvania's Act 6 of 1974, and your law firm's attempt to collect this amount on behalf of CitiMortgage Inc. is in violation of the federal Fair Debt Collection Practices Act (15 U.S.C. §§ 1692-1692o).

**Ms. Trunzo is willing to immediately tender full payment of \$3,906.44, which I hold in escrow for her in my client account, upon CitiMortgage Inc.'s correction of the reinstatement figure. Please provide notice of the correction within 20 days of the date of this letter.**

If the requested correction is not made within 20 days, then Ms. Trunzo requests a written response to her assertion that the reinstatement figure is incorrect pursuant to her rights under the federal Real Estate Settlement Procedures Act (12 U.S.C. § 2605(e)).

Sincerely yours,



Daniel G. Vitek  
Staff Attorney

Writer's Phone: 412-586-6162  
Writer's Fax: 412-355-0168

CC: Alexandra Trunzo, Mortgagee

Enclosure


**Lender Business Process Services**

14523 SW Millikan Way, Suite 200; Beaverton, OR 97005

**Business Hours (Pacific Time)**

 Mon-Thu 5:00am to 9:00pm; Fri 5:00am to 6:00pm  
 Sat 6:00am to 12:00pm; Sun 11:00am to 5:00pm

**Payments**

P.O. Box 7162; Pasadena, CA 91109-7162

**Correspondence**

PO Box 4121; Beaverton, OR 97076-4121

**Phone**

866.570.5277

**Fax**

866.578.5277

**Website**
[www.lbps.com](http://www.lbps.com)

November 09, 2010



0-769-00834-0006488-002-000-000-000-000 L027A

 HLISTA, ANTHONY J  
 TRUNZO, ALEXANDRA R  
 2925 IDAHO AVE  
 BETHEL PARK PA 15102-1633

 RE: Loan No.: 19265482  
 Total Debt\*: **\$73,611.41**

IBM Lender Business Process Services, Inc. (LBPS) is the servicer and debt collector of the above-referenced loan. LBPS will accept payments from you on behalf of Fannie Mae, your creditor. LBPS has been authorized to make decisions on your creditor's behalf.

According to our records, including information that we have received from your prior servicer, the amount of your debt as of the date of this notice is provided below. It is not a pay-off statement. A pay-off amount might include a prepayment charge, additional third-party costs that have not yet been paid by your prior servicer, and future costs that may be necessary.

**Summary of Total Debt Composition:**
**Loan Balance, Interest, & Escrow**

|                            |             |
|----------------------------|-------------|
| Current Principal Balance: | \$68,044.96 |
| Unpaid Interest:           | \$2,999.38  |
| Escrow Overdraft:          | \$1,061.35  |
| Interest Arrearage:        | \$ .00      |
| Escrow Arrearage:          | \$ .00      |

**Servicer Charges**

|              |        |
|--------------|--------|
| Late Charges | \$ .00 |
| NSF          | \$ .00 |
| Other        | \$ .00 |

**Advances on Borrower Behalf**

|                          |          |
|--------------------------|----------|
| Short Payments           | \$ .00   |
| Title                    | \$225.00 |
| Property Inspections     | \$81.00  |
| Bankruptcy               | \$ .00   |
| Property Preservation    | \$ .00   |
| BPO/Appraisal/Valuations | \$ .00   |
| Foreclosure              | \$340.00 |
| Legal/Attorney           | \$713.50 |
| Taxes and Insurance      | \$ .00   |
| Other                    | \$ .00   |

**Funds Held**

|                         |        |
|-------------------------|--------|
| Suspense Balance:       | \$ .00 |
| Escrow Balance:         | \$ .00 |
| Other/Special Handling: | \$ .00 |

|                                   |                    |
|-----------------------------------|--------------------|
| <b>Total Amount of Your Debt:</b> | <b>\$73,611.41</b> |
|-----------------------------------|--------------------|

(Continued)

THIS COMMUNICATION IS FROM A DEBT COLLECTOR AS WE SOMETIMES ACT AS A DEBT COLLECTOR. WE ARE ATTEMPTING TO COLLECT A DEBT AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE. HOWEVER, IF YOU ARE IN BANKRUPTCY OR RECEIVED A BANKRUPTCY DISCHARGE OF THIS DEBT, THIS LETTER IS NOT AN ATTEMPT TO COLLECT THE DEBT, BUT NOTICE OF POSSIBLE ENFORCEMENT OF OUR LIEN AGAINST THE COLLATERAL PROPERTY. COLORADO: FOR INFORMATION ABOUT THE COLORADO FAIR DEBT COLLECTION PRACTICES ACT, SEE [WWW.COLORADOATTORNEYGENERAL.GOV/CA](http://WWW.COLORADOATTORNEYGENERAL.GOV/CA). LBPS maintains a local office at 600 Seventeenth Street, Suite 800 North Tower, Denver, CO 80202. The office's phone number is 866.436.4766. NEW YORK CITY: 1331537, 1340663, 1340148. TENNESSEE: This collection is licensed by the Collection Service Board of the Department of Commerce and Insurance. IBM Lender Business Process Services, Inc. is licensed to do business at 14523 SW Millikan Way, Beaverton, OR

Exhibit M

HLISTA, ANTHONY J  
TRUNZO, ALEXANDRA R  
Loan No.: 19265482  
Page 2  
November 09, 2010

Pursuant to the Federal Fair Debt Collections Practices Act, if you do not notify us within 30 days after receiving this notice that you dispute the validity of this debt, or any portion thereof, the debt will be assumed to be valid by the debt collector. If you notify us in writing within 30 days that the debt or any portion thereof is disputed, or if you request the name and address of the original creditor, we will obtain verification of the debt or judgment against you and mail a copy to you and provide you with the name and address of the original creditor.

The law does not require us to wait until the end of the 30-day period before attempting to collect this debt. If, however, you request proof of the debt or the name and address of the original creditor within the 30-day period that begins with your receipt of this letter, the law requires us to suspend our efforts (through litigation or otherwise) to collect the debt until we mail the requested information to you. In addition, we will suspend our efforts (other than sending you reminder notices) until the expiration of your grace period if all payments have been made on your loan other than the payment due this month.

If you have questions, please contact LBPS Customer Service toll-free at 866.570.5277, Mon-Thu 5:00am to 9:00pm; Fri 5:00am to 6:00pm; Sat 6:00am to 12:00pm; Sun 11:00am to 5:00pm (Pacific Time), or in writing at P.O. Box 4121, Beaverton, Oregon 97076-4121.

\*Please call our office for up to date  
payoff information.

Sincerely,

Lender Business Process Services


**Lender Business Process Services**

14523 SW Millikan Way, Suite 200; Beaverton, OR 97005

**Business Hours (Pacific Time)**

 Mon-Thu 5:00am to 9:00pm; Fri 5:00am to 6:00pm  
 Sat 6:00am to 12:00pm; Sun 11:00am to 5:00pm

**Reinstatement**

14523 S.W. Millikan Way Suite 200, Beaverton OR 97005

**Correspondence**

P.O. Box 4121, Beaverton, OR 97076-4121

**Phone**

866.570.5277

**Fax**

866.578.5277

**Web Site**

www.lbps.com

December 06, 2010

L197G

 HLISTA, ANTHONY J  
 TRUNZO, ALEXANDRA R  
 2925 IDAHO AVE  
 BETHEL PARK, PA 15102

RE: Borrower(s) Name: HLISTA, ANTHONY J  
 TRUNZO, ALEXANDRA R  
 LBPS Loan Number: 19265482  
 Collateral Address: 2925 IDAHO AVE  
 BETHEL PARK, PA 151021633  
 Reinstatement Prepared: December 06, 2010  
 Reinstatement Amount: \$6,416.09  
 Reinstatement Good Through: December 14, 2010

Dear Valued Customer:

**Please be advised that this reinstatement is provided subject to final verification.** Issuance of this statement does not suspend the requirement to make loan payments when due. A late charge may be assessed in accordance with the terms of your loan agreement if the reinstatement funds are not received prior to your grace period. LBPS must also receive proof of current property taxes and property insurance if these items are not covered in your escrow account. The reinstatement cannot be accepted without these requirements.

