

**EMC  
Mortgage  
Corporation**

September 21, 2009



Cheryl F Engrassia  
44 Grant St  
Milford, MA 01757-2018

Sample Right to  
Cure letter  
not sent by  
Mortgagee of  
record

Re: Loan No:   
Property Address: 44 Grant St # 1  
Milford, MA 01757-2018

Dear Cheryl F Engrassia:

You are hereby provided formal notice by the Servicer EMC Mortgage Corporation as authorized by the Creditor of the above-referenced home loan (hereinafter referred to as "the Debt") that you are in default under the terms and conditions of the Note and Security Instrument (i.e. Deed of Trust, Mortgage, etc.) for failure to pay the required installments when due, and important data regarding that information is found in this document.

This letter serves as further notice that EMC Mortgage Corporation intends to enforce the provisions of the Note and Security Instrument. You must pay the full amount of the default on this loan by the Ninetieth (90th) day from the date of this letter which is 12/20/2009 (or if said date falls on a Saturday, Sunday, or legal holiday, then on the first business day thereafter). If you do not pay the full amount of the default, EMC Mortgage Corporation shall accelerate the entire sum of both principal and interest due and payable, and invoke any remedies provided for in the Note and Security Instrument, including but not limited to the foreclosure sale of the property. If you received a bankruptcy discharge, which included this debt, this notice is not intended and does not constitute an attempt to collect a debt against you personally. Notice provisions may be contained within your mortgage/deed of trust which notice may be required prior to foreclosure.

EMC Mortgage Corporation is acting as the Mortgage Servicer for Cmlt 2007-fre1, whose address is 7080 Samuel Morse Drive Columbia, MD 21046, who is the Mortgagee of the Note and Deed of Trust associated with your real estate loan. The originator of the Debt is FREMONT INVESTMENT.

The loan is in default because regular monthly mortgage payments have not been maintained according to the terms of the mortgage contract. The total amount owed as of 09/19/2009 is , which is comprised of:

- Monthly Payment of Principal, Interest and Escrow
- Late Charges (if applicable)
- NSF and Advances (if applicable)
- Less Credit Balance (Suspense)
- Total Due as of 09/19/2009



**IMPORTANT INFORMATION CONCERNING YOUR RIGHTS IS  
CONTAINED ON PAGE TWO**

Page two

Because of interest, late charges, or credits that may vary from day to day, or be assessed during the legal processing of this letter, the amount due on the day that you pay may be greater. Please contact Issac Nunez with EMC Mortgage Corporation at 1-866-841-6355 on the day that you intend to pay for the full amount owed on your account. This letter is in no way intended as a payoff statement for your mortgage, it merely states an amount necessary to cure the current delinquency.

You are hereby informed that you have the right to "cure" or reinstate the loan after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense you may have to acceleration and sale. Please note, however, that your right to cure this default as referenced herein does not suspend your payment obligations. Pursuant to the terms of the Note, your [redacted] installment is still due on [redacted] (or if said date(s) falls on a Saturday, Sunday, or legal holiday, then on the first business day thereafter). In addition, any advances made by the Servicer to protect their lien position must be added to the total amount necessary to cure the default. Please disregard this notice if a payment sufficient to cure the default has already been sent.

**EMC Mortgage Corporation is attempting to collect a debt, and any information obtained will be used for that purpose.**

A "CURE" or "Reinstatement Right" similar to that described in the prior paragraph may be available in many states. If, at any time, you make a written request not to be contacted by phone at your place of employment, we will not do so. If, at any time, you make a written request not to contact you, we will not do so, except by legal action. If you voluntarily surrender possession of the collateral specified herein, you could still owe additional monies after the money received from the sale of the collateral is deducted from the total amount you owe.

**NOTICE OF IMPORTANT RIGHTS: YOU HAVE THE RIGHT TO MAKE A WRITTEN OR ORAL REQUEST THAT TELEPHONE CALLS REGARDING YOUR DEBT NOT BE MADE TO YOU AT YOUR PLACE OF EMPLOYMENT. ANY SUCH ORAL REQUEST WILL BE VALID FOR ONLY TEN DAYS UNLESS YOU PROVIDE WRITTEN CONFIRMATION OF THE REQUEST POSTMARKED OR DELIVERED WITHIN SEVEN DAYS OF SUCH REQUEST. YOU MAY TERMINATE THIS REQUEST BY WRITING TO THE CREDITOR.**

EMC Mortgage Corporation would like you to be aware that if you are unable to make payments or resume payments within a reasonable period of time due to a reduction in your income resulting from a loss or reduction in your employment, you may be eligible for Homeownership Counseling. Please contact the HUD toll free number 1-800-569-4287 to obtain a list of HUD approved nonprofit organizations servicing your residential area. You may be eligible for assistance from the Massachusetts Housing Finance Agency and/or the Division of Banks. Please contact the Massachusetts Housing Finance Agency toll free number at 1-888-995-HOPE or the Division of Banks at 1-800-495-BANK (within Massachusetts only) or 617-956-1500 (outside of Massachusetts) to request this assistance.

