

CAUSE NO. \_\_\_\_\_

CONRELL HADLEY

v.

U.S. BANK, N.A.

§  
§  
§  
§  
§

IN THE DISTRICT COURT OF

HARRIS COUNTY, TEXAS

\_\_\_\_\_ JUDICIAL DISTRICT

**PLAINTIFF'S ORIGINAL PETITION, APPLICATION FOR INJUNCTIVE RELIEF,  
AND REQUEST FOR DISCLOSURES**

TO THE HONORABLE JUDGE OF SAID COURT:

COMES NOW Conrell Hadley, Plaintiff herein, filing this his Original Petition, Application for Injunctive Relief, and Request for disclosures complaining of U.S. Bank, N.A., Defendant herein, and for causes of action would respectfully show the Court as follows:

**DISCOVERY**

1. Plaintiff intends to conduct discovery under Texas Rules of Civil Procedure 190.3 (Level 2).

**PARTIES**

2. Conrell Hadley is an individual who resides in Harris County, Texas and may be served with process on the undersigned legal counsel.

3. U.S. Bank, N.A. is an entity which conducts business in Harris County, Texas and may be served with process as follows:

U.S. Bank, N.A.  
c/o Corporation Service Company  
800 Nicollet Mall, BC-MN, H190  
Minneapolis, MN 55402

## **JURISDICTION AND VENUE**

5. The Court has jurisdiction over U.S. Bank, N.A. because this is an entity which conducts business Harris County, Texas.

6. The Court has jurisdiction over the controversy because the damages are within the jurisdictional limits of the Court. Venue is mandatory in Harris County, Texas because the subject matter of the lawsuit involves real property which is located in Harris County, Texas. Further, all or a substantial part of the events or omissions giving rise to Plaintiff's causes of action against Defendant occurred in Harris County, Texas thus venue is proper under §15.002(a)(1) of the Texas Civil Practice and Remedies Code.

## **RELEVANT FACTS**

6. The subject matter of this lawsuit is the real property and the improvements thereon located at 4835 Canyon Shore Drive, Humble, TX 77396 (the "Property").

7. Conrell Hadley ("Hadley") purchased the Property on or about June 27, 2006. During this process, Hadley executed a Note ("Note") as well as a Deed of Trust (the "Deed of Trust") in which Mortgage Electronic Registration Systems, Inc. is listed as the Lender.

8. Upon information and belief, the Deed of Trust was subsequently transferred to U.S. Bank, N.A. ("U.S. Bank"), for which Specialized Loan Servicing, LLC ("SLS") the loan servicer, under assignment, but the original Deed of Trust was not assigned properly.

9. The alleged assignment of the Deed of Trust does not meet the requisites of a valid assignment and, therefore, the chain of title is broken from the original lender.

10. Hadley was very consistent about paying his mortgage; however, when COVID 19 struck the U.S., Hadley began to have financial difficulties. He immediately called U.S. Bank to inform them of the circumstances and obtain financial help. U.S. Bank informed him that

because his loan was a federally backed loan, he was eligible for relief programs such as forbearance. Without explaining in detail how a forbearance works, and without offering any other relief programs such as loan modification, U.S. Bank immediately put him into a 12-month forbearance program.

11. More importantly, while informing Hadley that his loan would be put into forbearance, they DID NOT explain to him what would happen at the end of the forbearance period. They simply told him that he would be able to resume his mortgage payments once the forbearance expired. In fact, they specifically informed him that he would not need to submit a large lump sum payment at the end of the forbearance.

12. Accordingly, Hadley agreed and the forbearance was initiated in November 2020 and was scheduled to end in November 2021. In December 2021, Hadley received correspondence from U.S. Bank informing him that his forbearance was about to end. He contacted U.S. Bank and was told that in order for him to resume payments, he would need to submit a lump sum payment of approximately \$40,000, which represents the amount of deferred mortgage payments due to the forbearance. This was not the same thing he was told when U.S. Bank offered to put him into a forbearance program. Hadley inquired as to if he could apply for a loan modification but was told he did not qualify.

