

CAUSE NO. _____

MARIE M. VICTOR AND
BRIAN A. BREWER - TRUSTEE

v.

FIRST GUARANTY MORTGAGE
CORPORATION

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IN THE DISTRICT COURT OF

HARRIS COUNTY, TEXAS

_____ JUDICIAL DISTRICT

STATE OF TEXAS

COUNTY OF HARRIS

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KNOW ALL MEN BY THESE PRESENTS:

AFFIDAVIT OF MARIE M. VICTOR

BEFORE ME, the undersigned authority, on this day personally appeared Marie M. Victor who, being duly sworn, deposes and says:

1. "My name is Marie M. Victor. I am the Plaintiff in the above-captioned lawsuit. I have read the Plaintiff's Original Petition, Application for Injunctive Relief, and Request for Disclosures to which this Affidavit relates and offer this Affidavit in support of the statements and arguments asserted therein.
2. The subject matter of this lawsuit is the real property and the improvements thereon located at 20703 Cameo Rose Drive, Cypress, TX 77433 (the "Property").
3. My husband Nesly and I purchased the Property on or about December 30, 2013. During the process of purchasing the Property, I executed a Note in the amount of \$277,319 as well as a Deed of Trust in which Everett Financial, Inc. is listed as the Lender.
4. Upon information and belief, the Note and Deed of Trust were subsequently transferred to First Guarantee Mortgage Corporation ("FGMC") for which Roundpoint Mortgage Servicing Corporation ("Roundpoint") acts as the loan servicer.
5. I began to have financial difficulties during the term of the loan. Realizing that I may soon become in default on my mortgage payments, I entered into debt restructuring negotiations with Roundpoint in order to modify the terms and conditions of the loan.

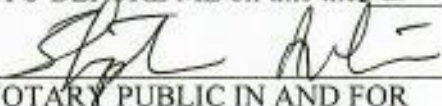
6. I was offered a loan modification by Roundpoint during October 2016. A Roundpoint representative assured me that if I gathered and submitted all of the required documents along with a loan modification application at least 37 days prior to a foreclosure sale, FGMC would not be able to foreclose on my Property until my application had been accepted or denied and I had been provided the opportunity to appeal that decision if needed. Additionally, Roundpoint's representative told me to cease making mortgage payments until the loan modification was completed. Further, the Roundpoint representative stated that she was memorializing the conversation in her notes and that the agreement to defer any foreclosure proceedings pending loan modification review would be signed by her supervisor and mailed to me - I continue to await that agreement.
7. In reliance on the agreement, I promptly gathered and submitted all the required documents along with a loan modification application on November 16, 2016. I contacted Roundpoint on November 20, 2016 to confirm receipt of the loan modification application and supplemental documents. A Roundpoint representative confirmed that the application was complete and under review – this was my first complete loan modification application. As such, I ceased all other loss mitigation options.
8. I was approached by Brian A. Brewer - Trustee ("Brewer") in May 2017 who offered to help me with my mortgage issues by paying off my mortgage loan, purchasing the Property from me, and renting the property back to me. To facilitate the process, I executed a Special Warranty Deed whereby I transferred my ownership interest in the Property to Brewer subject to the existing mortgage with FGMC.
9. Because I had not received a formal acceptance or denial of my loan modification application, I believed my loan modification was imminent until I received a Notice of Trustee's Sale informing me that Roundpoint posted my Property for foreclosure sale on April 3, 2018. Apparently, Roundpoint initiated foreclosure proceedings despite their assurances to me that FGMC would not be able to foreclose on the Property if a complete loan modification application was submitted at least 37 days prior to a foreclosure sale and without approving or denying the loan modification application as well as providing the required appeal period.

I have read the foregoing Affidavit and attest that the information contained therein is true and correct in all respects based upon my personal knowledge.



MARIE M. VICTOR

SUBSCRIBED AND SWORN TO BEFORE ME on this the 25TH day of March, 2018.



NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS
My commission expires:

09-18-2021

