

DC-21-14728

Cause No.: _____

Pervaiz Rahman and Raufia Rahman	§	IN THE DISTRICT COURT
	§	
<i>Plaintiff,</i>	§	
	§	191st
V.	§	_____ JUDICIAL DISTRICT
	§	
Citigroup Mortgage Loan Trust Inc. Asset- Backed Pass-Through Certificates, Series 2007-AMC4, U.S. Bank National Association As Trustee	§ § § §	DALLAS COUNTY, TEXAS
<i>Defendant</i>	§	

PLAINTIFF’S SUIT TO REDEEM

Pursuant to Tex. R. Civ. P. 736.11, Plaintiffs file this original suit to redeem in challenge of the Rule 736 order signed *In re*: Order of Foreclosure concerning 6422 Turner Way, Dallas, TX 75230 in the 191st Judicial District in Dallas County, Texas. Plaintiffs bring this suit pursuant to Tex. R. Civ. P. 736.11 which states that “an order under this rule is automatically stayed if a respondent files a separate, original proceeding in a court of competent jurisdiction that puts in issue any matter related to the...enforcement of the loan agreement...sought to be foreclosed.” *Id.*

I.
PARTIES

1. Plaintiffs Pervaiz Rahman and Raufia Rahman, collectively the Rahmans, are the borrowers of a home equity loan.

2. Plaintiffs bring this action to stay the foreclosure order and enforce Plaintiffs’ equity of redemption.

3. Defendant, Citigroup Mortgage Loan Trust Inc. Asset-Backed Pass-Through Certificates, Series 2007-AMC4, U.S. Bank National Association as Trustee (Citigroup), is the lender and foreclosing party. Defendant, upon information and belief, is a foreign corporation organized under the laws of the State of New York, whose principal office is located at Bowling Green STA PO Box 5156, New York, NY 10274. The causes of action asserted against Defendant arose from purposeful acts committed by Defendant in Texas in relation to a deed of trust with the Rahmans. Defendant may be served with process on its designated agent: CT Corporation System 1999 Bryan Street, Suite 900, Dallas, Texas 75201.

II. JURISDICTION & VENUE

4. Venue is proper in Dallas County, Texas, because this suit involves a deed trust and this county is where all or part of the real property is located. Additionally, this is the county in which Defendant filed for foreclosure.

III. BACKGROUND

5. On December 8, 2006, the Rahmans executed and delivered to Citigroup a promissory note by which the Rahmans promised to pay Citigroup \$1,080,000.00, on or before January 1, 2037 in equal installments.

6. On December 8, 2006, to secure payment of the above-mentioned promissory note, the Rahmans executed and delivered to Citigroup a deed of trust on that certain real property at 6422 Turner Way, Dallas, TX 75230 and more particularly described as follows: Lot 10, in block B/7453, of Preston Club Estates, an addition to the City of Dallas, Dallas County, Texas, according to the plat thereof recorded in volume 15, page 271, Plat Records, Dallas County, Texas.

7. A copy of the above-described deed of trust is attached as Exhibit A and incorporated by reference.

8. It is undisputed that the Rahmans failed to make loan payments. However, the Rahmans successfully sought out buyers to buy the home and cure the default. *See* Exhibit B.

9. In late December 2019, Defendant issued a cut-off in which it stopped accepting loan payments from the Rahmans. *See* Exhibit F.

10. As of January 4, 2021, the Rahmans had at least one buyer who was ready, willing, and able to make a payment of \$1.1 million. However, due to Defendant's actions, the buyer backed out of the sale. Exhibit B p.6.

11. On January 12, 2021, the Rahmans informed Defendant of another buyer who was willing to make a payment of \$1.2 million, but once again Defendant failed to respond to this offer, and the Buyer backed out of the sale. *Id.*

12. Instead of assisting with a sale, Defendant repeatedly requested documents of the Rahmans, which were provided. However, due to Defendant's delay in responding, those documents expired. *Id.* at 4-5.

13. On February 10, 2021, the Rahmans made Defendant aware of three total buyers who were interested in purchasing the property and satisfying the loan. Once again, Defendant's inaction slowed the process and blocked Plaintiff from completing a sale and curing the default. *Id.* at 3.

14. On March 2, 2021, despite outstanding offers from buyers provided by Plaintiff, Defendant moved ahead with foreclosure proceedings. *Id.* at 1.

15. The Rahmans attempted to engage in a short-sale but were blocked by Defendant. On March 9, 2021, Plaintiff asked that short-sale review be re-opened. *Id.*

16. On April 20, 2021 Defendant informed the Rahmans that an appraisal needed to be done before the Rahmans could move forward with the buyer from January 12, 2021. Exhibit C p.5.

17. On April 26, 2021 the Rahmans informed Defendant that the appraisal was finished. Defendant then counteroffered with \$1.5 million. This counteroffer came after a 4-month delay, leading the buyers to walk away from the deal. *Id.* at 4.

18. On May 10, 2021 the Rahmans informed Defendant that they had a buyer who could close within 30 days. The offer from the buyer included a higher payoff than what Defendant asked for. Exhibit D p.4.

19. On May 17, 2021 Defendant, mistakenly, stated that the payoff offered by the Rahmans was lower than requested. The Rahmans promptly responded that this was not true. *Id.* at 1.

20. On June 15, 2021 the Rahmans made Defendant aware of another buyer who was ready, willing, and able to make the loan payments. However, Defendant informed the Rahmans that, despite driving away two buyers and ignoring two outstanding offers, it was moving forward with foreclosure proceedings. Exhibit E p. 6.

21. On June 16, 2021 the Rahmans made known their desire to reinstate in order to avoid foreclosure. Defendant informed the Rahmans that Defendant refuses to accept loan payments while a loan is in foreclosure. *Id.* at 4.

22. On July 5, 2021 the Rahmans provided two more investors as potential buyers. Defendant, again, ignored their offers. *Id.* at 2.

23. With offers outstanding, Defendant filed a Rule 736 application and moved forward with a motion for default. *See* Exhibit F.

24. On September 30, 2021 the Court granted Defendant's motion while Defendant still entertained offers from the Rahmans to cure the loan.

25. Accordingly, the Rahmans file this suit to enforce their equity of redemption.

IV. CAUSES OF ACTION

Suit to Redeem

26. Plaintiff realleges and incorporates herein by reference each of the factual allegations above as though fully set forth herein.

27. It is undisputed that the Rahmans defaulted on their loan. However, the Rahmans have consistently expressed a desire and made efforts to redeem the mortgaged premises. The Rahmans made attempts to pay the loan balance and were consistently denied and ignored by Defendant. The Rahmans were able to secure multiple buyers for the Property but were ignored or denied.

28. In the instance that a mortgagee refuses to accept payment from the mortgagor, "the mortgagor would have the right to institute an action to redeem" the mortgaged property. *Burks v. Burks*, 141 S.W. 337, 340 (Tex.App.—Texarkana 1911) (writ ref'd).

29. "The equity of redemption is more than a mere right; it is an estate in the land." *Durden v. Groce*, 159 S.W.2d 941, 944 (Tex.App.—Galveston 1941) (no writ). The right of Defendant to foreclose is correlative with the Rahmans' right to redeem. *See Durden v. Groce*, 159 S.W.2d 941, 944 (Tex.App.—Galveston 1941).

30. To enforce an equity of redemption "the party must prove that he has a legal or equitable interest in the property subject to the mortgage." *Scott v. Dorothy B Schneider Estate Trust*, 783 S.W.2d 26, 28 (Tex.App.—Austin 1990) (no writ). Any party that has an interest in the mortgaged property and would suffer a loss due to foreclosure holds an equitable interest. *Id.* at

28. The mortgagor or holder of legal title has an interest in the mortgaged property. *See Minchew v. Hankins*, 278 S.W. 306, 309 (Tex.App.—Amarillo 1925) (writ granted).

31. The party must show that they are ready, willing, and able to redeem the property “by paying off the amount of valid and subsisting liens” or have offered to pay what is due. *Scott*, 782 S.W.2d at 28; *Houston v. Shear*, 210 S.W. 976, 982 (Tex.App.—Austin 1919) (writ dismissed).

32. The party seeking to enforce an equity of redemption “must assert his equity of redemption before a foreclosure sale”. *Scott*, 783 S.W.2d at 28. In an action to redeem where the borrower has demonstrated that payment was due, the borrower tendered payment, and the lender refused, the borrower is not required to actually deposit the money due in court. *Burks*, 141 S.W. at 341.

33. The Rahmans, as the borrowers of this deed of trust act as the mortgagor and therefore have a legal interest in the property subject to the mortgage. *See Scott*, 783 S.W.2d at 28. The Rahmans would also suffer a loss due to the foreclosure of this property. *Id.*

34. Defendant has refused to accept multiple attempts at payment from the Rahmans. In May of 2021 the Rahmans offered a payoff higher than what Defendant asked but Defendant declined, falsely stating it was lower than what was asked. Email

35. On June 15, 2021, the Rahmans informed Defendant of a buyer who was willing to make the necessary mortgage payments however Defendant responded that it was moving forward with foreclosure.

36. On June 16, 2021, the Rahmans advised Defendant of their desire to reinstate and on July 5, 2021 requested that Defendant allow them to make loan payments. Despite this request

to continue making loan payments, Defendant refused the payments and stated it was continuing with foreclosure.

37. Defendant would not accept loan payments while loan was in foreclosure.

38. The Rahmans demonstrated on multiple occasions that they were ready, willing, and able to satisfy the loan payments with buyers who were ready, willing, and able.

39. Defendant either declined to accept the offers, choosing to move forward with foreclosure instead, or delayed responses resulting in potential buyers backing out.

40. The Rahmans have offered the amount due on multiple occasions. *Shear*, 210 S.W. at 982. Defendant refused payments and the Rahmans have shown they are ready, willing, and able as mortgagees, therefore the Rahmans are enforcing their equity of redemption.

Tortious Interference

41. Plaintiff realleges and incorporates herein by reference each of the factual allegations above as though fully set forth herein.

42. A defendant is liable for tortious interference when (1) there is “a reasonable probability that the parties would have entered into a contractual relationship”; (2) “an independently tortious or unlawful act by the defendant” prevented the relationship from occurring; (3) “the defendant...knew that the interference was certain or substantially certain to occur as a result of his conduct”; and (4) “the plaintiff suffered actual harm or damage as a result of the defendant’s interference.” *Allied Capital Corp. v. Cravens*, 67 S.W.3d 486, 491 (Tex.App.—Corpus Christi-Edinburg 2002) (no pet.).

43. As of September 30, 2021 the Rahmans had pre-qualified buyers ready to enter into a contract to buy the Property.

44. Defendant's independent act of foreclosing after wrongfully refusing to accept loan payments will more than likely drive those prospective buyers away.

45. Defendant knows or should know that moving for default and foreclosing on a property while simultaneously entertaining offers on that property from the foreclosed party would result in buyer backing out.

46. This would result in damage to the Plaintiffs because Defendant will have again refused another attempt to cure and make it harder on Plaintiffs to redeem.

V.
CONDITIONS PRECEDENT

47. All conditions precedent have been performed or have occurred by Plaintiff. Pleading further, or in the alternative, all conditions precedent have substantially been performed, or have substantially occurred by Plaintiff.

VI.
PRAYER

For these reasons, Plaintiff respectfully asks that the Court issue a citation for Defendant to appear and answer, and that the Court declare that:

- a. Defendants foreclosure action must be stopped;
- b. Plaintiff is entitled to redeem their interest in the Property through the equity of redemption;
- c. Plaintiff has satisfactorily and timely exercised such enforcement; and
- d. Defendant, acting in bad faith, refused Plaintiff's attempts to make payments prior to foreclosure.

Respectfully,
/s/ Laura Canada Lewis
Laura Canada Lewis
State Bar No. 24082465
llewis@canadalewis.com
Kenneth Ross Chapman
State Bar No. 24109712
rchapman@canadalewis.com
CANADA LEWIS & ASSOCIATES, PLLC
5550 Granite Parkway, Suite 195
Plano, Texas 75024
T: (469) 664-0022
F: (469) 664-0129

Counsel for Plaintiff

EXHIBIT A

Account Number [REDACTED]

THIS IS AN EXTENSION OF CREDIT AS DEFINED BY SECTION 50(a)(6) ARTICLE XVI OF THE TEXAS CONSTITUTION

THIS LOAN HAS A VARIABLE RATE OF INTEREST AS AUTHORIZED BY SECTION 50(a)(6)(O), ARTICLE XVI OF THE TEXAS CONSTITUTION

TEXAS HOME EQUITY ADJUSTABLE RATE NOTE

(LIBOR Index (As Published in The Wall Street Journal)- Rate Caps) (Cash Out - First Lien)

THIS NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN MY INTEREST RATE AND MY MONTHLY PAYMENT THIS NOTE LIMITS THE AMOUNT MY INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM RATE I MUST PAY

December 8, 2006 Date

Rolling Meadows City

IL State

6422 TURNER WAY, DALLAS, TX 75230 [Property Address]

1 BORROWER'S PROMISE TO PAY

This is an extension of credit as defined by Section 50(a)(6), Article XVI of the Texas Constitution (the "Extension of Credit")

In return for a loan that I have received, I promise to pay US \$ 1,080,000.00 (this amount is called "principal"), plus interest, to the order of the Lender. The Lender is Argent Mortgage Company, LLC

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."

I understand that this is not an open-end account that may be debited from time to time or under which credit may be extended from time to time.

The Property described above by the Property Address is subject to the lien of the security instrument executed concurrently herewith (the "Security Instrument").

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 6.350%. The interest rate I will pay may change in accordance with Section 4 of this Note. The interest rate required by this Section 2 and Section 4 of this Note is the rate I will pay both before and after any default described in Section 7(B) of this Note. It is agreed that the total of all interest and other charges that constitute interest under applicable law shall not exceed the maximum amount of interest permitted by applicable law. Nothing in this Note or the Security Instrument shall entitle the Note Holder upon any contingency or event whatsoever, including by reason of acceleration of the maturity or prepayment of the loan, to receive or collect interest or other charges that constitute interest in excess of the highest rate allowed by applicable law on the principal or on a monetary obligation incurred to protect the property described above authorized by the Security Instrument, and in no event shall I be obligated to pay interest in excess of such rate.

3 PAYMENTS

(A) Time and Place of Payments

I will pay principal and interest by making payments every month.

I will make my monthly payments on the first day of each month beginning on February 1, 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. My monthly payments will be applied to interest before principal. If, on January 1, 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 505 City Parkway West, Suite 100, Orange, CA 92868

or at a different place if required by the Note Holder.

(B) Amount of My Initial Monthly Payments

Each of my initial monthly payments will be in the amount of US \$ 6,720.15. This amount may change.

(C) Monthly Payment Changes

Changes in my monthly payment will reflect changes in the unpaid principal of my loan and in the interest rate that I must pay. The Note Holder will determine my new interest rate and the changed amount of my monthly payment in accordance with Section 4 of this Note.

Initials

R R [Signature]

EXHIBIT A

Number [REDACTED]

4 ADJUSTABLE INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Change Dates

The interest rate I will pay may change on the first day of January, 2010, and on that day every sixth month thereafter. Each date on which my interest rate could change is called a "Change Date."

(B) The Index

Beginning with the first Change Date, my interest rate will be based on an Index. The "Index" is the average of interbank offered rates for six-month U.S. dollar-denominated deposits in the London market ("LIBOR"), as published in *The Wall Street Journal*. The most recent Index figure available as of the date 45 days before the Change Date is called the "Current Index."

If at any point in time the Index is no longer available, the Note Holder will choose a new index that is based upon comparable information. The Note Holder will give me notice of this choice.

(C) Calculation of Changes

Before each Change Date, the Note Holder will calculate my new interest rate by adding six percentage point(s) (6.000%) to the Current Index. The Note Holder will then round the result of this addition to the nearest one-eighth of one percent (0.125%). Subject to the limits stated in Section 4(D) below, this rounded amount will be my new interest rate until the next Change Date. The Note Holder will then determine the amount of the monthly payment that would be sufficient to repay the unpaid principal that I am expected to owe at the Change Date in full on the Maturity Date at my new interest rate in substantially equal successive payments, each of which will exceed the amount of accrued interest as of the date of the scheduled installment. The result of this calculation will be the new amount of my monthly payment.

(D) Limits on Interest Rate Changes

The interest rate I am required to pay at the first Change Date will not be greater than 8.350% or less than 6.350%. Thereafter, my interest rate will never be increased or decreased on any single Change Date by more than One percentage point(s) (1.000%) from the rate of interest I have been paying for the preceding six months. My interest rate will never be greater than 12.350%, which is called the "Maximum Rate" or less than 6.350%, which is called the "Minimum Rate."

(E) Effective Date of Changes

My new interest rate will become effective on each Change Date. I will pay the amount of my new monthly payment beginning on the first monthly payment date after the Change Date until the amount of my monthly payment changes again.

(F) Notice of Changes

The Note Holder will deliver or mail to me a notice of any changes in my interest rate and the amount of my monthly payment before the effective date of any change. The notice will include information required by law to be given me and also the title and telephone number of a person who will answer any question I may have regarding the notice.

5 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 make a full prepayment or partial prepayments without paying any prepayment charge. The Note Holder will use all of my prepayments to reduce the amount of principal that I owe under this Note. If I make a partial prepayment, there will be no changes in the due dates of my monthly payments unless the Note Holder agrees in writing to those changes. My partial prepayment may reduce the amount of my monthly payments after the first Change Date following my partial prepayment. However, any reduction due to my partial prepayment may be offset by an interest rate increase.

6 LOAN CHARGES

All agreements between Note Holder and me are expressly limited so that any interest, loan charges or fees (other than interest) collected or to be collected from me, any owner or the spouse of any owner of the property described above in connection with the origination, evaluation, maintenance, recording, insuring or servicing of the Extension of Credit shall not exceed, in the aggregate, the highest amount allowed by applicable law.

If a law, which applies to this Extension of Credit 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 Extension of Credit 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 that exceeded permitted limits will be refunded to me. The Note Holder will make this refund by making a payment to me. The Note Holder's payment of any such refund will extinguish any right of action I might have arising out of such overcharge.

It is the express intention of the Note Holder and me to structure this Extension of Credit to conform to the provisions of the Texas Constitution applicable to extensions of credit as defined by Section 50(a)(6), Article XVI of the Texas Constitution. If, from any circumstance whatsoever, any promise, payment, obligation or provision of this Note, the Security Instrument or any other loan document related to this Extension of Credit transcends the limit of validity prescribed by applicable law, then such promise, payment, obligation or provision shall be reduced to the limit of such validity, or eliminated as a requirement, if necessary for compliance with such law, and such document may be reformed by written notice from the Note Holder without the necessity of the execution of any new amendment or new document by me.

The provisions of this Section 6 shall supersede any inconsistent provision of this Note or the Security Instrument.

[Handwritten initials]

EXHIBIT A

Loan Number [REDACTED]

7 BORROWER'S FAILURE TO PAY AS REQUIRED

(A) Late Charges for Overdue Payments

If the Note Holder has not received the full amount of any monthly payment by the end of fifteen 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 that has not been paid and all the interest that I owe on that amount. The date must be at least 30 days after the date on which the notice is mailed to me or delivered by other means. This Note may not be accelerated because of a decrease in the market value of the property described above or because the property owner's default under any indebtedness not evidenced by this Note or the Security Instrument.

(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 including Section 50(a)(6), Article XVI of the Texas Constitution. Those expenses include, for example, reasonable attorneys' fees. I understand that these expenses are not contemplated to be incurred in connection with maintaining or servicing this Extension of Credit.

8 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 in writing 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 notice of that different address. However, if the purpose of the notice is to notify Note Holder of failure by the Note Holder to comply with Note Holder's obligations under this Extension of Credit, or noncompliance with any provisions of the Texas Constitution applicable to extensions of credit as defined by Section 50(a)(6), Article XVI of the Texas Constitution, then notice by certified mail is required.

9 OBLIGATIONS OF PERSONS UNDER THIS NOTE

Subject to the limitations of personal liability described below, each person who signs this Note is responsible for ensuring that all of the Borrower's promises and obligations in this Note are performed, including the payment of the full amount owed. Any person who takes over these obligations is also so responsible.

I understand that Section 50(a)(6)(c), Article XVI of the Texas Constitution provides that this Note is given without personal liability against each owner of the property described above and against the spouse of each owner unless the owner or spouse obtained this Extension of Credit by actual fraud. This means that, absent such actual fraud, the Note Holder can enforce its rights under this Note solely against the property described above and not personally against any owner of such property or the spouse of an owner.

If this Extension of Credit is obtained by such actual fraud, I will be personally liable for the payment of any amounts due under this Note. This means that a personal judgment could be obtained against me if I fail to perform my responsibilities under this Note, including a judgment for any deficiency that results from Note Holder's sale of the property described above for an amount less than is owing under this Note.

If not prohibited by Section 50(a)(6)(c), Article XVI of the Texas Constitution, this Section 9 shall not impair in any way the right of the Note Holder to collect all sums due under this Note or prejudice the right of the Note Holder as to any premises or conditions of this Note.

10 WAIVERS

I and any other person who has obligations under this Note waive notice of intention to accelerate, except as provided in Section 7(C) and 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.

11 SECURED NOTE

In addition to the protections given to the Note Holder under this Note, the Security Instrument, dated the same 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. The 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:

R N [Signature] initials

EXHIBIT A

Loan Number [REDACTED]

Transfer of the Property or a Beneficial Interest in Borrower If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without the Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

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

12 APPLICABLE LAW

This Note shall be governed by the laws of the State of Texas and any applicable federal law. In the event of any conflict between the Texas Constitution and other applicable law, it is the intent that the provisions of the Texas Constitution shall be applied to resolve the conflict. In the event of a conflict between any provision of this Note and applicable law, the applicable law shall control to the extent of such conflict and the conflicting provisions contained in this Note shall be modified to the extent necessary to comply with applicable law. All other provisions of this Note will remain fully effective and enforceable.

13 NO ORAL AGREEMENTS

THIS NOTE CONSTITUTES A "WRITTEN LOAN AGREEMENT" PURSUANT TO SECTION 26.02 OF THE TEXAS BUSINESS AND COMMERCE CODE, IF SUCH SECTION APPLIES. THIS WRITTEN AGREEMENT REPRESENTS THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.

WITNESS THE HAND(S) OF THE UNDERSIGNED

DO NOT SIGN IF THERE ARE BLANKS LEFT TO BE COMPLETED IN THIS DOCUMENT. THIS DOCUMENT MUST BE EXECUTED AT THE OFFICE OF THE LENDER, AN ATTORNEY AT LAW OR A TITLE COMPANY. YOU MUST RECEIVE A COPY OF THIS DOCUMENT AFTER YOU HAVE SIGNED IT.

Pervaz Rahman
Borrower PERVAZ RAHMAN

Raufia Rahman
Borrower RAUFIA RAHMAN

Borrower

Borrower

PAY TO THE ORDER OF
WITHOUT RECOURSE
ARGENT MORTGAGE COMPANY, LLC
BY [Signature]
SAM MAR7OUK, PRESIDENT
BY [Signature]
GREGORY E. HANSON, C.F.O.

EXHIBIT A

Return To:
Argent Mortgage Company, LLC
C/O Nationwide Title Clearing, Inc.
2100 Alt 19 North
Palm Harbor, FL 34683

Prepared By: Argent Mortgage Company, LLC
Pamela Fricke
1701 Golf Road
Rolling Meadows, IL 60008

I CERTIFY THAT THIS IS A TRUE,
CORRECT AND ACCURATE COPY OF
THE ORIGINAL INSTRUMENT.

NETCO, INC.
BY: *[Signature]*

[Space Above This Line for Recording Data]

THIS SECURITY INSTRUMENT SECURES AN EXTENSION OF CREDIT AS DEFINED BY
SECTION 50(a)(6), ARTICLE XVI OF THE TEXAS CONSTITUTION.

**TEXAS HOME EQUITY SECURITY INSTRUMENT
(First Lien)**

This Security Instrument is not intended to finance Borrower's acquisition of the Property.

NOTICE OF CONFIDENTIALITY RIGHTS:

If you are a natural person, you may remove or strike any of the following information from this instrument before it is filed for record in the public records: your social security number or your driver's license number.

DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 10, 12, 17, 19, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 15.

(A) "Security Instrument" means this document, which is dated December 8, 2006 together with all Riders to this document.

(B) "Borrower" is PERVAIZ RAHMAN and RAUFIA RAHMAN

Borrower is the grantor under this Security Instrument.

(C) "Lender" is Argent Mortgage Company, LLC

Lender is a Limited Liability Company organized and existing under the laws of Delaware

TEXAS HOME EQUITY SECURITY INSTRUMENT (First Lien)-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

8036(TX) (0310) Form 3044.1 1/01
(rev. 10/03)

Page 1 of 17

Initials: *AS R R*

WMP Mortgage Solutions (800)521-7291

12/08/2006 7:21:36 AM

(05/2005)Rev.01

EXHIBIT A

Lender's address is 3 Park Plaza - 10th Floor Irvine, CA 92614

Lender includes any holder of the Note who is entitled to receive payments under the Note. Lender is the beneficiary under this Security Instrument.

(D) "Trustee" is .

Lawrence Young
Three Allen Center, 33 Clay, 29th Floor
Houston, Texas 77002

. Trustee's address is

(E) "Note" means the promissory note signed by Borrower and dated December 8, 2006

The Note states that Borrower owes Lender one million eighty thousand and 00/100

Dollars

(U.S. \$ 1,080,000.00) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than January 1, 2037

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

(G) "Extension of Credit" means the debt evidenced by the Note, as defined by Section 50(a)(6), Article XVI of the Texas Constitution and all the documents executed in connection with the debt.

(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):

- Texas Home Equity Condominium Rider
- Other: Adj. Rate Rider
- Texas Home Equity Planned Unit Development 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" means 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) "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.

(O) "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 Extension of Credit does not qualify as a "federally related mortgage loan" under RESPA.

VMP-8036(TX) (0310)
COD 103051

Page 2 of 17

[Redacted Signature]

Initials:
Form 3044.1 1/01 (rev. 10/03)

12/08/2006 7:21:36

EXHIBIT A

(F) "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 Extension of Credit, and all 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 irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described Property located in the County of DALLAS

[Type of Recording Jurisdiction]

[Name of Recording Jurisdiction]

EXHIBIT A ATTACHED HERETO AND MADE A PART HEREOF:

Parcel ID Number:0000073355800000

which currently has the address of

6422 TURNER WAY

[Street]

DALLAS

Dallas, Texas 75230

[Zip Code]

("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"; provided however, that the Property is limited to homestead property in accordance with Section 50(a)(6)(H), Article XVI of the Texas Constitution.

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to 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.

Borrower and Lender covenant and agree as follows:

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

VMP-8038(TX) 10/31

Page 3 of 17

[Redacted Signature]

Initials: J. V. K. R. Form 3044.1 1/01 (rev. 10/03)

12/08/2006 7:21:36

EXHIBIT A

Appendix A

LOT 10, IN BLOCK B/7453, OF PRESTON CLUB ESTATES, AN ADDITION TO THE CITY OF DALLAS, DALLAS COUNTY, TEXAS, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 15, PAGE 271, PLAT RECORDS, DALLAS COUNTY, TEXAS.

MORE COMMONLY KNOWN AS: 6422 TURNER WAY, DALLAS, TEXAS 75230
PARCEL NO. 00-00073-355-800-0000

Mr. R. G.