A detailed breakdown of the reinstatement amount listed above is attached. The reinstatement amount may change due to receipt and/or disbursement from your account prior to receipt of reinstatement in full. Additional charges may be owing for costs and/or services that have been ordered but not yet invoiced. If any charges are incurred after the good through date of the reinstatement estimate, you are responsible for them. Please request an updated reinstatement estimate prior to sending any funds. **Payment must be made with certified funds, bank check, money order or wire transfer. If you intend to wire funds, please follow the wiring instructions at the end of this letter.**

Please further be advised that nothing in this statement shall be construed as a waiver of the Creditor's rights to pursue collection on this loan. The Creditor reserves each and all of its rights

(Continued)

THIS COMMUNICATION IS FROM A DEBT COLLECTOR AS WE SOMETIMES ACT AS A DEBT COLLECTOR. WE ARE ATTEMPTING TO COLLECT A DEBT AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE. HOWEVER, IF YOU ARE IN BANKRUPTCY OR RECEIVED A BANKRUPTCY DISCHARGE OF THIS DEBT, THIS LETTER IS NOT AN ATTEMPT TO COLLECT THE DEBT, BUT NOTICE OF POSSIBLE ENFORCEMENT OF OUR LIEN AGAINST THE COLLATERAL PROPERTY. **COLORADO:** FOR INFORMATION ABOUT THE COLORADO FAIR DEBT COLLECTION PRACTICES ACT, SEE [WWW.COLORADOATTORNEYGENERAL.GOV/CA](http://WWW.COLORADOATTORNEYGENERAL.GOV/CA). LBPS maintains a local office at 600 Seventeenth Street, Suite 800 North Tower, Denver, CO 80202. The office's phone number is 303.733.1111. **NEW YORK CITY:** 1331537, 1340663, 1340148. **TENNESSEE:** This collection agency is licensed by the Collection Service Board of Tennessee. IBM Lender Business Process Services, Inc. is licensed to do business at 14523 SW Millikan Way, Beaverton, OR



Exhibit N



HLISTA, ANTHONY J  
TRUNZO, ALEXANDRA R  
Loan No.: 19265482  
Page 3  
December 06, 2010

If you are in Bankruptcy or received a Bankruptcy discharge of this debt, this letter is not an attempt to collect the debt, but notice of possible enforcement of our lien against the collateral property.

If you have any questions, please contact us at our toll-free number above.

Sincerely,

Customer Service Department

Wiring Instructions

JP Morgan Chase Bank  
Tampa, Florida  
ABA: 0210-0002-1  
Account: 859310005  
Credit to: IBM Lender Business Process Services, Inc./Custodial  
Indicate Loan Number: 19265482  
Indicate Borrower Name: HLISTA, ANTHONY J

(Continued)

THIS COMMUNICATION IS FROM A DEBT COLLECTOR AS WE SOMETIMES ACT AS A DEBT COLLECTOR. WE ARE ATTEMPTING TO COLLECT A DEBT AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE. HOWEVER, IF YOU ARE IN BANKRUPTCY OR RECEIVED A BANKRUPTCY DISCHARGE OF THIS DEBT, THIS LETTER IS NOT AN ATTEMPT TO COLLECT THE DEBT, BUT NOTICE OF POSSIBLE ENFORCEMENT OF OUR LIEN AGAINST THE COLLATERAL PROPERTY. **COLORADO:** FOR INFORMATION ABOUT THE COLORADO FAIR DEBT COLLECTION PRACTICES ACT, SEE [WWW.COLORADOATTORNEYGENERAL.GOV/CA](http://WWW.COLORADOATTORNEYGENERAL.GOV/CA). LBPS maintains a local office at 600 Seventeenth Street, Suite 800 North Tower, Denver, CO 80202. The office's phone number is 866.436.4766. **NEW YORK CITY:** 1331537, 1340663, 1340148. **TENNESSEE:** This collection agency is licensed by the Collection Service Board of the Department of Commerce and Insurance. IBM Lender Business Process Services, Inc. is licensed to do business at 14523 SW Millikan Way, Beaverton, OR

Exhibit N



HLISTA, ANTHONY J  
 TRUNZO, ALEXANDRA R  
 Loan No.: 19265482  
 Page 4  
 December 06, 2010

|                             |                   |
|-----------------------------|-------------------|
| Reinstatement Good Through: | December 14, 2010 |
| Unpaid Principal Balance:   | \$68,044.96       |
| Next Due Date:              | May 01, 2010      |
| Accrued Interest Through:   | March 31, 2010    |

### Principal and Interest Payments

| <u>Due Date</u> | <u>Amount</u>                                     |
|-----------------|---|
| 05/01/2010      | \$476.85  |
| 06/01/2010      | 476.85  |
| 07/01/2010      | 476.85  |
| 08/01/2010      | 476.85  |
| 09/01/2010      | 476.85  |
| 10/01/2010      | 476.85  |
| 11/01/2010      | 476.85  |
| 12/01/2010      | 476.85  |
| <b>Summary</b>  | <b>Principal and Interest Payments \$3,814.80</b> |

### Actual Open Charges Through 12/14/2010

| <u>Due Date</u> | <u>Description</u>       | <u>Amount</u>   |
|-----------------|--------------------------|-----------------|
| 10/06/2010      | LEGAL POSTING COSTS      | \$150.00        |
| 10/06/2010      | LEGAL POSTING COSTS      | 190.00          |
| <b>Summary</b>  | <b>Foreclosure Costs</b> | <b>\$340.00</b> |
| 10/06/2010      | LEGAL FEES F/C           | \$650.00        |
| 10/06/2010      | LEGAL FEES F/C           | 63.50           |
| <b>Summary</b>  | <b>Legal/Attorney</b>    | <b>\$713.50</b> |
| 05/21/2010      | PROPERTY INSPECTIONS     | \$13.50         |
| 06/22/2010      | PROPERTY INSPECTIONS     | 13.50           |
| 07/23/2010      | PROPERTY INSPECTIONS     | 13.50           |
| 08/20/2010      | PROPERTY INSPECTIONS     | 13.50           |
| 09/21/2010      | PROPERTY INSPECTIONS     | 13.50           |

(Continued)

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Exhibit N

HLISTA, ANTHONY J  
 TRUNZO, ALEXANDRA R  
 Loan No.: 19265482  
 Page 5  
 December 06, 2010

**Actual Open Charges Through 12/14/2010**

| <u>Due Date</u> | <u>Description</u>          | <u>Amount</u>   |
|-----------------|-----------------------------|-----------------|
| 10/20/2010      | PROPERTY INSPECTIONS        | 13.50           |
| <b>Summary</b>  | <b>Property Inspections</b> | <b>\$81.00</b>  |
| 10/06/2010      | TITLE SERVICES WORK         | \$225.00        |
| <b>Summary</b>  | <b>Title</b>                | <b>\$225.00</b> |

**Estimated Open Charges Through 12/14/2010**

| <u>Due Date</u> | <u>Description</u>          | <u>Amount</u>  |
|-----------------|-----------------------------|----------------|
| Estimated       | Property Inspections        | \$15.00        |
| <b>Summary</b>  | <b>Property Inspections</b> | <b>\$15.00</b> |