You are notified that this default and any other legal action that may occur as a result thereof may be reported to one or more local and national credit reporting agencies. EMC Mortgage Corporation requests that all payments be made in certified funds, cashier's check or money order(s) payable to and mailed to EMC Mortgage Corporation at Po Box 660753 Dallas, TX 75266-0753. You may contact Issac Nunez with EMC Mortgage Corporation at 1-866-841-6355 should you have servicing questions regarding your account.

**An important reminder for all our customers: As stated in the "Questions and Answers for Borrowers about the Homeowner Affordability and Stability Plan" distributed by the Obama Administration, "Borrowers should beware of any organization that attempts to charge a fee for housing counseling or modification of a delinquent loan, especially if they require a fee in advance." EMC offers loan modification assistance free of charge (i.e., no modification fee required). Please call us immediately at 1-888-609-2433 to discuss your options. The longer you delay the fewer options you may have.**

The matters discussed herein are of extreme importance. We trust you will give them appropriate attention.

Very truly yours,  
EMC Mortgage Corporation

2780 Lake Vista Drive Lewisville, TX 75067-3884  
MAILING ADDRESS: Po Box 660753 Dallas, TX 75266-0753

COMMONWEALTH OF MASSACHUSETTS  
 LAND COURT  
 DEPARTMENT OF THE TRIAL COURT  
 MORTGAGEE'S AFFIDAVIT

LAND COURT  
 FILED  
 12 JUL 17 PM 2:52  
 12 MISC.467832  


Under Massachusetts General Laws, Chapter 244, Section 35 A, as amended by St. 2010, Chapter 258, Section 7.

Case No. - \_\_\_\_\_

Defendant(s)/Mortgagor(s): Cheryl F. Engrassia and David Engrassia

Property Address: 44 Grant Street, <sup>4th</sup> Unit 1 in the 44-46 Grant St Condominium  
 Milford, MA 01757

- 1) The undersigned make oath and says that it is (check one):
- The Mortgagee of the Mortgage which is the subject of this proceeding; or
  - One who holds under the Mortgage; or
  - One who is authorized to act by and on behalf of either the Mortgagee or one holding under the Mortgage;

**AND**

- 2) The undersigned makes oath and says that (check one):
- The undersigned or a prior holder of the Mortgage has caused to be mailed the Notice(s)\* to Defendant(s)/Mortgagor(s) in compliance with Massachusetts General Laws, Chapter 244, Section 35A, as amended

**OR**

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

C8.1310

\*719712\*

Signed under the pains and penalties of perjury this 24 day of May 2012.

Plaintiff(s) Wells Fargo Bank N.A., as  
Trustee for the  
Certificateholders of  
Carrington Mortgage Loan  
Trust, Series 2007-FRE1  
Asset-Backed Pass-Through  
Certificates

By: JPMorgan Chase Bank NA



Name: Nick Parrish  
Title: Vice President

**\*COPY OF CHAPTER 244, SECTION 35A NOTICE ATTACHED**

C8.1310

February 24, 2011

Loan Number:

VIA CERTIFIED MAIL AND  
REGULAR U.S. MAILSelena R Coverdale  
19 Shady Lane Ave  
Shrewsbury, MA 01545 2838

Re: Property Address: 19 Shady Lane Aven, Shrewsbury MA 01545

Wachovia Mortgage:

**THIS IS AN IMPORTANT NOTICE CONCERNING YOUR RIGHT TO LIVE IN YOUR HOME.  
HAVE IT TRANSLATED AT ONCE.**

Dear Selena R Coverdale :

You are hereby notified that you are in default on the above referenced loan for non-payment of contractual payments. The loan is due for January 17, 2011 payments and any subsequent payments, plus late charges and fees and costs. As of today, the total delinquency and reinstatement amount is:

You have the right to cure the default and avoid acceleration, a foreclosure, or other action to seize the home, by paying the total delinquency and reinstatement amount above plus any additional payment(s) and fees that become due by July 24, 2011. Please contact Wachovia Mortgage's Collections Department at 1-888-345-1338 or by mail at Wachovia Mortgage, Collections Department T7405-012, 4101 Wiseman Blvd, San Antonio, TX 78251.