EXHIBIT A

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 14. Lender may return any payment or partial payment if the payment or partial payments are insufficient to bring the Extension of Credit current. Lender may accept any payment or partial payment insufficient to bring the Extension of Credit 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 Extension of Credit 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 this 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 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; and (c) premiums for any and all insurance required by Lender under Section 5. These items are called "Escrow Items." At origination or at any time during the term of the Extension of Credit, 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

VMP-8036(TX) 10310

Page 4 of 17

Initials: 
 Form 3044.1 1/01 (rev. 10/03)

12/08/2006 7:21:36

(05/2005)Rev.01

EXHIBIT A

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 14 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 twelve 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 twelve 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.

[Redacted Signature]

initials: WYK
Form 3044.1 1/01 (rev. 10/03)

EXHIBIT A

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 Extension of Credit.

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 Extension of Credit. 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 Extension of Credit, 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.

[Redacted Signature]

Initials: ji rk
Form 3044.1 1/01 (rev. 10/03)

EXHIBIT A

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 21 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 now occupies and uses the Property as Borrower's Texas homestead and shall continue to occupy the Property as Borrower's Texas homestead for at least one year after the date of this Security Instrument, 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's actions shall constitute actual fraud under Section 50(a)(6)(c), Article XVI of the Texas Constitution and Borrower shall be in default and may be held personally liable for the debt evidenced by the Note and this Security Instrument 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 or any other action or inaction that is determined to be actual fraud. Material representations include, but are not limited to, representations concerning Borrower's occupancy of the Property as a Texas homestead, the representations and warranties contained in the Texas Home Equity Affidavit and Agreement, and the execution of an acknowledgment of fair market value of the property as described in Section 27.

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

VNAP-8036(TX) (03/01)

Page 7 of 17

Initials: [Redacted] K.J.C.
Form 3044.1 1/01 (rev. 10/03)

12/08/2006 7:21:36

(05/2005)Rev.01

EXHIBIT A

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. No powers are granted by Borrower to Lender or Trustee that would violate provisions of the Texas Constitution applicable to Extensions of Credit as defined by Section 50(a)(6), Article XVI of the Texas Constitution or other Applicable Law.

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. 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,

EXHIBIT A

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 which is not commenced as a result of Borrower's default under other indebtedness not secured by a prior valid encumbrance against the homestead, 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 18, 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.

11. 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.

12. Joint and Several Liability; Security Instrument Execution; Successors and Assigns Bound. Borrower covenants and agrees that Borrower's obligations and liability shall be joint and several. However, any person who signs this Security Instrument, but does not execute the Note: (a) is signing this Security Instrument only to mortgage, grant and convey the person's interest in the Property under the terms of this Security Instrument or to comply with the requirements of Section 50(a)(6)(A), Article XVI of the Texas Constitution; (b) is not obligated to pay the sums secured by this Security Instrument and is not to be considered a guarantor or surety; (c) agrees that this Security Instrument establishes a voluntary lien on the homestead and constitutes the written agreement evidencing the consent of each owner and each owner's spouse; and (d) agrees that Lender and Borrower can agree to extend, modify, forbear or make any accommodations with regard to the terms of the Note.

Subject to the provisions of Section 17, 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 19) and benefit the successors and assigns of Lender.

13. Extension of Credit 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.



EXHIBIT A

If the Extension of Credit is subject to a law which sets maximum Extension of Credit charges, and that law is finally interpreted so that the interest or other Extension of Credit charges collected or to be collected in connection with the Extension of Credit exceed the permitted limits, then: (a) any such Extension of Credit 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 will make this refund by making a payment to Borrower. The Lender's payment of any such refund will extinguish any right of action Borrower might have arising out of such overcharge.

14. 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 (but, by certified mail if the notice is given pursuant to Section 19) 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.

15. Governing Law; Severability; Rules of Construction. This Security Instrument shall be governed by federal law and the laws of Texas. 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 of 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.

16. Borrower's Copies. Borrower shall be given at the time this Extension of Credit is made, a copy of all documents signed by Borrower related to the Extension of Credit.

17. Transfer of the Property or a Beneficial Interest in Borrower. As used in this Section 17, "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.

[Redacted Signature]

Initials: [Redacted] Form 3044.1 1/01 (rev. 10/03)

EXHIBIT A

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 14 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.

18. 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, insofar as allowed by Section 50(a)(6), Article XVI of the Texas Constitution, 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 17.

19. Sale of Note; Change of Loan Servicer; Notice of Grievance; Lender's Right-to-Comply. 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 Extension of Credit 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 14) 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. For example, Section 50(a)(6)(Q)(x), Article XVI of the Texas Constitution, generally provides that a lender has 60 days to comply with its obligations under the extension of credit after being notified by a borrower of a failure to comply with any such obligation. The notice of acceleration and opportunity to cure given to Borrower pursuant to Section 21 and the notice of acceleration given to Borrower pursuant to Section 17 shall be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 19.

VMS-8036(TX) (03/01)

Page 11 of 17

Initials [Redacted]

Form 3044.1 1/01 (rev. 10/03)

12/08/2006 7:21:36 AM

(05/2005)Rev.01

EXHIBIT A

It is Lender's and Borrower's intention to conform strictly to provisions of the Texas Constitution applicable to Extensions of Credit as defined by Section 50(a)(6), Article XVI of the Texas Constitution.

All agreements between Lender and Borrower are hereby expressly limited so that in no event shall any agreement between Lender and Borrower, or between either of them and any third party, be construed not to allow Lender 60 days after receipt of notice to comply, as provided in this Section 19, with Lender's obligations under the Extension of Credit to the full extent permitted by Section 50(a)(6), Article XVI of the Texas Constitution. Borrower understands that the Extension of Credit is being made on the condition that Lender shall have 60 days after receipt of notice to comply with the provisions of Section 50(a)(6), Article XVI of the Texas Constitution. As a precondition to taking any action premised on failure of Lender to comply, Borrower will advise Lender of the noncompliance by a notice given as required by Section 14, and will give Lender 60 days after such notice has been received by Lender to comply. Except as otherwise required by Applicable Law, only after Lender has received said notice, has had 60 days to comply, and Lender has failed to comply, shall all principal and interest be forfeited by Lender, as required by Section 50(a)(6)(Q)(x), Article XVI of the Texas Constitution in connection with failure by Lender to comply with its obligations under this Extension of Credit. Borrower will cooperate in reasonable efforts to correct any failure by Lender to comply with Section 50(a)(6), Article XVI of the Texas Constitution.

In the event that, for any reason whatsoever, any obligation of Borrower or of Lender pursuant to the terms or requirements hereof or of any other loan document shall be construed to violate any of the provisions of the Texas Constitution applicable to Extensions of Credit as defined by Section 50(a)(6), Article XVI of the Texas Constitution, then any such obligation shall be subject to the provisions of this Section 19, and the document may be reformed, by written notice from Lender, without the necessity of the execution of any amendment or new document by Borrower, so that Borrower's or Lender's obligation shall be modified to conform to the Texas Constitution, and in no event shall Borrower or Lender be obligated to perform any act, or be bound by any requirement which would conflict therewith.

All agreements between Lender and Borrower are expressly limited so that any interest, Extension of Credit charge or fee collected or to be collected (other than by payment of interest) from Borrower, any owner or the spouse of any owner of the Property in connection with the origination, evaluation, maintenance, recording, insuring or servicing of the Extension of Credit shall not exceed, in the aggregate, the highest amount allowed by Applicable Law.

It is the express intention of Lender and Borrower to structure this Extension of Credit to conform to the provisions of the Texas Constitution applicable to Extensions of Credit as defined by Section 50(a)(6), Article XVI of the Texas Constitution. If, from any circumstance whatsoever, any promise, payment, obligation or provision of the Note, this Security Instrument or any other loan document involving this Extension of Credit transcends the limit of validity prescribed by Applicable Law, then any promise, payment, obligation or provision shall be reduced to the limit of such validity, or eliminated as a requirement if necessary for compliance with such law, and such document may be reformed, by written notice from Lender, without the necessity of the execution of any new amendment or new document by Borrower.

Lender's right-to-comply as provided in this Section 19 shall survive the payoff of the Extension of Credit. The provision of this Section 19 will supersede any inconsistent provision of the Note or this Security Instrument.

20. Hazardous Substances. As used in this Section 20: (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.

[Redacted Signature]

VMP-8036(TX) (0310)

Page 12 of 17

Initiate: [Signature] Form 3044.1 1/01 (rev. 10/03)

12/08/2006 7:21:36 AM

(05/2005)Rev.01

EXHIBIT A

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.

21. 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 17 unless Applicable Law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice will result in acceleration of the sums secured by this Security Instrument and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the non-existence of a default or any other defense of Borrower to acceleration and sale. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may invoke the power of sale and any other remedies permitted by Applicable Law. Insofar as allowed by Section 50(a)(6), Article XVI of the Texas Constitution, Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 21, including, but not limited to, court costs, reasonable attorneys' fees and costs of title evidence.

The lien evidenced by this Security Instrument may be foreclosed upon only by a court order. Lender may, at its option, follow any rules of civil procedure promulgated by the Texas Supreme Court for expedited foreclosure proceedings related to the foreclosure of liens under Section 50(a)(6), Article XVI of the Texas Constitution ("Rules"), as amended from time to time, which are hereby incorporated by reference. The power of sale granted herein shall be exercised pursuant to such Rules, and Borrower understands that such power of sale is not a confession of judgment or a power of attorney to confess judgment or to appear for Borrower in a judicial proceeding.

22. Power of Sale. It is the express intention of Lender and Borrower that Lender shall have a fully enforceable lien on the Property. It is also the express intention of Lender and Borrower that Lender's default remedies shall include the most expeditious means of foreclosure available by law. Accordingly, Lender and Trustee shall have all the powers provided herein except insofar as may be limited by the Texas Supreme Court. To the extent the Rules do not specify a procedure for the exercise of a power of sale, the following provisions of this Section 22 shall apply, if Lender invokes the power of sale. Lender or Trustee shall give notice of the time, place and terms of sale by posting and filing the notice at least 21 days prior to sale as provided by Applicable Law. Lender shall mail a copy of the notice of sale to Borrower in the manner prescribed by Applicable Law. Sale shall be made at public venue. The sale must begin at the

EXHIBIT A

time stated in the notice of sale or not later than three hours after that time and between the hours of 10 a.m. and 4 p.m. on the first Tuesday of the month. Borrower authorizes Trustee to sell the Property to the highest bidder for cash in one or more parcels and in any order Trustee determines. Lender or its designee may purchase the Property at any sale. In the event of any conflict between such procedure and the Rules, the Rules shall prevail, and this provision shall automatically be reformed to the extent necessary to comply.

Trustee shall deliver to the purchaser who acquires title to the Property pursuant to the foreclosure of the lien a Trustee's deed conveying indefeasible title to the Property with covenants of general warranty from Borrower. Borrower covenants and agrees to defend generally the purchaser's title to the Property against all claims and demands. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all expenses of the sale, including, but not limited to, court costs and reasonable Trustee's and attorneys' fees; (b) to all sums secured by this Security Instrument; and (c) any excess to the person or persons legally entitled to it.

If the Property is sold pursuant to this Section 22, Borrower or any person holding possession of the Property through Borrower shall immediately surrender possession of the Property to the purchaser at that sale. If possession is not surrendered, Borrower or such person shall be a tenant at sufferance and may be removed by writ of possession or other court proceeding.

23. Release. Within a reasonable time after termination and full payment of the Extension of Credit, Lender shall cancel and return the Note to the owner of the Property and give the owner, in recordable form, a release of the lien securing the Extension of Credit or a copy of an endorsement of the Note and assignment of the lien to a lender that is refinancing the Extension of Credit. Owner shall pay only recordation costs. OWNER'S ACCEPTANCE OF SUCH RELEASE, OR ENDORSEMENT AND ASSIGNMENT, SHALL EXTINGUISH ALL OF LENDER'S OBLIGATIONS UNDER SECTION 50(a)(6), ARTICLE XVI OF THE TEXAS CONSTITUTION.

24. Non-Recourse Liability. Lender shall be subrogated to any and all rights, superior title, liens and equities owned or claimed by any owner or holder of any liens and debts outstanding immediately prior to execution hereof, regardless of whether said liens or debts are acquired by Lender by assignment or are released by the holder thereof upon payment.

Subject to the limitation of personal liability described below, each person who signs this Security Instrument is responsible for ensuring that all of Borrower's promises and obligations in the Note and this Security Instrument are performed.

Borrower understands that Section 50(a)(6)(C), Article XVI of the Texas Constitution provides that the Note is given without personal liability against each owner of the Property and against the spouse of each owner unless the owner or spouse obtained this Extension of Credit by actual fraud. This means that, absent such actual fraud, Lender can enforce its rights under this Security Instrument solely against the Property and not personally against the owner of the Property or the spouse of an owner.

If this Extension of Credit is obtained by such actual fraud, then, subject to Section 12, Borrower will be personally liable for the payment of any amounts due under the Note or this Security Instrument. This means that a personal judgment could be obtained against Borrower, if Borrower fails to perform Borrower's responsibilities under the Note or this Security Instrument, including a judgment for any deficiency that results from Lender's sale of the Property for an amount less than is owing under the Note, thereby subjecting Borrower's other assets to satisfaction of the debt.

If not prohibited by Section 50(a)(6)(C), Article XVI of the Texas Constitution, this Section 24 shall not impair in any way the lien of this Security Instrument or the right of Lender to collect all sums due under the Note and this Security Instrument or prejudice the right of Lender as to any covenants or conditions of the Note and this Security Instrument.

25. Proceeds. Borrower has not been required to apply the proceeds of the Extension of Credit to repay another debt except a debt secured by the Property or debt to another lender.

VMB-8038(T)(10310)

Page 14 of 17

Initials [Redacted] R. J.
Form 3044.1 1/01 (rev. 10/03)

12/08/2006 7:21:36 AM

(05/2005)Rev.01

EXHIBIT A

26. **No Assignment of Wages.** Borrower has not assigned wages as security for the Extension of Credit.

27. **Acknowledgment of Fair Market Value.** Lender and Borrower have executed a written acknowledgment as to the fair market value of Borrower's Property on the date the Extension of Credit is made.

28. **Substitute Trustee; Trustee Liability.** All rights, remedies and duties of Trustee under this Security Instrument may be exercised or performed by one or more trustees acting alone or together. Lender, at its option and with or without cause, may from time to time, by power of attorney or otherwise, remove or substitute any trustee, add one or more trustees, or appoint a successor trustee to any Trustee without the necessity of any formality other than a designation by Lender in writing. Without any further act or conveyance of the Property the substitute, additional or successor trustee shall become vested with the title, rights, remedies, powers and duties conferred upon Trustee herein and by Applicable Law.

Trustee shall not be liable if acting upon any notice, request, consent, demand, statement or other document believed by Trustee to be correct. Trustee shall not be liable for any act or omission unless such act or omission is willful.

29. **Acknowledgment of Waiver by Lender of Additional Collateral.** Borrower acknowledges that Lender waives all terms in any of Lender's loan documentation (whether existing now or created in the future) which (a) create cross default; (b) provide for additional collateral; and/or (c) create personal liability for any Borrower (except in the event of actual fraud), for the Extension of Credit. This waiver includes, but is not limited to, any (a) guaranty; (b) cross collateralization; (c) future indebtedness; (d) cross default; and/or (e) dragnet provisions in any loan documentation with Lender.

8036(TX) (03/01)

Page 16 of 17

Initials:  R.R.

Form 3044.1 1/01 (rev. 10/03)

12/08/2006 7:21:36

(05/2005)Rev.01

EXHIBIT A

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.

[DO NOT SIGN IF THERE ARE BLANKS LEFT TO BE COMPLETED IN THIS DOCUMENT. THIS DOCUMENT MUST BE EXECUTED AT THE OFFICE OF LENDER, AN ATTORNEY AT LAW OR A TITLE COMPANY. YOU MUST RECEIVE A COPY OF THIS DOCUMENT AFTER YOU HAVE SIGNED IT.]

YOU MAY, WITHIN 3 DAYS AFTER CLOSING, RESCIND THIS EXTENSION OF CREDIT WITHOUT PENALTY OR CHARGE.

Printed Name: _____
(Please Complete)

Pervaitz Rahman (Seal)
PERVAITZ RAHMAN -Borrower

Printed Name: _____
(Please Complete)

Raufia Rahman (Seal)
RAUFIA RAHMAN -Borrower

N/A (Seal)
-Borrower

N/A (Seal)
-Borrower

N/A (Seal)
-Borrower

N/A (Seal)
-Borrower

N/A (Seal)
-Borrower

N/A (Seal)
-Borrower

EXHIBIT A

STATE OF TEXAS,

County ss: Dallas

Before me DAVID ZUNIGIA SEGURA on this day personally appeared

PERVAZ RAHMAN & RAUFIA RAHMAN

known to me (or proved to me on the oath of NA

or through TRDL to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she/they executed the same for the purposes and considerations therein expressed.

Given under my hand and official seal of office this 8 day of DECEMBER, 2006

David Zuniga Segura
Notary Public

My Commission Expires: 9-27-2010



401-177X (402)

Page 17 of 17



12/08/2006 7:21:36 AM

R.R.

EXHIBIT A

ELECTRONICALLY RECORDED 201800157215
06/14/2018 02:54:30 PM MOD 1/15

APN: [REDACTED]

Loan #: [REDACTED]

After Recording Return To
CitiMortgage, Inc.
1000 Technology Drive, MS 420R
O'Fallon, MO 63368-2240
Doc Prep/Booking & Closing

This document was prepared by:
Cynthia Irwin
On behalf of.
CitiMortgage, Inc.
1000 Technology Drive
O'Fallon, MO 63368-2240

Original Principal Amount: \$ 1,080,000.00
Unpaid Principal Amount: \$ 980,438.65
New Principal Amount: \$ 1,285,197.05
New Money (Cap): \$ 205,197.05

[Space Above This Line For Recording Data]

CITI AFFORDABLE MODIFICATION AGREEMENT
(Step Two of Two-Step Documentation Process)

This Loan Modification Agreement ("Modification Agreement"), made on April 13, 2018 ("Effective Date") between: PERVAIZ RAHMAN and RAUFIA RAHMAN ("Borrower") and CITIMORTGAGE, INC. AS SERVICER FOR CITIGROUP MORTGAGE LOAN TRUST INC. ASSET-BACKED PASS-THROUGH CERTIFICATES, SERIES 2007-AMC4, US BANK NATIONAL ASSOCIATION AS TRUSTEE ("Lender") amends and supplements:

- (1) the Mortgage, Deed of Trust or Security Deed (the "Security Instrument"), between PERVAIZ RAHMAN and RAUFIA RAHMAN and ARGENT MORTGAGE COMPANY, LLC dated 12/08/2006 and recorded on 01/03/2007 in Book or Liber number na, Page(s) na as Document 20070003138 in the public records of DALLAS County, in the State of Texas, and
- (2) the Note bearing the same date as, and secured by the Security Instrument, which covers the real and personal property described in the Security Instrument and defined therein as the "Property", located at 6422 TURNER WAY, DALLAS, TX 75230 the real property described being set forth as per your original loan document; and
- (3) if applicable, the Security Agreement (Pledge) giving Lender a security interest in the Citigroup Global Markets Account. The Security Instrument and, when applicable, the Security Agreement (Pledge) are referred to collectively as the "Security Instrument" in this Modification Agreement

SEE ATTACHED LEGAL DESCRIPTION

EXHIBIT A

If (i) my representations in Section 1 continue to be true in all material respects, (ii) all preconditions to the Modification set forth in Section 2 have been met, and (iii) I meet all Citi Affordable Modification program eligibility requirements, then this Citi Affordable Modification Agreement ("Modification Agreement") will, as set forth in Section 3, amend and supplement (1) the Mortgage on the Property, and (2) the Note secured by the Mortgage. The Mortgage and Note together, as they may previously have been amended, are referred to as the "Loan Documents." Capitalized terms used in this Modification Agreement and not defined have the meaning given to them in the Loan Documents.

I understand that after I sign and return two copies of this Modification Agreement to the Lender, the Lender will send me a signed copy of this Modification Agreement. This Modification Agreement will not take effect unless the preconditions set forth in Section 2 have been satisfied.

1. My Representations. I certify, represent to Lender and agree:

- A. I am experiencing a financial hardship, and as a result, (i) I am in default under the Loan Documents, or my default is imminent, and (ii) I do not have sufficient income or access to sufficient liquid assets to make the monthly mortgage payments now or in the near future;
- B. There has been no impermissible change in the ownership of the Property since I signed the Loan Documents. A permissible change would be any transfer that the lender is required by law to allow, such as a transfer to add or remove a family member, spouse or domestic partner of the undersigned in the event of a death or marriage.
- C. I have provided documentation for ALL income that I receive (and I understand that I am not required to disclose child support or alimony unless I chose to rely on such income when requesting to qualify for the Citi Affordable Modification program ("Modification Program"));
- D. Under penalty of perjury, all documents and information I have provided to Lender in connection with this Modification Agreement, including the documents and information regarding my eligibility for the Modification Program, are true and correct;
- E. If Lender requires me to obtain credit counseling in connection with the Modification Program, I will do so; and
- F. I have made or will make all payments required under a Trial Period Plan or Loan Workout Plan.

2. Acknowledgements and Preconditions to Modification. I understand and acknowledge that:

- A. If prior to the Modification Effective Date as set forth in Section 3 the Lender determines that any of my representations herein are no longer true and correct, or any covenant by me has not been performed, the Loan Documents will not be modified and this Modification Agreement will terminate. In that event, the Lender will have all of the rights and remedies provided by the Loan Documents; and
- B. I understand that the Loan Documents will not be modified unless and until (i) the Lender accepts this Modification Agreement by signing and returning a copy of it to me, and (ii) the Modification Effective Date (as defined in Section 3) has occurred. I further understand and agree that the Lender will not be obligated or bound to make any modification of the Loan Documents if I fail to meet any one of the requirements under this Modification Agreement.

3. The Modification. If my representations and covenants in Section 1 continue to be true in all material respects and all preconditions to the modification set forth in Section 2 have been met, the Loan Documents will automatically become modified on 04/01/18 (the "Modification Effective Date") and all unpaid late charges that remain unpaid will be waived. The first modified payment will be due on 05/01/18.

EXHIBIT A

- A. **Unpaid Principal Balance.** As of 04/01/18, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. \$1,286,498.55 consisting of the unpaid amounts loaned to Borrower, previously deferred amounts, if any, plus any interest and other amounts capitalized.
- B. **Waived or Forgiven Late Charges.** For and in consideration of the modification of the loan as described herein, Lender has agreed to waive or forgive accrued, unpaid late charges. The total amount of accrued, unpaid late charges waived or forgiven is U.S \$ 0.00.
- C. **Deferred Principal Balance.** For and in consideration of the modification of the loan as described herein, Lender has agreed to defer a portion of the Unpaid Principal Balance in an amount equal to \$ 0.00 ("Deferred Principal Balance"). The Deferred Principal Balance, if any, is in addition to the Modified Principal Balance and shall continue to be due and owing by Borrower to Lender; provided however, Lender agrees that for so long as Borrower makes the principal and interest payments in a timely manner and ultimately pays the Deferred Principal Balance to the extent obligated under the terms of the Note or Security Instrument, which if not sooner demanded, shall be due and payable upon the earlier of any voluntary loan payoff or on the Maturity Date, when the final balloon payment will become due and payable. Lender will not seek to enforce its security interest under the terms of the Security Instrument solely for failure to pay the Deferred Principal Balance prior to any voluntary loan payoff or the Maturity Date.
- D. **Principal Reduction.** You qualify for a total Principal Reduction in the amount of \$ 0.00. For and in consideration of the modification of the loan as described herein, Lender has agreed to forgive \$ 0.00 of the Unpaid Principal Balance on the Modification Effective Date. Any principal forgiveness will be reported to the Internal Revenue Service and may have tax consequences. Therefore, you are advised to seek guidance from a tax professional. **YOU MAY HAVE TO REPORT THE MORTGAGE FORGIVENESS ON YOUR TAX RETURN AND PAY INCOME TAX ON THIS MORTGAGE FORGIVENESS AMOUNT. SEE SECTION 5. TAX. PLEASE CONSULT A TAX ADVISOR.**
- E. **Modified Principal Balance.** Borrower acknowledges that the Modified Principal Balance payable under the Note and the Security Instrument shall be calculated as set forth below.

(i) Principal Balance	\$ 980,438.65
(ii) Accrued unpaid interest	\$ 297,195.45
(iii) Accrued unpaid late charges	\$ 0.00
(iv) Advances regarding delinquent real estate taxes or to pay insurance premiums	\$ 4,542.50
(v) Appraisal fees, attorney's fees, costs, foreclosure or other legal expenses and advances regarding prior lien-holder or other claims	\$ 4,321.95
(vi) Previously deferred amounts	\$ 0.00
Total (the "Unpaid Principal Balance" from Section 3(A))	\$1,286,498.55
Less:	
Forgiven Late Charges from Section 3(B)	\$ 0.00
Deferred Principal Balance from Section 3(C)	\$ 0.00
Principal Reduction from Section 3(D)	\$ 0.00
Forgiven appraisal fees, attorney's fees, costs, Foreclosure or other legal expenses and advances Regarding prior lien-holder or other claims	\$ 1,301.50
Forgiven previously deferred amounts	\$ 0.00

EXHIBIT A

Total (the "Modified Principal Balance") **\$ 1,285,197.05**

F. Repayment Terms. Borrower promises to pay the Modified Principal Balance, plus interest, to the order of Lender as set forth below:

- i.** The maturity date is 02/01/42 (the "Maturity Date"). If on the Maturity Date Borrower still owes amounts under the Note and Security Instrument, as amended by this Modification Agreement, Borrower will pay these amounts in full on the Maturity Date.
- ii.** The interest rate will begin to accrue as of 04/01/18 and the first new monthly payment on the Modified Principal Balance will be due on 05/01/18.
- iii.** \$ 0.00 shall be the Deferred Principal Balance and I will not pay interest or make monthly payments on this amount.

The Modified Principal Balance shall be referred to as the "Interest Bearing Principal Balance" and this amount is \$ 1,285,197.05. Interest at the rate of 4.00000% will begin to accrue on the Interest Bearing Principal Balance as of 04/01/18 and the first new monthly payment on the Interest Bearing Principal Balance will be due on 05/01/18. My payment schedule for the modified Loan is as follows:

Years	Interest Rate	Interest Rate Change Date	Monthly Principal and Interest Payment Amount	Estimated Monthly Escrow Payment Amount*	Total Monthly Payment*	Payment Begins On	Number of Monthly Payments
1-Term	4.000%	04/01/18	\$6,977.93	\$ 2,712.83 may adjust periodically	\$ 9,690.76 may adjust periodically	05/01/18	286

*The escrow payments may be adjusted periodically in accordance with applicable law and therefore my total monthly payment may change accordingly.

The above terms shall supersede any provisions to the contrary in the Loan Documents, including but not limited to, provisions for an adjustable or step or simple interest rate.

Any terms of the Note or Security Instrument which would result in any further interest rate reduction, including without limitation a Timely Payment Rewards program, or Smart Step program, are hereby deleted and will not be applicable to the Note as modified herein. Further, any terms of the Note or Security Instrument which provide for an adjustment of the interest rate are hereby deleted.

I understand that, if I have a pay option adjustable rate mortgage loan, upon modification, the minimum monthly payment option, the interest-only or any other payment options will no longer be offered and that the monthly payments described in the above payment schedule for my modified loan will be the minimum payment that will be due each month for the remaining term of the loan. My modified loan will not have a negative amortization feature that would allow me to pay less than the interest due resulting in any unpaid interest to be added to the outstanding principal balance.