14. Hadley felt lied to. He was confused as to why he was told he could resume his mortgage payments upon expiration of the forbearance if he would first be required to submit a large lump sum payment. Even more confusing was why U.S. Bank would put his loan into forbearance if he was never eligible for a loan modification to begin with. U.S. Bank failure to explain the process for getting out of forbearance as well as their lack of diligence to provide a relief program that would actually allow Hadley to keep his Property is shocking to say the least.

15. Hadley continued contact with U.S. Bank hoping to resolve the situation and save his home; however, in June 2023, he began receiving phone calls/mail from investors and attorneys offering to help him stop the coming foreclosure sale scheduled for July 5, 2023. Hadley was shocked because he had not received a notice of default, notice of acceleration, or notice of foreclosure sale. Apparently, U.S. Bank posted his Property for foreclosure sale in violation of the Texas Property Code by failing to do so which effectively prevent them from foreclosing as this is also a violation of the Deed of Trust and Hadley's due process rights.

16. Further, Plaintiff is informed and believes, and thereon alleges, that in order to conduct a foreclosure action, a person or entity must have standing under the deed of trust and statute. Plaintiff is informed and believes, and thereon alleges, that in order to assign a deed of trust, some person or entity must rightfully hold the note that the deed of trust secures payment on; an assignment of the mortgage note carries the deed of trust with it, while an assignment of the deed of trust alone is a nullity.

17. U.S. Bank cannot produce any evidence that the Hadley's mortgage note has ever been transferred to them. Any attempt to transfer the beneficial interest of a deed of trust without actual ownership of the underlying mortgage note is void under the law. Therefore, U.S. Bank cannot establish that is entitled to assert a claim in this case such that the assignment to U.S. Bank was effective at all. As such, Defendant U.S. Bank does not have standing to foreclosure on the Property.

18. Accordingly, Plaintiff alleges that Defendant is attempting to sell his Property at a foreclosure sale on July 5, 2023 in violation of the Deed of Trust, the Texas Property Code and Plaintiff's due process rights.

## CLAIMS

### **AGENCY & RESPONDEAT SUPERIOR**

19. Wherever it is alleged that Defendant did anything, or failed to do anything, it is meant that such conduct was done by Defendant's employees, vice principals, agents, attorneys, affiliated entities, and/or previous owners of the Note, in the normal or routine scope of their authority, or ratified by Defendant, or done with such apparent authority so as to cause Plaintiff to reasonably rely that such conduct was within the scope of their authority. Plaintiff did rely to Plaintiff's detriment on Defendant's representatives being vested with authority for their conduct. Defendant is vicariously liable for the conduct of their employees, vice principals, agents, attorneys, affiliated entities, representatives of Defendant's affiliated entities, and previous owners of the Note by virtue of respondeat superior, apparent authority, and estoppel doctrines.

### **FIRST CAUSE OF ACTION: DECLARATORY JUDGMENT**

20. To the extent not inconsistent herewith, Conrell Hadley ("Hadley") incorporates by reference the allegations made in paragraphs 1 through 19 as if set forth fully herein.

21. Plaintiffs made, presented, or used the assignment associated with the mortgage loan with knowledge that the documents or other records are fraudulent court records or fraudulent liens or claims against the real property. Additionally, Defendant falsely and fraudulently prepared documents required for Defendant to foreclose as a calculated and fraudulent business practice.

22. Therefore, Plaintiff seeks a determination of the rights of the parties pursuant to Tex. Civ. Prac. & Rem. Code Ann. § 37.001 (West). An actual controversy has arisen and now exists between Plaintiff and Defendant regarding their respective rights and duties, in that

Plaintiff contends that Defendant did not have the right to foreclose on the Property because Defendant has failed to perfect any security interest in the mortgage note as a real party in interest. Thus, the purported power to foreclose, or even to collect monetarily on the note, does not now apply.