If the default is not cured by July 24, 2011, Wachovia Mortgage may take steps to terminate your ownership in the property by a foreclosure proceeding or other action to seize the home. You may be evicted from the home after a foreclosure sale.

To avoid a foreclosure sale, you may sell the property prior to the foreclosure sale and use the proceeds to pay off the mortgage. You may also redeem the property by paying the total amount due, prior to the

Sample Right  
to Cure "Letter"

Non-compliant because  
not a copy as  
required by law &  
included in affidavit

foreclosure sale. Depending on the terms of the residential mortgage, you may have the right to refinance the obligation by obtaining a loan which would fully repay the residential mortgage debtor or to voluntarily grant a deed to the residential mortgage lender in lieu of foreclosure.

To the extent your obligation has been discharged or is subject to the automatic stay in a bankruptcy case, this notice is for informational purposes only and does not constitute a demand for payment or an attempt to collect a debt as your personal obligation. If you are represented by an attorney, please provide us with the attorney's name, address and telephone number.

CO799 009 VOP

Selena R Coverdale

February 24, 2011

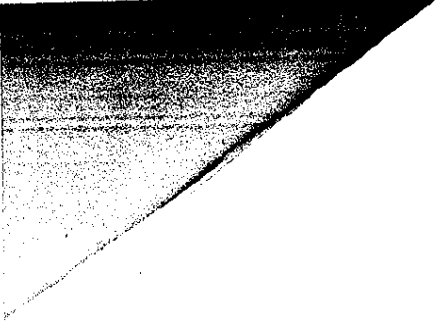
Page 2

If you disagree that a default has occurred, or if you disagree with the correctness of the calculation of the amount required to cure the default, please contact Wachovia Mortgage's Collections Department at 1-888-345-1338 or by mail at Wachovia Mortgage, Collections Department T7405-012, 4101 Wiseman Blvd, San Antonio, TX 78251.  
Loan origination information for the loan is as follows:

The name of the mortgage broker was: SUNSET MORTGAGE COMPANY, LP.

The mortgage originator was: Wachovia Mortgage.

You may be eligible for assistance from the Homeownership Preservation Foundation or other foreclosure counseling agency. The Homeownership Preservation Foundation's HOPE Hotline is 1-888-995-HOPE. Information regarding HUD approved housing counseling agencies may be obtained by calling 800-569-4287 or visiting:



[hud.gov/offices/hsg/sfh/hcc.hccprod14.cfm](http://hud.gov/offices/hsg/sfh/hcc.hccprod14.cfm). The Veteran's Administration  

---

may be contacted at 800-827-1000.

**IF YOU ARE UNABLE TO BRING YOUR ACCOUNT CURRENT, PLEASE CALL OUR COLLECTIONS DEPARTMENT AT 1-888-345-1338 TO DISCUSS FORECLOSURE ALTERNATIVES AS SOON AS POSSIBLE. WE ARE VERY INTERESTED IN ASSISTING YOU.**

**Collections Department**

**Enclosure(s)**

**Please be advised that Wachovia Mortgage may be attempting to collect a debt and any information obtained may be used for that purpose. If you are currently in bankruptcy or your debt has been discharged in bankruptcy, Wachovia Mortgage is exercising its rights against the property and is not attempting to hold you personally liable on the Note. We may report information about your account to credit bureaus. Late payments, missed payments, or other defaults on your account may be reflected in your credit report.**

**CO799 009 VOP**

1284-2169

COMMONWEALTH OF MASSACHUSETTS

LAND COURT

DEPARTMENT OF THE TRIAL COURT

MORTGAGEE'S AFFIDAVIT

LAND COURT FILED

2012 JUL 11 AM 11:25

Under Massachusetts General Laws, Chapter 244, Section 35A, as amended by St. 2010, Chapter 258, Section 7

Case No.

12 MISC 407583

Defendant(s)/Mortgagor(s): SELENA R COVERDALE

Property Address: 19 SHADY LANE AVENUE SHREWSBURY MA 01545



1) The undersigned makes oath and says that it is (check one):

- (x) The Mortgagee of the Mortgage which is the subject of this proceeding; or
() One who holds under the Mortgage; or
() One who is authorized to act by and on behalf of either the Mortgagee or one holding under the Mortgage;

AND

2) The undersigned further makes oath and says that (check one):

(x) The undersigned or a prior holder of the Mortgage has caused to be mailed the Notice(s)\* to Defendant(s)/Mortgagor(s) in compliance with Massachusetts General Laws, Chapter 244, Section 35A, as amended;

OR

( ) No Notice has been sent because no notice is required with Massachusetts General Laws, Chapter 244, Section 35A, as amended.