THIS LOAN IS PAYABLE IN FULL AT MATURITY. YOU MUST REPAY THE ENTIRE PRINCIPAL BALANCE OF THE LOAN AND UNPAID INTEREST THEN DUE. LENDER IS UNDER NO OBLIGATION TO REFINANCE THE LOAN AT THAT TIME. IF YOU REFINANCE THIS LOAN AT MATURITY, YOU MAY HAVE TO PAY SOME OR ALL OF THE CLOSING COSTS NORMALLY ASSOCIATED WITH A NEW LOAN, EVEN IF YOU OBTAIN REFINANCING FROM THE SAME LENDER.

EXHIBIT A

G. I will be in default if I do not comply with the terms of the Loan Documents, as modified by this Modification Agreement.

4. Additional Agreements. I agree to the following:

- A. That all persons who signed the Loan Documents or their authorized representative(s) have signed this Modification Agreement, unless (i) a borrower or co-borrower is deceased; or (ii) the Lender has waived this requirement in writing
- B. That this Modification Agreement shall supersede the terms of any modification, forbearance, Trial Period Plan or Workout Plan that I previously entered into with Lender.
- C. To comply, except to the extent that they are modified by this Modification Agreement, with all covenants, agreements, and requirements of the Loan Documents including my agreement to make all payments of taxes, insurance premiums, assessments, Escrow Items, Impounds, and all other payments, the amount of which may change periodically over the term of my Loan.
- D. Funds for Escrow Items. I will pay to Lender on the day payments are due under the Loan Documents as amended by this Modification Agreement, until the Loan 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 the Mortgage 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 the Loan Documents; (d) mortgage insurance premiums, if any, or any sums payable to Lender in lieu of the payment of mortgage insurance premiums in accordance with the Loan Documents; and (e) any community association dues, fees, and assessments that Lender requires to be escrowed. These items are called "Escrow Items". I shall promptly furnish to Lender all notices of amounts to be paid under this Section 4.D. I shall pay Lender the Funds for Escrow Items unless Lender waives my obligation to pay the Funds for any or all Escrow Items. Lender may waive my 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, I 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. My obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in the Loan Documents, as the phrase "covenant and agreement" is used in the Loan Documents. If I am obligated to pay Escrow Items directly, pursuant to a waiver, and I fail to pay the amount due for an Escrow Item, Lender may exercise its rights under the Loan Documents and this Modification Agreement and pay such amount and I shall then be obligated 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 the Loan Documents, and, upon such revocation, I shall pay to Lender all Funds, and in such amounts, that are then required under this Section 4.D.

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 the Real Estate Settlement Procedures Act ("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 me for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays me 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

EXHIBIT A

shall not be required to pay me any interest or earnings on the Funds. Lender and I can agree in writing, however, that interest shall be paid on the Funds. Lender shall provide me, 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 me 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 me as required by RESPA, and I 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 me as required by RESPA, and I 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 the Loan Documents, Lender shall promptly refund to me any Funds held by Lender.

- E. That the Loan Documents as modified by this Modification Agreement are duly valid, binding agreements, enforceable in accordance with their terms and are hereby reaffirmed.
- F. That all terms and provisions of the Loan Documents, except as expressly modified by this Modification Agreement, remain in full force and effect; nothing in this Modification Agreement shall be understood or construed to be a satisfaction or release in whole or in part of the obligations contained in the Loan Documents; and that except as otherwise specifically provided in, and as expressly modified by, this Modification Agreement, the Lender and I will be bound by, and will comply with, all of the terms and conditions of the Loan Documents.
- G. That, as of the Modification Effective Date, notwithstanding any other provision of the Loan Documents, if all or any part of the Property or any interest in it is sold or transferred without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by the Mortgage. Lender shall not exercise this option if state or federal law, rules or regulations prohibit the exercise of such option as of the date of such sale or transfer. If Lender exercises this option, Lender shall give me notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which I must pay all sums secured by the Mortgage. If I fail to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by the Mortgage without further notice or demand on me.
- H. That, as of the Modification Effective Date, I understand that the Lender will only allow the transfer and assumption of the Loan, including this Modification Agreement, to a transferee of my property as permitted under the Garn St Germain Act, 12 U.S.C. Section 1701j-3. A buyer or transferee of the Property will not be permitted, under any other circumstance, to assume the Loan. Except as noted herein, this Modification Agreement may not be assigned to, or assumed by, a buyer or transferee of the Property.
- I. That, as of the Modification Effective Date, if any provision in the Note or in any addendum or amendment to the Note allowed for the assessment of a penalty for full or partial prepayment of the Note, such provision is null and void. Borrower has 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 Borrower makes a Prepayment, Borrower will tell the Lender in writing that Borrower is doing so. Borrower may not designate a payment as a Prepayment if Borrower has not made all the monthly payments due under the Note as herein modified.

If Borrower makes a partial Prepayment, there will be no changes in the due date or in the amount of the monthly principal and interest payment or term unless the Lender agrees in writing to those changes.

- J. That, I will cooperate fully with Lender in obtaining any title endorsement(s), or similar title insurance

EXHIBIT A

product(s), and/or subordination agreement(s) that are necessary or required by the Lender's procedures to ensure that the modified mortgage loan is in first lien position and/or is fully enforceable upon modification and that if, under any circumstance and notwithstanding anything else to the contrary in this Modification Agreement, the Lender does not receive such title endorsement(s), title insurance product(s) and/or subordination agreement(s), then the terms of this Modification Agreement will not become effective on the Modification Effective Date and the Modification Agreement will be null and void.

- K. That I will execute such other documents as may be reasonably necessary to either (i) consummate the terms and conditions of this Modification Agreement; or (ii) correct the terms and conditions of this Plan if an error is detected after execution of this Modification Agreement. I understand that a corrected Agreement or a letter containing the correction will be provided to me for my signature. At Lender's option, this Modification Agreement will be void and of no legal effect upon notice of such error. If I elect not to sign any such corrected documentation, the terms of the original Loan Documents shall continue in full force and effect, such terms will not be modified by this Modification Agreement, and I will not be eligible for a modification under the Citi Affordable Modification program.
- L. That Lender will collect and record personal information such as my name, address, telephone number, social security number, credit score, income, payment history, government monitoring information, and information about account balances and activity. I understand and consent to the disclosure of my personal information and the terms of any Program to (i) any servicer participating in the National Mortgage Settlement; (ii) individuals or companies that perform support services in conjunction with the National Mortgage Settlement Program; (iii) any state or federal governmental entity participating in the National Mortgage Settlement Program; and (iv) any investor, insurer, guarantor or servicer that owns, insures, guarantees or services my first lien or subordinate lien (if applicable) mortgage loan(s).
- M. That if any document related to the Loan Documents and/or this Modification Agreement is lost, misplaced, misstated, inaccurately reflects the true and correct terms and conditions of the loan as modified, or is otherwise missing, I will comply with the Lender's request to execute, acknowledge, initial and deliver to the Lender any documentation the Lender deems necessary. If the note is replaced, the Lender hereby indemnifies me against any loss associated with a demand on the Note. All documents the Lender requests of me under this Modification Agreement shall be referred to as "Documents". I agree to deliver the Documents within ten (10) days after I receive the Lender's written request for such replacement.
- N. That the mortgage insurance premiums on my Loan, if applicable, may increase as a result of the capitalization which will result in a higher total monthly payment. Furthermore, the date on which I may request cancellation of mortgage insurance may change as a result of the Modified Principal Balance
- O. I acknowledge that the Deferred Principal Balance set forth above may or may not be reflected in the loan amount reported by Lender to any credit reporting agency or reported as part of the balance on any receipt or statement issued by Lender, but nevertheless I acknowledge that such Deferred Principal Balance is due and payable as set forth above.
- P. Notwithstanding the foregoing, to the extent personal liability has been discharged in bankruptcy with respect to any amount payable under the Note, as modified herein, nothing contained herein shall be construed to impose personal liability to repay any such obligation where any obligations have been so discharged. If any bankruptcy proceeding is pending or completed during a time period related to entering this Modification Agreement, I understand that I enter this Modification Agreement voluntarily and that this Modification Agreement, or actions taken by the Lender in relation to this Modification Agreement, does not constitute a demand for payment or any attempt to collect any such obligation.

EXHIBIT A

5. **Tax.** The amount of debt forgiven (your mortgage balance) is generally income to you in the year forgiven, unless you qualify for a tax exclusion. You will be responsible for paying any income taxes due on your mortgage balance forgiven.

Lender will report to you and the Internal Revenue Service the amount of your mortgage balance forgiven on Form 1099-C, as required by law. Form 1099-C will be mailed to you by January 31 of the year following the year of the mortgage balance forgiveness. Please consult your tax advisor if you have any questions.

MERS LOAN. If this box is checked, the loan evidenced by the Security Instrument was assigned to or the Security Instrument was prepared in the name of the Mortgage Electronic Registration Systems, Inc. ("MERS"). MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns. MERS is the mortgagee/beneficiary/grantee 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, 1-(888) 679-6377. All references to Lender shall mean the Lender above and, to the extent referencing the mortgagee/beneficiary/grantee of the Security Instrument, shall reference MERS acting solely as nominee for Lender.

_____ [Space Below This Line For Acknowledgments] _____

EXHIBIT A


EXECUTED effective as of the day and year first above written.

BORROWER:


PERVAIZ RAHMAN

5/16/18

Date



RAUFIA RAHMAN

5/16/18

Date

EXHIBIT A

INDIVIDUAL ACKNOWLEDGEMENT

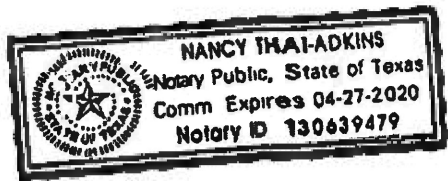
State of Texas
County of DALLAS

On this 10th day of May, in the year 2018, before me, the undersigned,
personally appeared, PERVAIZ RAHMAN

Pervaz Rahman

personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that HE/SHE executed the same in HIS/HER capacity, and that by HIS/HER signature on the instrument, the individual, or the person upon behalf of which the individual acted executed the instrument.

Notary Public Nancy Thai-Adkins
My Commission Expires: 4/27/2020



State of Texas
County of DALLAS

On this 10th day of May, in the year 2018, before me, the undersigned,
personally appeared, RAUFI RAHMAN

Raufi Rahman

personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that HE/SHE executed the same in HIS/HER capacity, and that by HIS/HER signature on the instrument, the individual, or the person upon behalf of which the individual acted executed the instrument.

Notary Public Nancy Thai-Adkins
My Commission Expires: 4/27/2020

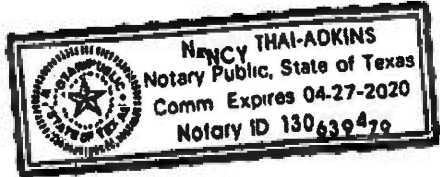
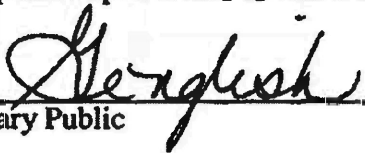


EXHIBIT A

STATE OF MISSOURI, ST. CHARLES COUNTY

On 06/07/2018 before me, the undersigned, a notary public in and for said state, personally appeared Warren Jay Silva Document Control Officer of CitiMortgage, Inc., personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.



Notary Public

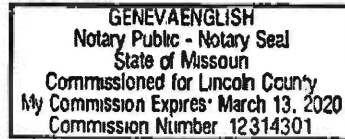


EXHIBIT A

LEGAL DESCRIPTION

LOT 10, IN BLOCK B/7453, OF PRESTON CLUB ESTATES, AN ADDITION TO THE CITY OF DALLAS, DALLAS COUNTY, TEXAS, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 15, PAGE 271, PLAT RECORDS, DALLAS COUNTY, TEXAS.

EXHIBIT A

TEXAS
LOAN AGREEMENT DISCLOSURE
Pursuant to Tx. Bus. & Comm. Code Ann. 26.02(e)

Loan Number: [REDACTED]

Date: May 14, 2018

Borrower(s): PERVAIZ RAHMAN, RAUFIA RAHMAN,
Property Address: 6422 TURNER WAY DALLAS, TX 75230
Lender: CitiMortgage, Inc.

THIS WRITTEN LOAN AGREEMENT REPRESENTS THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES.

THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.

ACKNOWLEDGEMENT

We have read the above document and acknowledge receiving a copy by signing below.

Pervai Rahman 5/16/18
Borrower: PERVAIZ RAHMAN Date

Raufia Rahman 5/16/18
Borrower: RAUFIA RAHMAN Date

Borrower: _____ Date

Borrower: _____ Date

CitiMortgage, Inc.

By: _____
Name

Title

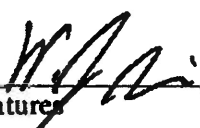
Date *hs*

Certificate of Preparation

Prepared by: Warren Jay Silva
CitiMortgage, Inc.
1000 Technology Drive (M.S. 321)
O'Fallon, MO 63368-2240
1-866-272-4749

Acct# 

This is to certify that this INSTRUMENT was prepared by CITIMORTGAGE Inc., one of the parties name in the instrument.



Preparer Signature
Warren Jay Silva
Document Control Officer

Filed and Recorded
Official Public Records
John F. Warren, County Clerk
Dallas County, TEXAS
06/14/2018 02:54:30 PM
\$82.00
201800157215



EXHIBIT B

From: [Asad Rahman](#)
To: [Cole Davis](#)
Subject: Fwd: [External Email] Re: mortgage matter
Date: Thursday, September 30, 2021 3:29:35 PM

Cole: This has a good timeline of communications and me documenting the hiccups they were creating themselves.

----- Forwarded message -----

From: **Asad Rahman** <asadrahmanesq@gmail.com>
Date: Tue, Mar 9, 2021 at 1:39 PM
Subject: Re: [External Email] Re: mortgage matter
To: Connie J. Vandergriff <ConnieVa@bdfgroup.com>

Connie: I believe the title company is getting the HUD statement together. We are again asking the short sale review be re-opened. I'd like to request someone else be assigned as Ms. Kemper has been wholly unresponsive.

On Tue, Mar 2, 2021 at 10:29 AM Asad Rahman <asadrahmanesq@gmail.com> wrote:

Connie: We are working on getting the statement. I told you that Cenlar was not responding to the title company. We are also working to get the lien that the pool company had released. We need a little patience.

On Tue, Mar 2, 2021 at 10:20 AM Connie J. Vandergriff <ConnieVa@bdfgroup.com> wrote:

Good morning,

I wanted to let you know that I have been advised to proceed with my Application for Foreclosure Order. My client closed the review due to the HUD-CD missing. She also advised that title must be free and clear for a short-sale to be considered – if there are other liens on the property, you must provide copies of all lien releases/satisfactions.

CJ

From: Connie J. Vandergriff
Sent: Thursday, February 25, 2021 3:11 PM
To: Asad Rahman <asadrahmanesq@gmail.com>
Subject: RE: [External Email] Re: mortgage matter

It is taxes and insurance disbursements – see attached.

From: Connie J. Vandergriff
Sent: Monday, February 22, 2021 5:23 PM
To: Asad Rahman
Subject: Re: [External Email] Re: mortgage matter

Typically it is the taxes and insurance disbursements but I'll confirm.

Get [Outlook for iOS](#)

From: Asad Rahman
Sent: Monday, February 22, 2021 4:32:38 PM
To: Connie J. Vandergriff
Subject: Re: [External Email] Re: mortgage matter

Thank you. What is the escrow impound balance?

Asad Rahman

EXHIBIT B

On Feb 22, 2021, at 4:06 PM, Connie J. Vandergriff wrote:

Hi Asad,

Attached is a copy of the payoff quote that I received today. Please let me know if you need anything further.

Connie

From: Asad Rahman
Sent: Sunday, February 21, 2021 3:42 PM
To: Connie J. Vandergriff ; Rempfer, Andrea S.
Subject: Re: [External Email] Re: mortgage matter

Connie: As requested. The HUD statement is still pending as they are awaiting information from Cenlar as far as the payoff.

On Fri, Feb 19, 2021 at 9:35 AM Asad Rahman <asadrahmanesq@gmail.com> wrote:

Understood but the title company is not able to provide a HUD statement bc they said Cenlar is not providing information that they need.

Asad Rahman

On Feb 19, 2021, at 9:12 AM, Connie J. Vandergriff <ConnieVa@bdfgroup.com> wrote:

Good morning,

My client's procedures require that they have a complete file before they can review the matter. Without a complete package, they cannot provide a response. As for the latest request for documents, my client said she couldn't extend the deadline. She did say if you provide a complete package after the deadline expires, she can submit it and request the file be re-opened.

The payoff is being processed. I will forward it to you as soon as I have it.

Connie J. Vandergriff

Partner (Licensed in Texas)

Barrett Daffin Frappier Turner & Engel, LLP*

4004 Belt Line Road, Suite 100

Addison, Texas 75001

Main: (972) 386-5040

Direct: (972) 340-7921

Fax: (972) 341-0734

ConnieVa@BDFGroup.com

*Part of the BDF Law Group

Barrett Daffin Frappier Turner & Engel, LLP (Texas/Georgia)

Barrett Daffin Frappier Treder & Weiss, LLP (California/Nevada/Arizona)

Barrett Frappier & Weisserman, LLP (Colorado)

PURSUANT TO THE FEDERAL FAIR DEBT COLLECTION PRACTICES ACT, BE ADVISED THAT THIS FIRM IS A DEBT COLLECTOR ATTEMPTING TO COLLECT A DEBT AND ANY INFORMATION WE OBTAIN WILL BE USED FOR THAT PURPOSE.

From: Asad Rahman <asadrahmanesq@gmail.com>
Sent: Thursday, February 18, 2021 5:33 PM
To: Connie J. Vandergriff <ConnieVa@bdfgroup.com>
Subject: Re: [External Email] Re: mortgage matter

Connie the title company is saying that Cenlar is not giving them the payoff information so they're not able to provide a HUD statement yet. I think you need to understand that Cenlar is the problem here and they are not interested in any sort of reasonable resolution. Can you answer and explain why they never even offered any answer on the prior offer?

EXHIBIT B

Asad Rahman

On Feb 18, 2021, at 11:11 AM, Connie J. Vandergriff <ConnieVa@bdfgroup.com> wrote:

We haven't received the quote yet. I will ask my client if they will extend the deadline.

From: Asad Rahman <asadrahmanesq@gmail.com>
Sent: Thursday, February 18, 2021 10:39 AM
To: Connie J. Vandergriff <ConnieVa@bdfgroup.com>
Subject: Re: [External Email] Re: mortgage matter

Connie: any word on the payoff? I am asking that we extend the 2/21 deadline. We have been trying to get the HUD statements for the new offer but they have not been responsive to repeated calls. I suspect they are closed due to the weather and power outages this week.

On Wed, Feb 10, 2021 at 2:07 PM Connie J. Vandergriff <ConnieVa@bdfgroup.com> wrote:

There will be a breakdown when I get the payoff.

From: Asad Rahman <asadrahmanesq@gmail.com>
Sent: Wednesday, February 10, 2021 2:07 PM
To: Connie J. Vandergriff <ConnieVa@bdfgroup.com>
Subject: Re: [External Email] Re: mortgage matter

Also, if we can verify what is principle and what is interest and penalties and fees, that would be great.

On Wed, Feb 10, 2021 at 2:05 PM Asad Rahman <asadrahmanesq@gmail.com> wrote:

I would greatly appreciate it.

On Wed, Feb 10, 2021 at 2:04 PM Connie J. Vandergriff <ConnieVa@bdfgroup.com> wrote:

I'll have to request a payoff from them. I don't have access to that information.

From: Asad Rahman <asadrahmanesq@gmail.com>
Sent: Wednesday, February 10, 2021 2:03 PM
To: Connie J. Vandergriff <ConnieVa@bdfgroup.com>
Subject: Re: [External Email] Re: mortgage matter

I see. And can you confirm the current total balance. They have locked their account so they cannot see it.

On Wed, Feb 10, 2021 at 2:00 PM Connie J. Vandergriff <ConnieVa@bdfgroup.com> wrote:

They can't make a decision like that without it going through the short-sale review process. If it is anything less than the total amount owed, it will have to go through the short-sale process.

From: Asad Rahman <asadrahmanesq@gmail.com>
Sent: Wednesday, February 10, 2021 1:42 PM
To: Connie J. Vandergriff <ConnieVa@bdfgroup.com>
Subject: Re: [External Email] Re: mortgage matter

Connie: Could you get me a quick answer on this? There is a 3rd party now interested in making a very robust offer closer to the principle balance. If we were able to get that, could the penalties/interest be waived and this not be a short sale scenario? I need to know asap.

On Wed, Feb 10, 2021 at 12:18 PM Asad Rahman <asadrahmanesq@gmail.com> wrote:

Connie: Yes, we should have those documents this week. We are also having to work with Key Bank which has a secondary lien and we need that addressed.

I don't understand the deadline here when Ms. Kemper has been delaying even speaking to us for weeks. She spoke repeatedly to the previous buyers' realtor but would not answer our calls or emails. She continued to ask for the same document which then become outdated due to her own delays.

On Wed, Feb 10, 2021 at 12:05 PM Connie J. Vandergriff <ConnieVa@bdfgroup.com> wrote:

Do you have an update on these documents? It looks like my client is going to close its file if the documents are not received by 2/21/2021. Thanks.

From: Asad Rahman <asadrahmanesq@gmail.com>

EXHIBIT B

Sent: Monday, February 01, 2021 1:56 PM
To: Connie J. Vandergriff <ConnieVa@bdfgroup.com>
Subject: Re: [External Email] Re: mortgage matter

Connie: Thanks a ton for your help. I'll ask that the paper documents be sent over asap. The issue is they expire b/c Cenlar keeps taking time. This has been going on since at least September. The second offer that requires no realtor fees is the one we are asking to be considered. It just seems counterproductive to have to keep providing the same documents when Cenlar provides no guidance. We risk running off a second buyer if we delay.

On Mon, Feb 1, 2021 at 1:03 PM Connie J. Vandergriff <ConnieVa@bdfgroup.com> wrote:

Mr. Rahman,

I spoke with my client regarding this matter. I thought it would be best to make sure we are all on the same page and start fresh to ensure that all parties have current and accurate information for the short-sale review. Cenlar provided me a list of documents they need to be able to begin to review the matter for the short-sale. I think if those documents can be provided by you to me, we can make sure that Cenlar has what it needs to review your parents' short-sale application. If documents are missing or additional information is needed, they will let me know and I will forward that information to you. I don't know that going through the agent is working for either party.

According to my client, there are two active offers. Cenlar can only review one offer at a time, so please let me know which offer you want Cenlar to review for the short-sale.

When I spoke to my contact, she advised that expired documents keep being provided. In order to avoid any more back and forth regarding the documents needed, I'm asking that you provide the documents below so we can have a clean start to move forward. I apologize if you have previously sent the documents in, but if you could send them to me one more time, I think we can move this matter forward. If a document is not available or does not exist, please note that when you send the information to me. The notes in bold are additional information provided by Cenlar

HUD-CD for both sides****buyer and seller**

Buyers proof of funds****loan pre-approval for financing and or if a cash deal**

Uniform borrowers assistance form-****must be dated current date**

Hardship letter ****must be dated current date**

December 2020 to present bank statements for all accounts****what they have has either expired or will expire**

2020 Social security awards letter****if they do not have 2021 yet for both. If they have 2021, please send that as well.**

2020- to present profit and loss breakdown statement****this needs to be for the full year of 2020 to current**

2nd mortgage payoff statement ****if there are any**

Water/sewer current statement** **this must be a current statement from the County**

If you need clarification regarding any of the requests above, please let me know and I will reach out to my contact. I will forward the information I receive from you to Cenlar upon receipt.

Connie J. Vandergriff

Partner (Licensed in Texas)

Barrett Daffin Frappier Turner & Engel, LLP*

4004 Belt Line Road, Suite 100

Addison, Texas 75001

Main: (972) 386-5040

Direct: (972) 340-7921

EXHIBIT B

Fax: (972) 341-0734

ConnieVa@BDFGroup.com

*Part of the BDF Law Group

Barrett Daffin Frappier Turner & Engel, LLP (Texas/Georgia)

Barrett Daffin Frappier Treder & Weiss, LLP (California/Nevada/Arizona)

Barrett Frappier & Weisserman, LLP (Colorado)

PURSUANT TO THE FEDERAL FAIR DEBT COLLECTION PRACTICES ACT, BE ADVISED THAT THIS FIRM IS A DEBT COLLECTOR ATTEMPTING TO COLLECT A DEBT AND ANY INFORMATION WE OBTAIN WILL BE USED FOR THAT PURPOSE.

From: Asad Rahman <asadrahmanesq@gmail.com>

Sent: Wednesday, January 13, 2021 1:35 PM

To: Connie J. Vandergriff <ConnieVa@bdfgroup.com>

Subject: Re: [External Email] Re: mortgage matter

Connie. Thanks for the response. I believe all documents have been repeatedly shared. In fact Angela confirm to the prior buyers realtor that only one document was needed regarding a statement of situation. I'm getting frustrated because the target seems to continue to move on us.

Asad Rahman

On Jan 13, 2021, at 1:15 PM, Connie J. Vandergriff wrote:

Good afternoon,

In response to the email I sent to Cenlar asking what documents they needed, Cenlar advised that they didn't have the:

Financial Form – apparently they have one for 2019 that has expired.

HUD-CD

Buyer's Proof of Funds

MLS Sheet

Year to date profit and loss statement for 2020, not 2019

This information was for the offer that was pending before the new one you sent yesterday. I've asked for a list of documents they need in addition to the offer you send over yesterday.

Connie J. Vandergriff

Partner (Licensed in Texas)

Barrett Daffin Frappier Turner & Engel, LLP*

4004 Belt Line Road, Suite 100

Addison, Texas 75001

Main: (972) 386-5040

Direct: (972) 340-7921

Fax: (972) 341-0734

ConnieVa@BDFGroup.com

*Part of the BDF Law Group

Barrett Daffin Frappier Turner & Engel, LLP (Texas/Georgia)

Barrett Daffin Frappier Treder & Weiss, LLP
(California/Nevada/Arizona)

Barrett Frappier & Weisserman, LLP (Colorado)

EXHIBIT B

PURSUANT TO THE FEDERAL FAIR DEBT COLLECTION PRACTICES ACT, BE ADVISED THAT THIS FIRM IS A DEBT COLLECTOR ATTEMPTING TO COLLECT A DEBT AND ANY INFORMATION WE OBTAIN WILL BE USED FOR THAT PURPOSE.

From: Asad Rahman
Sent: Tuesday, January 12, 2021 3:49 PM
To: Connie J. Vandergriff
Subject: Re: [External Email] Re: mortgage matter

Connie: thanks for the response. We have forwarded a new offer received from a different buyer who has agreed to increase their offer to 1.2 million and they are not requiring any payment of realtor fees. I believe that's the best offer we can get and I hope you will encourage your client to accept it and allow the Rahmans to move on.

Asad Rahman

On Jan 11, 2021, at 3:10 PM, Connie J. Vandergriff wrote:

Hello,

I reached out to Ms. Rempfer. I will let you know what I find out.

Connie J. Vandergriff

Partner (Licensed in Texas)

Barrett Daffin Frappier Turner & Engel, LLP*

4004 Belt Line Road, Suite 100

Addison, Texas 75001

Main: (972) 386-5040

Direct: (972) 340-7921

Fax: (972) 341-0734

ConnieVa@BDFGroup.com

*Part of the BDF Law Group

Barrett Daffin Frappier Turner & Engel, LLP
(Texas/Georgia)

Barrett Daffin Frappier Treder & Weiss, LLP
(California/Nevada/Arizona)

Barrett Frappier & Weisserman, LLP (Colorado)

PURSUANT TO THE FEDERAL FAIR DEBT COLLECTION PRACTICES ACT, BE ADVISED THAT THIS FIRM IS A DEBT COLLECTOR ATTEMPTING TO COLLECT A DEBT AND ANY INFORMATION WE OBTAIN WILL BE USED FOR THAT PURPOSE.