23. Plaintiff seeks a determination that Defendant is liable for having failed to properly record all releases, transfers, assignments or other actions relating to instruments Defendant filed or caused to be filed, registered or recorded in the deed of records of Texas in the same manner as the original instrument was required to filed, registered or recorded.

24. Plaintiff seeks a determination that the power of sale in the Deed of Trust has no force and effect at this time as to Defendant because Defendant's actions in processing, handling, and foreclosure of this loan involved fraudulent, false, deceptive and/or misleading practices including, but not limited to, violations of Texas laws meant to protect the property records and property owner's/mortgage borrowers.

24. Plaintiff seeks a determination that because Defendant does not have standing to initiate foreclosure of the property, that any and all notices sent by Defendant regarding default or foreclosure be declared invalid.

25. Plaintiff seeks a declaratory judgment for quiet title, thereby voiding all documents on file indicating any interest of Defendant in the Property pursuant to the Deed of Trust, subsequent assignment thereof, appointment of substitute trustee documents and voiding any interest in the name of Defendant in the Property. Furthermore, Plaintiff is entitled to peaceful and quiet possession of the Property against Defendant now and forever.

26. Plaintiff seeks a declaratory judgment that U.S. Bank had the duty to fully inform Plaintiff of what a forbearance was, what would be required to resume mortgage payments upon

expiration of the forbearance, and to make sure Plaintiff would meet the prerequisites to obtain a loan modification once the forbearance expired.

**SECOND CAUSE OF ACTION:  
BREACH OF CONTRACT**

26. To the extent not inconsistent herewith, Conrell Hadley (“Hadley”) incorporates by reference the allegations made in paragraphs 1 through 18 as if set forth fully herein.

27. The actions committed by U.S. Bank, N.A. (“U.S. Bank”) constitute breach of contract because:

- A. There exists a valid, enforceable contract between Hadley and U.S. Bank;
- B. Hadley has standing to sue for breach of contract;
- C. Hadley performed, tendered performance, or was excused from performing his contractual obligations;
- D. U.S. Bank breached the contract; and
- E. The breach of contract by U.S. Bank caused Hadley’s injury.

**THIRD CAUSE OF ACTION:  
COMMON LAW FRAUD**

28. To the extent not inconsistent herewith, Conrell Hadley (“Hadley”) incorporates by reference the allegations made in paragraphs 1 through 19 as if set forth fully herein.

29. The actions committed by U.S. Bank, N.A. (“U.S. Bank”) constitute common law fraud because U.S. Bank made false and material representations to Hadley when informing Hadley that his loan would be put into forbearance upon the expiration of which he would be able to resume mortgage payments. It wasn’t until the forbearance was about to expire that U.S. Bank informed Hadley that he would need to “qualify” for the loan modification...or pay a very large lump sum payment. U.S. Bank then used this deception to create the default they eventually are

now attempting to foreclose on. U.S. Bank knew that the representations were false or made these representations recklessly, as a positive assertion, and without knowledge of its truth. In addition, U.S. Bank made these representations with the intent that Hadley act on them and Hadley relied on these representations which caused Hadley's injury.

**FOURTH CAUSE OF ACTION:  
VIOLATIONS OF THE TEXAS DEBT COLLECTION ACT**

30. To the extent not inconsistent herewith, Conrell Hadley ("Hadley") incorporates by reference the allegations made in paragraphs 1 through 17 as if set forth fully herein.

31. This includes an action for violations of the Texas Debt Collection Act ("TDCA") against Defendants. *See* Tex. Fin. Code § 392.001 et seq.

32. Taylor is a "consumer" within the meaning of Section 392.001 of the Texas Finance Code, and the debt in question relating to the Property is a "consumer debt" within the meaning of such statute.