Signed under the pains and penalties of perjury this 3RD day May, 2012.

Plaintiff(s)

By: Wells Fargo Bank, N.A. s/b/m Wachovia FSB f/k/a World Savings Bank, FSB

Name: [Signature]

Title: Vice President Loan Documentation

File Number: 0024501983

\* COPY OF CHAPTER 244, SECTION 35A NOTICE IS ATTACHED



Wells Fargo Home Mortgage  
P.O. Box 9039  
Ternecula, Ca 92589-9039



2234427676

Return Address only  
Do not send payments to this address

Wells Fargo  
Sample Right  
to Cure Letter  
Non-compliant

05/10/2010

108936DAY90/MA



PAMELA A HAUGE  
30 PROSPECT AVE  
DUDLEY, MA 01571-3354



Dear Borrower(s):

RE: Loan Number [REDACTED]

Our records indicate that your loan is in default. Unless the payment on your loan can be brought current by August 08, 2010 it will become necessary to accelerate your Mortgage and pursue the remedies provided for in your Mortgage. The total delinquency against your account as of today's date is as follows:

Past Due Payments  
Late Charge Balance  
Other Fees  
Suspense Balance  
Total delinquency as of 05/10/2010

\$ [REDACTED]  
\$ [REDACTED]  
\$ [REDACTED]  
-\$ [REDACTED]  
\$ [REDACTED]

To avoid the possibility of acceleration, you must pay this amount plus any additional monthly payments, late charges and other charges that may be due under applicable law after the date of this notice and on or before 08/08/2010 in CERTIFIED funds, to Wells Fargo Home Mortgage, 1 Home Campus, X2302-04A, Des Moines, IA 50328 (1-800-416-1472).

If funds are not received by the above stated time, we will proceed with acceleration. Once acceleration has occurred, we may take steps to terminate your ownership in the property by a foreclosure proceeding or other action to seize the home or pursue any other remedy permitted under the terms of your Mortgage.

If you would like to discuss the present condition of your loan or if you disagree that a default has occurred or the amount of the default, please contact our LOAN SERVICE REPRESENTATIVES at 1-800-416-1472, Monday through Friday from 8:00 A.M. to 8:00 P.M. Central Time.

Financial assistance may be available to you from programs operated by the State or Federal Government. Below is a list of Government agencies that you may wish to contact or ascertain whether you qualify for assistance.

Massachusetts Division of Banks	800-495-2265 x 1501
Neighborworks HOPE Hotline	888-995-4673
HUD Approved Housing Counseling	800-569-4287
Veterans Administration	800-827-1000

The name of the person that originated your loan is N/A. The current mortgagee is Wells Fargo Home Mortgage, Written Customer Contact P.O. Box 10335 Des Moines, IA 50306.

You have the right to reinstate your Mortgage Loan and Mortgage Deed of Trust after acceleration. However, any future negotiations attempting to reinstate your loan or any payment of less than the full amount due shall not constitute Wells Fargo Bank, N.A.'s waiver of acceleration unless agreed to, in writing, by Wells Fargo Bank, N.A. and payments may be

returned. If foreclosure is initiated, you will have the right to refute the existence of the default or offer any other defense to acceleration you may deem appropriate. You have the right to bring a court action to assert the non-existence of the default or any other defense you have to acceleration and sale.

This communication is an attempt to collect a debt and any information obtained will be used for that purpose. However, if you have received a discharge of this debt in bankruptcy or are currently in a bankruptcy case, this notice is not intended as an attempt to collect a debt and, this company has a security interest in the property and will only exercise its rights as against the property.

Sincerely,

Wells Fargo Home Mortgage  
Default Management Department

COMMONWEALTH OF MASSACHUSETTS

LAND COURT  
FILED

LAND COURT

2012 JUL 13 PM 2:25

DEPARTMENT OF THE TRIAL COURT

MORTGAGEE'S AFFIDAVIT

Under Massachusetts General Laws, Chapter 244, Section 35A, as amended by St. 2010, Chapter 258, Section 7

Case No.

12 MISC 467703

Defendant(s)/Mortgagor(s):

Pamela A. Hauge



Property Address:

30 Prospect Street

Wells Fargo Bank, N.A.