From: Asad Rahman
Sent: Monday, January 04, 2021 7:58 PM
Cc: Connie J. Vandergriff
Subject: Re: [External Email] Re: mortgage matter

Connie: I hope you had a good new year's. I need to discuss the current situation. Mr. bender has been replaced by Ms. Rempfer. She has been communicating to the potential property buyer's realtor but refuses to talk to us. She keeps asking for the same set of forms that we have previously shared. We are concerned that continued delays only continue to increase the loan balance. Furthermore, after the house was appraised, Cenlar asked the buyers to increase their offer which they did but not to the loan

EXHIBIT B

balance amount. \$1.1 million is on the table and we think it is very reasonable. The Rahmans have been trying to sell for the better part of 2 years and have not received a single offer at the appraisal value. If you can advise Cenlar to help close this we would appreciate it.

On Wed, Dec 2, 2020 at 2:10 PM Asad Rahman
<asdrahmanesq@gmail.com> wrote:

Neil: Can you confirm if Ms. Ajdrea Rempfer is now handling this file?

On Thu, Nov 19, 2020 at 4:52 PM Asad Rahman
<asdrahmanesq@gmail.com> wrote:

Neil: I hope all is well. I understand that your appraiser came back at a valuation on the property of \$1.4 million. While we have no objections with discussions with the buyer's realtor, I'm told that it was communicated to the buyers that they need to increase their offer. We're concerned that this is going to make the Buyers pull out of the contract, and we'll all be back to square 1. The home was on the market for nearly 2 years and no offer has come close to the \$1.4 million appraisal. This was the best offer received and that was after the Rahmans put in several thousand dollars of painting and rehabilitation.

Please advise.

On Tue, Aug 25, 2020 at 5:19 PM Raufia Rahman
<raufia@gmail.com> wrote:

We are perfectly fine with you talking to any agent about our property at 6422 Turner Way Dallas TX 75252
Raufia Rahman

Sent from my iPhone

On Aug 25, 2020, at 5:01 PM, Asad Rahman
<asdrahmanesq@gmail.com> wrote:

Mom and Dad: Can you confirm that you are ok with Neil talking to any realtor and junior lien holder inquiring about the property for the next 90 days?

On Tue, Aug 25, 2020 at 4:57 PM Bender, Neil <nbender@cenlar.com> wrote:

Classification: **Confidential**

Mr. Rahman,

Please specify the term of the authorization, the person we are authorized to discuss with, and their contact information. The authorization needs to be signed by your parents as they are the homeowners.

Thank you,

Neil Bender

Liquidations Supervisor

425 Phillips Blvd Ewing, NJ 08618

PH: 609-883-3900 ext 3882

EXHIBIT B

nbender@cenlar.com

This message has been marked as **Confidential** by **Bender, Neil** on **Tuesday, August 25, 2020 5:57:35 PM**.

From: Asad Rahman
[mailto:asadrahmanesq@gmail.com]
Sent: Tuesday, August 25, 2020 5:55 PM
To: Bender, Neil
<nbender@Cenlar.com>
Cc: Connie J. Vandergriff
<ConnieVa@bdfgroup.com>
Subject: Re: [External Email] Re: mortgage matter

You are authorized.

On Tue, Aug 25, 2020 at 4:52 PM
Bender, Neil
<nbender@cenlar.com> wrote:

Classification: **Confidential**

Mr. Rahman,

I would need an authorization to speak to her.

Thank you,

Neil Bender

Liquidations Supervisor

425 Philips Blvd Ewing, NJ
08618

PH: 609-883-3900 ext 3882

nbender@cenlar.com

This message has been marked as **Confidential** by **Bender, Neil** on **Tuesday, August 25, 2020 5:52:19 PM**.

From: Asad Rahman
[mailto:asadrahmanesq@gmail.com]
Sent: Tuesday, August 25, 2020 5:48 PM
To: Bender, Neil
<nbender@Cenlar.com>
Cc: Connie J. Vandergriff
<ConnieVa@bdfgroup.com>
Subject: Re: [External Email] Re: mortgage matter

Neil: Thank you. The buyer's realtor may be reaching out to you. Her name is Stephanie Warren.

Asad Rahman

On Aug 25, 2020, at 4:37 PM, Bender, Neil
<nbender@cenlar.com>
wrote:

Thank you,

Neil Bender

Liquidations

EXHIBIT B

Supervisor

425 Phillips Blvd
Ewing, NJ 08618

PH: 609-883-3900 ext
3882

nbender@cenlar.com

NOTICE: The information contained in this message is intended for the addressee(s) only and may be confidential, proprietary, or legally privileged. If you have received this message in error or there are any problems with the transmission, please immediately notify us by return e-mail. The unauthorized use, disclosure, copying, or alteration of this message is strictly forbidden. The sender will not be liable for any damages arising from alteration of the contents of this message by a third-party or as a result of any virus being transmitted. This notice is automatically appended to each e-mail message transmitted from the sender's e-mail domain.

--

Asad Rahman

Attorney and Counselor at Law

This e-mail, and any attachments thereto, is intended for the use of the addressees and may contain legally privileged and/or confidential information. If you are not the intended recipient of this e-mail, you are hereby notified that any dissemination, distribution or copying of this e-mail, and any attachments thereto, is strictly prohibited. If you have received this e-mail in error, please notify me via return e-mail and via telephone at 214-384-6410 and permanently delete the original and any copy of any e-mail and any printout thereof or attachments thereto.

--

Asad Rahman

Attorney and Counselor at Law

This e-mail, and any attachments thereto, is intended for the use of the addressees and may contain legally privileged and/or confidential information. If you are not the intended recipient of this e-mail, you are hereby notified that any dissemination, distribution or copying of this e-mail, and any attachments thereto, is strictly prohibited. If you have received this e-mail in error, please notify me via return e-mail and via telephone at 214-384-6410 and permanently delete the original and any copy of any e-mail and any printout thereof or attachments thereto.

EXHIBIT B

--

Asad Rahman

Attorney and Counselor at Law

This e-mail, and any attachments thereto, is intended for the use of the addressees and may contain legally privileged and/or confidential information. If you are not the intended recipient of this e-mail, you are hereby notified that any dissemination, distribution or copying of this e-mail, and any attachments thereto, is strictly prohibited. If you have received this e-mail in error, please notify me via return e-mail and via telephone at 214-384-6410 and permanently delete the original and any copy of any e-mail and any printout thereof or attachments thereto.

--

Asad Rahman

Attorney and Counselor at Law

This e-mail, and any attachments thereto, is intended for the use of the addressees and may contain legally privileged and/or confidential information. If you are not the intended recipient of this e-mail, you are hereby notified that any dissemination, distribution or copying of this e-mail, and any attachments thereto, is strictly prohibited. If you have received this e-mail in error, please notify me via return e-mail and via telephone at 214-384-6410 and permanently delete the original and any copy of any e-mail and any printout thereof or attachments thereto.

--

Asad Rahman

Attorney and Counselor at Law

This e-mail, and any attachments thereto, is intended for the use of the addressees and may contain legally privileged and/or confidential information. If you are not the intended recipient of this e-mail, you are hereby notified that any dissemination, distribution or copying of this e-mail, and any attachments thereto, is strictly prohibited. If you have received this e-mail in error, please notify me via return e-mail and via telephone at 214-384-6410 and permanently delete the original and any copy of any e-mail and any printout thereof or attachments thereto.

Notice of Confidentiality

This e-mail message and attachments, if any, are intended solely for the use of the addressee hereof. In addition, this message and attachments, if any, may contain information that is confidential, privileged and exempt from disclosure under applicable law. If you are not the intended recipient of this message, you are prohibited from reading, disclosing, reproducing, distributing, disseminating, or otherwise using this transmission. Delivery of this message to any person other than the intended recipient is not intended to waive any right or privilege. If you have received this message in error, please promptly notify the sender by e-mail and immediately delete this message from your system.

Notice of Confidentiality

This e-mail message and attachments, if any, are intended solely for the use of the addressee hereof. In addition, this message and attachments, if any, may contain information that is confidential, privileged and exempt from disclosure under applicable law. If you are not the intended recipient of this message, you are prohibited from reading, disclosing, reproducing, distributing, disseminating, or otherwise using this transmission. Delivery of this message to any person other than the

EXHIBIT B

intended recipient is not intended to waive any right or privilege. If you have received this message in error, please promptly notify the sender by e-mail and immediately delete this message from your system.

Notice of Confidentiality

This e-mail message and attachments, if any, are intended solely for the use of the addressee hereof. In addition, this message and attachments, if any, may contain information that is confidential, privileged and exempt from disclosure under applicable law. If you are not the intended recipient of this message, you are prohibited from reading, disclosing, reproducing, distributing, disseminating, or otherwise using this transmission. Delivery of this message to any person other than the intended recipient is not intended to waive any right or privilege. If you have received this message in error, please promptly notify the sender by e-mail and immediately delete this message from your system.

--

Asad Rahman

Attorney and Counselor at Law

This e-mail, and any attachments thereto, is intended for the use of the addressees and may contain legally privileged and/or confidential information. If you are not the intended recipient of this e-mail, you are hereby notified that any dissemination, distribution or copying of this e-mail, and any attachments thereto, is strictly prohibited. If you have received this e-mail in error, please notify me via return e-mail and via telephone at 214-384-6410 and permanently delete the original and any copy of any e-mail and any printout thereof or attachments thereto.

Notice of Confidentiality

This e-mail message and attachments, if any, are intended solely for the use of the addressee hereof. In addition, this message and attachments, if any, may contain information that is confidential, privileged and exempt from disclosure under applicable law. If you are not the intended recipient of this message, you are prohibited from reading, disclosing, reproducing, distributing, disseminating, or otherwise using this transmission. Delivery of this message to any person other than the intended recipient is not intended to waive any right or privilege. If you have received this message in error, please promptly notify the sender by e-mail and immediately delete this message from your system.

--

Asad Rahman

Attorney and Counselor at Law

This e-mail, and any attachments thereto, is intended for the use of the addressees and may contain legally privileged and/or confidential information. If you are not the intended recipient of this e-mail, you are hereby notified that any dissemination, distribution or copying of this e-mail, and any attachments thereto, is strictly prohibited. If you have received this e-mail in error, please notify me via return e-mail and via telephone at 214-384-6410 and permanently delete the original and any copy of any e-mail and any printout thereof or attachments thereto.

--

Asad Rahman

Attorney and Counselor at Law

This e-mail, and any attachments thereto, is intended for the use of the addressees and may contain legally privileged and/or confidential information. If you are not the intended recipient of this e-mail, you are hereby notified that any dissemination, distribution or copying of this e-mail, and any attachments thereto, is strictly prohibited. If you have received this e-mail in error, please notify me via return e-mail and via telephone at 214-384-6410 and permanently delete the original and any copy of any e-mail and any printout thereof or attachments thereto.

Notice of Confidentiality

This e-mail message and attachments, if any, are intended solely for the use of the addressee hereof. In addition, this message and attachments, if any, may contain

EXHIBIT B

information that is confidential, privileged and exempt from disclosure under applicable law. If you are not the intended recipient of this message, you are prohibited from reading, disclosing, reproducing, distributing, disseminating, or otherwise using this transmission. Delivery of this message to any person other than the intended recipient is not intended to waive any right or privilege. If you have received this message in error, please promptly notify the sender by e-mail and immediately delete this message from your system.

--

Asad Rahman

Attorney and Counselor at Law

This e-mail, and any attachments thereto, is intended for the use of the addressees and may contain legally privileged and/or confidential information. If you are not the intended recipient of this e-mail, you are hereby notified that any dissemination, distribution or copying of this e-mail, and any attachments thereto, is strictly prohibited. If you have received this e-mail in error, please notify me via return e-mail and via telephone at 214-384-6410 and permanently delete the original and any copy of any e-mail and any printout thereof or attachments thereto.

Notice of Confidentiality

This e-mail message and attachments, if any, are intended solely for the use of the addressee hereof. In addition, this message and attachments, if any, may contain information that is confidential, privileged and exempt from disclosure under applicable law. If you are not the intended recipient of this message, you are prohibited from reading, disclosing, reproducing, distributing, disseminating, or otherwise using this transmission. Delivery of this message to any person other than the intended recipient is not intended to waive any right or privilege. If you have received this message in error, please promptly notify the sender by e-mail and immediately delete this message from your system.

--

Asad Rahman

Attorney and Counselor at Law

This e-mail, and any attachments thereto, is intended for the use of the addressees and may contain legally privileged and/or confidential information. If you are not the intended recipient of this e-mail, you are hereby notified that any dissemination, distribution or copying of this e-mail, and any attachments thereto, is strictly prohibited. If you have received this e-mail in error, please notify me via return e-mail and via telephone at 214-384-6410 and permanently delete the original and any copy of any e-mail and any printout thereof or attachments thereto.

--

Asad Rahman

Attorney and Counselor at Law

This e-mail, and any attachments thereto, is intended for the use of the addressees and may contain legally privileged and/or confidential information. If you are not the intended recipient of this e-mail, you are hereby notified that any dissemination, distribution or copying of this e-mail, and any attachments thereto, is strictly prohibited. If you have received this e-mail in error, please notify me via return e-mail and via telephone at 214-384-6410 and permanently delete the original and any copy of any e-mail and any printout thereof or attachments thereto.

Notice of Confidentiality

This e-mail message and attachments, if any, are intended solely for the use of the addressee hereof. In addition, this message and attachments, if any, may contain information that is confidential, privileged and exempt from disclosure under applicable law. If you are not the intended recipient of this message, you are prohibited from reading, disclosing, reproducing, distributing, disseminating, or otherwise using this transmission. Delivery of this message to any person other than the intended recipient is not intended to waive any right or privilege. If you have received this message in error, please promptly notify the sender by e-mail and immediately delete this message from your system.

--

Asad Rahman

EXHIBIT B

Attorney and Counselor at Law

This e-mail, and any attachments thereto, is intended for the use of the addressees and may contain legally privileged and/or confidential information. If you are not the intended recipient of this e-mail, you are hereby notified that any dissemination, distribution or copying of this e-mail, and any attachments thereto, is strictly prohibited. If you have received this e-mail in error, please notify me via return e-mail and via telephone at 214-384-6410 and permanently delete the original and any copy of any e-mail and any printout thereof or attachments thereto.

Notice of Confidentiality

This e-mail message and attachments, if any, are intended solely for the use of the addressee hereof. In addition, this message and attachments, if any, may contain information that is confidential, privileged and exempt from disclosure under applicable law. If you are not the intended recipient of this message, you are prohibited from reading, disclosing, reproducing, distributing, disseminating, or otherwise using this transmission. Delivery of this message to any person other than the intended recipient is not intended to waive any right or privilege. If you have received this message in error, please promptly notify the sender by e-mail and immediately delete this message from your system.

Notice of Confidentiality

This e-mail message and attachments, if any, are intended solely for the use of the addressee hereof. In addition, this message and attachments, if any, may contain information that is confidential, privileged and exempt from disclosure under applicable law. If you are not the intended recipient of this message, you are prohibited from reading, disclosing, reproducing, distributing, disseminating, or otherwise using this transmission. Delivery of this message to any person other than the intended recipient is not intended to waive any right or privilege. If you have received this message in error, please promptly notify the sender by e-mail and immediately delete this message from your system.

--

Asad Rahman

Attorney and Counselor at Law

This e-mail, and any attachments thereto, is intended for the use of the addressees and may contain legally privileged and/or confidential information. If you are not the intended recipient of this e-mail, you are hereby notified that any dissemination, distribution or copying of this e-mail, and any attachments thereto, is strictly prohibited. If you have received this e-mail in error, please notify me via return e-mail and via telephone at 214-384-6410 and permanently delete the original and any copy of any e-mail and any printout thereof or attachments thereto.

Notice of Confidentiality

This e-mail message and attachments, if any, are intended solely for the use of the addressee hereof. In addition, this message and attachments, if any, may contain information that is confidential, privileged and exempt from disclosure under applicable law. If you are not the intended recipient of this message, you are prohibited from reading, disclosing, reproducing, distributing, disseminating, or otherwise using this transmission. Delivery of this message to any person other than the intended recipient is not intended to waive any right or privilege. If you have received this message in error, please promptly notify the sender by e-mail and immediately delete this message from your system.

Notice of Confidentiality

This e-mail message and attachments, if any, are intended solely for the use of the addressee hereof. In addition, this message and attachments, if any, may contain information that is confidential, privileged and exempt from disclosure under applicable law. If you are not the intended recipient of this message, you are prohibited from reading, disclosing, reproducing, distributing, disseminating, or otherwise using this transmission. Delivery of this message to any person other than the intended recipient is not intended to waive any right or privilege. If you have received this message in error, please promptly notify the sender by e-mail and immediately delete this message from your system.

--

Asad Rahman

Attorney and Counselor at Law

This e-mail, and any attachments thereto, is intended for the use of the addressees and may contain legally privileged and/or confidential information. If you are not the intended recipient of this e-mail, you are hereby notified that any dissemination, distribution or copying of this e-mail, and any attachments thereto, is strictly prohibited. If you have received this e-mail in error, please notify me via return e-mail and via telephone at 214-384-6410 and permanently delete the original and any copy of any e-mail and any printout thereof or attachments thereto.

--

Asad Rahman

Attorney and Counselor at Law

EXHIBIT B

This e-mail, and any attachments thereto, is intended for the use of the addressees and may contain legally privileged and/or confidential information. If you are not the intended recipient of this e-mail, you are hereby notified that any dissemination, distribution or copying of this e-mail, and any attachments thereto, is strictly prohibited. If you have received this e-mail in error, please notify me via return e-mail and via telephone at 214-384-6410 and permanently delete the original and any copy of any e-mail and any printout thereof or attachments thereto.

--

Asad Rahman
Attorney and Counselor at Law

This e-mail, and any attachments thereto, is intended for the use of the addressees and may contain legally privileged and/or confidential information. If you are not the intended recipient of this e-mail, you are hereby notified that any dissemination, distribution or copying of this e-mail, and any attachments thereto, is strictly prohibited. If you have received this e-mail in error, please notify me via return e-mail and via telephone at 214-384-6410 and permanently delete the original and any copy of any e-mail and any printout thereof or attachments thereto.

EXHIBIT C

From: [Asad Rahman](#)
To: [Cole Davis](#)
Subject: Fwd: Additional Documents Request
Date: Wednesday, September 29, 2021 5:47:18 PM

Here the bank countered another offer at FMV which was much higher than the payoff due on the mortgage. After waiting 4 months the buyers walked.

Asad Rahman

Begin forwarded message:

From: Asad Rahman <asdrahmanesq@gmail.com>
Date: April 27, 2021 at 3:17:42 PM CDT
To: "Connie J. Vandergriff" <ConnieVa@bdfgroup.com>
Subject: Re: Additional Documents Request

Thanks. I apologize if my tone was offensive in any way. I understand they have their policies but I hope you can also understand our position as well. I also do ask that you counsel and urge them to be a little more reasonable. As far as I know you had the documents you needed in March, and they had an appraisal from December. If their standard operating procedures are to offer that then they should have done that weeks ago. Their delays keep adding to our balance. They won't allow us to even make payments to offset either.

On Tue, Apr 27, 2021 at 2:59 PM Connie J. Vandergriff <ConnieVa@bdfgroup.com> wrote:

Sure – see attached.

From: Asad Rahman <asdrahmanesq@gmail.com>
Sent: Tuesday, April 27, 2021 1:17 PM
To: Connie J. Vandergriff <ConnieVa@bdfgroup.com>
Subject: Re: Additional Documents Request

Can we get a copy of the appraisal please?

On Mon, Apr 26, 2021 at 3:18 PM Connie J. Vandergriff <ConnieVa@bdfgroup.com> wrote:

I assumed you would send it to the buyers since we have not had any communication with them.

EXHIBIT C

From: Asad Rahman <asadrahmanesq@gmail.com>
Sent: Monday, April 26, 2021 3:16 PM
To: Connie J. Vandergriff <ConnieVa@bdfgroup.com>
Subject: Re: Additional Documents Request

Connie: Are we supposed to convey this to the buyers or will you?

Asad Rahman

On Apr 26, 2021, at 3:07 PM, Connie J. Vandergriff
<ConnieVa@bdfgroup.com> wrote:

Asad,

Cenlar completed its review and asked me to reach out to you to let you know it is countering with a purchase price of \$1,500,000.00. This offer is good through 4/30/2021. If this offer is accepted, a contract addendum for the increased price must be provided and Cenlar needs a revised HUD-CD reflecting the following:

Purchase Price: \$1,500,000.00

2nd Mortgage to Key Bank, maximum allowed for them to take out of the \$1,500,000 is \$2,134.43, this is based off the unpaid principal balance of the total payoff due.

Doc Prep Fee: Remove

Home Warranty: Remove

Option Fee: Remove

If you accept the purchase price and Key Bank agrees to accept the amount above in satisfaction of its debt (Cenlar will need pre-approval from Key Bank), the matter will have to be reviewed for a final decision regarding acceptance or denial of the short-sale.

Thank you.

EXHIBIT C

Connie J. Vandergriff

Partner (Licensed in Texas)

Barrett Daffin Frappier Turner & Engel, LLP*

4004 Belt Line Road, Suite 100

Addison, Texas 75001

Main: (972) 386-5040

Direct: (972) 340-7921

Fax: (972) 341-0734

ConnieVa@BDFGroup.com

*Part of the BDF Law Group

Barrett Daffin Frappier Turner & Engel, LLP (Texas/Georgia)

Barrett Daffin Frappier Treder & Weiss, LLP (California/Nevada/Arizona)

Barrett Frappier & Weisserman, LLP (Colorado)

PURSUANT TO THE FEDERAL FAIR DEBT COLLECTION PRACTICES ACT, BE ADVISED THAT THIS FIRM IS A DEBT COLLECTOR ATTEMPTING TO COLLECT A DEBT AND ANY INFORMATION WE OBTAIN WILL BE USED FOR THAT PURPOSE.

From: Asad Rahman <asdrahmanesq@gmail.com>

Sent: Monday, April 26, 2021 10:36 AM

To: Connie J. Vandergriff <ConnieVa@bdfgroup.com>

Subject: Re: Additional Documents Request

Connie: we really need an update. Honestly Dad's health is not what it was and the longer this draws out the more it is impacting him. He is a heart patient.

The buyers are pressuring us repeatedly as well.

Asad Rahman

On Apr 26, 2021, at 9:49 AM, Connie J. Vandergriff wrote:

EXHIBIT C

Great – thank you.

From: Asad Rahman
Sent: Monday, April 26, 2021 9:46 AM
To: Connie J. Vandergriff
Subject: Re: Additional Documents Request

Yes they came out on Wednesday and did the appraisal.

Asad Rahman

On Apr 26, 2021, at 9:42 AM, Connie J. Vandergriff
<ConnieVa@bdfgroup.com> wrote:

Morning!

Did you get a call from a vendor last week scheduling the appraisal?

Thanks.

CJ

From: Connie J. Vandergriff
Sent: Tuesday, April 20, 2021 1:27 PM
To: 'Asad Rahman'
<asadrahmanesq@gmail.com>
Cc: Hailey Floyd
<hailey.floyd@ifrlaw.com>; Mom
<raufia@gmail.com>
Subject: RE: Additional Documents Request

The appraisal is the only issue outstanding in order for them to complete the review. To my knowledge, they won't make any decisions until they have everything they need. I will

EXHIBIT C

follow-up and let my contact know that you have not received a call regarding the appraisal.

From: Asad Rahman
Sent: Tuesday, April 20, 2021 1:24 PM
To: Connie J. Vandergriff
Cc: Hailey Floyd ; Mom
Subject: Re: Additional Documents Request

Not that I am aware of. Can you confirm though if the Key Bank lien is the only issue outstanding?

On Tue, Apr 20, 2021 at 1:21 PM
Connie J. Vandergriff
<ConnieVa@bdfgroup.com> wrote:

The review is ongoing. Have they contacted you about the appraisal?

From: Asad Rahman
<asdrahmanesq@gmail.com>
Sent: Tuesday, April 20, 2021 1:19 PM
To: Hailey Floyd
<hailey.floyd@ifrlaw.com>
Cc: Connie J. Vandergriff
<ConnieVa@bdfgroup.com>; Mom
<raufia@gmail.com>
Subject: Re: Additional Documents Request

Connie. Asking again if the only issue is Key Bank payoff?

Asad Rahman

On Apr 20, 2021, at 1:13 PM, Hailey Floyd
<hailey.floyd@ifrlaw.com>
wrote:

Can I get an update please, buyers are asking me.

EXHIBIT C

Thanks,

Hailey Floyd

Escrow Officer

Law offices of Jerald M.
Rasansky, PLLC

5496 La Sierra Drive

Dallas, TX 75231

Direct-214-389-4804

Fax-972-233- 2097

WARNING!WIRE FRAUD ADVISORY

Wire fraud and email
hacking/phishing
attacks are on the rise!

- If you receive an email containing Wire Transfer Instructions, **DO NOT RESPOND TO THE EMAIL!**
- Call your escrow officer/closer immediately, using previously known phone number and **NOT** a number provided in the email, to verify the info prior to sending funds.
- Lawyers Title **does not** alter its wiring instructions.
- If you receive new wiring instructions, please notify me immediately.

EXHIBIT C

From: Hailey Floyd
Sent: Friday, April 16,
2021 2:10 PM
To: Asad Rahman
<asdrahmanesq@gmail.com>;
Connie J. Vandergriff
<ConnieVa@bdfgroup.com>
Cc: Mom
<raufia@gmail.com>
Subject: RE: Additional
Documents Request

Asad,

Has Cenlar done their appraisal? Also, buyers lender has scheduled their appraisal for Thursday at 10am. Will someone be there to let the appraiser in?

Thanks,

Hailey Floyd

Escrow Officer

Law offices of Jerald M.
Rasansky, PLLC

5496 La Sierra Drive

Dallas, TX 75231

Direct-214-389-4804

Fax-972-233- 2097

**WARNING! WIRE
FRAUD ADVISORY**

Wire fraud and email
hacking/phishing
attacks are on the rise!

- If you receive an email containing Wire Transfer Instructions, **DO**

EXHIBIT C

NOT RESPOND TO THE EMAIL!

- Call your escrow officer/closer immediately, using previously known phone number and **NOT** a number provided in the email, to verify the info prior to sending funds.
- Lawyers Title **does not** alter its wiring instructions.
- If you receive new wiring instructions, please notify me immediately.

From: Asad Rahman
[<mailto:asadrahmanesq@gmail.com>]
Sent: Wednesday, April 14, 2021 5:18 PM
To: Connie J. Vandergriff
<ConnieVa@bdfgroup.com>
Cc: Hailey Floyd
<hailey.floyd@ifrlaw.com>;
Mom
<raufia@gmail.com>
Subject: Re: Additional Documents Request

No one from Cenlar or Citi has called for another appraisal. The lien release shared today was for the actual pool company. We're working on negotiating a payoff with Key. If that is paid off, Connie, would Citi approve this short sale?

On Wed, Apr 14, 2021 at

EXHIBIT C

5:12 PM Connie J.
Vandergriff
<ConnieVa@bdfgroup.com>
wrote:

I may be confused, so I want to make sure I'm clear on what we received. Are the pool and Key Bank liens two separate liens or did you pay the Key Bank loan off and the waiver is the release for the Key Bank lien? Sorry, I just want to make sure I understand what was received.

Do either of you know if the appraisal occurred last week or earlier this week?

Thank you.