**Estimated Escrow Charges Through 12/14/2010**

| <u>Due Date</u>   | <u>Description</u>     | <u>Amount</u>     |
|-------------------|------------------------|-------------------|
| Escrow Balance    |                        | \$1,144.07        |
| Estimated         | BORROWER PAID MI       | 82.72             |
| Projected Balance |                        | \$1,226.79        |
| <b>Summary</b>    | <b>Escrow Subtotal</b> | <b>\$1,226.79</b> |

|                              |            |
|------------------------------|------------|
| SUBTOTAL                     | \$6,416.09 |
| Less Suspense Funds:         | \$0.00     |
| Less Pending Expense Credit: | \$0.00     |
| TOTAL                        | \$6,416.09 |

*This reinstatement is provided subject to final verification*

THIS COMMUNICATION IS FROM A DEBT COLLECTOR AS WE SOMETIMES ACT AS A DEBT COLLECTOR. WE ARE ATTEMPTING TO COLLECT A DEBT AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE. HOWEVER, IF YOU ARE IN BANKRUPTCY OR RECEIVED A BANKRUPTCY DISCHARGE OF THIS DEBT, THIS LETTER IS NOT AN ATTEMPT TO COLLECT THE DEBT, BUT NOTICE OF POSSIBLE ENFORCEMENT OF OUR LIEN AGAINST THE COLLATERAL PROPERTY. **COLORADO:** FOR INFORMATION ABOUT THE COLORADO FAIR DEBT COLLECTION PRACTICES ACT, SEE [WWW.COLORADOATTORNEYGENERAL.GOV/CA](http://WWW.COLORADOATTORNEYGENERAL.GOV/CA). LBPS maintains a local office at 600 Seventeenth Street, Suite 800 North Tower, Denver, CO 80202. The office's phone number is 866.436.4766. **NEW YORK CITY:** 1331537, 1340663, 1340148. **TENNESSEE:** This collection agency is licensed by the Collection Service Board of the Department of Commerce and Insurance. IBM Lender Business Process Services, Inc. is licensed to do business at 14523 SW Millikan Way, Beaverton, OR

Exhibit N

PRINCIPAL BALANCE  
 Loan: 20579448 HLISTA, ANTHONY J  
 Original Balance: 1061.35  
 Balance at Transfer: 1061.35

Lender Business Process Services  
 P.O. Box 4121  
 Beaverton, OR 97076

*Escrow Account*

| T | Post     | Dte      | Acrl | Dte | Payment | Amt | Susp | Amt | Susp | Bal     | Prin | Amt | Prin    | Bal | *                    |
|---|----------|----------|------|-----|---------|-----|------|-----|------|---------|------|-----|---------|-----|----------------------|
|   |          |          |      |     |         |     |      |     |      | .00     |      |     | 1061.35 |     |                      |
| 3 | 11/18/10 | 11/17/10 |      |     | -82.72  |     | .00  |     | .00  | -82.72  |      |     | 1144.07 |     | - Mortgage Insurance |
| 3 | 12/16/10 | 12/15/10 |      |     | -82.72  |     | .00  |     | .00  | -82.72  |      |     | 1226.79 |     | - Mortgage Insurance |
| 1 | 12/17/10 | 12/16/10 |      |     | 1226.79 |     | .00  |     | .00  | 1226.79 |      |     | .00     |     |                      |

*\*Escrow account balance is considered deficient unless the amount is preceded by a minus sign*



## PHELAN HALLINAN & SCHMIEG, LLP

1617 JFK Boulevard, Suite 1400  
One Penn Center Plaza  
Philadelphia, PA 19103  
Phone 215-563-7000  
Fax (215) 215-568-7616  
Email: FCResolution@fedphe.com

Foreclosure Resolution Department

Representing Lenders in  
Pennsylvania & New Jersey

December 7, 2010

Re: FANNIE MAE ("FEDERAL NATIONAL MORTGAGE ASSOCIATION") v.  
ANTHONY J. HLISTA and ALEXANDRA R. TRUNZO  
2925 IDAHO STREET  
BETHEL PARK, PA 15102-1633  
Loan #: 19265482

To Whom It May Concern:

In accordance with your recent request, please find a reinstatement figure in the amount of \$5,362.59, which is the amount needed to bring the account current with IBM LENDER BUSINESS PROCESS SERVICES, INC. Funds must be received in our office by December 14, 2010 in order to process and forward to our client.

Upon submitting payment, please note the following:

- **Personal checks will not be accepted.** Certified funds purchased from a bank and money orders. Title company and attorney escrow accounts checks, are also acceptable.
- **All checks must be made payable to the mortgage company stated above,** and forwarded to Phelan Hallinan & Schmieg, LLP.
- Include account number on the check for proper identification.
- **It is possible that additional expenditures may be incurred by either the mortgage company or this firm in the interim period between the time these figures are generated and the time monies are tendered. In this event, only the FULL monies will be accepted. Acceptance of the funds is contingent upon a complete review by our client.**

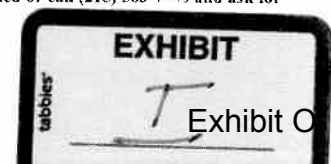
If you should have any questions, please feel free to contact our office.

Sincerely,

Phelan Hallinan & Schmieg, LLP  
Foreclosure Resolution Department

Please be advised that this firm is a debt collector attempting to collect a debt. Any information received will be used for that purpose. If you have received a discharge in bankruptcy, and this debt was not reaffirmed, this correspondence is not and should not be construed to be an attempt to collect a debt, but only enforcement of a lien against property.

As of the date of this communication, you owe the amount specified. Because of interest, late charges, and other charges that may vary from day to day, the amount due on the day you pay may be greater. Hence, if you pay the amount shown above, an adjustment may be necessary after we receive your check, in which event we will inform you before depositing the check for collection. For further information, write the undersigned or call (215) 563-7000 and ask for the Reinstatement Department.





## PHELAN HALLINAN & SCHMIEG, LLP

1617 JFK Boulevard, Suite 1400  
 One Penn Center Plaza  
 Philadelphia, PA 19103  
 Phone 215-563-7000  
 Fax (215) 215-568-7616  
 Email: FCResolution@fedphe.com

Representing Lenders in  
 Pennsylvania & New Jersey

### Reinstatement Figure

|              |  |              |                   |
|--------------|--|--------------|-------------------|
| <b>NAME:</b> | ANTHONY J. HLISTA and<br>ALEXANDRA R. TRUNZO | <b>ACCT.</b> | 19265482          |
| <b>DATE:</b> | December 7, 2010                             |              | December 14, 2010 |

|  |                 |
|--|-----------------|
| Total Payments Due                     | 3,814.80        |
| Late Charges                           | \$96.00         |
| Property Inspections                   | \$0.00          |
| BPO                                    | \$0.00          |
| Property Preservation                  | \$0.00          |
| Escrow Advance                         | 1,226.79        |
| Suspense                               | \$0.00          |
| Sheriff Commission                     | \$0.00          |
| Prothonotary of ALLEGHENY County Costs | \$0.00          |
| Sheriff of ALLEGHENY County Costs      | \$0.00          |
| Additional Foreclosure Costs           | \$0.00          |
| Attorney Fees                          | \$0.00          |
| Title Services Work                    | \$225.00        |
| Insufficient Funds                     | \$0.00          |
| <b>TOTAL</b>                           | <b>5,362.59</b> |

Please be advised that this firm is a debt collector attempting to collect a debt. Any information received will be used for that purpose. If you have received a discharge in bankruptcy, and this debt was not reaffirmed, this correspondence is not and should not be construed to be an attempt to collect a debt, but only enforcement of a lien against property.