Dudley, MA 01570

- 1) The undersigned makes oath and says that it is (check one):
  - The Mortgagee of the Mortgage which is the subject of this proceeding; or
  - One who holds under the Mortgage; or
  - One who is authorized to act by and on behalf of either the Mortgagee or one holding under the Mortgage,

AND

- 2) The undersigned further makes oath and says that (check one):
  - The undersigned or a prior holder of the Mortgage has caused to be mailed the Notice(s)\* to Defendant(s)/Mortgagor(s) in compliance with Massachusetts General Laws, Chapter 244, Section 35A, as amended;

OR

- No Notice has been sent because no notice is required with Massachusetts General Laws, Chapter 244, Section 35A, as amended;

Signed under the pains and penalties of perjury this 5<sup>th</sup> day of July, 2012.

Plaintiff(s) Wells Fargo Bank, NA

By: Jamielle J Davis

Jamielle J Davis  
Vice President of Loan Documentation  
07/05/2012

File Number: 326.9427

\* COPY OF CHAPTER 244, SECTION 35A NOTICE IS ATTACHED

Bank of America



Home Loans

P.O. Box 660694
Dallas, TX 75266-0694

Shirley Cutroni
10 A Young Road
Charlton, MA 01507-1560



Send Correspondence
P.O. Box 660694
Dallas, TX 75266-0694

Send Payments to:
P.O. Box 15222
Wilmington, DE 19886

April 18, 2011

Bank of America
Sample Right
to Cure Letter
Non-compliant

Account No.
RE: Premises:
10 A Young Road
Charlton, MA 015

NOTICE OF INTENTION TO FORECLOSE

Este es un aviso importante respecto a su derecho a vivir en su hogar. Si no comprende el contenido de esta notificación, obtenga una traducción inmediatamente. (This is an important notice concerning your right to live in your home. Have it translated at once.)

Dear Shirley Cutroni:

BAC Home Loans Servicing, LP (hereinafter "BAC Home Loans Servicing, LP") services the loan described above on behalf of the mortgagee. The loan is in serious default because the required payments have not been made. The total amount now required to reinstate the loan as of the date of this notice is as follows:

Monthly Charges: 03/01/2011
Late Charges: 03/01/2011
Other Charges: Total Late Charges:
Uncollected Costs:
Partial Payment Balance:

TOTAL DUE:



You have the right to cure the default. To cure the default, on or before September 15, 2011 BAC Home Loans Servicing, LP must receive the amount of plus any additional regular monthly payment or payments and late charges which become due on or before September 15, 2011.

The default will not be considered cured unless BAC Home Loans Servicing, LP receives "good funds" in the amount of on or before September 15, 2011. If any check (or other payment) is returned to us for insufficient funds or for any other reason, "good funds" will not have been received and the default will not have been cured. No extension of time to cure will be granted due to a returned payment. BAC Home Loans Servicing, LP reserves the right to accept or reject a partial payment of the total amount due without waiving any of its rights herein or otherwise. For example, if less than the full amount that is due is sent to us, we can keep the payment and apply it to the debt but still proceed to foreclosure since the default would not have been cured.

If the default is not cured on or before September 15, 2011, the mortgage payments will be accelerated with the full amount remaining accelerated and becoming due and payable in full, and the mortgagee may take steps to terminate your ownership in the property by a foreclosure proceeding or other action to seize the home. You may be evicted from the home after a foreclosure sale.

You may, if required by law or your loan documents, have the right to cure the default after the acceleration of the mortgage payments and prior to the foreclosure sale of your property if all amounts past due are paid within the time permitted by law. However, BAC Home Loans Servicing, LP and the Mortgagee shall be entitled to collect all fees and costs incurred by BAC Home Loans Servicing, LP and the Mortgagee in pursuing any of their remedies, including but not limited to reasonable attorney's fees, to the full extent permitted by law. Further, you may have the right to bring a court action to assert the non-existence of a default or any other defense you may have to acceleration and foreclosure.

Your loan is in default. Pursuant to your loan documents, BAC Home Loans Servicing, LP may, enter upon and conduct an inspection of your property. The purposes of such an inspection are to (i) observe the physical condition of your property, (ii) verify that the

This communication is from BAC Home Loans Servicing, LP, the Bank of America company that services your home loan.

Please write your account number on all checks and correspondence. We may charge you a fee (of up to \$35) for any payment returned or rejected by your financial institution, subject to applicable law.