From: Asad Rahman
<asdrahmanesq@gmail.com>
Sent: Wednesday,
April 14, 2021 2:20
PM
To: Hailey Floyd
<hailey.floyd@ifrlaw.com>
Cc: Connie J.
Vandergriff
<ConnieVa@bdfgroup.com>;
Mom
<raufia@gmail.com>
Subject: Re:
Additional Documents
Request

Also here is the lien release from the Pool company itself.

Notice of
Confidentiality

EXHIBIT C

This e-mail message and attachments, if any, are intended solely for the use of the addressee hereof. In addition, this message and attachments, if any, may contain information that is confidential, privileged and exempt from disclosure under applicable law. If you are not the intended recipient of this message, you are prohibited from reading, disclosing, reproducing, distributing, disseminating, or otherwise using this transmission. Delivery of this message to any person other than the intended recipient is not intended to waive any right or privilege. If you have received this message in error, please promptly notify the sender by e-mail and immediately delete this message from your system.

--

Asad Rahman

Attorney and Counselor
at Law

This e-mail, and any attachments thereto, is intended for the use of the addressees and may contain legally privileged and/or confidential

EXHIBIT C

information. If you are not the intended recipient of this e-mail, you are hereby notified that any dissemination, distribution or copying of this e-mail, and any attachments thereto, is strictly prohibited. If you have received this e-mail in error, please notify me via return e-mail and via telephone at 214-384-6410 and permanently delete the original and any copy of any e-mail and any printout thereof or attachments thereto.

Notice of Confidentiality

This e-mail message and attachments, if any, are intended solely for the use of the addressee hereof. In addition, this message and attachments, if any, may contain information that is confidential, privileged and exempt from disclosure under applicable law. If you are not the intended recipient of this message, you are prohibited from reading, disclosing, reproducing, distributing, disseminating, or otherwise using this transmission. Delivery of this message to any person other than the intended recipient is not intended to waive any right or privilege. If you have received this message in error, please promptly notify the sender by e-mail and immediately delete this message from your system.

--

Asad Rahman

Attorney and Counselor at Law

This e-mail, and any attachments thereto, is intended for the use of the addressees and may contain legally privileged and/or confidential information. If you are not the intended recipient of this e-mail, you are hereby notified that any

EXHIBIT C

dissemination, distribution or copying of this e-mail, and any attachments thereto, is strictly prohibited. If you have received this e-mail in error, please notify me via return e-mail and via telephone at 214-384-6410 and permanently delete the original and any copy of any e-mail and any printout thereof or attachments thereto.

Notice of Confidentiality

This e-mail message and attachments, if any, are intended solely for the use of the addressee hereof. In addition, this message and attachments, if any, may contain information that is confidential, privileged and exempt from disclosure under applicable law. If you are not the intended recipient of this message, you are prohibited from reading, disclosing, reproducing, distributing, disseminating, or otherwise using this transmission. Delivery of this message to any person other than the intended recipient is not intended to waive any right or privilege. If you have received this message in error, please promptly notify the sender by e-mail and immediately delete this message from your system.

Notice of Confidentiality

This e-mail message and attachments, if any, are intended solely for the use of the addressee hereof. In addition, this message and attachments, if any, may contain information that is confidential, privileged and exempt from disclosure under applicable law. If you are not the intended recipient of this message, you are prohibited from reading, disclosing, reproducing, distributing, disseminating, or otherwise using this transmission. Delivery of this message to any person other than the intended recipient is not intended to waive any right or privilege. If you have received this message in error, please promptly notify the sender by e-mail and immediately delete this message from your system.

Notice of Confidentiality

This e-mail message and attachments, if any, are intended solely

EXHIBIT C

for the use of the addressee hereof. In addition, this message and attachments, if any, may contain information that is confidential, privileged and exempt from disclosure under applicable law. If you are not the intended recipient of this message, you are prohibited from reading, disclosing, reproducing, distributing, disseminating, or otherwise using this transmission. Delivery of this message to any person other than the intended recipient is not intended to waive any right or privilege. If you have received this message in error, please promptly notify the sender by e-mail and immediately delete this message from your system.

Notice of Confidentiality

This e-mail message and attachments, if any, are intended solely for the use of the addressee hereof. In addition, this message and attachments, if any, may contain information that is confidential, privileged and exempt from disclosure under applicable law. If you are not the intended recipient of this message, you are prohibited from reading, disclosing, reproducing, distributing, disseminating, or otherwise using this transmission. Delivery of this message to any person other than the intended recipient is not intended to waive any right or privilege. If you have received this message in error, please promptly notify the sender by e-mail and immediately delete this message from your system.

--

Asad Rahman

Attorney and Counselor at Law

This e-mail, and any attachments thereto, is intended for the use of the addressees and may contain legally privileged and/or confidential information. If you are not the intended recipient of this e-mail, you are hereby notified that any dissemination, distribution or copying of this e-mail, and any attachments thereto, is strictly prohibited. If you have received this e-mail in error, please notify me via return e-mail and via telephone at 214-384-6410 and permanently delete the original and any copy of any e-mail and any printout thereof or attachments thereto.

Notice of Confidentiality

This e-mail message and attachments, if any, are intended solely for the use of the addressee hereof. In addition, this message and attachments, if any, may contain information that is confidential, privileged and exempt from disclosure under applicable law. If you are not the intended recipient of this message, you are prohibited from reading, disclosing, reproducing, distributing, disseminating, or otherwise using this transmission. Delivery of this message to any person other than the intended recipient is not intended to waive any right

EXHIBIT C

or privilege. If you have received this message in error, please promptly notify the sender by e-mail and immediately delete this message from your system.

--

Asad Rahman
Attorney and Counselor at Law

This e-mail, and any attachments thereto, is intended for the use of the addressees and may contain legally privileged and/or confidential information. If you are not the intended recipient of this e-mail, you are hereby notified that any dissemination, distribution or copying of this e-mail, and any attachments thereto, is strictly prohibited. If you have received this e-mail in error, please notify me via return e-mail and via telephone at 214-384-6410 and permanently delete the original and any copy of any e-mail and any printout thereof or attachments thereto.

EXHIBIT D

From: [Asad Rahman](#)
To: [Cole Davis](#)
Subject: Fwd: 6422 Turner Way- Rule 11
Date: Wednesday, September 29, 2021 5:45:04 PM

Asad Rahman

Begin forwarded message:

From: Asad Rahman <asadrahmanesq@gmail.com>
Date: May 17, 2021 at 12:45:56 PM CDT
To: "Connie J. Vandergriff" <ConnieVa@bdfgroup.com>
Subject: Re: 6422 Turner Way- Rule 11

Connie: We aren't offering less than the payoff. The amount is higher than the last payoff you gave me.

On Mon, May 17, 2021 at 12:43 PM Connie J. Vandergriff
<ConnieVa@bdfgroup.com> wrote:

Hi Asad,

I received a response from the loss mitigation department and since you are offering less than the total amount due, it has to go through a review process for approval. My client needs the below documents and an updated version of the attached document to open the formal review:

2020 taxes

4506t form must have 2020 added

February to present bank statement for ALL accounts Hardship letter expired
Buyers proof of funds HUD-CD for BOTH sides Contract of sale MUST be faxed in as well

2021 profit and loss year to date

2021 Social security for RAUFIA RAHMAN

AM200 expired**attached

EXHIBIT D

I haven't received the payoff I requested, but it shows in progress. I'll send it to you as soon as I have it.

Connie J. Vandergriff

Partner (Licensed in Texas)

Barrett Daffin Frappier Turner & Engel, LLP*

4004 Belt Line Road, Suite 100

Addison, Texas 75001

Main: (972) 386-5040

Direct: (972) 340-7921

Fax: (972) 341-0734

ConnieVa@BDFGroup.com

*Part of the BDF Law Group

Barrett Daffin Frappier Turner & Engel, LLP (Texas/Georgia)

Barrett Daffin Frappier Treder & Weiss, LLP (California/Nevada/Arizona)

Barrett Frappier & Weisserman, LLP (Colorado)



PURSUANT TO THE FEDERAL FAIR DEBT COLLECTION PRACTICES ACT, BE ADVISED THAT THIS FIRM IS A DEBT COLLECTOR ATTEMPTING TO COLLECT A DEBT AND ANY INFORMATION WE OBTAIN WILL BE USED FOR THAT PURPOSE.

EXHIBIT D

From: Asad Rahman <asdrahmanesq@gmail.com>
Sent: Friday, May 14, 2021 11:27 AM
To: Connie J. Vandergriff <ConnieVa@bdfgroup.com>
Subject: Re: 6422 Turner Way- Rule 11

Thanks so much. I appreciate it.

On Fri, May 14, 2021 at 10:56 AM Connie J. Vandergriff
<ConnieVa@bdfgroup.com> wrote:

Good morning,

I wanted to give you an update on the offer you made. I sent it to my contact in the foreclosure matter and was advised that the offer had to go through the loss mitigation department for review since the payoff will be less than the total amount due. I sent it to my contacts in that department and am waiting on a response. In the meantime, I requested a new payoff good through June 11 (a couple of days after the scheduled closing). I will forward it to you as soon as I have it.

Have a good weekend.

Connie

From: Asad Rahman <asdrahmanesq@gmail.com>
Sent: Tuesday, May 11, 2021 11:02 AM
To: Connie J. Vandergriff <ConnieVa@bdfgroup.com>
Subject: Re: 6422 Turner Way- Rule 11

I really appreciate it. I would appreciate you pushing them to accept that. They are taking a lot out of pocket to get this closed asap.

On Tue, May 11, 2021 at 10:15 AM Connie J. Vandergriff
<ConnieVa@bdfgroup.com> wrote:

I'll send the offer to my client.

From: Asad Rahman <asdrahmanesq@gmail.com>
Sent: Monday, May 10, 2021 5:17 PM

EXHIBIT D

To: Connie J. Vandergriff <ConnieVa@bdfgroup.com>

Subject: 6422 Turner Way- Rule 11

Connie: As I mentioned, we are optimistic this new buyer will be able to close within 30 days. Attached is the updated agreement which is higher than the payoff price. We are asking if Citi/Cenlar can agree to a payoff lock until the closing date so that any excess funds can be used to pay closing costs and the buyer's realtor fees. We are paying 2% of her fee. We are also paying off the Key Bank loan.

We ask for this because Citi has locked the account and is not allowing us to defray the increasing interest and penalties. We also can agree that if it does not close within 30 days then the amount that would have accrued can be added to the balance. This is our best shot to bring closure to this and to get Citi fully compensated.

Please let us know.

--

Asad Rahman

Attorney and Counselor at Law

This e-mail, and any attachments thereto, is intended for the use of the addressees and may contain legally privileged and/or confidential information. If you are not the intended recipient of this e-mail, you are hereby notified that any dissemination, distribution or copying of this e-mail, and any attachments thereto, is strictly prohibited. If you have received this e-mail in error, please notify me via return e-mail and via telephone at 214-384-6410 and permanently delete the original and any copy of any e-mail and any printout thereof or attachments thereto.

Notice of Confidentiality

This e-mail message and attachments, if any, are intended solely for the use of the addressee hereof. In addition, this message and attachments, if any, may contain information that is confidential, privileged and exempt from disclosure under applicable law. If you are not the intended recipient of this message, you are prohibited from reading, disclosing, reproducing, distributing, disseminating, or otherwise using this transmission. Delivery of this message to any person other than the intended recipient is not intended to waive any right or privilege. If you have received this message in error, please promptly notify the sender by e-mail and immediately delete this message from your system.

--

Asad Rahman

EXHIBIT D

Attorney and Counselor at Law

This e-mail, and any attachments thereto, is intended for the use of the addressees and may contain legally privileged and/or confidential information. If you are not the intended recipient of this e-mail, you are hereby notified that any dissemination, distribution or copying of this e-mail, and any attachments thereto, is strictly prohibited. If you have received this e-mail in error, please notify me via return e-mail and via telephone at 214-384-6410 and permanently delete the original and any copy of any e-mail and any printout thereof or attachments thereto.

Notice of Confidentiality

This e-mail message and attachments, if any, are intended solely for the use of the addressee hereof. In addition, this message and attachments, if any, may contain information that is confidential, privileged and exempt from disclosure under applicable law. If you are not the intended recipient of this message, you are prohibited from reading, disclosing, reproducing, distributing, disseminating, or otherwise using this transmission. Delivery of this message to any person other than the intended recipient is not intended to waive any right or privilege. If you have received this message in error, please promptly notify the sender by e-mail and immediately delete this message from your system.

--

Asad Rahman

Attorney and Counselor at Law

This e-mail, and any attachments thereto, is intended for the use of the addressees and may contain legally privileged and/or confidential information. If you are not the intended recipient of this e-mail, you are hereby notified that any dissemination, distribution or copying of this e-mail, and any attachments thereto, is strictly prohibited. If you have received this e-mail in error, please notify me via return e-mail and via telephone at 214-384-6410 and permanently delete the original and any copy of any e-mail and any printout thereof or attachments thereto.

Notice of Confidentiality

This e-mail message and attachments, if any, are intended solely for the use of the addressee hereof. In addition, this message and attachments, if any, may contain information that is confidential, privileged and exempt from disclosure under applicable law. If you are not the intended recipient of this message, you are prohibited from reading, disclosing, reproducing, distributing, disseminating, or otherwise using this transmission. Delivery of this message to any person other than the intended recipient is not intended to waive any right or privilege. If you have received this message in error, please promptly notify the sender by e-mail and immediately delete this message from your system.

EXHIBIT D

--

Asad Rahman
Attorney and Counselor at Law

This e-mail, and any attachments thereto, is intended for the use of the addressees and may contain legally privileged and/or confidential information. If you are not the intended recipient of this e-mail, you are hereby notified that any dissemination, distribution or copying of this e-mail, and any attachments thereto, is strictly prohibited. If you have received this e-mail in error, please notify me via return e-mail and via telephone at 214-384-6410 and permanently delete the original and any copy of any e-mail and any printout thereof or attachments thereto.

EXHIBIT E

From: [Asad Rahman](#)
To: [Cole Davis](#)
Subject: Fwd: Purchase & Sale Agreement - 6422 Turner Valley
Date: Wednesday, September 29, 2021 5:33:24 PM

See below.

I can walk you through the timeline

Asad Rahman

Begin forwarded message:

From: Asad Rahman <asadrahmanesq@gmail.com>
Date: July 5, 2021 at 12:31:56 PM CDT
To: "Connie J. Vandergriff" <ConnieVa@bdfgroup.com>
Subject: Re: Purchase & Sale Agreement - 6422 Turner Valley

I understand. I just want to get a sense of your timeline.

Asad Rahman

On Jul 5, 2021, at 12:11 PM, Connie J. Vandergriff
<ConnieVa@bdfgroup.com> wrote:

We can talk, but none of the procedures or requirements for my client have changed.

From: Asad Rahman <asadrahmanesq@gmail.com>
Sent: Monday, July 05, 2021 12:09 PM
To: Connie J. Vandergriff <ConnieVa@bdfgroup.com>
Subject: Re: Purchase & Sale Agreement - 6422 Turner Valley

Connie: Can we touch base this week? We have two investor offers on the table and one traditional realtor is willing to list and market the property. Allow us to start making payments on the loan again and we can try to sell. That will ultimately result in more for the Bank.

Asad Rahman

EXHIBIT E

On Jul 5, 2021, at 12:03 PM, Connie J. Vandergriff
<ConnieVa@bdfgroup.com> wrote:

Hi,

I hope you had a nice holiday weekend. I need to get my Motion to Lift the Abatement on file this week. I will send you notice, but since you haven't made an appearance in the case, I need to notice your parents as well. Please let me know if that is going to be a problem.

Thank you.

Connie J. Vandergriff
Partner (Licensed in Texas)
Barrett Daffin Frappier Turner & Engel, LLP*
4004 Belt Line Road, Suite 100
Addison, Texas 75001
Main: (972) 386-5040
Direct: (972) 340-7921
Fax: (972) 341-0734
ConnieVa@BDFGroup.com

*Part of the BDF Law Group
Barrett Daffin Frappier Turner & Engel, LLP (Texas/Georgia)
Barrett Daffin Frappier Treder & Weiss, LLP
(California/Nevada/Arizona)
Barrett Frappier & Weisserman, LLP (Colorado)

<image001.jpg>

PURSUANT TO THE FEDERAL FAIR DEBT COLLECTION PRACTICES ACT, BE ADVISED THAT THIS FIRM IS A DEBT COLLECTOR ATTEMPTING TO COLLECT A DEBT AND ANY INFORMATION WE OBTAIN WILL BE USED FOR THAT PURPOSE.

From: Connie J. Vandergriff
Sent: Thursday, June 24, 2021 3:03 PM
To: 'Asad Rahman' <asdrahmanesq@gmail.com>
Subject: RE: Purchase & Sale Agreement - 6422 Turner Valley

EXHIBIT E

Hi Asad,

Attached is a reinstatement quote and payoff quote good through 7/15/2021.

Have a good day.

CJ

From: Connie J. Vandergriff
Sent: Wednesday, June 23, 2021 1:06 PM
To: 'Asad Rahman'
Subject: RE: Purchase & Sale Agreement - 6422 Turner Valley

I got them this morning. I have to leave for the rest of the day, so I will get both quotes to you tomorrow morning.

From: Asad Rahman <asdrahmanesq@gmail.com>
Sent: Tuesday, June 22, 2021 4:33 PM
To: Connie J. Vandergriff <ConnieVa@bdfgroup.com>
Subject: Re: Purchase & Sale Agreement - 6422 Turner Valley

Any update?

On Wed, Jun 16, 2021 at 9:35 AM Connie J. Vandergriff <ConnieVa@bdfgroup.com> wrote:

No problem. I'll request the payoff too.

From: Asad Rahman <asdrahmanesq@gmail.com>
Sent: Wednesday, June 16, 2021 9:34 AM
To: Connie J. Vandergriff <ConnieVa@bdfgroup.com>
Subject: Re: Purchase & Sale Agreement - 6422 Turner Valley

Great and a new payoff would be great. Thanks for your patience and help.

I will see if this party can cover.

Asad Rahman

EXHIBIT E

On Jun 16, 2021, at 9:31 AM, Connie J. Vandergriff <ConnieVa@bdfgroup.com> wrote:

I'll request one today for you. It will take about as long as it does for me to get a payoff quote.

From: Asad Rahman
<asadrahmanesq@gmail.com>
Sent: Wednesday, June 16, 2021 9:17 AM
To: Connie J. Vandergriff
<ConnieVa@bdfgroup.com>
Subject: Re: Purchase & Sale Agreement - 6422 Turner Valley

Thanks Connie. How do we do the reinstate? We would like to come out of foreclosure.

Asad Rahman

On Jun 16, 2021, at 9:07 AM,
Connie J. Vandergriff
<ConnieVa@bdfgroup.com>
wrote:

Hi Asad,

I heard from my client and she advised that payments cannot be accepted while the loan is in foreclosure. You can bring the account current (reinstate), submit a loss mitigation application or apply for a new short-sale review.

CJ

From: Asad Rahman
<asadrahmanesq@gmail.com>

EXHIBIT E

Sent: Tuesday, June 15, 2021

2:27 PM

To: Connie J. Vandergriff

<ConnieVa@bdfgroup.com>

Subject: Re: Purchase & Sale Agreement - 6422 Turner Valley

I understand. If we cannot come to an agreement or if we cannot sell, we'd be willing to avoid foreclosure and just hand over the keys.

On Tue, Jun 15, 2021 at

10:32 AM Connie J.

Vandergriff

<ConnieVa@bdfgroup.com>

wrote:

Asad,

I will send it over, but I think it will require the same review process as all of the other offers.

Also, I was advised to proceed with the foreclosure proceedings last month, but have been holding off to see if you closed and the loan was paid in full. I will send this offer over, but please note that I am going to have to start moving forward with the foreclosure process.

Connie

From: Asad Rahman

<asdrahmanesq@gmail.com>

Sent: Tuesday, June 15, 2021

10:17 AM

To: Connie J. Vandergriff

<ConnieVa@bdfgroup.com>

EXHIBIT E

Subject: Fwd: Purchase &
Sale Agreement - 6422
Turner Valley

Laura: Unfortunately we were not able to close with the previous buyers. We think they acted in bad faith and are considering suing for specific performance.

We have a new investment buyer who is willing to start making the mortgage payments for us until they can make a balloon payment or sell it.

Is this something Citi would consider?

----- Forwarded
message -----

From: Omar T
<oasishomebuyersusa@gmail.com>
Date: Tue, Jun 15, 2021 at
1:10 AM
Subject: Purchase & Sale
Agreement - 6422 Turner
Valley
To:
<asdrahmanesq@gmail.com>

Hi Asad,

Please find the attached agreement for you to review. Please don't hesitate to contact me if you have any questions. If it looks good, I'd like to schedule a walk through sometime this week or whatever works with your parent's schedule.

Regards,

EXHIBIT E

Omar Tanweer

Sales Director

M: (512)886-9555

E: info@prettyhomestx.com

Pretty Homes of Texas LLC.

Subsidiary of Oasis Home

Buyers of America LLC *"We*

Buy Pretty Homes. Full Price!

Guaranteed!"

www.prettyhomestx.com

--

Asad Rahman

**Attorney and Counselor at
Law**

This e-mail, and any attachments thereto, is intended for the use of the addressees and may contain legally privileged and/or confidential information. If you are not the intended recipient of this e-mail, you are hereby notified that any dissemination, distribution or copying of this e-mail, and any attachments thereto, is strictly prohibited. If you have received this e-mail in error, please notify me via return e-mail and via telephone at 214-384-6410 and permanently delete the original and any copy of any e-mail and any printout thereof or attachments thereto.

Notice of Confidentiality

This e-mail message and attachments, if any, are intended solely for the use of the addressee hereof. In addition, this message and attachments, if any, may

EXHIBIT E

contain information that is confidential, privileged and exempt from disclosure under applicable law. If you are not the intended recipient of this message, you are prohibited from reading, disclosing, reproducing, distributing, disseminating, or otherwise using this transmission. Delivery of this message to any person other than the intended recipient is not intended to waive any right or privilege. If you have received this message in error, please promptly notify the sender by e-mail and immediately delete this message from your system.

--

Asad Rahman
Attorney and Counselor at
Law

This e-mail, and any attachments thereto, is intended for the use of the addressees and may contain legally privileged and/or confidential information. If you are not the intended recipient of this e-mail, you are hereby notified that any dissemination, distribution or copying of this e-mail, and any attachments thereto, is strictly prohibited. If you have received this e-mail in error, please notify me via return e-mail and via telephone at 214-384-6410 and permanently delete the original and any copy of any e-mail and any printout thereof or attachments thereto.

Notice of Confidentiality

This e-mail message and attachments, if any, are

EXHIBIT E

intended solely for the use of the addressee hereof. In addition, this message and attachments, if any, may contain information that is confidential, privileged and exempt from disclosure under applicable law. If you are not the intended recipient of this message, you are prohibited from reading, disclosing, reproducing, distributing, disseminating, or otherwise using this transmission. Delivery of this message to any person other than the intended recipient is not intended to waive any right or privilege. If you have received this message in error, please promptly notify the sender by e-mail and immediately delete this message from your system.

Notice of Confidentiality

This e-mail message and attachments, if any, are intended solely for the use of the addressee hereof. In addition, this message and attachments, if any, may contain information that is confidential, privileged and exempt from disclosure under applicable law. If you are not the intended recipient of this message, you are prohibited from reading, disclosing, reproducing, distributing, disseminating, or otherwise using this transmission. Delivery of this message to any person other than the intended recipient is not intended to waive any right or privilege. If you have received this message in error, please promptly notify the sender by e-mail and immediately delete this message from your system.

Notice of Confidentiality

This e-mail message and attachments, if any, are

EXHIBIT E

intended solely for the use of the addressee hereof. In addition, this message and attachments, if any, may contain information that is confidential, privileged and exempt from disclosure under applicable law. If you are not the intended recipient of this message, you are prohibited from reading, disclosing, reproducing, distributing, disseminating, or otherwise using this transmission. Delivery of this message to any person other than the intended recipient is not intended to waive any right or privilege. If you have received this message in error, please promptly notify the sender by e-mail and immediately delete this message from your system.

--

Asad Rahman
Attorney and Counselor at Law

This e-mail, and any attachments thereto, is intended for the use of the addressees and may contain legally privileged and/or confidential information. If you are not the intended recipient of this e-mail, you are hereby notified that any dissemination, distribution or copying of this e-mail, and any attachments thereto, is strictly prohibited. If you have received this e-mail in error, please notify me via return e-mail and via telephone at 214-384-6410 and permanently delete the original and any copy of any e-mail and any printout thereof or attachments thereto.

Notice of Confidentiality

This e-mail message and attachments, if any, are intended solely for the use of the addressee hereof. In addition, this message and attachments, if any, may contain information that is confidential, privileged and exempt from disclosure under applicable law. If you are not the intended recipient of this message, you are prohibited from reading, disclosing, reproducing, distributing, disseminating, or otherwise using this transmission. Delivery of this message to any person other than the intended recipient is not intended to waive any right or privilege. If you have received this message in error, please promptly notify the sender by e-mail and immediately delete this message from your system.

Notice of Confidentiality

This e-mail message and attachments, if any, are intended solely for the use of the addressee hereof. In addition, this message and

EXHIBIT E

attachments, if any, may contain information that is confidential, privileged and exempt from disclosure under applicable law. If you are not the intended recipient of this message, you are prohibited from reading, disclosing, reproducing, distributing, disseminating, or otherwise using this transmission. Delivery of this message to any person other than the intended recipient is not intended to waive any right or privilege. If you have received this message in error, please promptly notify the sender by e-mail and immediately delete this message from your system.

EXHIBIT F

LOT 10, IN BLOCK B/7453, OF PRESTON CLUB ESTATES, AN ADDITION TO THE CITY OF DALLAS, DALLAS COUNTY, TEXAS, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 15, PAGE 271, PLAT RECORDS, DALLAS COUNTY, TEXAS.

4. Petitioner alleges:

- A. The type of lien sought to be foreclosed is a Home Equity Loan under art. XVI, section 50(a)(6) of the Texas Constitution. The lien is indexed at CLERK'S FILE NO. 20070003138, AS AFFECTED BY INSTRUMENT NO. 201800157215 and recorded in the real property records of DALLAS County, Texas.
- B. Petitioner has authority to seek foreclosure of the lien because Petitioner is the holder of the note and beneficiary of the deed of trust.
- C. The name of each person obligated to pay the underlying debt or obligation evidenced by the loan agreement, contract, or lien encumbering the property sought to be foreclosed is PERVAIZ RAHMAN AND RAUFIA RAHMAN.
- D. The name of each Respondent who is a mortgagor of the lien instrument sought to be foreclosed, but who is not a maker or assumer of the underlying debt is – NOT APPLICABLE.
- E. As of 1/31/2020:
 - (i) 8 regular monthly payments have not been paid. The amount required to cure the default good through 2/28/2020 is \$80,481.16. According to Petitioner's records, all lawful offsets, payments, and credits have been applied to the account in default.
 - (ii) The total amount to pay off the loan agreement, contract, or lien good through 2/28/2020 is \$1,312,574.28.