As of the date of this communication, you owe the amount specified. Because of interest, late charges, and other charges that may vary from day to day, the amount due on the day you pay may be greater. Hence, if you pay the amount shown above, an adjustment may be necessary after we receive your check, in which event we will inform you before depositing the check for collection. For further information, write the undersigned or call (215) 563-7000 and ask for the Reinstatement Department.





12/20/10

HISTA, ANTHONY J  
TRUNZO, ALEXANDRA R  
2925 IDAHO AVE  
BETHEL PARK PA 15102

**Lender Business Process Services**

14523 SW Millikan Way Suite 200 Beaverton OR 97005

**Business Hours (Pacific Time)**

Mon-Thu 9:00am to 9:00pm, Fri 9:00am to 6:00pm  
Sat 9:00am to 12:00pm, Sun 11:00am to 5:00pm

**Payments**

P.O. Box 7162, Pasadena, CA 91109-7162

**Correspondence**

P.O. Box 4121, Beaverton, OR 97076-4121

**Phone**

866.570.5277

**Fax**

866.578.5277

**Website**

www.lbps.com

RE: Escrow No./Loan No.: 20579448/19265482

**ESCROW ACCOUNT DISCLOSURE STATEMENT**

Periodically, we review your escrow account to determine that we are collecting enough money to pay your insurance and/or taxes. We then present our review to you on this form referred to as an escrow analysis. This analysis is divided into two sections to clearly show you how we reviewed and adjusted your escrow account requirements for the upcoming year. Retain this statement for comparison with the actual activity on your next year's statement.

**Section 1: ACCOUNT HISTORY**

This is a statement of actual activity in your escrow account from November 2010 through January 2011.

| Month            | Payments to Escrow |           | Description          | Payments from Escrow |         | Escrow Balance |             |
|------------------|--------------------|-----------|----------------------|----------------------|---------|----------------|-------------|
|                  | Projected          | Actual    |                      | Projected            | Actual  | Projected      | Actual      |
| Starting Balance |                    |           |                      |                      |         | 00             | -1,661.35   |
| November         | 00                 | 00        | PRIVATE MORTGAGE INS | 00                   | \$2,72* | 00             | -1,144.97LB |
| December         | 00                 | 1,226.79* | PRIVATE MORTGAGE INS | 00                   | \$2,72* | 00             | .00         |
| January          | 00                 | 275.83*   | Esc PRIVATE MORTGAG  | 00                   | \$2,72* | 00             | 193.17      |
| Totals           | 00                 | 502.62    |                      | 00                   | 248.16  |                |             |

Your monthly payment was \$1,526.88 of which \$476.85 was for principal and/or interest and \$1,050.03 went into your escrow account. Your lowest escrow account balance was \$-1,144.97.

THIS COMPUTATION IS FROM A BEST GUESS. BECAUSE WE NOW TIME TO ACT WHEN WE COLLECT, WE ARE ATTEMPTING TO COLLECT A DEBT AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE. HOWEVER, IF YOU ARE IN BANKRUPTCY OR RECEIVED A BANKRUPTCY DISCHARGE, THIS LETTER IS NOT AN ATTEMPT TO COLLECT THE DEBT, BUT NOTICE OF POSSIBLE ENFORCEMENT OF OUR LIEN AGAINST THE COLLATERAL PROPERTY. COLORADO: FOR INFORMATION ABOUT THE COLORADO FAIR DEBT COLLECTION PRACTICES ACT, SEE [WWW.COLORADOATTORNEYGENERAL.COV.CO](http://WWW.COLORADOATTORNEYGENERAL.COV.CO). LBPS maintains a local office at 900 Seventeenth Street, Suite 800 North Tower, Denver, CO 80202. The office's phone number is 866.486.2766. NEW YORK CITY: LBPS is licensed to collect in New York City. The office's phone number is 866.486.2766. TENNESSEE: This collection agency is licensed by the Collection Service Board of the Department of Commerce and Insurance. If you have a complaint, please contact the Department of Commerce and Insurance at 1-800-342-7300. Lender Business Process Services, Inc. is located at 14523 SW Millikan Way, Beaverton, OR.

**Exhibit P**



Page 2

Account Number: 2004623189-8  
 Analysis Date: November 02, 2010  
 Account History - Release for Servicing Analysis

## Account History

| ITEM  | ACTUAL PAYMENTS | PROJECTED PAYMENTS | INCREASE/DECREASE |
|---|-----------------|--------------------|-------------------|
| Please note the increases/decreases that may have occurred from the projections. This has impacted the shortage/surplus in this analysis reflected on the front side of this statement: |                 |                    |                   |
| MORTGAGE INSURANCE  | 1,075.36        | 1,075.36           | .00               |
| HAZARD INSURANCE  | 612.00          | 547.00             | 65.00             |
| COMBINED TAXES  | 1,675.60        | 1,631.34           | 44.26             |

This is a statement of actual activity in your escrow account from November 1, 2009 through November 02, 2010. This section provides last year's projections and compares it with actual activity.

Your most recent monthly mortgage payment during the past year was \$752.58 of which \$475.85 was for principal and interest and \$275.83 was credited to your escrow account.

| MONTH             | ACTUAL PAYMENTS TO ESCROW ACCOUNT | PROJECTED PAYMENTS TO ESCROW ACCOUNT | ACTUAL PAYMENTS FROM ESCROW ACCOUNT | PROJECTED PAYMENTS FROM ESCROW ACCOUNT | DESCRIPTION                    | ACTUAL ESCROW RUNNING BALANCE | PROJECTED ESCROW RUNNING BALANCE |
|-------------------|-----------------------------------|--------------------------------------|-------------------------------------|--|--------------------------------|-------------------------------|----------------------------------|
| Starting Balance: |                                   |                                      |                                     |  |                                | \$683.95                      | \$687.47                         |
| NOV 09            | .00                               | 258.53 *                             | 82.72                               | 82.72                                  | PRIVATE MORTGAGE INSURANCE-PMI | 601.23                        | 861.28                           |
| DEC 09            | .00                               | 258.53 *                             | 82.72                               | 82.72                                  | PRIVATE MORTGAGE INSURANCE-PMI | 518.51                        | 1,035.09                         |
| JAN 10            | 790.17                            | 264.25 *                             | 82.72                               | 82.72                                  | PRIVATE MORTGAGE INSURANCE-PMI | 1,225.96                      | 1,131.66                         |
| FEB 10            | .00                               | 264.25 *                             | 82.72                               | 82.72                                  | PRIVATE MORTGAGE INSURANCE-PMI | 1,143.24                      | 1,313.19                         |
| FEB 10            | .00                               | .00                                  | 250.04                              | .00 *                                  | COUNTY TAX                     | 893.20                        | 1,313.19                         |
| MAR 10            | 551.66                            | 264.25 *                             | 82.72                               | 82.72                                  | PRIVATE MORTGAGE INSURANCE-PMI | 1,362.14                      | 1,494.72                         |
| MAR 10            | .00                               | .00                                  | .00                                 | 250.04 *                               | COUNTY TAX                     | 1,362.14                      | 1,244.68                         |
| APR 10            | .00                               | 264.25 *                             | 82.72                               | 82.72                                  | PRIVATE MORTGAGE INSURANCE-PMI | 1,279.42                      | 1,426.21                         |
| MAY 10            | 275.83                            | 264.25 *                             | 82.72                               | 82.72                                  | PRIVATE MORTGAGE INSURANCE-PMI | 1,472.53                      | 1,607.74                         |
| JUN 10            | .00                               | 264.25 *                             | 82.72                               | 82.72                                  | PRIVATE MORTGAGE INSURANCE-PMI | 1,389.81                      | 1,789.27                         |
| JUL 10            | .00                               | 264.25 *                             | 82.72                               | 82.72                                  | PRIVATE MORTGAGE INSURANCE-PMI | 1,307.09                      | 1,970.80                         |
| AUG 10            | .00                               | 264.25 *                             | 612.00                              | 547.00 *                               | HAZARD INSURANCE               | 695.09                        | 1,688.05                         |
| AUG 10            | .00                               | .00                                  | 82.72                               | 82.72                                  | PRIVATE MORTGAGE INSURANCE-PMI | 612.37                        | 1,605.33                         |
| AUG 10            | .00                               | .00                                  | 116.21                              | 116.21                                 | CITY/TOWN TAX                  | 496.16                        | 1,489.12                         |
| AUG 10            | .00                               | .00                                  | 1,309.35                            | 1,265.09 *                             | SCHOOL TAX                     | 813.19                        | 224.03                           |
| SEP 10            | .00                               | 264.25 *                             | 82.72                               | 82.72                                  | PRIVATE MORTGAGE INSURANCE-PMI | 695.91                        | 405.56                           |
| OCT 10            | .00                               | 264.25 *                             | 165.44                              | 82.72 *                                | PRIVATE MORTGAGE INSURANCE-PMI | 1,061.35                      | 587.09                           |
| NOV 10            | .00                               | 264.25 *                             | .00                                 | 82.72 *                                | PRIVATE MORTGAGE INSURANCE-PMI | 1,061.35                      | 768.62                           |
| NOV 10            | 1,061.35                          | .00 *                                | .00                                 | .00                                    | TRANSFER TO NEW SERVICER       | .00                           | 768.62                           |
| Totals:           | \$2,679.01                        | \$3,419.81                           | \$3,362.96                          | \$3,253.70                             |                                |                               |                                  |