33. Defendants are debt collectors. "Debt collection" is defined as the act or practice "in collecting, or in soliciting for collection, consumer debts that are due or alleged to be due a creditor." A "debt collector" therefore includes a creditor who is collecting its own debt. *Smith v. Heard*, 980 S.W.2d 693, (Tex. App.—San Antonio, 1998, pet. denied) (A creditor is not excused from following the provisions of the TDCA on the basis that the debt is owed directly to the creditor).

34. The acts, omissions, and conduct of Defendants, as alleged above, herein, and below, constitute violations of the following provisions of the TDCA:

- a. Using a fraudulent, deceptive, or misleading representation that misrepresent[s] the character, extent, or amount of a consumer debt."

Tex. Fin. Code § 392.304(a)(8).



- b. Misrepresenting the status or nature of the services rendered by the debt collector. *See* Tex. Fin. Code § 392.304(a)(14).
- c. Using other false representation or deceptive means to collect a debt. *See* Tex. Fin. Code § 392.304(a)(19).

35. Defendants seek to sell the Property at a foreclosure sale while at the same time committing fraud, breach of contract, and violating the Texas Property Code. This is a violation of state law, which in turn is also a violation of TDCA Section 392.301(a)(8). While Defendants may have had contractual authority under the deed of trust to conduct a nonjudicial foreclosure sale in certain circumstances, Defendants sought to foreclose while committing acts in violation of state law. Therefore, by moving forward with foreclosure proceedings, Defendants are taking an action prohibited by law and in violation of the TDCA.

36. Defendants also made a significant misrepresentation to Plaintiff about the status of his loan and their own services constituting violations of TDCA Sections 392.304(a)(8) and 392.304(a)(14).

37. Defendants misrepresented to Plaintiff that he would be able to resume payments on his mortgage upon expiration of the forbearance program knowing he would first need to either pay a lump sum payment OR qualify for a loan modification. Each time this representation was made, it was false, misleading, and deceptive in violation of TDCA Section 392.304(a)(8).

38. These statements were misrepresentations not only about the status and delinquency of Plaintiff's loan but also the status and nature of services that Defendant and its representatives were providing. Therefore, these misrepresentations also violated TDCA Section 392.304(a)(14).

39. As a result of these violations of the TDCA, Plaintiff is entitled to relief provided by Section 392.403, including but not limited to recovery of all actual damages sustained as a

result of violations of the TDCA, all actual direct and indirect economic damages, damages for lost time, damages for mental anguish and emotional distress, damages resulting from payment of excess or additional interest, and any consequential damages. Plaintiff is also entitled to exemplary damages and attorneys' fees. *See* Tex. Fin. Code § 392.403.

#### Actual Damages

40. Plaintiff has lost the opportunity to build equity in the Property. Plaintiff suffered lost time damages as a direct result of attempting to save the Property and in connection with the threat of foreclosure.

41. Further, Plaintiff suffered mental anguish damages in connection with Defendant's violation and threat to foreclose on his Property. Plaintiff's mental anguish caused him a substantial disruption in his daily routine. Specifically, the mental anguish caused by the threatened foreclosure sale interfered with Plaintiff's ability to sleep and perform his normal daily activities.

#### Exemplary Damages

41. Plaintiff is also entitled to exemplary damages under the TDCA. *See Morante v. Am. Gen. Fin. Ctr.*, 157 F.3d 1006, 1011 (5th Cir. 1998); *Enis v. Bank of Am., N.A.*, No. 3:12-CV-0295-D, 2012 WL 4741073, at \*8 (N.D. Tex. Oct. 3, 2012) (Fitzwater, J.).

#### Attorneys' Fees

42. Pursuant to Section 392.403 of the Texas Finance Code, Plaintiff is entitled to recover attorneys' fees reasonably related to the amount of work performed and costs, for all actions in the trial court, the Court of Appeals, and the Texas Supreme Court.

**FIFTH CUASE OF ACTION:  
BREACH OF FIDUCIARY DUTY**

43. To the extent not inconsistent herewith, Plaintiff incorporates by reference the allegations made in paragraphs 1 through 17 as if set forth fully herein.