EXHIBIT F

- F. Notice to cure the default has been sent by certified mail to each Respondent who is obligated to pay the underlying debt or obligation. The opportunity to cure has expired.
- G. Before this application was filed, any other action required to initiate a foreclosure proceeding by Texas law or the loan agreement, contract, or lien sought to be foreclosed was performed.
- 5. Legal action is not being sought against the occupant of the property unless the occupant is named as a Respondent in this application.**
- 6. If Petitioner obtains a court order, Petitioner will proceed with foreclosure of the property in accordance with the applicable law and the terms of the loan agreement contract, or lien sought to be foreclosed.**
7. The following documents are attached to this application:
- A. An affidavit or declaration of material facts describing the basis for foreclosure.
 - B. The note and deed of trust establishing the lien.
 - C. The assignment of the lien recorded in the real property records of the county where the property is located or other pertinent instruments, if any.
 - D. A copy of each default notice required to be mailed to any Respondent under Texas law and the loan agreement, contract, or lien sought to be foreclosed, and the usps tracking report demonstrating that a notice was sent by certified mail before this application was filed.
- 8. Assert and protect your rights as a member of the armed forces of the United States. If you or your spouse is serving on active military duty, including active military duty as a member of the Texas National Guard or the National Guard of another state or as a member of a reserve component of the armed forces of the United States, please send**


EXHIBIT F

written notice of the active duty military service to Petitioner or Petitioner's attorney immediately.

9. *Prayer for Relief.* Petitioner seeks an expedited order under Rule 736 so that it may proceed with foreclosure in accordance with applicable law and terms of the loan agreement, contract, or lien sought to be foreclosed.

Respectfully submitted,

**BARRETT DAFFIN FRAPPIER
TURNER & ENGEL, LDP**

By: 
Connie J. Van der Griff
Connie Va@bdfgroup.com
State Bar No. 24044550
4004 Belt Line Road, Suite 100
Addison, Texas 75001
(972) 386-5040(Phone)
(972) 341-0734(Fax)

ATTORNEYS FOR PETITIONER

EXHIBIT F

CAUSE NO. _____

**In Re: Order of Foreclosure
Concerning
6422 TURNER WAY
DALLAS, TX 75230**

§
§
§
§
§
§
§
§
§
§
§
§

IN THE DISTRICT COURT

Under Tex. R. Civ. P. 736

**Petitioner: CITIGROUP MORTGAGE
LOAN TRUST INC. ASSET-BACKED
PASS-THROUGH CERTIFICATES,
SERIES 2007-AMC4, U.S. BANK
NATIONAL ASSOCIATION AS TRUSTEE**

OF DALLAS COUNTY, TEXAS

**Respondent(s): PERVAIZ RAHMAN AND
RAUFIA RAHMAN**

_____ **JUDICIAL DISTRICT**

**AFFIDAVIT IN SUPPORT OF PETITIONER'S
APPLICATION FOR AN EXPEDITED ORDER UNDER RULE 736**

STATE OF New Jersey

COUNTY OF Mecser

Before me, the undersigned notary, on this day personally appeared John Kadimik,

and stated under oath:

1. My name is John Kadimik. I am an adult and of sound mind.
2. I am a/an Vice President and Assistant Secretary, whose address is C/O CITIMORTGAGE, INC., 1000 TECHNOLOGY DR., O'FALLON, MO 63368. I am authorized to execute this affidavit on behalf of CITIGROUP MORTGAGE LOAN TRUST INC. ASSET-BACKED PASS-THROUGH CERTIFICATES, SERIES 2007-AMC4, U.S. BANK NATIONAL ASSOCIATION AS TRUSTEE. The statements made in this affidavit are based on my personal knowledge of the business records. My affidavit concerns the

EXHIBIT F

account of PERVAIZ RAHMAN AND RAUFIA RAHMAN (“Obligor”). CITIMORTGAGE, INC. is the attorney-in-fact for the Petitioner.

3. I have read and understand the purpose of the application to which my affidavit is attached and adopt by reference the factual statements made in it. I am the authorized agent or representative of Petitioner with respect to Obligor’s account, and in that capacity, I am authorized to make this affidavit on Petitioner’s behalf. My testimony is based on my experience, my knowledge of the usual business practices of Petitioner and the servicing industry in general, my job responsibilities, and the servicing records for Obligor’s account.
4. Through my job responsibilities, I have access to and have reviewed the servicing records and data for Obligor’s account, including electronic and computer generated records and data compilations. The records attached to the application are the original records or exact duplicates of the original records kept in the servicing file for Obligor’s account.
5. Based on the regular practices of Petitioner and the servicing industry in general, these records:
 - a. were made at or near the time of each act, event, or condition set forth in the records;
 - b. were made by, or from information transmitted by, a person engaged in the servicing of Obligor’s account who had actual knowledge of the acts, events, or conditions recorded; and
 - c. are the kind of records that are kept in the regular course of servicing loan agreements.
6. It is the regular practice of businesses engaged in the servicing of loan agreements or

EXHIBIT F

other contracts requiring the collection of money to keep accurate records on debits and credits to an account, an account's balance, the collateral securing the right to the lienholder's right to repayment, and efforts to enforce the underlying debt if the Obligor has defaulted. These records are relied upon for accuracy by all person engaged in the servicing and enforcement of a loan agreement. There is no indication that the servicing records for Obligor's account are untrustworthy.

7. Based on the servicing records for Obligor's account, as of 1/31/2020, a monetary default exists. Obligor(s) failed to remit the installment payment due for 7/1/2019 and the installments that have become due after that date:


- (i) As of 1/31/2020, at least 8 regular monthly payments have not been paid. The amount required to cure the default is \$80,481.16, which amount is good through 2/28/2020. All lawful offsets, payments, and credits have been applied to the account in default.
- (ii) As of 1/31/2020, the total amount to pay off the loan agreement, contract, or lien is \$1,312,574.28, which amount is good through 2/28/2020.
- (iii) A USPS tracking report shows that notice to cure the default has been sent by certified mail to each Respondent who is obligated to pay the underlying debt or obligation. The opportunity to cure has expired.

EXHIBIT F

8. I sign this affidavit based on the personal knowledge of the business records that I have obtained by reviewing the servicing records for Obligor's account. The factual statements made in the application and my affidavit are true and correct as of the date stated.

Signed this 14th day of February, 2020.

CITIMORTGAGE, INC., AS ATTORNEY-IN-FACT FOR
CITIGROUP MORTGAGE LOAN TRUST INC. ASSET-
BACKED PASS-THROUGH CERTIFICATES, SERIES 2007-
AMC4, U.S. BANK NATIONAL ASSOCIATION AS TRUSTEE



Signature of Affiant


John Kadimik
Vice President and Assistant Secretary

Printed Name and Title of Affiant

Signed under oath before me on February 14, 2020.

[NOTARY SEAL]

Vice



Notary Public in and for the State of NY
My commission expires: 10/5/22

CARA A. STEARS
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires October 5, 2022
ID# 50069468

EXHIBIT A

EXHIBIT F

Account Number [REDACTED]

THIS IS AN EXTENSION OF CREDIT AS DEFINED BY SECTION 50(a)(6) ARTICLE XVI OF THE TEXAS CONSTITUTION

THIS LOAN HAS A VARIABLE RATE OF INTEREST AS AUTHORIZED BY SECTION 50(a)(6)(O), ARTICLE XVI OF THE TEXAS CONSTITUTION

TEXAS HOME EQUITY ADJUSTABLE RATE NOTE

(LIBOR Index (As Published in The Wall Street Journal)- Rate Caps) (Cash Out - First Lien)

THIS NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN MY INTEREST RATE AND MY MONTHLY PAYMENT THIS NOTE LIMITS THE AMOUNT MY INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM RATE I MUST PAY

December 8, 2006 Date

Rolling Meadows City

IL State

6422 TURNER WAY, DALLAS, TX 75230 [Property Address]

1 BORROWER'S PROMISE TO PAY

This is an extension of credit as defined by Section 50(a)(6), Article XVI of the Texas Constitution (the "Extension of Credit")

In return for a loan that I have received, I promise to pay US \$ 1,080,000.00 (this amount is called "principal"), plus interest, to the order of the Lender. The Lender is Argent Mortgage Company, LLC

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."

I understand that this is not an open-end account that may be debited from time to time or under which credit may be extended from time to time.

The Property described above by the Property Address is subject to the lien of the security instrument executed concurrently herewith (the "Security Instrument").

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 6.350%. The interest rate I will pay may change in accordance with Section 4 of this Note. The interest rate required by this Section 2 and Section 4 of this Note is the rate I will pay both before and after any default described in Section 7(B) of this Note. It is agreed that the total of all interest and other charges that constitute interest under applicable law shall not exceed the maximum amount of interest permitted by applicable law. Nothing in this Note or the Security Instrument shall entitle the Note Holder upon any contingency or event whatsoever, including by reason of acceleration of the maturity or prepayment of the loan, to receive or collect interest or other charges that constitute interest in excess of the highest rate allowed by applicable law on the principal or on a monetary obligation incurred to protect the property described above authorized by the Security Instrument, and in no event shall I be obligated to pay interest in excess of such rate.

3 PAYMENTS

(A) Time and Place of Payments

I will pay principal and interest by making payments every month.

I will make my monthly payments on the first day of each month beginning on February 1, 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. My monthly payments will be applied to interest before principal. If, on January 1, 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 505 City Parkway West, Suite 100, Orange, CA 92868 or at a different place if required by the Note Holder.

(B) Amount of My Initial Monthly Payments

Each of my initial monthly payments will be in the amount of US \$ 6,720.15. This amount may change.

(C) Monthly Payment Changes

Changes in my monthly payment will reflect changes in the unpaid principal of my loan and in the interest rate that I must pay. The Note Holder will determine my new interest rate and the changed amount of my monthly payment in accordance with Section 4 of this Note.

Initials

R R [Signature]

EXHIBIT F

Number [REDACTED]

4 ADJUSTABLE INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Change Dates

The interest rate I will pay may change on the first day of January, 2010, and on that day every sixth month thereafter. Each date on which my interest rate could change is called a "Change Date."

(B) The Index

Beginning with the first Change Date, my interest rate will be based on an Index. The "Index" is the average of interbank offered rates for six-month U.S. dollar-denominated deposits in the London market ("LIBOR"), as published in *The Wall Street Journal*. The most recent Index figure available as of the date 45 days before the Change Date is called the "Current Index."

If at any point in time the Index is no longer available, the Note Holder will choose a new index that is based upon comparable information. The Note Holder will give me notice of this choice.

(C) Calculation of Changes

Before each Change Date, the Note Holder will calculate my new interest rate by adding six percentage point(s) (6.000%) to the Current Index. The Note Holder will then round the result of this addition to the nearest one-eighth of one percent (0.125%). Subject to the limits stated in Section 4(D) below, this rounded amount will be my new interest rate until the next Change Date. The Note Holder will then determine the amount of the monthly payment that would be sufficient to repay the unpaid principal that I am expected to owe at the Change Date in full on the Maturity Date at my new interest rate in substantially equal successive payments, each of which will exceed the amount of accrued interest as of the date of the scheduled installment. The result of this calculation will be the new amount of my monthly payment.

(D) Limits on Interest Rate Changes

The interest rate I am required to pay at the first Change Date will not be greater than 8.350% or less than 6.350%. Thereafter, my interest rate will never be increased or decreased on any single Change Date by more than One percentage point(s) (1.000%) from the rate of interest I have been paying for the preceding six months. My interest rate will never be greater than 12.350%, which is called the "Maximum Rate" or less than 6.350%, which is called the "Minimum Rate."

(E) Effective Date of Changes

My new interest rate will become effective on each Change Date. I will pay the amount of my new monthly payment beginning on the first monthly payment date after the Change Date until the amount of my monthly payment changes again.

(F) Notice of Changes

The Note Holder will deliver or mail to me a notice of any changes in my interest rate and the amount of my monthly payment before the effective date of any change. The notice will include information required by law to be given me and also the title and telephone number of a person who will answer any question I may have regarding the notice.

5 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 make a full prepayment or partial prepayments without paying any prepayment charge. The Note Holder will use all of my prepayments to reduce the amount of principal that I owe under this Note. If I make a partial prepayment, there will be no changes in the due dates of my monthly payments unless the Note Holder agrees in writing to those changes. My partial prepayment may reduce the amount of my monthly payments after the first Change Date following my partial prepayment. However, any reduction due to my partial prepayment may be offset by an interest rate increase.

6 LOAN CHARGES

All agreements between Note Holder and me are expressly limited so that any interest, loan charges or fees (other than interest) collected or to be collected from me, any owner or the spouse of any owner of the property described above in connection with the origination, evaluation, maintenance, recording, insuring or servicing of the Extension of Credit shall not exceed, in the aggregate, the highest amount allowed by applicable law.

If a law, which applies to this Extension of Credit 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 Extension of Credit 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 that exceeded permitted limits will be refunded to me. The Note Holder will make this refund by making a payment to me. The Note Holder's payment of any such refund will extinguish any right of action I might have arising out of such overcharge.

It is the express intention of the Note Holder and me to structure this Extension of Credit to conform to the provisions of the Texas Constitution applicable to extensions of credit as defined by Section 50(a)(6), Article XVI of the Texas Constitution. If, from any circumstance whatsoever, any promise, payment, obligation or provision of this Note, the Security Instrument or any other loan document related to this Extension of Credit transcends the limit of validity prescribed by applicable law, then such promise, payment, obligation or provision shall be reduced to the limit of such validity, or eliminated as a requirement, if necessary for compliance with such law, and such document may be reformed by written notice from the Note Holder without the necessity of the execution of any new amendment or new document by me.

The provisions of this Section 6 shall supersede any inconsistent provision of this Note or the Security Instrument.

[Handwritten initials]

EXHIBIT F

Loan Number [REDACTED]

7 BORROWER'S FAILURE TO PAY AS REQUIRED

(A) Late Charges for Overdue Payments

If the Note Holder has not received the full amount of any monthly payment by the end of fifteen 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 that has not been paid and all the interest that I owe on that amount. The date must be at least 30 days after the date on which the notice is mailed to me or delivered by other means. This Note may not be accelerated because of a decrease in the market value of the property described above or because the property owner's default under any indebtedness not evidenced by this Note or the Security Instrument.

(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 including Section 50(a)(6), Article XVI of the Texas Constitution. Those expenses include, for example, reasonable attorneys' fees. I understand that these expenses are not contemplated to be incurred in connection with maintaining or servicing this Extension of Credit.

8 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 in writing 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 notice of that different address. However, if the purpose of the notice is to notify Note Holder of failure by the Note Holder to comply with Note Holder's obligations under this Extension of Credit, or noncompliance with any provisions of the Texas Constitution applicable to extensions of credit as defined by Section 50(a)(6), Article XVI of the Texas Constitution, then notice by certified mail is required.

9 OBLIGATIONS OF PERSONS UNDER THIS NOTE

Subject to the limitations of personal liability described below, each person who signs this Note is responsible for ensuring that all of the Borrower's promises and obligations in this Note are performed, including the payment of the full amount owed. Any person who takes over these obligations is also so responsible.

I understand that Section 50(a)(6)(c), Article XVI of the Texas Constitution provides that this Note is given without personal liability against each owner of the property described above and against the spouse of each owner unless the owner or spouse obtained this Extension of Credit by actual fraud. This means that, absent such actual fraud, the Note Holder can enforce its rights under this Note solely against the property described above and not personally against any owner of such property or the spouse of an owner.

If this Extension of Credit is obtained by such actual fraud, I will be personally liable for the payment of any amounts due under this Note. This means that a personal judgment could be obtained against me if I fail to perform my responsibilities under this Note, including a judgment for any deficiency that results from Note Holder's sale of the property described above for an amount less than is owing under this Note.

If not prohibited by Section 50(a)(6)(c), Article XVI of the Texas Constitution, this Section 9 shall not impair in any way the right of the Note Holder to collect all sums due under this Note or prejudice the right of the Note Holder as to any premises or conditions of this Note.

10 WAIVERS

I and any other person who has obligations under this Note waive notice of intention to accelerate, except as provided in Section 7(C) and 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.

11 SECURED NOTE

In addition to the protections given to the Note Holder under this Note, the Security Instrument, dated the same 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. The 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:

R N [Signature] initials

EXHIBIT F

Loan Number [REDACTED]

Transfer of the Property or a Beneficial Interest in Borrower If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without the Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

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

12 APPLICABLE LAW

This Note shall be governed by the laws of the State of Texas and any applicable federal law. In the event of any conflict between the Texas Constitution and other applicable law, it is the intent that the provisions of the Texas Constitution shall be applied to resolve the conflict. In the event of a conflict between any provision of this Note and applicable law, the applicable law shall control to the extent of such conflict and the conflicting provisions contained in this Note shall be modified to the extent necessary to comply with applicable law. All other provisions of this Note will remain fully effective and enforceable.

13 NO ORAL AGREEMENTS

THIS NOTE CONSTITUTES A "WRITTEN LOAN AGREEMENT" PURSUANT TO SECTION 26.02 OF THE TEXAS BUSINESS AND COMMERCE CODE, IF SUCH SECTION APPLIES. THIS WRITTEN AGREEMENT REPRESENTS THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.

WITNESS THE HAND(S) OF THE UNDERSIGNED

DO NOT SIGN IF THERE ARE BLANKS LEFT TO BE COMPLETED IN THIS DOCUMENT. THIS DOCUMENT MUST BE EXECUTED AT THE OFFICE OF THE LENDER, AN ATTORNEY AT LAW OR A TITLE COMPANY. YOU MUST RECEIVE A COPY OF THIS DOCUMENT AFTER YOU HAVE SIGNED IT.

Pervaz Rahman
Borrower PERVAIZ RAHMAN

Raufia Rahman
Borrower RAUFIA RAHMAN

Borrower

Borrower

PAY TO THE ORDER OF
WITHOUT RECOURSE
ARGENT MORTGAGE COMPANY, LLC
BY [Signature]
SAM MAR7OUK, PRESIDENT
BY [Signature]
GREGORY E. HANSON, C.F.O.

EXHIBIT B

EXHIBIT F

Return To:
Argent Mortgage Company, LLC
C/O Nationwide Title Clearing, Inc.
2100 Alt 19 North
Palm Harbor, FL 34683

Prepared By: Argent Mortgage Company, LLC
Pamela Fricke
1701 Golf Road
Rolling Meadows, IL 60008

I CERTIFY THAT THIS IS A TRUE,
CORRECT AND ACCURATE COPY OF
THE ORIGINAL INSTRUMENT.

NETCO, INC.
BY: *[Signature]*

[Space Above This Line for Recording Data]

THIS SECURITY INSTRUMENT SECURES AN EXTENSION OF CREDIT AS DEFINED BY
SECTION 50(a)(6), ARTICLE XVI OF THE TEXAS CONSTITUTION.

TEXAS HOME EQUITY SECURITY INSTRUMENT
(First Lien)

This Security Instrument is not intended to finance Borrower's acquisition of the Property.

NOTICE OF CONFIDENTIALITY RIGHTS:

If you are a natural person, you may remove or strike any of the following information from this instrument before it is filed for record in the public records: your social security number or your driver's license number.

DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 10, 12, 17, 19, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 15.

(A) "Security Instrument" means this document, which is dated December 8, 2006 together with all Riders to this document.

(B) "Borrower" is PERVAIZ RAHMAN and RAUFIA RAHMAN

Borrower is the grantor under this Security Instrument.

(C) "Lender" is Argent Mortgage Company, LLC

Lender is a Limited Liability Company organized and existing under the laws of Delaware

TEXAS HOME EQUITY SECURITY INSTRUMENT (First Lien)-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

8036(TX) (03/10) Form 3044.1 1/01
(rev. 10/03)

Page 1 of 17

Initials: *AS R R*

WMP Mortgage Solutions (800)521-7291

12/08/2006 7:21:36 AM

(05/2005)Rev.01

EXHIBIT F

Lender's address is 3 Park Plaza - 10th Floor Irvine, CA 92614

Lender includes any holder of the Note who is entitled to receive payments under the Note. Lender is the beneficiary under this Security Instrument.

(D) "Trustee" is .

Lawrence Young
Three Allen Center, 33 Clay, 29th Floor
Houston, Texas 77002

. Trustee's address is

(E) "Note" means the promissory note signed by Borrower and dated December 8, 2006

The Note states that Borrower owes Lender one million eighty thousand and 00/100

Dollars

(U.S. \$ 1,080,000.00) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than January 1, 2037

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

(G) "Extension of Credit" means the debt evidenced by the Note, as defined by Section 50(a)(6), Article XVI of the Texas Constitution and all the documents executed in connection with the debt.

(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):

- Texas Home Equity Condominium Rider
- Other: Adj. Rate Rider
- Texas Home Equity Planned Unit Development 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" means 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) "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.

(O) "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 Extension of Credit does not qualify as a "federally related mortgage loan" under RESPA.

VMP-8036(TX) (0310)
COD 103091

Page 2 of 17

[Redacted Signature]

Initials: [Handwritten initials] Form 3044.1 1/01 (rev. 10/03)

12/08/2006 7:21:36

(05/2005)Rev.01

EXHIBIT F

(F) "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 Extension of Credit, and all 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 irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described Property located in the

County of DALLAS :

[Type of Recording Jurisdiction]

[Name of Recording Jurisdiction]

EXHIBIT A ATTACHED HERETO AND MADE A PART HEREOF:

Parcel ID Number:0000073355800000

which currently has the address of

6422 TURNER WAY

[Street]

DALLAS

Dallas, Texas 75230

[Zip Code]

("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"; provided however, that the Property is limited to homestead property in accordance with Section 50(a)(6)(H), Article XVI of the Texas Constitution.

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to 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.

Borrower and Lender covenant and agree as follows:

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

VMP-8038(TX) 10/31/01

Page 3 of 17

Initials: [Redacted] Form 3044.1 1/01 (rev. 10/03)

12/08/2006 7:21:36

(05/2005)Rev.01

EXHIBIT F

Appendix A

LOT 10, IN BLOCK B/7453, OF PRESTON CLUB ESTATES, AN ADDITION TO THE CITY OF DALLAS, DALLAS COUNTY, TEXAS, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 15, PAGE 271, PLAT RECORDS, DALLAS COUNTY, TEXAS.

MORE COMMONLY KNOWN AS: 6422 TURNER WAY, DALLAS, TEXAS 75230
PARCEL NO. 00-00073-355-800-0000

Mr. R. G.

EXHIBIT F

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 14. Lender may return any payment or partial payment if the payment or partial payments are insufficient to bring the Extension of Credit current. Lender may accept any payment or partial payment insufficient to bring the Extension of Credit 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 Extension of Credit 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 this 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 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; and (c) premiums for any and all insurance required by Lender under Section 5. These items are called "Escrow Items." At origination or at any time during the term of the Extension of Credit, 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

VMP-8036(TX) 10310

Page 4 of 17

Initials: [Redacted] Form 3044.1 1/01 (rev. 10/03)

12/08/2006 7:21:36

(05/2005)Rev.01

EXHIBIT F

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 14 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 twelve 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 twelve 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.

[Redacted Signature]

initials: WYK
Form 3044.1 1/01 (rev. 10/03)

VMP-8036(TX) (0310)

Page 6 of 17

12/08/2006 7:21:36

(05/2005)Rev.01

EXHIBIT F

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 Extension of Credit.

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 Extension of Credit. 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 Extension of Credit, 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.

VMP-8036(TX) (0310)

Page 6 of 17


Initials:
Form 3044.1 1/01 (rev. 10/03)

12/08/2006 7:21:36

(05/2005)Rev.01

EXHIBIT F

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 21 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 now occupies and uses the Property as Borrower's Texas homestead and shall continue to occupy the Property as Borrower's Texas homestead for at least one year after the date of this Security Instrument, 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's actions shall constitute actual fraud under Section 50(a)(6)(c), Article XVI of the Texas Constitution and Borrower shall be in default and may be held personally liable for the debt evidenced by the Note and this Security Instrument 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 or any other action or inaction that is determined to be actual fraud. Material representations include, but are not limited to, representations concerning Borrower's occupancy of the Property as a Texas homestead, the representations and warranties contained in the Texas Home Equity Affidavit and Agreement, and the execution of an acknowledgment of fair market value of the property as described in Section 27.

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

VNAP-8036(TX) (03/01)

Page 7 of 17

Initials: [Redacted] K.J.C.
Form 3044.1 1/01 (rev. 10/03)

12/08/2006 7:21:36

(05/2005)Rev.01

EXHIBIT F

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. No powers are granted by Borrower to Lender or Trustee that would violate provisions of the Texas Constitution applicable to Extensions of Credit as defined by Section 50(a)(6), Article XVI of the Texas Constitution or other Applicable Law.

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. 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,

VMP-80361(TX)10310

Page 8 of 17

Initial: [Redacted] R.O.
Form 3044.1 1/01 (rev. 10/03)

12/08/2006 7:21:36

(05/2005)Rev.01

EXHIBIT F

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 which is not commenced as a result of Borrower's default under other indebtedness not secured by a prior valid encumbrance against the homestead, 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 18, 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.

11. 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.

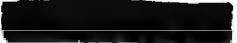
12. Joint and Several Liability; Security Instrument Execution; Successors and Assigns Bound. Borrower covenants and agrees that Borrower's obligations and liability shall be joint and several. However, any person who signs this Security Instrument, but does not execute the Note: (a) is signing this Security Instrument only to mortgage, grant and convey the person's interest in the Property under the terms of this Security Instrument or to comply with the requirements of Section 50(a)(6)(A), Article XVI of the Texas Constitution; (b) is not obligated to pay the sums secured by this Security Instrument and is not to be considered a guarantor or surety; (c) agrees that this Security Instrument establishes a voluntary lien on the homestead and constitutes the written agreement evidencing the consent of each owner and each owner's spouse; and (d) agrees that Lender and Borrower can agree to extend, modify, forbear or make any accommodations with regard to the terms of the Note.

Subject to the provisions of Section 17, 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 19) and benefit the successors and assigns of Lender.

13. Extension of Credit 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.

VMP-8036(TX) 10310

Page 9 of 17



Form 3044.1 1/01 (rev. 10/03)

12/08/2006 7:21:36 AM

(05/2005)Rev.01

EXHIBIT F

If the Extension of Credit is subject to a law which sets maximum Extension of Credit charges, and that law is finally interpreted so that the interest or other Extension of Credit charges collected or to be collected in connection with the Extension of Credit exceed the permitted limits, then: (a) any such Extension of Credit 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 will make this refund by making a payment to Borrower. The Lender's payment of any such refund will extinguish any right of action Borrower might have arising out of such overcharge.

14. 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 (but, by certified mail if the notice is given pursuant to Section 19) 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.

15. Governing Law; Severability; Rules of Construction. This Security Instrument shall be governed by federal law and the laws of Texas. 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 of 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.

16. Borrower's Copies. Borrower shall be given at the time this Extension of Credit is made, a copy of all documents signed by Borrower related to the Extension of Credit.

17. Transfer of the Property or a Beneficial Interest in Borrower. As used in this Section 17, "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.

[Redacted Signature]

Initials: [Redacted] Form 3044.1 1/01 (rev. 10/03)

VMP-8036(TX) (0310)

Page 10 of 17

12/08/2006 7:21:36 AM

(05/2005)Rev.01

EXHIBIT F

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 14 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.

18. 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, insofar as allowed by Section 50(a)(6), Article XVI of the Texas Constitution, 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 17.

19. Sale of Note; Change of Loan Servicer; Notice of Grievance; Lender's Right-to-Comply. 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 Extension of Credit 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 14) 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. For example, Section 50(a)(6)(Q)(x), Article XVI of the Texas Constitution, generally provides that a lender has 60 days to comply with its obligations under the extension of credit after being notified by a borrower of a failure to comply with any such obligation. The notice of acceleration and opportunity to cure given to Borrower pursuant to Section 21 and the notice of acceleration given to Borrower pursuant to Section 17 shall be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 19.

VMS-8036(TX) (03/01)

Page 11 of 17

[Redacted Signature]

Form 3044.1 1/01 (rev. 10/03)

12/08/2006 7:21:36 AM

(05/2005)Rev.01

EXHIBIT F

It is Lender's and Borrower's intention to conform strictly to provisions of the Texas Constitution applicable to Extensions of Credit as defined by Section 50(a)(6), Article XVI of the Texas Constitution.