An asterisk (\*) indicates a difference from a previous estimate either in the date or amount. Payment differences of \$2.00 or less will not be marked with an asterisk.

The escrow balance has been sent to the new servicer of your mortgage loan.

This is an attempt to collect a debt and any information obtained will be used for that purpose.



Page 1 of 1

## Account Statement

## Customer Service Information

Write To: IBM Lender Business Process Services, Inc.  
P.O. Box 4121  
Beaverton, OR 97076 4121

Business Hours: Mon-Thu 9am to 9pm, Fri 9am to 6pm  
Sat 9am to 12pm, Sun 11am to 5pm PT

For Information: Call: 866 570 5277  
Fax: 866 578 5277

OR Visit Us Online: [www.lbps.com](http://www.lbps.com)

See reverse side for additional important information

## Borrower Information

Phone - Home: 412-009-0459  
Phone - Work: \_\_\_\_\_  
Property Address: 2925 IDAHO AVE  
BETHEL PARK, PA 15102-1633

HLISTA, ANTHONY J  
TRUNZO, ALEXANDRA R  
2925 IDAHO AVE  
BETHEL PARK PA 15102-1633

## Account Information

Loan Number: 19265482

Statement Date: 12/21/10

Interest Rate: 7.250%

Payment Breakdown:  
Principal & Interest: \$ 476.85  
Escrow: \$ 275.83  
Other: \$ 0.00  
Total: \$ 752.68

Year To Date  
Interest Paid

3,277.58

Year To Date  
Late Charges Paid

0.00

Year To Date  
Taxes Paid

0.00

Year To Date  
Principal Paid

537.22

New Principal  
Balance\*

67,507.74

New Escrow  
Balance

0.00

New Interest  
Arrearage Balance

0.00

New Escrow  
Arrearage Balance

0.00

\*This is not a payoff figure. It does not include interest, fees, and costs.

## Activity Since Your Last Statement

| Date     | Description          | Principal | Interest | Escrow | Late Charge/<br>Other Fees | Other | Suspense | Total  |
|----------|----------------------|-----------|----------|--------|----------------------------|-------|----------|--------|
| 12/16/10 | ESCROW - INSURANCE   | .00       | .00      | -82.72 | .00                        | .00   | .00      | -82.72 |
| 12/17/10 | LOAN INSTALLMENT     | 65.75     | 411.10   | .00    | .00                        | .00   | .00      | 476.85 |
| 12/17/10 | PROPERTY INSPECTIONS | .00       | .00      | .00    | 13.50                      | .00   | .00      | 13.50  |
| 12/17/10 | LOAN INSTALLMENT     | 66.14     | 410.71   | .00    | .00                        | .00   | .00      | 476.85 |
| 12/17/10 | PROPERTY INSPECTIONS | .00       | .00      | .00    | 13.50                      | .00   | .00      | 13.50  |
| 12/17/10 | LOAN INSTALLMENT     | 66.54     | 410.31   | .00    | .00                        | .00   | .00      | 476.85 |
| 12/17/10 | PROPERTY INSPECTIONS | .00       | .00      | .00    | 13.50                      | .00   | .00      | 13.50  |
| 12/17/10 | LOAN INSTALLMENT     | 66.94     | 409.91   | .00    | .00                        | .00   | .00      | 476.85 |
| 12/17/10 | PROPERTY INSPECTIONS | .00       | .00      | .00    | 13.50                      | .00   | .00      | 13.50  |
| 12/17/10 | LOAN INSTALLMENT     | 67.35     | 409.50   | .00    | .00                        | .00   | .00      | 476.85 |
| 12/17/10 | PROPERTY INSPECTIONS | .00       | .00      | .00    | 13.50                      | .00   | .00      | 13.50  |
| 12/17/10 | LOAN INSTALLMENT     | 67.76     | 409.09   | .00    | .00                        | .00   | .00      | 476.85 |

\* ADDITIONAL TRANSACTIONS MAY EXIST. FOR MORE DETAILS, PLEASE CONTACT CUSTOMER SERVICE.

## Important Messages

NOTICE - CHECK PAYMENTS PROCESSED AS ELECTRONIC FUND TRANSFERS  
When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction.

## IMPORTANT TAX INFORMATION

In order to ensure appropriate interest credit for the 2010 year, all scheduled payments must be received on or before 5:00 pm Pacific time December 31, 2010. All year end tax information will be mailed no later than January 31, 2011.

Please visit our website at [www.lbps.com](http://www.lbps.com)

Please return this coupon with your payment and include your loan number on your payment.



HLISTA, ANTHONY J  
TRUNZO, ALEXANDRA R  
Loan #: 19265482-1

Please check this box if you have  
provided us with any information  
on the reverse side of this coupon

LENDER BUSINESS PROCESS SERVICES  
P.O. BOX 7162  
PASADENA, CA 91109-7162



## Payment Coupon

Payment Due Date: 01/01/11  
Current Payment: \$ 752.68  
Past Due Payment(s): \$ 0.00  
Other Charges: \$ 1,093.50 (346 + 713.50)  
Prior Unpaid Interest: \$ 0.00  
Suspense (Credit): \$ 0.00  
TOTAL AMOUNT DUE: \$ 1,806.18  
AFTER 01/16/11: \$ 1,830.02  
(Includes late charge)

Any additional funds permitted will be applied  
to amounts due as of the date received and  
thereafter to the principal balance.

TOTAL ENCLOSED \$

If payment is made through Mortgage Servicing, this coupon is void.