BLOHUMA 12851 12/23/2010

Payment Instructions:

- Make your check payable to BAC Home Loans Servicing, LP
Don't send cash
Please include coupon with your payment

Account Number:
Shirley Cutroni
10 A Young Road
Charlton, MA 01507

Balance Due for charges listed above as of April 18, 2011. Please update e-mail information on the reverse side of this coupon.

BLOHUMA

Additional Principal

Additional Escrow

Check Total

For all full month payment periods, interest is calculated on a monthly basis. Accordingly, interest for all full months, including February, is calculated as 30/360 of annual interest, irrespective of the actual number of days in the month. For partial months, interest is calculated daily on the basis of a 365 day year.

BAC Home Loans Servicing, LP
PO BOX 15222
Wilmington, DE 19886-6222
1-800-641-5302

098818297800000265721000265721

586990058:988 18 29 71



property is occupied and/or (iii) determine the identity of the occupant. If you do not cure the default prior to the inspection, other actions to protect the mortgagee's interest in the property (including, but not limited to, winterization, securing the property, and valuation services) may be taken. The costs of the above-described inspections and property preservation efforts will be charged to your account as provided in your security instrument.

If you are unable to cure the default on or before September 15, 2011, BAC Home Loans Servicing, LP wants you to be aware of various options that may be available to you through BAC Home Loans Servicing, LP to prevent a foreclosure sale of your property. For example:

- **Repayment Plan:** It is possible that you may be eligible for some form of payment assistance through BAC Home Loans Servicing, LP. Our basic plan requires that BAC Home Loans Servicing, LP receive, up front, at least 1/2 of the amount necessary to bring the account current, and that the balance of the overdue amount be paid, along with the regular monthly payment, over a defined period of time. Other repayment plans also are available.
- **Loan Modification:** Or, it is possible that the regular monthly payments can be lowered through a modification of the loan by reducing the interest rate and then adding the delinquent payments to the current loan balance. This foreclosure alternative, however, is limited to certain loan types.
- **Sale of Your Property:** You may sell the property prior to the foreclosure sale and use the proceeds to pay off the mortgage. If you are willing to sell your home in order to avoid foreclosure, it is possible that the sale of your home can be approved through BAC Home Loans Servicing, LP even if your home is worth less than what is owed on it.
- You may have the following additional rights, depending on the terms of the residential mortgage: (i) to refinance the obligation by obtaining a loan which would fully repay the residential mortgage debtor; and (ii) to voluntarily grant a deed to the residential mortgage lender in lieu of foreclosure.
- You may redeem the property by paying the total amount due prior to the foreclosure sale.

If you are interested in discussing any of these foreclosure alternatives with BAC Home Loans Servicing, LP, you must contact us immediately. If you request assistance, BAC Home Loans Servicing, LP will need to evaluate whether that assistance will be extended to you. In the meantime, BAC Home Loans Servicing, LP will pursue all of its rights and remedies under the loan documents and as permitted by law, unless it agrees otherwise in writing. Failure to bring your loan current or to enter into a written agreement by September 15, 2011 as outlined above will result in the acceleration of your debt.

If your loan is currently being evaluated for a loan modification, forbearance or other loan assistance solution, this notice will not cancel or delay that evaluation process. However, it is important that you promptly respond to all requests made in connection with your evaluation for a loan assistance solution, including all requests for you to contact us and any documentation required. If you do not comply with these requests in a timely manner, it may cause your loan to enter the foreclosure process as indicated in this notice. If your loan is not eligible for a loan assistance program, please note this letter will continue to serve as notice of our right to initiate foreclosure.

Also, applicable law requires the disclosure of the following information:

- The mortgage broker(s) associated with this loan are/were [we were unable to ascertain this information].
- The mortgage loan originator(s) associated with this loan are/were [we were unable to ascertain this information].
- You may be eligible for assistance from the Homeownership Preservation Foundation or other foreclosure counseling agency. The toll-free number to contact the Homeownership Preservation Foundation is 888-995-HOPE.
- You are hereby notified that a **NEGATIVE CREDIT REPORT** reflecting on the Borrower's credit record may be submitted to a credit reporting agency if the Borrower fails to fulfill the terms of the obligations under the loan.
- If you did not sign the note but hold a legal or beneficial interest in the encumbered property, this notice is provided to you as a courtesy to warn you that if the full amount due on the loan is not paid as set forth above, you may lose your interest in the encumbered property.

If you have any questions concerning this notice, or if you disagree with our assertion that a default has occurred or our calculation of the amount required to cure the default, please contact Loan Counseling Center immediately at 1-800-641-5302. Our office hours are between Mon - Fri, 8am to 9pm Eastern Time.