All agreements between Lender and Borrower are hereby expressly limited so that in no event shall any agreement between Lender and Borrower, or between either of them and any third party, be construed not to allow Lender 60 days after receipt of notice to comply, as provided in this Section 19, with Lender's obligations under the Extension of Credit to the full extent permitted by Section 50(a)(6), Article XVI of the Texas Constitution. Borrower understands that the Extension of Credit is being made on the condition that Lender shall have 60 days after receipt of notice to comply with the provisions of Section 50(a)(6), Article XVI of the Texas Constitution. As a precondition to taking any action premised on failure of Lender to comply, Borrower will advise Lender of the noncompliance by a notice given as required by Section 14, and will give Lender 60 days after such notice has been received by Lender to comply. Except as otherwise required by Applicable Law, only after Lender has received said notice, has had 60 days to comply, and Lender has failed to comply, shall all principal and interest be forfeited by Lender, as required by Section 50(a)(6)(Q)(x), Article XVI of the Texas Constitution in connection with failure by Lender to comply with its obligations under this Extension of Credit. Borrower will cooperate in reasonable efforts to correct any failure by Lender to comply with Section 50(a)(6), Article XVI of the Texas Constitution.

In the event that, for any reason whatsoever, any obligation of Borrower or of Lender pursuant to the terms or requirements hereof or of any other loan document shall be construed to violate any of the provisions of the Texas Constitution applicable to Extensions of Credit as defined by Section 50(a)(6), Article XVI of the Texas Constitution, then any such obligation shall be subject to the provisions of this Section 19, and the document may be reformed, by written notice from Lender, without the necessity of the execution of any amendment or new document by Borrower, so that Borrower's or Lender's obligation shall be modified to conform to the Texas Constitution, and in no event shall Borrower or Lender be obligated to perform any act, or be bound by any requirement which would conflict therewith.

All agreements between Lender and Borrower are expressly limited so that any interest, Extension of Credit charge or fee collected or to be collected (other than by payment of interest) from Borrower, any owner or the spouse of any owner of the Property in connection with the origination, evaluation, maintenance, recording, insuring or servicing of the Extension of Credit shall not exceed, in the aggregate, the highest amount allowed by Applicable Law.

It is the express intention of Lender and Borrower to structure this Extension of Credit to conform to the provisions of the Texas Constitution applicable to Extensions of Credit as defined by Section 50(a)(6), Article XVI of the Texas Constitution. If, from any circumstance whatsoever, any promise, payment, obligation or provision of the Note, this Security Instrument or any other loan document involving this Extension of Credit transcends the limit of validity prescribed by Applicable Law, then any promise, payment, obligation or provision shall be reduced to the limit of such validity, or eliminated as a requirement if necessary for compliance with such law, and such document may be reformed, by written notice from Lender, without the necessity of the execution of any new amendment or new document by Borrower.

Lender's right-to-comply as provided in this Section 19 shall survive the payoff of the Extension of Credit. The provision of this Section 19 will supersede any inconsistent provision of the Note or this Security Instrument.

20. Hazardous Substances. As used in this Section 20: (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.

[Redacted Signature]

VMP-8036(TX) (0310)

Page 12 of 17

Initiate: [Signature] Fw: 3044.1 1/01 (rev. 10/03)

12/08/2006 7:21:36 AM

(05/2005)Rev.01

EXHIBIT F

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.

21. 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 17 unless Applicable Law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice will result in acceleration of the sums secured by this Security Instrument and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the non-existence of a default or any other defense of Borrower to acceleration and sale. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may invoke the power of sale and any other remedies permitted by Applicable Law. Insofar as allowed by Section 50(a)(6), Article XVI of the Texas Constitution, Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 21, including, but not limited to, court costs, reasonable attorneys' fees and costs of title evidence.

The lien evidenced by this Security Instrument may be foreclosed upon only by a court order. Lender may, at its option, follow any rules of civil procedure promulgated by the Texas Supreme Court for expedited foreclosure proceedings related to the foreclosure of liens under Section 50(a)(6), Article XVI of the Texas Constitution ("Rules"), as amended from time to time, which are hereby incorporated by reference. The power of sale granted herein shall be exercised pursuant to such Rules, and Borrower understands that such power of sale is not a confession of judgment or a power of attorney to confess judgment or to appear for Borrower in a judicial proceeding.

22. Power of Sale. It is the express intention of Lender and Borrower that Lender shall have a fully enforceable lien on the Property. It is also the express intention of Lender and Borrower that Lender's default remedies shall include the most expeditious means of foreclosure available by law. Accordingly, Lender and Trustee shall have all the powers provided herein except insofar as may be limited by the Texas Supreme Court. To the extent the Rules do not specify a procedure for the exercise of a power of sale, the following provisions of this Section 22 shall apply, if Lender invokes the power of sale. Lender or Trustee shall give notice of the time, place and terms of sale by posting and filing the notice at least 21 days prior to sale as provided by Applicable Law. Lender shall mail a copy of the notice of sale to Borrower in the manner prescribed by Applicable Law. Sale shall be made at public venue. The sale must begin at the

VMPID-8036(TX) (0310)

Page 13 of 17

Initials: [Redacted] Form 3044.1 1/01(rev.10/03)

12/08/2006 7:21:36 AM

(05/2005)Rev.01

EXHIBIT F

time stated in the notice of sale or not later than three hours after that time and between the hours of 10 a.m. and 4 p.m. on the first Tuesday of the month. Borrower authorizes Trustee to sell the Property to the highest bidder for cash in one or more parcels and in any order Trustee determines. Lender or its designee may purchase the Property at any sale. In the event of any conflict between such procedure and the Rules, the Rules shall prevail, and this provision shall automatically be reformed to the extent necessary to comply.

Trustee shall deliver to the purchaser who acquires title to the Property pursuant to the foreclosure of the lien a Trustee's deed conveying indefeasible title to the Property with covenants of general warranty from Borrower. Borrower covenants and agrees to defend generally the purchaser's title to the Property against all claims and demands. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all expenses of the sale, including, but not limited to, court costs and reasonable Trustee's and attorneys' fees; (b) to all sums secured by this Security Instrument; and (c) any excess to the person or persons legally entitled to it.

If the Property is sold pursuant to this Section 22, Borrower or any person holding possession of the Property through Borrower shall immediately surrender possession of the Property to the purchaser at that sale. If possession is not surrendered, Borrower or such person shall be a tenant at sufferance and may be removed by writ of possession or other court proceeding.

23. Release. Within a reasonable time after termination and full payment of the Extension of Credit, Lender shall cancel and return the Note to the owner of the Property and give the owner, in recordable form, a release of the lien securing the Extension of Credit or a copy of an endorsement of the Note and assignment of the lien to a lender that is refinancing the Extension of Credit. Owner shall pay only recordation costs. OWNER'S ACCEPTANCE OF SUCH RELEASE, OR ENDORSEMENT AND ASSIGNMENT, SHALL EXTINGUISH ALL OF LENDER'S OBLIGATIONS UNDER SECTION 50(a)(6), ARTICLE XVI OF THE TEXAS CONSTITUTION.

24. Non-Recourse Liability. Lender shall be subrogated to any and all rights, superior title, liens and equities owned or claimed by any owner or holder of any liens and debts outstanding immediately prior to execution hereof, regardless of whether said liens or debts are acquired by Lender by assignment or are released by the holder thereof upon payment.

Subject to the limitation of personal liability described below, each person who signs this Security Instrument is responsible for ensuring that all of Borrower's promises and obligations in the Note and this Security Instrument are performed.

Borrower understands that Section 50(a)(6)(C), Article XVI of the Texas Constitution provides that the Note is given without personal liability against each owner of the Property and against the spouse of each owner unless the owner or spouse obtained this Extension of Credit by actual fraud. This means that, absent such actual fraud, Lender can enforce its rights under this Security Instrument solely against the Property and not personally against the owner of the Property or the spouse of an owner.

If this Extension of Credit is obtained by such actual fraud, then, subject to Section 12, Borrower will be personally liable for the payment of any amounts due under the Note or this Security Instrument. This means that a personal judgment could be obtained against Borrower, if Borrower fails to perform Borrower's responsibilities under the Note or this Security Instrument, including a judgment for any deficiency that results from Lender's sale of the Property for an amount less than is owing under the Note, thereby subjecting Borrower's other assets to satisfaction of the debt.

If not prohibited by Section 50(a)(6)(C), Article XVI of the Texas Constitution, this Section 24 shall not impair in any way the lien of this Security Instrument or the right of Lender to collect all sums due under the Note and this Security Instrument or prejudice the right of Lender as to any covenants or conditions of the Note and this Security Instrument.

25. Proceeds. Borrower has not been required to apply the proceeds of the Extension of Credit to repay another debt except a debt secured by the Property or debt to another lender.

VMB-8038(T)(10310)

Page 14 of 17

Initials [redacted] R. J.
Form 3044.1 1/01 (rev. 10/03)

12/08/2006 7:21:36 AM

(05/2005)Rev.01

EXHIBIT F

26. **No Assignment of Wages.** Borrower has not assigned wages as security for the Extension of Credit.

27. **Acknowledgment of Fair Market Value.** Lender and Borrower have executed a written acknowledgment as to the fair market value of Borrower's Property on the date the Extension of Credit is made.

28. **Substitute Trustee; Trustee Liability.** All rights, remedies and duties of Trustee under this Security Instrument may be exercised or performed by one or more trustees acting alone or together. Lender, at its option and with or without cause, may from time to time, by power of attorney or otherwise, remove or substitute any trustee, add one or more trustees, or appoint a successor trustee to any Trustee without the necessity of any formality other than a designation by Lender in writing. Without any further act or conveyance of the Property the substitute, additional or successor trustee shall become vested with the title, rights, remedies, powers and duties conferred upon Trustee herein and by Applicable Law.

Trustee shall not be liable if acting upon any notice, request, consent, demand, statement or other document believed by Trustee to be correct. Trustee shall not be liable for any act or omission unless such act or omission is willful.

29. **Acknowledgment of Waiver by Lender of Additional Collateral.** Borrower acknowledges that Lender waives all terms in any of Lender's loan documentation (whether existing now or created in the future) which (a) create cross default; (b) provide for additional collateral; and/or (c) create personal liability for any Borrower (except in the event of actual fraud), for the Extension of Credit. This waiver includes, but is not limited to, any (a) guaranty; (b) cross collateralization; (c) future indebtedness; (d) cross default; and/or (e) dragnet provisions in any loan documentation with Lender.

8036(TX) (03/01)

Page 16 of 17

Initials:  R.R.

Form 3044.1 1/01 (rev. 10/03)

12/08/2006 7:21:36

(05/2005)Rev.01

EXHIBIT F

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.

[DO NOT SIGN IF THERE ARE BLANKS LEFT TO BE COMPLETED IN THIS DOCUMENT. THIS DOCUMENT MUST BE EXECUTED AT THE OFFICE OF LENDER, AN ATTORNEY AT LAW OR A TITLE COMPANY. YOU MUST RECEIVE A COPY OF THIS DOCUMENT AFTER YOU HAVE SIGNED IT.]

YOU MAY, WITHIN 3 DAYS AFTER CLOSING, RESCIND THIS EXTENSION OF CREDIT WITHOUT PENALTY OR CHARGE.

Printed Name: _____
(Please Complete)

Pervaitz Rahman (Seal)
PERVAITZ RAHMAN -Borrower

Printed Name: _____
(Please Complete)

Raufia Rahman (Seal)
RAUFIA RAHMAN -Borrower

N/A (Seal)
-Borrower

N/A (Seal)
-Borrower

N/A (Seal)
-Borrower

N/A (Seal)
-Borrower

N/A (Seal)
-Borrower

N/A (Seal)
-Borrower

VMP-8038(TX) 103101

Page 18 of 17

Form 3044.1 1/01 (rev. 10/03)

12/08/2006 7:21:36

(05/2005)Rev .01

EXHIBIT F

STATE OF TEXAS,

County ss: Dallas

Before me DAVID ZUNIGIA SEGURA on this day personally appeared

PERVAZ RAHMAN & RAUFIA RAHMAN

known to me (or proved to me on the oath of NA

or through TRDL to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she/they executed the same for the purposes and considerations therein expressed.

Given under my hand and official seal of office this 8 day of DECEMBER, 2006

David Zuniga Segura
Notary Public

My Commission Expires: 9-27-2010



401-177X (402)

Page 17 of 17



12/08/2006 7:21:36 AM

Handwritten initials

R.R.

(05/2005)Rev.01

EXHIBIT F

ELECTRONICALLY RECORDED 201800157215
06/14/2018 02:54:30 PM MOD 1/15

APN: [REDACTED]

Loan #: [REDACTED]

After Recording Return To
CitiMortgage, Inc.
1000 Technology Drive, MS 420R
O'Fallon, MO 63368-2240
Doc Prep/Booking & Closing

This document was prepared by:
Cynthia Irwin
On behalf of.
CitiMortgage, Inc.
1000 Technology Drive
O'Fallon, MO 63368-2240

Original Principal Amount: \$ 1,080,000.00
Unpaid Principal Amount: \$ 980,438.65
New Principal Amount: \$ 1,285,197.05
New Money (Cap): \$ 205,197.05

[Space Above This Line For Recording Data]

CITI AFFORDABLE MODIFICATION AGREEMENT
(Step Two of Two-Step Documentation Process)

This Loan Modification Agreement ("Modification Agreement"), made on April 13, 2018 ("Effective Date") between: PERVAIZ RAHMAN and RAUFIA RAHMAN ("Borrower") and CITIMORTGAGE, INC. AS SERVICER FOR CITIGROUP MORTGAGE LOAN TRUST INC. ASSET-BACKED PASS-THROUGH CERTIFICATES, SERIES 2007-AMC4, US BANK NATIONAL ASSOCIATION AS TRUSTEE ("Lender") amends and supplements:

- (1) the Mortgage, Deed of Trust or Security Deed (the "Security Instrument"), between PERVAIZ RAHMAN and RAUFIA RAHMAN and ARGENT MORTGAGE COMPANY, LLC dated 12/08/2006 and recorded on 01/03/2007 in Book or Liber number na, Page(s) na as Document 20070003138 in the public records of DALLAS County, in the State of Texas, and
- (2) the Note bearing the same date as, and secured by the Security Instrument, which covers the real and personal property described in the Security Instrument and defined therein as the "Property", located at 6422 TURNER WAY, DALLAS, TX 75230 the real property described being set forth as per your original loan document; and
- (3) if applicable, the Security Agreement (Pledge) giving Lender a security interest in the Citigroup Global Markets Account. The Security Instrument and, when applicable, the Security Agreement (Pledge) are referred to collectively as the "Security Instrument" in this Modification Agreement

SEE ATTACHED LEGAL DESCRIPTION

EXHIBIT F

If (i) my representations in Section 1 continue to be true in all material respects, (ii) all preconditions to the Modification set forth in Section 2 have been met, and (iii) I meet all Citi Affordable Modification program eligibility requirements, then this Citi Affordable Modification Agreement ("Modification Agreement") will, as set forth in Section 3, amend and supplement (1) the Mortgage on the Property, and (2) the Note secured by the Mortgage. The Mortgage and Note together, as they may previously have been amended, are referred to as the "Loan Documents." Capitalized terms used in this Modification Agreement and not defined have the meaning given to them in the Loan Documents.

I understand that after I sign and return two copies of this Modification Agreement to the Lender, the Lender will send me a signed copy of this Modification Agreement. This Modification Agreement will not take effect unless the preconditions set forth in Section 2 have been satisfied.

1. My Representations. I certify, represent to Lender and agree:

- A. I am experiencing a financial hardship, and as a result, (i) I am in default under the Loan Documents, or my default is imminent, and (ii) I do not have sufficient income or access to sufficient liquid assets to make the monthly mortgage payments now or in the near future;
- B. There has been no impermissible change in the ownership of the Property since I signed the Loan Documents. A permissible change would be any transfer that the lender is required by law to allow, such as a transfer to add or remove a family member, spouse or domestic partner of the undersigned in the event of a death or marriage.
- C. I have provided documentation for ALL income that I receive (and I understand that I am not required to disclose child support or alimony unless I chose to rely on such income when requesting to qualify for the Citi Affordable Modification program ("Modification Program"));
- D. Under penalty of perjury, all documents and information I have provided to Lender in connection with this Modification Agreement, including the documents and information regarding my eligibility for the Modification Program, are true and correct;
- E. If Lender requires me to obtain credit counseling in connection with the Modification Program, I will do so; and
- F. I have made or will make all payments required under a Trial Period Plan or Loan Workout Plan.

2. Acknowledgements and Preconditions to Modification. I understand and acknowledge that:

- A. If prior to the Modification Effective Date as set forth in Section 3 the Lender determines that any of my representations herein are no longer true and correct, or any covenant by me has not been performed, the Loan Documents will not be modified and this Modification Agreement will terminate. In that event, the Lender will have all of the rights and remedies provided by the Loan Documents; and
- B. I understand that the Loan Documents will not be modified unless and until (i) the Lender accepts this Modification Agreement by signing and returning a copy of it to me, and (ii) the Modification Effective Date (as defined in Section 3) has occurred. I further understand and agree that the Lender will not be obligated or bound to make any modification of the Loan Documents if I fail to meet any one of the requirements under this Modification Agreement.

3. The Modification. If my representations and covenants in Section 1 continue to be true in all material respects and all preconditions to the modification set forth in Section 2 have been met, the Loan Documents will automatically become modified on 04/01/18 (the "Modification Effective Date") and all unpaid late charges that remain unpaid will be waived. The first modified payment will be due on 05/01/18.

EXHIBIT F

- A. **Unpaid Principal Balance.** As of 04/01/18, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. \$1,286,498.55 consisting of the unpaid amounts loaned to Borrower, previously deferred amounts, if any, plus any interest and other amounts capitalized.
- B. **Waived or Forgiven Late Charges.** For and in consideration of the modification of the loan as described herein, Lender has agreed to waive or forgive accrued, unpaid late charges. The total amount of accrued, unpaid late charges waived or forgiven is U.S \$ 0.00.
- C. **Deferred Principal Balance.** For and in consideration of the modification of the loan as described herein, Lender has agreed to defer a portion of the Unpaid Principal Balance in an amount equal to \$ 0.00 ("Deferred Principal Balance"). The Deferred Principal Balance, if any, is in addition to the Modified Principal Balance and shall continue to be due and owing by Borrower to Lender; provided however, Lender agrees that for so long as Borrower makes the principal and interest payments in a timely manner and ultimately pays the Deferred Principal Balance to the extent obligated under the terms of the Note or Security Instrument, which if not sooner demanded, shall be due and payable upon the earlier of any voluntary loan payoff or on the Maturity Date, when the final balloon payment will become due and payable. Lender will not seek to enforce its security interest under the terms of the Security Instrument solely for failure to pay the Deferred Principal Balance prior to any voluntary loan payoff or the Maturity Date.
- D. **Principal Reduction.** You qualify for a total Principal Reduction in the amount of \$ 0.00. For and in consideration of the modification of the loan as described herein, Lender has agreed to forgive \$ 0.00 of the Unpaid Principal Balance on the Modification Effective Date. Any principal forgiveness will be reported to the Internal Revenue Service and may have tax consequences. Therefore, you are advised to seek guidance from a tax professional. **YOU MAY HAVE TO REPORT THE MORTGAGE FORGIVENESS ON YOUR TAX RETURN AND PAY INCOME TAX ON THIS MORTGAGE FORGIVENESS AMOUNT. SEE SECTION 5. TAX. PLEASE CONSULT A TAX ADVISOR.**
- E. **Modified Principal Balance.** Borrower acknowledges that the Modified Principal Balance payable under the Note and the Security Instrument shall be calculated as set forth below.

(i) Principal Balance	\$ 980,438.65
(ii) Accrued unpaid interest	\$ 297,195.45
(iii) Accrued unpaid late charges	\$ 0.00
(iv) Advances regarding delinquent real estate taxes or to pay insurance premiums	\$ 4,542.50
(v) Appraisal fees, attorney's fees, costs, foreclosure or other legal expenses and advances regarding prior lien-holder or other claims	\$ 4,321.95
(vi) Previously deferred amounts	\$ 0.00
Total (the "Unpaid Principal Balance" from Section 3(A))	\$ 1,286,498.55
Less:	
Forgiven Late Charges from Section 3(B)	\$ 0.00
Deferred Principal Balance from Section 3(C)	\$ 0.00
Principal Reduction from Section 3(D)	\$ 0.00
Forgiven appraisal fees, attorney's fees, costs, Foreclosure or other legal expenses and advances Regarding prior lien-holder or other claims	\$ 1,301.50
Forgiven previously deferred amounts	\$ 0.00

EXHIBIT F

Total (the "Modified Principal Balance") \$ 1,285,197.05

F. Repayment Terms. Borrower promises to pay the Modified Principal Balance, plus interest, to the order of Lender as set forth below:

- i. The maturity date is 02/01/42 (the "Maturity Date"). If on the Maturity Date Borrower still owes amounts under the Note and Security Instrument, as amended by this Modification Agreement, Borrower will pay these amounts in full on the Maturity Date.
- ii. The interest rate will begin to accrue as of 04/01/18 and the first new monthly payment on the Modified Principal Balance will be due on 05/01/18.
- iii. \$ 0.00 shall be the Deferred Principal Balance and I will not pay interest or make monthly payments on this amount.

The Modified Principal Balance shall be referred to as the "Interest Bearing Principal Balance" and this amount is \$ 1,285,197.05. Interest at the rate of 4.00000% will begin to accrue on the Interest Bearing Principal Balance as of 04/01/18 and the first new monthly payment on the Interest Bearing Principal Balance will be due on 05/01/18. My payment schedule for the modified Loan is as follows:

Years	Interest Rate	Interest Rate Change Date	Monthly Principal and Interest Payment Amount	Estimated Monthly Escrow Payment Amount*	Total Monthly Payment*	Payment Begins On	Number of Monthly Payments
1-Term	4.000%	04/01/18	\$6,977.93	\$ 2,712.83 may adjust periodically	\$ 9,690.76 may adjust periodically	05/01/18	286

*The escrow payments may be adjusted periodically in accordance with applicable law and therefore my total monthly payment may change accordingly.

The above terms shall supersede any provisions to the contrary in the Loan Documents, including but not limited to, provisions for an adjustable or step or simple interest rate.

Any terms of the Note or Security Instrument which would result in any further interest rate reduction, including without limitation a Timely Payment Rewards program, or Smart Step program, are hereby deleted and will not be applicable to the Note as modified herein. Further, any terms of the Note or Security Instrument which provide for an adjustment of the interest rate are hereby deleted.

I understand that, if I have a pay option adjustable rate mortgage loan, upon modification, the minimum monthly payment option, the interest-only or any other payment options will no longer be offered and that the monthly payments described in the above payment schedule for my modified loan will be the minimum payment that will be due each month for the remaining term of the loan. My modified loan will not have a negative amortization feature that would allow me to pay less than the interest due resulting in any unpaid interest to be added to the outstanding principal balance.

THIS LOAN IS PAYABLE IN FULL AT MATURITY. YOU MUST REPAY THE ENTIRE PRINCIPAL BALANCE OF THE LOAN AND UNPAID INTEREST THEN DUE. LENDER IS UNDER NO OBLIGATION TO REFINANCE THE LOAN AT THAT TIME. IF YOU REFINANCE THIS LOAN AT MATURITY, YOU MAY HAVE TO PAY SOME OR ALL OF THE CLOSING COSTS NORMALLY ASSOCIATED WITH A NEW LOAN, EVEN IF YOU OBTAIN REFINANCING FROM THE SAME LENDER.

EXHIBIT F

G. I will be in default if I do not comply with the terms of the Loan Documents, as modified by this Modification Agreement.

4. **Additional Agreements.** I agree to the following:

A. That all persons who signed the Loan Documents or their authorized representative(s) have signed this Modification Agreement, unless (i) a borrower or co-borrower is deceased; or (ii) the Lender has waived this requirement in writing

B That this Modification Agreement shall supersede the terms of any modification, forbearance, Trial Period Plan or Workout Plan that I previously entered into with Lender.

C. To comply, except to the extent that they are modified by this Modification Agreement, with all covenants, agreements, and requirements of the Loan Documents including my agreement to make all payments of taxes, insurance premiums, assessments, Escrow Items, Impounds, and all other payments, the amount of which may change periodically over the term of my Loan.

D. Funds for Escrow Items. I will pay to Lender on the day payments are due under the Loan Documents as amended by this Modification Agreement, until the Loan 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 the Mortgage 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 the Loan Documents; (d) mortgage insurance premiums, if any, or any sums payable to Lender in lieu of the payment of mortgage insurance premiums in accordance with the Loan Documents; and (e) any community association dues, fees, and assessments that Lender requires to be escrowed. These items are called "Escrow Items". I shall promptly furnish to Lender all notices of amounts to be paid under this Section 4.D. I shall pay Lender the Funds for Escrow Items unless Lender waives my obligation to pay the Funds for any or all Escrow Items. Lender may waive my 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, I 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. My obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in the Loan Documents, as the phrase "covenant and agreement" is used in the Loan Documents. If I am obligated to pay Escrow Items directly, pursuant to a waiver, and I fail to pay the amount due for an Escrow Item, Lender may exercise its rights under the Loan Documents and this Modification Agreement and pay such amount and I shall then be obligated 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 the Loan Documents, and, upon such revocation, I shall pay to Lender all Funds, and in such amounts, that are then required under this Section 4.D.

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 the Real Estate Settlement Procedures Act ("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 me for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays me 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

EXHIBIT F

shall not be required to pay me any interest or earnings on the Funds. Lender and I can agree in writing, however, that interest shall be paid on the Funds. Lender shall provide me, 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 me 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 me as required by RESPA, and I 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 me as required by RESPA, and I 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 the Loan Documents, Lender shall promptly refund to me any Funds held by Lender.

- E. That the Loan Documents as modified by this Modification Agreement are duly valid, binding agreements, enforceable in accordance with their terms and are hereby reaffirmed.
- F. That all terms and provisions of the Loan Documents, except as expressly modified by this Modification Agreement, remain in full force and effect; nothing in this Modification Agreement shall be understood or construed to be a satisfaction or release in whole or in part of the obligations contained in the Loan Documents; and that except as otherwise specifically provided in, and as expressly modified by, this Modification Agreement, the Lender and I will be bound by, and will comply with, all of the terms and conditions of the Loan Documents.
- G. That, as of the Modification Effective Date, notwithstanding any other provision of the Loan Documents, if all or any part of the Property or any interest in it is sold or transferred without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by the Mortgage. Lender shall not exercise this option if state or federal law, rules or regulations prohibit the exercise of such option as of the date of such sale or transfer. If Lender exercises this option, Lender shall give me notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which I must pay all sums secured by the Mortgage. If I fail to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by the Mortgage without further notice or demand on me.
- H. That, as of the Modification Effective Date, I understand that the Lender will only allow the transfer and assumption of the Loan, including this Modification Agreement, to a transferee of my property as permitted under the Garn St Germain Act, 12 U.S.C. Section 1701j-3. A buyer or transferee of the Property will not be permitted, under any other circumstance, to assume the Loan. Except as noted herein, this Modification Agreement may not be assigned to, or assumed by, a buyer or transferee of the Property.
- I. That, as of the Modification Effective Date, if any provision in the Note or in any addendum or amendment to the Note allowed for the assessment of a penalty for full or partial prepayment of the Note, such provision is null and void. Borrower has 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 Borrower makes a Prepayment, Borrower will tell the Lender in writing that Borrower is doing so. Borrower may not designate a payment as a Prepayment if Borrower has not made all the monthly payments due under the Note as herein modified.