44. First, it is axiomatic that to establish a breach of fiduciary duty, a plaintiff must first show a fiduciary relationship between herself and the Defendant. See *Jones v. Blume*, 196 S.W.3d 440, 447 (Tex. App—Dallas 2006, pet. Denied). The elements of a breach of fiduciary duty claim are: (i) a fiduciary relationship between the Plaintiff and Defendant; (ii) the Defendant must have breached his fiduciary duty to Plaintiff; and (iii) Defendant's breach must result in injury to Plaintiff or benefit to Defendant. *Id.*

45. The loan documents between Defendant and Plaintiff create a fiduciary relationship in which Defendant was/is required to act in Plaintiff's best interest ahead of its own. Plaintiff sought financial assistance from Defendant believing that they would in fact, put his interest ahead of their own. Defendant did not fully disclose what a forbearance program was nor what was needed to resume mortgage payments. Additionally, knowing a loan modification would be needed in order for Plaintiff to resume mortgage payments, a modification he was never eligible for, Defendant put Plaintiff into a forbearance program anyway. This conduct caused injury to Plaintiff - specifically equity in the Property, default interest, loss of reputation, mental and emotional health, and litigation costs.

**DAMAGES:  
ACTUAL DAMAGES**

46. Plaintiff is entitled to recover his actual damages from Defendants for which Plaintiff pleads in an amount which does not exceed the jurisdictional limits of this Court.

### **EXEMPLARY DAMAGES**

47. Plaintiff is entitled to recover his exemplary damages from Defendants for which Plaintiff pleads in an amount which does not exceed the jurisdictional limits of this Court.

### **ATTORNEYS' FEES**

48. Plaintiff was forced to employ the undersigned attorneys to represent his and has agreed to pay them reasonable attorneys' fees for their services. Plaintiff is entitled to recover his reasonable attorneys' fees pursuant to Chapter 38 of the Texas Civil Practices & Remedies Code for which Plaintiff pleads in an amount which does not exceed the jurisdictional limits of this Court.

### **CONDITIONS PRECEDENT**

49. All conditions precedent to the Plaintiff's right to bring these causes of action have been performed, have occurred, or have been waived.

### **REQUEST FOR DISCLOSURES**

50. Defendants are hereby requested to disclose to Plaintiff, within 50 days of service of this request, the information and material described in Rule 194 of the Texas Rules of Civil Procedure.

### **APPLICATION FOR TEMPORARY RESTRAINING ORDER**

51. To the extent not inconsistent herewith, Plaintiff incorporates by reference the allegations made in paragraph 1 through paragraph 49 as if set forth fully herein.

52. Unless Defendant is enjoined, Plaintiff will suffer probable harm which is imminent and irreparable. More specifically, if not enjoined, Defendant may sell the Property at any time during the pendency of this matter thus depriving Plaintiff of ownership of the Property

and potentially causing Plaintiff to be dispossessed of the Property. Defendant has posted Plaintiff's Property at a foreclosure sale scheduled for July 5, 2023. Additionally, the posting of the foreclosure sale will negatively impact Plaintiff's credit. Plaintiff has no adequate remedy at law because the subject matter is real property, and any legal remedy of which Plaintiff may avail himself will not give her as complete, equal, adequate, and final a remedy as the injunctive relief sought in this Application.

53. Therefore, Plaintiff requests that this Court issue a Temporary Restraining Order and, thereafter, a Temporary Injunction, to restrain Defendant from taking any further foreclosure action to sell the Property (including, but not limited to, sending notices of default, acceleration, and foreclosure sale) and is commonly known as 4835 Canyon Shore Drive, Humble, TX 77396.

54. Plaintiff further requests that, upon trial on the merits, Defendant be permanently enjoined from the same acts listed in Paragraph 53 above.