000075268 000180618 000183002 0192654823 0001 1

Exhibit P



12/20/10

HLISTA, ANTHONY J  
TRUNZO, ALEXANDRA R  
2925 IDAHO AVE  
BETHEL PARK PA 15102

# Lender Business Process Services

14523 SW Millikan Way, Suite 200, Beaverton, OR 97005

## Business Hours (Pacific Time)

Mon-Thu 9:00am to 5:00pm, Fri 9:00am to 6:00pm  
Sat 9:00am to 12:00pm, Sun 11:00am to 5:00pm

## Payments

P.O. Box 7162, Pasadena, CA 91109-7162

## Correspondence

P.O. Box 4121, Beaverton, OR 97076-4121

## Phone

866.570.5277

## Fax

866.578.5277

## Website

www.lbps.com

RE: Escrow No./Loan No.: 20579448/19265482

## ESCROW ACCOUNT DISCLOSURE STATEMENT

Periodically, we review your escrow account to determine that we are collecting enough money to pay your insurance and/or taxes. We then present our review to you on this form referred to as an escrow analysis. This analysis is divided into two sections to clearly show you how we reviewed and adjusted your escrow account requirements for the upcoming year. Retain this statement for comparison with the actual activity on your next year's statement.

### Section 1: ACCOUNT HISTORY

This is a statement of actual activity in your escrow account from November 2010 through January 2011.

| Month            | Payments to Escrow |           | Description          | Payments from Escrow |        | Escrow Balance |              |
|------------------|--------------------|-----------|----------------------|----------------------|--------|----------------|--------------|
|                  | Projected          | Actual    |                      | Projected            | Actual | Projected      | Actual       |
| Starting Balance |                    |           |                      |                      |        | 00             | -1,061.35    |
| November         | .00                | .00       | PRIVATE MORTGAGE INS | .00                  | 82.72* | .00            | -1,144.071.0 |
| December         | .00                | 1,226.79* | PRIVATE MORTGAGE INS | .00                  | 82.72* | .00            | .00          |
| January          | .00                | 275.83*   | Est. PRIVATE MORTGAG | .00                  | 82.72* | .00            | 193.11       |
| Totals           | .00                | 1,502.62  |                      | .00                  | 248.16 |                |              |

Your monthly payment was \$ 752.68 of which \$ 476.85 was for principal and/or interest and \$ 275.83 went into your escrow account. Your lowest escrow account balance was \$ -1,144.07.

THIS COMMUNICATION IS FROM A DEBT COLLECTION AGENCY. WE SOMETIMES ACT AS A DEBT COLLECTOR. WE ARE ATTEMPTING TO COLLECT A DEBT AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE. HOWEVER, IF YOU ARE IN BANKRUPTCY OR RECEIVED A BANKRUPTCY DISCHARGE OF THIS DEBT, THIS LETTER IS NOT AN ATTEMPT TO COLLECT THE DEBT, BUT NOTICE OF POSSIBLE ENFORCEMENT OF OUR LIEN AGAINST THE COLLATERAL PROPERTY. COLORADO: FOR INFORMATION ABOUT THE COLORADO FAIR DEBT COLLECTION PRACTICES ACT, SEE [WWW.COLORADOATTORNEYSGENERAL.COM/CA](http://WWW.COLORADOATTORNEYSGENERAL.COM/CA). LBPS maintains a local office at 900 Seventeenth Street, Suite 800 North Tower, Denver, CO 80202. The office's phone number is 866.436.4766. NEW YORK CITY: LBPS maintains a local office at 14523 SW Millikan Way, Beaverton, OR 97005. The office's phone number is 866.436.4766. PENNSYLVANIA: This collection agency is licensed by the Collection Service Board of the Department of Commerce and Insurance. JBM Lender Business Process Services, Inc. is licensed to do business at 14523 SW Millikan Way, Beaverton, OR 97005.



## Section 2: ACCOUNT PROJECTION FOR THE COMING YEAR

This is an estimate of activity in your escrow account during the coming year based on payments anticipated to be made from your account. Your monthly mortgage payment for the coming year will be \$ 862.97 of which \$ 476.85 will be for principal and/or interest and \$ 386.12 will go into your escrow payment.

**NOTE:** This analysis was prepared in advance of the escrow payment change date. Therefore, the Projected Escrow Account Balance assumes that you have made all required monthly payments up to the new payment effective date and all scheduled payments from your escrow account have been made. If you have an Interest Only or Adjustable Rate Mortgage, this payment can vary.

| Month            | Projected Pymt to Escrow | Projected Payments from Description | Amount   | Escrow Balance Projected |
|------------------|--------------------------|-------------------------------------|----------|--------------------------|
| Starting Balance |                          |                                     |          | 193.11                   |
| February         | 386.12                   | PRIVATE MORTGAGE INS                | 82.72    | 496.51                   |
| March            | 386.12                   | PRIVATE MORTGAGE INS                | 82.72    | 799.91                   |
|                  |                          | COUNTY PROPERTY TAX                 | 250.04   | 549.87                   |
| April            | 386.12                   | PRIVATE MORTGAGE INS                | 82.72    | 853.27                   |
| May              | 386.12                   | PRIVATE MORTGAGE INS                | 82.72    | 1,156.67                 |
| June             | 386.12                   | PRIVATE MORTGAGE INS                | 82.72    | 1,460.07                 |
| July             | 386.12                   | PRIVATE MORTGAGE INS                | 82.72    | 1,763.47                 |
| August           | 386.12                   | HAZARD INSURANCE                    | 612.00   | 1,537.59                 |
|                  |                          | PRIVATE MORTGAGE INS                | 82.72    | 1,454.87                 |
|                  |                          | SCHOOL TAX                          | 1,309.34 | 145.53                   |
|                  |                          | BOROUGH TAX                         | 250.04   | - 104.51                 |
| September        | 386.12                   | PRIVATE MORTGAGE INS                | 82.72    | 198.89                   |
| October          | 386.12                   | PRIVATE MORTGAGE INS                | 82.72    | 502.29                   |
| November         | 386.12                   | PRIVATE MORTGAGE INS                | 82.72    | 805.69                   |
| December         | 386.12                   | PRIVATE MORTGAGE INS                | 82.72    | 1,109.09                 |
| January          | 386.12                   | PRIVATE MORTGAGE INS                | 82.72    | 1,412.49                 |
| Totals           | 4,633.44                 |                                     | 3,414.56 |                          |

The Real Estate Settlement Procedures Act (RESPA) allows us to collect and maintain up to 1/6 of your total disbursements in your escrow account at all times. The cushion covers any potential increase in your tax and/or insurance disbursements. Cushion selected by servicer: \$ 403.57. The 403.57 is included in the calculation of your escrow account payment.

**Explanation of Shortage:** The projected beginning balance (expected balance in your escrow account) is \$ 193.11. Your required escrow balance according to this analysis should be \$ 1,412.46. This means you have a shortage of \$ 1,219.35. This shortage may be collected from you over a period of 12 months or more unless the shortage is less than 1 month's deposit, in which case we have the additional option of requesting payment within 30 days. We will collect the shortage over 12

**2010 MORTGAGE COUNTY TAX RECEIPT**



**County of Allegheny**  
**John K. Weinstein**  
 Allegheny County Treasurer

412-350-4100—Toll Free 1-866-282-TAXS (8297)

HLISTA ANTHONY J  
 2925 IDAHO ST  
 BETHEL PARK, PA 15102

According to official county records, your mortgage company has paid your 2010 Allegheny County Real Estate Property Tax as follows:

|                      |             |             |         |
|----------------------|-------------|-------------|---------|
| Date Paid            | 3/27/2010   | Amount Paid | \$ 5.98 |
| Property Lot & Block | 476-L-80    |             | 00      |
| Property Location    | 0 IDAHO AVE |             |         |



*John K. Weinstein*  
 John K. Weinstein  
 County Treasurer

Please retain this official tax receipt for your records and compare to your year-end mortgage statement.

**November 2010**

Dear Fellow Taxpayer,

This is not a bill, but a receipt and an effort to keep those taxpayers with mortgages informed as to when their Allegheny County Real Estate Taxes have been paid. Therefore, please be advised that according to our official records, your mortgage company has **PAID** your 2010 Allegheny County Real Estate Taxes as listed on the above tax receipt statement.