If Borrower makes a partial Prepayment, there will be no changes in the due date or in the amount of the monthly principal and interest payment or term unless the Lender agrees in writing to those changes.

- J. That, I will cooperate fully with Lender in obtaining any title endorsement(s), or similar title insurance

EXHIBIT F

product(s), and/or subordination agreement(s) that are necessary or required by the Lender's procedures to ensure that the modified mortgage loan is in first lien position and/or is fully enforceable upon modification and that if, under any circumstance and notwithstanding anything else to the contrary in this Modification Agreement, the Lender does not receive such title endorsement(s), title insurance product(s) and/or subordination agreement(s), then the terms of this Modification Agreement will not become effective on the Modification Effective Date and the Modification Agreement will be null and void.

- K. That I will execute such other documents as may be reasonably necessary to either (i) consummate the terms and conditions of this Modification Agreement; or (ii) correct the terms and conditions of this Plan if an error is detected after execution of this Modification Agreement. I understand that a corrected Agreement or a letter containing the correction will be provided to me for my signature. At Lender's option, this Modification Agreement will be void and of no legal effect upon notice of such error. If I elect not to sign any such corrected documentation, the terms of the original Loan Documents shall continue in full force and effect, such terms will not be modified by this Modification Agreement, and I will not be eligible for a modification under the Citi Affordable Modification program.
- L. That Lender will collect and record personal information such as my name, address, telephone number, social security number, credit score, income, payment history, government monitoring information, and information about account balances and activity. I understand and consent to the disclosure of my personal information and the terms of any Program to (i) any servicer participating in the National Mortgage Settlement; (ii) individuals or companies that perform support services in conjunction with the National Mortgage Settlement Program; (iii) any state or federal governmental entity participating in the National Mortgage Settlement Program; and (iv) any investor, insurer, guarantor or servicer that owns, insures, guarantees or services my first lien or subordinate lien (if applicable) mortgage loan(s).
- M. That if any document related to the Loan Documents and/or this Modification Agreement is lost, misplaced, misstated, inaccurately reflects the true and correct terms and conditions of the loan as modified, or is otherwise missing, I will comply with the Lender's request to execute, acknowledge, initial and deliver to the Lender any documentation the Lender deems necessary. If the note is replaced, the Lender hereby indemnifies me against any loss associated with a demand on the Note. All documents the Lender requests of me under this Modification Agreement shall be referred to as "Documents". I agree to deliver the Documents within ten (10) days after I receive the Lender's written request for such replacement.
- N. That the mortgage insurance premiums on my Loan, if applicable, may increase as a result of the capitalization which will result in a higher total monthly payment. Furthermore, the date on which I may request cancellation of mortgage insurance may change as a result of the Modified Principal Balance
- O. I acknowledge that the Deferred Principal Balance set forth above may or may not be reflected in the loan amount reported by Lender to any credit reporting agency or reported as part of the balance on any receipt or statement issued by Lender, but nevertheless I acknowledge that such Deferred Principal Balance is due and payable as set forth above.
- P. Notwithstanding the foregoing, to the extent personal liability has been discharged in bankruptcy with respect to any amount payable under the Note, as modified herein, nothing contained herein shall be construed to impose personal liability to repay any such obligation where any obligations have been so discharged. If any bankruptcy proceeding is pending or completed during a time period related to entering this Modification Agreement, I understand that I enter this Modification Agreement voluntarily and that this Modification Agreement, or actions taken by the Lender in relation to this Modification Agreement, does not constitute a demand for payment or any attempt to collect any such obligation.

EXHIBIT F

5. **Tax.** The amount of debt forgiven (your mortgage balance) is generally income to you in the year forgiven, unless you qualify for a tax exclusion. You will be responsible for paying any income taxes due on your mortgage balance forgiven.

Lender will report to you and the Internal Revenue Service the amount of your mortgage balance forgiven on Form 1099-C, as required by law. Form 1099-C will be mailed to you by January 31 of the year following the year of the mortgage balance forgiveness. Please consult your tax advisor if you have any questions.

MERS LOAN. If this box is checked, the loan evidenced by the Security Instrument was assigned to or the Security Instrument was prepared in the name of the Mortgage Electronic Registration Systems, Inc. ("MERS"). MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns. MERS is the mortgagee/beneficiary/grantee 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, 1-(888) 679-6377. All references to Lender shall mean the Lender above and, to the extent referencing the mortgagee/beneficiary/grantee of the Security Instrument, shall reference MERS acting solely as nominee for Lender.

_____ [Space Below This Line For Acknowledgments] _____

EXHIBIT F

EXECUTED effective as of the day and year first above written.

BORROWER:


PERVAIZ RAHMAN

5/16/18

Date


RAUFIA RAHMAN

5/16/18

Date

EXHIBIT F

INDIVIDUAL ACKNOWLEDGEMENT

State of Texas
County of DALLAS

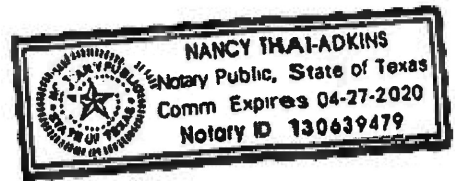
On this 10th day of May, in the year 2018, before me, the undersigned,
personally appeared, PERVAIZ RAHMAN

Pervaz Rahman

personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that HE/SHE executed the same in HIS/HER capacity, and that by HIS/HER signature on the instrument, the individual, or the person upon behalf of which the individual acted executed the instrument.

Notary Public Nancy Thai-Adkins

My Commission Expires: 4/27/2020



State of Texas
County of DALLAS

On this 10th day of May, in the year 2018, before me, the undersigned,
personally appeared, RAUFI RAHMAN

Raufi Rahman

personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that HE/SHE executed the same in HIS/HER capacity, and that by HIS/HER signature on the instrument, the individual, or the person upon behalf of which the individual acted executed the instrument.

Notary Public Nancy Thai-Adkins

My Commission Expires: 4/27/2020

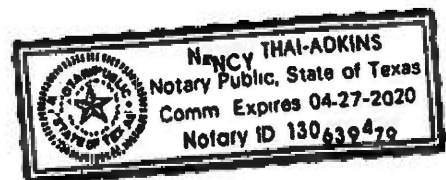
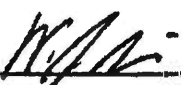


EXHIBIT F

ACCEPTED AND AGREED TO BY

**CITIMORTGAGE, INC. AS SERVICER FOR CITIGROUP MORTGAGE LOAN TRUST INC. ASSET-
BACKED PASS-THROUGH CERTIFICATES, SERIES 2007-AMC4, US BANK NATIONAL
ASSOCIATION AS TRUSTEE**

By: 

Name

**Warren Jay Silva
Document Control Officer
CitiMortgage, Inc.**

Title

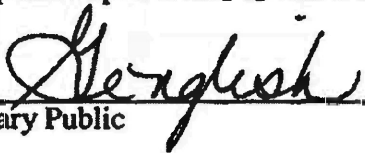
JUN 07 2018

Date

EXHIBIT F

STATE OF MISSOURI, ST. CHARLES COUNTY

On 06/07/2018 before me, the undersigned, a notary public in and for said state, personally appeared Warren Jay Silva Document Control Officer of CitiMortgage, Inc., personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.



Notary Public

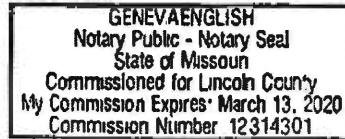


EXHIBIT F

LEGAL DESCRIPTION

LOT 10, IN BLOCK B/7453, OF PRESTON CLUB ESTATES, AN ADDITION TO THE CITY OF DALLAS, DALLAS COUNTY, TEXAS, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 15, PAGE 271, PLAT RECORDS, DALLAS COUNTY, TEXAS.

EXHIBIT F

TEXAS
LOAN AGREEMENT DISCLOSURE
Pursuant to Tx. Bus. & Comm. Code Ann. 26.02(e)

Loan Number: [REDACTED]

Date: May 14, 2018

Borrower(s): PERVAIZ RAHMAN, RAUFIA RAHMAN,
Property Address: 6422 TURNER WAY DALLAS, TX 75230
Lender: CitiMortgage, Inc.

THIS WRITTEN LOAN AGREEMENT REPRESENTS THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES.

THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.

ACKNOWLEDGEMENT

We have read the above document and acknowledge receiving a copy by signing below.

Pervai Rahman 5/16/18
Borrower: PERVAIZ RAHMAN Date

Raufia Rahman 5/16/18
Borrower: RAUFIA RAHMAN Date

Borrower: _____ Date

Borrower: _____ Date

CitiMortgage, Inc.

By: _____

Name

Title

Date

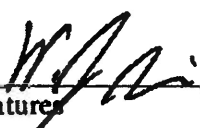
hs

Certificate of Preparation

Prepared by: Warren Jay Silva
CitiMortgage, Inc.
1000 Technology Drive (M.S. 321)
O'Fallon, MO 63368-2240
1-866-272-4749

Acct# [REDACTED]

This is to certify that this INSTRUMENT was prepared by CITIMORTGAGE Inc., one of the parties name in the instrument.



Preparer Signature
Warren Jay Silva
Document Control Officer

Filed and Recorded
Official Public Records
John F. Warren, County Clerk
Dallas County, TEXAS
06/14/2018 02:54:30 PM
\$82.00
201800157215



EXHIBIT C

EXHIBIT F

ELECTRONICALLY RECORDED 200900047981
AL 3 PGS

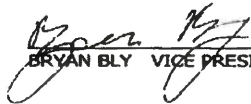
CRL#: [REDACTED]
CMI L#: [REDACTED]
Investor L#: [REDACTED]
Custodian: [REDACTED]
Effective Date: 02/11/2009

CORPORATE ASSIGNMENT OF DEED OF TRUST

FOR GOOD AND VALUABLE CONSIDERATION, the sufficiency of which is hereby acknowledged, the undersigned, **CITI RESIDENTIAL LENDING INC., AS ATTORNEY-IN-FACT FOR ARGENT MORTGAGE COMPANY, LLC, WHOSE ADDRESS IS 10801 E. 6TH STREET, RANCHO CUCAMONGA, CA 91730, (ASSIGNOR)**, by these presents does convey, grant, sell, assign, transfer and set over the described deed of trust together with the certain note(s) described therein together with all interest secured thereby, all liens, and any rights due or to become due thereon to **MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. ("MERS") A DELAWARE CORPORATION, ITS SUCCESSORS OR ASSIGNS, AS NOMINEE FOR CITIMORTGAGE INC. PO BOX 2026, FLINT, MI 48501, (ASSIGNEE)** Said Deed of Trust dated 12/08/2006 executed by **PERVAIZ RAHMAN AND RAUFIA RAHMAN** and recorded as Instr# 20070003138 in Book, Page in the records of Real Property of DALLAS County, Texas.

IN WITNESS WHEREOF, the said corporation has caused these to be signed by its duly authorized officer, THIS 13TH DAY OF FEBRUARY IN THE YEAR 2009

CITI RESIDENTIAL LENDING INC., AS ATTORNEY-IN-FACT FOR ARGENT MORTGAGE COMPANY, LLC
POA RECORDED: 11/21/2007 DOC#:2007-0420003


BRYAN BLY VICE PRESIDENT

form5/efrmtxgl

EXHIBIT F

CRL#: [REDACTED]
CMI L#: [REDACTED]
Investor L#: [REDACTED]
Custodian: [REDACTED]
Effective Date: 02/11/2009

STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me THIS 13TH DAY OF FEBRUARY IN THE YEAR 2009 by BRYAN BLY, personally known to me to be the VICE PRESIDENT of CITI RESIDENTIAL LENDING INC., AS ATTORNEY-IN-FACT FOR ARGENT MORTGAGE COMPANY, LLC, a corporation, on behalf of the corporation.



Bobbie Jo Stoldt Notary Public
Commission Expires: 11/06/2011



Document Prepared By: Robert E. Fletcher-c/o NTC,2100 Alt. 19 North, Palm Harbor, FL 34683
(800)346-9152
When Recorded Return to:
CITI RESIDENTIAL LENDING INC.
C/O NTC 2100 Alt. 19 North
Palm Harbor, FL 34683

[REDACTED] MERS PHONE 1-888-679-MERS form5/efrmtxgl
[REDACTED]

EXHIBIT F

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS



John F. Warren
John F. Warren, County Clerk
Dallas County TEXAS

February 19 2009 11:07 AM

FEE \$ 20.00
Page 51 of 64

200900047981

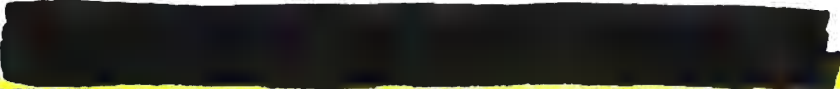
EXHIBIT F

10/28/2013 03:58:39 PM

201300335358 AL 1/1

Prepared By:
CITIMORTGAGE, INC
JILL TYNER
1000 TECHNOLOGY DRIVE, MS 321
O'FALLON , MO 63368-2240

Return To:
CT LIEN SOLUTIONS
PO BOX 29071
GLENDALE, CA 91209-9071
Phone#: 800-331-3282



ASSIGNMENT OF TEXAS HOME EQUITY SECURITY INSTRUMENT

MERS SIS # 888-679-6377 MIN: [REDACTED]

FOR VALUE RECEIVED, the receipt of which is hereby acknowledged, Mortgage Electronic Registration Systems, Inc. as nominee for CitiMortgage, Inc. its successors and assigns, whose address is Current Beneficiary Address: P.O. Box 2026, Flint, MI, 48501-2026, herein designated as the Assignor, does hereby grant, assign, and transfer over unto CITIGROUP MORTGAGE LOAN TRUST INC. ASSET-BACKED PASS-THROUGH CERTIFICATES, SERIES 2007-AMC4, U.S BANK NATIONAL ASSOCIATION AS TRUSTEE, whose mailing address is 809 S. 60th Street, Suite 210, West Allis, WI, 53214, herein designated as the Assignee, Original Beneficiary Name: Argent Mortgage Company, LLC, all rights accrued and to accrue under said Deed of Trust executed by Pervaiz Rahman and Raufia Rahman, to Original Trustee: Lawrence Young, Trustees, filed 01/03/2007 and recorded in Official Records Instrument No: 20070003138, of the Public Records Dallas County, Texas and encumbering the property more particularly described as follows:

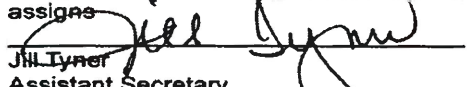
Loan Date: 12/08/2006

Description/Additional Information:

Lot 10, in Block B/7453, of Preston Club Estates, an addition to the City of Dallas, Dallas County, Texas, according to the Plat thereof Recorded in Volume 15, Page 271, Plat Records, Dallas County, Texas. More commonly known as: 6422 Turner Way, Dallas, Texas 75230
Parcel No. 00-00073-355-800-0000

IN WITNESS WHEREOF, the said Assignor has caused these presents to be executed in its name, on 10/17/2013.

Mortgage Electronic Registration Systems, Inc. as nominee for CitiMortgage, Inc. its successors and assigns


Jill Tyner
Assistant Secretary
STATE OF MISSOURI, ST. CHARLES COUNTY

On October 17, 2013 before me, the undersigned, a notary public in and for said state, personally appeared Jill Tyner, Assistant Secretary of Mortgage Electronic Registration Systems, Inc. as nominee for CitiMortgage, Inc. its successors and assigns personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

CORINA ANDERSON
Notary Public - Notary Seal
State of Missouri
Commissioned for Lincoln County
My Commission Expires: March 21, 2016
Commission Number: 12318012


Notary Public Corina Anderson

Commission Expires: 03/21/2016
Acting in the County of St. Charles County

Filed and Recorded
Official Public Records
John F. Warren, County Clerk
Dallas County, TEXAS
10/28/2013 03:58:39 PM
\$16.00



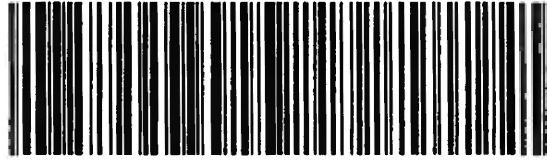


EXHIBIT D

EXHIBIT F

PO Box 77404
Ewing NJ 08628

USPS CERTIFIED MAIL™



9314 8200 1910 0033 5837 01

+ 0341316 000000033 09D02 00744190 M0

Pervaiz Rahman
Raufia Rahman
8078 Acoma Ln
Dallas TX 75252 8031





September 09, 2019

Pervaiz Rahman
Raufia Rahman
8078 Acoma Ln
Dallas TX 75252 8031

RE: Loan Number: [REDACTED]
Property Address: 6422 Turner Way
Dallas TX 75230

Dear Borrower(s):

Our records reflect that you are delinquent on your mortgage loan payments. The Promissory Note provides that you are required to make regular monthly payments.

1. You are in default of your loan due to your failure to pay the monthly installment due July 01, 2019, and on the same day of each month thereafter.
2. The default stated in number 1 above must be cured on or before October 14, 2019 in the amount of \$ 30040.71. Payment must be made payable to us and be in the form of certified funds. Personal checks will not be accepted.
3. Failure to cure the default on or before the date specified in number 2 will result in the acceleration of the unpaid principal balance of \$ 1,244,548.63, along with any and all unpaid interest. Your loan may be referred for foreclosure, which could lead to the sale of the mortgaged property.
4. You have the right to reinstate the loan after acceleration only as permitted by any reinstatement provisions contained within the loan documents or by any state or Federal laws. Reinstatement may include reasonable expenses incurred to protect our lien. These fees may include, but are not limited to, reasonable attorney and trustee fees. Upon reinstatement, your loan will remain in force as if no acceleration had occurred.
5. You also have the right to pursue a court action to prove the non-existence of a default or any other defense you may have against the acceleration and subsequent foreclosure of your loan.

EXHIBIT F

Page 2

Loan Number: 

6. Unless you dispute the validity of this debt, or any portion thereof, within thirty five (35) days of receipt of this notice, the debt will be assumed by us to be valid.
7. If you notify our office in writing within thirty five (35) days of receipt of this notice that the debt, or any portion thereof, is disputed, we will mail you a copy of the verification of debt.
8. **ASSERT AND PROTECT YOUR RIGHTS AS A MEMBER OF THE ARMED FORCES OF THE UNITED STATES. IF YOU ARE OR YOUR SPOUSE IS SERVING ON ACTIVE DUTY, INCLUDING ACTIVE MILITARY DUTY AS A MEMBER OF THE TEXAS NATIONAL GUARD OR THE NATIONAL GUARD OF ANOTHER STATE OR AS A MEMBER OF A RESERVE COMPONENT OF THE ARMED FORCES OF THE UNITED STATES, PLEASE SEND WRITTEN NOTICE OF THE ACTIVE DUTY MILITARY SERVICE TO THE SENDER OF THIS NOTICE IMMEDIATELY.**
9. A deficiency judgement may be pursued following foreclosure proceedings according to the terms of your loan documents and as permitted by law. Please be advised, if your debt was discharged in bankruptcy, a deficiency judgement will not be pursued.

We want to work with you to resolve the default and urge you to contact the undersigned for proper attention and/or contact legal counsel to discuss any additional rights you may have to protect your interest in the mortgaged property.

Sincerely,

Loan Servicing Department

THIS COMMUNICATION IS FROM A DEBT COLLECTOR. THIS IS AN ATTEMPT TO COLLECT A DEBT AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE. If you are in active bankruptcy, this notice is for informational purposes only and is not an attempt to collect a debt in violation of the bankruptcy automatic stay. Your loan will be administered in your bankruptcy case. You have no affirmative obligation to respond to this notice.

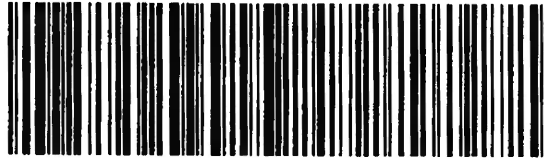
NOTICE REGARDING DEBT DISCHARGED IN BANKRUPTCY - This notice is for informational purposes only and is not an attempt to collect a debt for which your personal liability has been discharged in bankruptcy. You no longer have any personal liability in connection with this mortgage loan and nothing in this notice is intended to state or imply otherwise. This notice is being sent with respect to our lien interest in the mortgaged property only. Any action taken is for the sole purpose of protecting our lien interest in the mortgaged property including the right to foreclose the mortgaged property. If you wish to retain your property, you may pay the amount due under the loan. Failure to make such payments to retain your property may only result in our exercising any lien rights against the mortgaged property and will not result in any personal liability to you.

XC031 042 CJR MO

EXHIBIT F

PO Box 77404
Ewing NJ 08628

USPS CERTIFIED MAIL™



9314 8200 1910 0033 5838 00

+ 0341316 000000032 09DC02 00944190 M0

Pervaiz Rahman
Raufia Rahman
6422 Turner Way
Dallas TX 75230





September 09, 2019

Pervaiz Rahman
Raufia Rahman
6422 Turner Way
Dallas TX 75230

RE: Loan Number: [REDACTED]
Property Address: 6422 Turner Way
Dallas TX 75230

Dear Borrower(s):

Our records reflect that you are delinquent on your mortgage loan payments. The Promissory Note provides that you are required to make regular monthly payments.

1. You are in default of your loan due to your failure to pay the monthly installment due July 01, 2019, and on the same day of each month thereafter.
2. The default stated in number 1 above must be cured on or before October 14, 2019 in the amount of \$ 30040.71. Payment must be made payable to us and be in the form of certified funds. Personal checks will not be accepted.
3. Failure to cure the default on or before the date specified in number 2 will result in the acceleration of the unpaid principal balance of \$ 1,244,548.63, along with any and all unpaid interest. Your loan may be referred for foreclosure, which could lead to the sale of the mortgaged property.
4. You have the right to reinstate the loan after acceleration only as permitted by any reinstatement provisions contained within the loan documents or by any state or Federal laws. Reinstatement may include reasonable expenses incurred to protect our lien. These fees may include, but are not limited to, reasonable attorney and trustee fees. Upon reinstatement, your loan will remain in force as if no acceleration had occurred.
5. You also have the right to pursue a court action to prove the non-existence of a default or any other defense you may have against the acceleration and subsequent foreclosure of your loan.

EXHIBIT F

Page 2

Loan Number: [REDACTED]

6. Unless you dispute the validity of this debt, or any portion thereof, within thirty five (35) days of receipt of this notice, the debt will be assumed by us to be valid.
7. If you notify our office in writing within thirty five (35) days of receipt of this notice that the debt, or any portion thereof, is disputed, we will mail you a copy of the verification of debt.
8. **ASSERT AND PROTECT YOUR RIGHTS AS A MEMBER OF THE ARMED FORCES OF THE UNITED STATES. IF YOU ARE OR YOUR SPOUSE IS SERVING ON ACTIVE DUTY, INCLUDING ACTIVE MILITARY DUTY AS A MEMBER OF THE TEXAS NATIONAL GUARD OR THE NATIONAL GUARD OF ANOTHER STATE OR AS A MEMBER OF A RESERVE COMPONENT OF THE ARMED FORCES OF THE UNITED STATES, PLEASE SEND WRITTEN NOTICE OF THE ACTIVE DUTY MILITARY SERVICE TO THE SENDER OF THIS NOTICE IMMEDIATELY.**
9. A deficiency judgement may be pursued following foreclosure proceedings according to the terms of your loan documents and as permitted by law. Please be advised, if your debt was discharged in bankruptcy, a deficiency judgement will not be pursued.

We want to work with you to resolve the default and urge you to contact the undersigned for proper attention and/or contact legal counsel to discuss any additional rights you may have to protect your interest in the mortgaged property.

Sincerely,

Loan Servicing Department

THIS COMMUNICATION IS FROM A DEBT COLLECTOR. THIS IS AN ATTEMPT TO COLLECT A DEBT AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE. If you are in active bankruptcy, this notice is for informational purposes only and is not an attempt to collect a debt in violation of the bankruptcy automatic stay. Your loan will be administered in your bankruptcy case. You have no affirmative obligation to respond to this notice.

NOTICE REGARDING DEBT DISCHARGED IN BANKRUPTCY - This notice is for informational purposes only and is not an attempt to collect a debt for which your personal liability has been discharged in bankruptcy. You no longer have any personal liability in connection with this mortgage loan and nothing in this notice is intended to state or imply otherwise. This notice is being sent with respect to our lien interest in the mortgaged property only. Any action taken is for the sole purpose of protecting our lien interest in the mortgaged property including the right to foreclose the mortgaged property. If you wish to retain your property, you may pay the amount due under the loan. Failure to make such payments to retain your property may only result in our exercising any lien rights against the mortgaged property and will not result in any personal liability to you.

XC081 029 CJR MO

EXHIBITE

USPS Tracking®

[FAQs>](#)

Track Another Package +

Tracking Number: 9314820019100033583701

[Remove X](#)

Your package is moving within the USPS network and is on track to be delivered to its final destination. It is currently in transit to the next facility.

In-Transit

September 18, 2019
In Transit to Next Facility

Feedback

Return Receipt Electronic



Tracking History



September 18, 2019

In Transit to Next Facility

Your package is moving within the USPS network and is on track to be delivered to its final destination. It is currently in transit to the next facility.

September 14, 2019, 4:42 am

Departed USPS Regional Facility
DALLAS TX DISTRIBUTION CENTER

September 13, 2019, 2:25 pm

Arrived at USPS Regional Destination Facility
DALLAS TX DISTRIBUTION CENTER

September 11, 2019, 10:02 pm
Arrived at USPS Regional Origin Facility
BIRMINGHAM AL DISTRIBUTION CENTER

September 11, 2019, 8:47 pm
Accepted at USPS Regional Origin Facility
BIRMINGHAM AL DISTRIBUTION CENTER

September 10, 2019
Pre-Shipment Info Sent to USPS, USPS Awaiting Item

Product Information



See Less ^

Feedback

Tracking Number: 9314820019100033583800

Remove X

Your package is moving within the USPS network and is on track to be delivered to its final destination. It is currently in transit to the next facility.

In-Transit

September 23, 2019
In Transit to Next Facility

Return Receipt Electronic



Tracking History



September 23, 2019
In Transit to Next Facility

Your package is moving within the USPS network and is on track to be delivered to its final destination. It is currently in transit to the next facility.

September 19, 2019, 4:45 am
Departed USPS Regional Facility
DALLAS TX DISTRIBUTION CENTER

September 18, 2019, 7:32 am
Arrived at USPS Regional Destination Facility
DALLAS TX DISTRIBUTION CENTER

September 17, 2019, 5:03 pm
Forwarded
DALLAS, TX

September 16, 2019, 6:05 pm
Available for Pickup
DALLAS, TX 75251

September 16, 2019, 10:32 am
Out for Delivery
DALLAS, TX 75230

September 16, 2019, 6:39 am
Arrived at Unit
DALLAS, TX 75230

September 12, 2019, 8:02 pm
Departed USPS Regional Origin Facility
BIRMINGHAM AL DISTRIBUTION CENTER

September 11, 2019, 10:02 pm
Arrived at USPS Regional Origin Facility
BIRMINGHAM AL DISTRIBUTION CENTER

September 11, 2019, 8:47 pm
Accepted at USPS Regional Origin Facility
BIRMINGHAM AL DISTRIBUTION CENTER

Feedback

September 10, 2019

Pre-Shipment Info Sent to USPS, USPS Awaiting Item

Product Information



See Less ^

Can't find what you're looking for?

Go to our FAQs section to find answers to your tracking questions.

FAQs

Feedback