Sincerely,

Loan Counseling Center

This communication is from BAC Home Loans Servicing, LP, the Bank of America company that services your home loan.

E-mail use: Providing your e-mail address below will allow us to send you information on your account.  
 Account Number: [REDACTED]  
 Shirley Cutroni E-mail address:

**How we post your payments:** All accepted payments of principal and interest will be applied to the longest outstanding installment due, unless otherwise expressly prohibited or limited by law. If you submit an amount in addition to your scheduled monthly amount, we will apply your payments as follows: (i) to outstanding monthly payments of principal and interest, (ii) escrow deficiencies, (iii) late charges and other amounts you owe in connection with your loan and (iv) to reduce the outstanding principal balance of your loan. Please specify if you want an additional amount applied to future payments, rather than principal reduction.

**Postdated checks:** Postdated checks will be processed on the date received unless a loan counselor agrees to honor the date written on the check as a condition of a repayment plan.

J

12 MISC 467998



COMMONWEALTH OF MASSACHUSETTS

LAND COURT

DEPARTMENT OF THE TRIAL COURT

LAND COURT FILED

2012 JUL 20 PM 2:03

MORTGAGEE'S AFFIDAVIT

Under Massachusetts General Laws, Chapter 244, Section 35A, as amended by St. 2010, Chapter 258, Section 7

Case No.

Defendant(s)/Mortgagor(s):

Shirley Cutroni

Property Address:

10 A Young Road

Charlton, MA 01507

1) The undersigned makes oath and says that it is (check one):

- The Mortgagee of the Mortgage which is the subject of this proceeding; or
- One who holds under the Mortgage; or
- One who is authorized to act by and on behalf of either the Mortgagee or one holding under the Mortgage;

AND

2) The undersigned further makes oath and says that (check one):

The undersigned or a prior holder of the Mortgage has caused to be mailed the Notice(s)\* to Defendant(s)/Mortgagor(s) in compliance with Massachusetts General Laws, Chapter 244, Section 35A, as amended;

OR

No Notice has been sent because no notice is required with Massachusetts General Laws, Chapter 244, Section 35A, as amended;

Signed under the pains and penalties of perjury this 12 day of July, 2012.

Plaintiff(s) Bank of America, N.A.,  
successor by merger with BAC Home Loans  
Servicing LP EKA Countrywide Home  
Loans Servicing LP

By: [Signature]  
(signature line)

Name: FRAN ARCE

Title: AVP

File Number: 708.0559

\* COPY OF CHAPTER 244, SECTION 35A NOTICE IS ATTACHED

Chase (FL5-7730)  
PO BOX 44090  
Jacksonville, FL 32231-4090

LAND COURT  
FILED  
12/27/2011 PM 1:35

**CHASE**

7/27/2011

*S.P. Morgan Chase  
Sample Right to  
Live Letter  
Non-compliant*

000023

JAMES J DONAHUE  
1 PEGGY DR  
SOUTHBORO MA 01772

Acceleration Warning (Notice of Intent to Foreclose)  
Account: [REDACTED] (the "Loan")  
Property Address: 1 Peggy Dr.  
Southboro MA 01772 (the "Property")

**THIS IS AN IMPORTANT NOTICE CONCERNING YOUR RIGHT TO LIVE IN YOUR HOME.  
HAVE IT TRANSLATED AT ONCE.**

**ÉSTE ES UN AVISO IMPORTANTE ACERCA DE SU DERECHO A VIVIR EN SU HOGAR.  
PIDA QUE SE LO TRADUZCAN DE INMEDIATO.**

Dear James J. Donahue:

Under the terms of the Mortgage or Deed of Trust ("Security Instrument") securing your Loan, JPMorgan Chase Bank, N.A. ("Chase") hereby notifies you of the following:

1. You are in default because you have failed to pay 2 required monthly installments of [REDACTED] commencing with the payment due 6/1/2011.
2. As of 7/27/2011, total monthly payments (including principal, interest, and escrow if applicable), late fees, NSF fees, and other fees and advances due under the terms of your loan documents in the total amount of [REDACTED] are past due. This past-due amount is itemized below. If applicable, your account may have additional escrow amounts that have been paid out and are due on the Loan.

If you have any questions about the amounts detailed below, please contact us as soon as possible at (800) 848-9380.