55. Plaintiff is likely to prevail on the merits of the lawsuit as described above.

56. The granting of the relief requested is not inconsistent with public policy considerations.

### **BOND**

57. Plaintiff is willing to post a reasonable temporary restraining order bond and requests that the Court set such bond

### **PRAYER**

WHEREFORE, PREMISES CONSIDERED, Plaintiff respectfully requests that:

- A. Defendant be cited to appear and answer herein;
- B. The Court conduct a hearing on Plaintiff's Application for Injunctive Relief;

- C. A temporary restraining order be issued restraining Defendant, their agents, employees, and legal counsel, and those acting in concert or participation with Defendant who receive actual notice of the Order, by personal service or otherwise, from taking any further foreclosure action to sell the Property (including, but not limited to, sending notices of default, acceleration, and foreclosure sale) and is commonly known as 4835 Canyon Shore Drive, Humble, TX 77396;
- D. A Permanent Injunction be entered enjoining Defendant from the same acts listed in Paragraph C above; and
- E. Upon final hearing or trial hereof, the Court order a judgment in favor of Plaintiff against Defendant for his actual damages, exemplary damages, reasonable attorneys' fees, all costs of court, and such other and further relief, both general and special, at law or in equity, to which Plaintiff may be entitled.

Respectfully Submitted by,

**Law Office of Erick DeLaRue, PLLC**

By: /s/ Erick DeLaRue

**ERICK DELARUE**

Texas Bar No: 24103505

2800 Post Oak Boulevard, Suite 4100

Houston, TX 77056

Telephone: 713-899-6727

Email: [erick.delarue@delaruelaw.com](mailto:erick.delarue@delaruelaw.com)

**ATTORNEY FOR PLAINTIFF**

CAUSE NO. \_\_\_\_\_

CONRELL HADLEY § IN THE DISTRICT COURT OF  
v. §  
§ HARRIS COUNTY, TEXAS  
§  
U.S. BANK, N.A. § \_\_\_\_\_ JUDICIAL DISTRICT

STATE OF TEXAS §  
§ KNOW ALL THESE BY MEN PRESENTS:  
COUNTY OF HARRIS §

DECLARATION/VERIFICATION OF CONRELL HADLEY

1. "My name is CONRELL HADLEY. I am the Plaintiff in the above-captioned lawsuit. I have read the Plaintiff's Original Petition, Application for Injunctive Relief, and Requests for Disclosures to which this Declaration relates and offer this Declaration in support of the statements and arguments asserted herein. I have personal knowledge of the facts therein and state that every factual statement made is true and correct. I have never been convicted of a felony or other crime involving moral turpitude.

The foregoing is sworn to by penalty of perjury.

My name is CONRELL HADLEY, my date of birth is Jan. 17, 1962,  
and my address is 4835 Canyon Shore Dr.. I declare under  
penalty of perjury that the foregoing information is true and correct."

Executed in Harris County, State of Texas, on the 28 day of June, 2023.

Conrell Hadley  
CONRELL HADLEY

**McCarthy ♦ Holthus**  
*A Limited Liability Partnership*  
*A Multijurisdictional Law Firm*  
1255 West 15<sup>th</sup> Street, Suite 1060  
Plano, TX 75075  
Telephone (214) 291-3800  
Facsimile (214) 291-3801  
[www.McCarthyHolthus.com](http://www.McCarthyHolthus.com)  
Email to all personnel:  
First initial and last name@mccarthyholthus.com

5/23/2023

**SENT VIA FIRST CLASS U.S. MAIL  
AND CERTIFIED MAIL**

CONRELL HADLEY  
4835 CANYON SHORE DR  
HUMBLE, TX 77396

Loan Number: 1017663994

Re: Promissory Note  
and Deed of Trust Dated: 6/27/2006  
Borrower(s): CONRELL HADLEY, A SINGLE MAN  
Original Principal Amount: \$329,403.00  
Property Address: 4835 CANYON SHORE DR, HUMBLE, TX 77396

*Current Mortgage Servicer and Mortgagee:*

Mortgage Servicer: Specialized Loan Servicing, LLC  
Mortgagee: Structured Asset Securities Corporation Mortgage Pass-Through  
Certificates, Series 2006-BC2, U.S. Bank National Association, as Trustee

(The Mortgage Servicer is servicing the above-referenced mortgage loan on behalf of the Mortgagee under a servicing agreement with the Mortgagee, whose address is, c/o Specialized Loan Servicing, LLC, 6200 S. Quebec St., Greenwood Village, CO 80111).