It is important to note that Allegheny County offers a discount if taxes are paid by March 31st each year. Since your mortgage company paid your taxes by this date, you realized a savings of 2%. All mortgage companies should take advantage of this discount for their respective customers.

You should also be aware that Allegheny County offers a 'Homestead Exclusion Program' for residential property only. The first \$15,000.00 of a property's taxable market value is excluded from county taxation, resulting in a \$70.35 reduction in county property tax for each qualified home. For example, if your home has a taxable market value of \$75,000.00, once you would have applied for the Homestead Exclusion Program, the County would have reduced the taxable value to \$60,000.00 saving you the \$70.35 off your county tax bill. To qualify, you simply must **own** and **reside** in the property; rental property does not qualify for this program. To receive this reduction, the law requires that you apply through the Allegheny County Office of Property Assessment. If you already receive this exclusion, you do not have to re-apply each year. You can check the status of your property on the 'General Information' page of the Allegheny County Real Estate website at [www.county.allegheny.pa.us](http://www.county.allegheny.pa.us). If you have not yet applied for this valuable reduction, you can download an application from the Department of Property Assessment's web page, or for your convenience, one is enclosed. Applications must be received by March 1st each year, and the Office of Property Assessment is now accepting applications for 2011.

It is my sincere hope that the above information may be useful to you. Please retain this document for your official tax records. For accuracy, please compare the amount paid on the above tax receipt to your detailed mortgage statement received each year from your mortgage company. Should you have any questions, please feel free to contact our Taxpayer Assistance Department at 412-350-4100 or Toll Free at 1-866-282-TAXS and we will be happy to assist you.

Very truly yours,

*John K. Weinstein*  
 John K. Weinstein  
 County Treasurer

**2010 MORTGAGE COUNTY TAX RECEIPT**

**County of Allegheny**  
**John K. Weinstein**  
 Allegheny County Treasurer

412-350-4100—Toll Free 1-866-282-TAXS (8297)

HLISTA ANTHONY J  
 2925 IDAHO ST  
 BETHEL PARK, PA 15102

According to official county records, your mortgage company has paid your 2010 Allegheny County Real Estate Property Tax as follows:

|                      |                |             |           |
|----------------------|----------------|-------------|-----------|
| Date Paid            | 3/27/2010      | Amount Paid | \$ 244.06 |
| Property Lot & Block | 476-L-82       |             | 00        |
| Property Location    | 2925 IDAHO AVE |             |           |



*John K. Weinstein*  
**John K. Weinstein**  
 County Treasurer

Please retain this official tax receipt for your records and compare to your year-end mortgage statement.

**November 2010**

Dear Fellow Taxpayer,

This is not a bill, but a receipt and an effort to keep those taxpayers with mortgages informed as to when their Allegheny County Real Estate Taxes have been paid. Therefore, please be advised that according to our official records, your mortgage company has **PAID** your 2010 Allegheny County Real Estate Taxes as listed on the above tax receipt statement.

It is important to note that Allegheny County offers a discount if taxes are paid by March 31st each year. Since your mortgage company paid your taxes by this date, you realized a savings of 2%. All mortgage companies should take advantage of this discount for their respective customers.

You should also be aware that Allegheny County offers a 'Homestead Exclusion Program' for residential property only. The first \$15,000.00 of a property's taxable market value is excluded from county taxation, resulting in a \$70.35 reduction in county property tax for each qualified home. For example, if your home has a taxable market value of \$75,000.00, once you would have applied for the Homestead Exclusion Program, the County would have reduced the taxable value to \$60,000.00 saving you the \$70.35 off your county tax bill. To qualify, you simply must **own** and **reside** in the property; rental property does not qualify for this program. To receive this reduction, the law requires that you apply through the Allegheny County Office of Property Assessment. If you already receive this exclusion, you do not have to re-apply each year. You can check the status of your property on the 'General Information' page of the Allegheny County Real Estate website at [www.county.allegheny.pa.us](http://www.county.allegheny.pa.us). If you have not yet applied for this valuable reduction, you can download an application from the Department of Property Assessment's web page, or for your convenience, one is enclosed. Applications must be received by March 1st each year, and the Office of Property Assessment is now accepting applications for 2011.

It is my sincere hope that the above information may be useful to you. Please retain this document for your official tax records. For accuracy, please compare the amount paid on the above tax receipt to your detailed mortgage statement received each year from your mortgage company. Should you have any questions, please feel free to contact our Taxpayer Assistance Department at 412-350-4100 or Toll Free at 1-866-282-TAXS and we will be happy to assist you.

Very truly yours,

*John K. Weinstein*  
**John K. Weinstein**  
 County Treasurer





8-769-01146-0057615-012-1-000-000-000-000

HLISTA, ANTHONY J  
TRUNZO, ALEXANDRA R  
437 GRANT ST, STE 200  
C/O MICHAEL P MALAKOFF  
PITTSBURGH PA 15219

Account Statement

Customer Service Information

Write To: IBM Lender Business  
Process Services, Inc.  
P.O. Box 4121  
Beaverton, OR 97076-4121

Business Hours: Mon-Thu 5am to 9pm; Fri 5am to 6pm  
Sat 6am to 12pm; Sun 11am to 5pm PT

For Information: Call: 866.570.5277  
Fax: 866.578.5277

OR Visit Us Online: [www.lbps.com](http://www.lbps.com)

See reverse side for additional important information

Borrower Information

Phone - Home: 412-009-0459  
Phone - Work:  
Property Address: 2925 IDAHO AVE  
BETHEL PARK, PA 15102-1633

Account Information

Loan Number: 19265482

|                       |           | Year To Date<br>Interest Paid | Year To Date<br>Late Charges Paid | Year To Date<br>Taxes Paid        | Year To Date<br>Principal Paid  |
|-----------------------|-----------|-------------------------------|-----------------------------------|-----------------------------------|---------------------------------|
| Statement Date:       | 01/18/11  | 0.00                          | 0.00                              | 0.00                              | 0.00                            |
| Interest Rate:        | 7.250%    | New Principal<br>Balance*     | New Escrow<br>Balance             | New Interest<br>Arrearage Balance | New Escrow<br>Arrearage Balance |
| Payment Breakdown:    |           | 67,507.74                     | 0.00                              | 0.00                              | 0.00                            |
| Principal & Interest: | \$ 476.85 |                               |                                   |                                   |                                 |
| Escrow:               | \$ 386.12 |                               |                                   |                                   |                                 |
| Other:                | \$ 0.00   |                               |                                   |                                   |                                 |
| Total:                | \$ 862.97 |                               |                                   |                                   |                                 |

\*This is not a payoff figure. It does not include interest, fees, and costs.

Activity Since Your Last Statement

| Date     | Description | Principal | Interest | Escrow | Late Charge/<br>Other Fees | Other | Suspense | Total  |
|----------|-------------|-----------|----------|--------|----------------------------|-------|----------|--------|
| 01/18/11 | LATE CHARGE | .00       | .00      | .00    | -23.84                     | .00   | .00      | -23.84 |

Important Messages

NOTICE - CHECK PAYMENTS PROCESSED AS ELECTRONIC FUND TRANSFERS  
When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction.

Please visit our website at [www.lbps.com](http://www.lbps.com)

Please return this coupon with your payment and include your loan number on your payment.