Total Monthly Payments	[REDACTED]
Late Fees	[REDACTED]
NSF Fees	[REDACTED]
Other Fees*	[REDACTED]
Advances*	[REDACTED]

Amount Held in Suspense [REDACTED]

*\*Other Fees and Advances include those amounts allowed by your Note and Security Instrument. If you need additional information regarding any of these amounts, please contact us at the number provided below.*

000013/8W083

Chase offers homeownership counseling services to borrowers in some areas. Counseling is also available through a variety of nonprofit organizations experienced in homeownership counseling and approved by the Secretary of Housing and Urban Development (HUD). A listing of such organizations may be obtained by calling HUD toll-free at (800) 569-4287 or at [www.hud.gov](http://www.hud.gov).

You may also be eligible for assistance from the Homeownership Preservation Foundation ([888] 995-HOPE) or other foreclosure counseling agency.

Please be advised that Chase is acting as the servicing agent for:

FREDDIE MAC 145046  
c/o Chase  
Mail Code OH4-7133  
3415 Vision Drive  
Columbus, OH 43219-6009  
(800) 848-9380

Our records reflect that your Loan was originated by WASHINGTON MUTUAL BANK, FA and brokered by NOT A BROKERED LOAN.

In accordance with Massachusetts General Law, Chase also notifies you of the following:

1. You may sell the Property prior to the foreclosure sale and use the proceeds to pay off the mortgage.
2. You may redeem the Property by paying the total amount due prior to the foreclosure sale.
3. You may be evicted from the home after a foreclosure sale.
4. You may have the following additional rights, depending on the terms of the residential mortgage:
  - (i) to refinance the obligation by obtaining a loan which would fully repay the residential mortgage lender; and
  - (ii) to voluntarily grant a deed to the residential mortgage lender in lieu of foreclosure.

Sincerely,

~~Chase Home Lending~~  
~~(800) 848-9380~~  
(800) 582-0542 TDD / Text Telephone  
[www.chase.com](http://www.chase.com)

Enclosure

- Federal Trade Commission Pamphlet

CERTIFIED MAIL: Return Receipt Requested and First Class Mail

**An important reminder for all our customers: As stated in the "Questions and Answers for Borrowers about the Homeowner Affordability and Stability Plan" distributed by the Obama Administration, "Borrowers should beware of any organization that attempts to charge a fee for housing counseling or modification of a delinquent loan, especially if they require a fee in advance." Loan modification scams should be reported to [PreventLoanScams.org](http://PreventLoanScams.org), or by calling (888) 995-HOPE. We offer loan modification assistance free of charge (i.e., no modification fee required). Please call us immediately at (800) 848-9380 to discuss your options. The longer you delay the fewer options you may have.**



**Chase is a debt collector.**

If you are represented by an attorney, please refer this letter to your attorney and provide us with the attorney's name, address, and telephone number.

**To the extent your original obligation was discharged, or is subject to an automatic stay of bankruptcy under Title 11 of the United States Code, this notice is for compliance and/or informational purposes only and does not constitute an attempt to collect a debt or to impose personal liability for such obligation. However, a secured party retains rights under its security instrument, including the right to foreclose its lien.**

BW063

John J. Donahue

COMMONWEALTH OF MASSACHUSETTS  
LAND COURT  
DEPARTMENT OF THE TRIAL COURT  
MORTGAGEE S AFFIDAVIT

LAND COURT  
FILED  
12 MAR 2012  
12 MISC 461788

Under Massachusetts General Laws, Chapter 244, Section 35A, as amended by St. 2010, Chapter 258, Section 7

Case No.

Defendant(s)/Mortgagor(s):

Janice L. Donahue, James Donahue

Property Address:

1 Peggy Drive

Southborough, MA 01772

1) The undersigned makes oath and says that it is (check one):

- The Mortgagee of the Mortgage which is the subject of this proceeding; or
- One who holds under the Mortgage; or
- One who is authorized to act by and on behalf of either the Mortgagee or one holding under the Mortgage;

AND

2) The undersigned further makes oath and says that (check one):

The undersigned or a prior holder of the Mortgage has caused to be mailed the Notice(s)\* to Defendant(s)/Mortgagor(s) in compliance with Massachusetts General Laws, Chapter 244, Section 35A, as amended;

OR

No Notice has been sent because no notice is required with Massachusetts General Laws, Chapter 244, Section 35A, as amended;

Signed under the pains and penalties of perjury this 2 day of March, 2012.

Plaintiff(s)

By: JPMorgan Chase Bank, National Association, successor in interest by purchase from the FDIC as Receiver of Washington Mutual Bank F/K/A Washington Mutual Bank, FA

Name: [Signature]  
Title: Nick Parrish Vice President

File Number: 682.2414

\* COPY OF CHAPTER 244, SECTION 35A NOTICE IS ATTACHED