**NOTE: PURSUANT TO THE FAIR DEBT COLLECTION PRACTICES ACT YOU ARE ADVISED THAT THIS LAW FIRM MAY BE DEEMED TO BE A DEBT COLLECTOR ATTEMPTING TO COLLECT A DEBT AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.**

Dear Borrower(s):

Please be advised that the undersigned law firm represents the Mortgage Servicer with respect to the above-referenced debt. Any individual to whom this notice is sent who is not obligated for the debt is given the following notice as a courtesy because your interest in the Property may be affected.

The above-referenced Note is in default. According to the Mortgage Servicer, you have failed to cure the default despite being provided notice that the Mortgage Servicer would accelerate the maturity of the debt if the default was not timely cured. Therefore, as of the date of this notice, the Mortgage Servicer has accelerated the maturity of the

**.MH FILE NO. TX-22-81841-POS  
PAGE 1 OF 2**

**Arizona Office**  
8502 E. Via De Ventura Blvd.,  
Suite 200  
Scottsdale, AZ 85258  
(480) 302-4250  
Facsimile (480) 302-4101

**Arkansas Office**  
One Union Plaza  
124 West Capitol, Ste. 865  
Little Rock, AR 72201  
(214) 291-3800  
Facsimile (214) 291-3801

**California Office**  
2763 Camino Del Rio S,  
Suite 100  
San Diego, CA 92108  
(619) 685-4800  
Facsimile (619) 685-4811

**Colorado Office**  
7700 E. Arapahoe Road,  
Suite 230  
Centennial, CO 80112  
(877) 369-6122  
Facsimile (866) 894-7369

**Idaho Office**  
702 W. Idaho St.  
Suite 1100  
Boise, ID 83702  
(208) 947-7264  
Facsimile (208) 947-5910

**Nevada Office**  
9510 West Sahara Avenue,  
Suite 200  
Las Vegas, NV 89117  
(702) 685-0329  
Facsimile (866) 339-5691

**New Mexico Office**  
6501 Eagle Rock NE,  
Suite A-3  
Albuquerque, NM 87113  
(505) 219-4900  
Facsimile (505) 750-9803

**Oregon Office**  
920 SW 3<sup>rd</sup> Avenue,  
1<sup>st</sup> Floor  
Portland, OR 97204  
(971) 201-3200  
Facsimile (971) 201-3202

**Washington Office**  
108 1<sup>st</sup> Ave South  
Suite 300  
Seattle, WA 98104  
(206) 596-4856  
Facsimile (206) 274-4902



**NOTICE OF SUBSTITUTE TRUSTEE SALE**

**Deed of Trust Date:**  
6/27/2006

**Grantor(s)/Mortgagor(s):**  
CONRELL HADLEY, A SINGLE MAN

**Original Beneficiary/Mortgagee:**  
MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. ("MERS") SOLELY AS A NOMINEE FOR BNC MORTGAGE, INC., A DELAWARE CORPORATION, ITS SUCCESSORS AND ASSIGNS

**Current Beneficiary/Mortgagee:**  
Structured Asset Securities Corporation Mortgage Pass-Through Certificates, Series 2006-BC2, U.S. Bank National Association, as Trustee

**Recorded in:**  
**Volume:** 024-03  
**Page:** 0726  
**Instrument No:** Z416986

**Property County:**  
HARRIS

**Mortgage Servicer:**  
Specialized Loan Servicing, LLC is representing the Current Beneficiary/Mortgagee under a servicing agreement with the Current Beneficiary/Mortgagee.