HLISTA, ANTHONY J  
TRUNZO, ALEXANDRA R

Loan #: 19265482-1

☐ Please check this box if you have provided us with any information on the reverse side of this coupon:

LENDER BUSINESS PROCESS SERVIC  
P.O. BOX 7162  
PASADENA, CA 91109-7162



Payment Coupon

Payment Due Date 02/01/11  
Current Payment \$ 862.97  
Past Due Payment(s) \$ 752.68  
Other Charges \$ 1,077.34  
Prior Unpaid Interest \$ 0.00  
Suspense (credit) \$ 0.00  
TOTAL AMOUNT DUE \$ 2,692.99  
AFTER 02/16/11 (Includes late charge) \$ 2,716.83

Any additional funds remitted will be applied to amounts due as of the date received and thereafter to the principal balance.

TOTAL ENCLOSED \$

If payment is made through MortgageDirect, this bill is for information only.

000086297 000269299 000271683 0192654821 0001 3

Exhibit Q



8-769-01146-0057615-012-2-000-000-000-000  
HLISTA, ANTHONY J  
TRUNZO, ALEXANDRA R  
437 GRANT ST, STE 200  
C/O MICHAEL P MALAKOFF  
PITTSBURGH PA 15219

PAGE 2 OF 2

ACCOUNT NUMBER: 19265482  
FOR INFORMATION CALL: 1-866-570-5277  
CUSTOMER SERVICE HOURS:  
Mon-Thu 5am TO 9pm; Fri 5am TO 6pm  
Sat 6am TO 12pm; Sun 11am TO 5pm PT

SEE REVERSE SIDE FOR ADDITIONAL INFORMATION

☐ CORRECTED (if checked)

|   |  |  |   |
|---|--|--|---|
| RECIPIENT'S/LENDER'S name, address, and telephone number<br>IBM Lender Business Process Services, Inc.<br>PO Box 4121<br>Beaverton, OR 97076-4121<br><br>Phone No. 866-570-5277         | * Caution: The amount shown may not be fully deductible by you. Limits based on the loan amount and the cost and value of the secured property may apply. Also, you may only deduct interest to the extent it was incurred by you, actually paid by you, and not reimbursed by another person. | OMB No. 1545-0901<br><br><b>2010</b><br><br>Form <b>1098</b> | <b>Mortgage Interest Statement</b>  |
| PAYER'S/BORROWER'S name, street address (including apt. no.), city, state, and ZIP code<br><br>HLISTA, ANTHONY J<br>TRUNZO, ALEXANDRA R<br>437 GRANT ST, STE 200<br>PITTSBURGH PA 15219 | 1 Mortgage interest received from payer(s)/borrower(s)*<br>\$ <b>3,277.58</b>  |  | <b>Copy B</b><br><b>For Payer/Borrower</b><br><br>The information in boxes 1, 2, 3, and 4 is important tax information and is being furnished to the Internal Revenue Service. If you are required to file a return, a negligence penalty or other sanction may be imposed on you if the IRS determines that an underpayment of tax results because you overstated a deduction for this mortgage interest or for these points or because you did not report this refund of interest on your return. |
|   | 2 Points paid on purchase of principal residence<br>\$ <b>.00</b>  |  |   |
|   | 3 Refund of overpaid interest<br>\$ <b>.00</b>   |  |   |
|   | 4 Mortgage insurance premiums<br>\$ <b>.00</b>   |  |   |
|   | 5 <b>PROPERTY TAXES</b><br><b>.00</b>  |  |   |
|   | RECIPIENT'S federal identification no.<br><b>20-5951227</b>  | PAYER'S social security number<br><b>XXX-XX-7321</b>         |   |
|   | Account number (see instructions) <b>19265482</b>  |  |   |

Form **1098**

(Keep for your records)

Department of the Treasury - Internal Revenue Service

ACCOUNT STATEMENT

|   |  |  |                 |                           |             |   |        |   |                           |             |                        |            |                             |          |                        |        |                     |        |
|---|--|--|-----------------|---------------------------|-------------|---|--------|---|---------------------------|-------------|------------------------|------------|-----------------------------|----------|------------------------|--------|---------------------|--------|
| IBM Lender Business Process Services, Inc.<br>PO Box 4121<br>Beaverton, OR 97076-4121<br>20-5951227   | HLISTA, ANTHONY J<br>TRUNZO, ALEXANDRA R<br>437 GRANT ST, STE 200<br>PITTSBURGH PA 15219 | Tax Year: 2010<br>Acct#: 19265482<br>Last 4 digits of SSN: XXX-XX-7321 |                 |                           |             |   |        |   |                           |             |                        |            |                             |          |                        |        |                     |        |
| <p>The following is a statement of your account for the period during which we have serviced your loan:</p>   |  |  |                 |                           |             |   |        |   |                           |             |                        |            |                             |          |                        |        |                     |        |
| <p>PRINCIPAL RECONCILITATION</p> <table><tr><td>Beginning Principal Balance:</td><td>\$68,044.96</td></tr><tr><td>Ending Principal Balance:</td><td>\$67,507.74</td></tr><tr><td>Amount Added to Principal Due to Negative Amortization:</td><td>\$0.00</td></tr></table> |  | Beginning Principal Balance:   | \$68,044.96     | Ending Principal Balance: | \$67,507.74 | Amount Added to Principal Due to Negative Amortization: | \$0.00 | <p>ESCROW RECONCILIATION</p> <table><tr><td>Beginning Escrow Balance:</td><td>\$1,061.35-</td></tr><tr><td>Total Escrow Deposits:</td><td>\$1,226.79</td></tr><tr><td>Total Escrow Disbursements:</td><td>\$165.44</td></tr><tr><td>Ending Escrow Balance:</td><td>\$0.00</td></tr><tr><td>Interest on Escrow:</td><td>\$0.00</td></tr></table> | Beginning Escrow Balance: | \$1,061.35- | Total Escrow Deposits: | \$1,226.79 | Total Escrow Disbursements: | \$165.44 | Ending Escrow Balance: | \$0.00 | Interest on Escrow: | \$0.00 |
| Beginning Principal Balance:  | \$68,044.96  |  |                 |                           |             |   |        |   |                           |             |                        |            |                             |          |                        |        |                     |        |
| Ending Principal Balance:   | \$67,507.74  |  |                 |                           |             |   |        |   |                           |             |                        |            |                             |          |                        |        |                     |        |
| Amount Added to Principal Due to Negative Amortization:   | \$0.00   |  |                 |                           |             |   |        |   |                           |             |                        |            |                             |          |                        |        |                     |        |
| Beginning Escrow Balance:   | \$1,061.35-  |  |                 |                           |             |   |        |   |                           |             |                        |            |                             |          |                        |        |                     |        |
| Total Escrow Deposits:  | \$1,226.79   |  |                 |                           |             |   |        |   |                           |             |                        |            |                             |          |                        |        |                     |        |
| Total Escrow Disbursements:   | \$165.44   |  |                 |                           |             |   |        |   |                           |             |                        |            |                             |          |                        |        |                     |        |
| Ending Escrow Balance:  | \$0.00   |  |                 |                           |             |   |        |   |                           |             |                        |            |                             |          |                        |        |                     |        |
| Interest on Escrow:   | \$0.00   |  |                 |                           |             |   |        |   |                           |             |                        |            |                             |          |                        |        |                     |        |
| <p>REAL ESTATE TAXES ADVANCED</p> <table><tr><td>Property Taxes:</td><td>\$0.00</td></tr></table>   |  |  | Property Taxes: | \$0.00                    |             |   |        |   |                           |             |                        |            |                             |          |                        |        |                     |        |
| Property Taxes:   | \$0.00   |  |                 |                           |             |   |        |   |                           |             |                        |            |                             |          |                        |        |                     |        |

If the Tax ID Number shown above is incorrect or if the space is blank, please complete the Tax Identification Certification on the reverse side of this statement and return to us at our return address above.