**Mortgage Servicer's Address:**  
6200 S. Quebec St.,  
Greenwood Village, CO 80111

**Legal Description:** LOT SEVEN (7), IN BLOCK ONE (1), OF CANYON GATE AT PARK LAKES, SEC. 4, A SUBDIVISION IN HARRIS COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED UNDER FILM CODE NO. 573028 OF THE MAP RECORDS OF HARRIS COUNTY, TEXAS.

**Date of Sale:** 7/5/2023

**Earliest Time Sale Will Begin:** 10 AM

**Place of Sale of Property:** 9401 Knight Rd., Houston, Harris, TX, 77045 OR IN THE AREA DESIGNATED BY THE COMMISSIONER'S COURT, PURSUANT TO SECTION 51.002 OF THE TEXAS PROPERTY CODE.

The Substitute Trustee will sell the property by public auction to the highest bidder for cash at the place and date specified. The sale will begin at the earliest time stated above or within three (3) hours after that time.

The Property will be sold "AS IS," without any express or implied warranties, except as to warranties of title, and at the purchaser's own risk, pursuant to the terms of TEX. PROP. CODE §51.002 and §51.009. Prospective bidders are advised to conduct an independent investigation of the nature and physical condition of the Property.

Substitute Trustee reserves the right to set further reasonable conditions for conducting the public auction. Any such further conditions shall be announced before bidding is opened for the first sale of the day held by Substitute Trustee.

***Notice Pursuant to Tex. Prop. Code § 51.002(i):***

**Assert and protect your rights as member of the armed forces of the United States. If you or your spouse are serving on active military duty, including active military duty as a member of the Texas National 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**

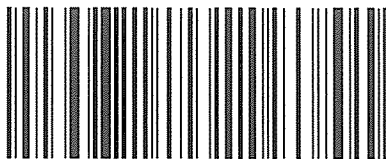
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Carl Meyers, Leb Kemp, Traci Yeaman, Kelly McDaniel, Israel Curtis, John Sisk, Clay Golden, Stephen Mayers, Colette Mayers, Tim Worstell, Aaron Crawford, Wayne Wheat, Joshua Sanders, Cary Corenblum, Matthew Hansen, Evan Press, Auction.com, Anna Sewart, David Barry, Byron Sewart, Austin DuBois, John Burger, Martin Beltran, Sandy Dasigenis, Jeff Leva, Steve Leva, Patricia Poston  
or Thuy Frazier  
or Cindy Mendoza  
or Catherine Allen-Rea  
or Cole Patton, Substitute Trustee  
McCARTHY & HOLTHUS, LLP  
1255 WEST 15TH STREET, SUITE 1060  
PLANO, TX 75075

**service to the sender of this notice immediately.**

**MH File Number:** TX-22-81841-POS  
**Loan Type:** Conventional Residential

McCarthy Holthus, LLP  
2763 Camino Del Rio S., 1st FL  
San Diego, CA 92108



7196 9002 3371 1218 6978



TX-22-81841-POS  
CONRELL HADLEY  
4835 CANYON SHORE DR  
HUMBLE, TX 77396



18217382



\*W03\*

Foreclosure of Conrell Hadley property 4835 Canyon Shore Dr. For July 5, 2023

July 2006 – Closed on House 30yr. adjustable rate Mortgage. Interest rate 10.25% to 17%

Gave Realtor power of attorney to close on house while traveling out of the country working, Realtor changed my loan I already had in place to enrich his pockets on points.

2008 -2015 - Lawsuits file by attorney Ray Shackieford trying to get loan mod to get from under the adjustable rate mortgage. Don't know what happen but attorney went in another direction of doing a short sell. All was well and then it ended with no short sell. Attorney never explained

June -- 2015 -- Applied for (RMA) Loan Mod. the Making Home Affordable Program (Hamp).

Dec.2015 – Feb.2016 – Three Month payment trial period for (Hamp ) Loan Modification

If I remember correctly, the trial period lasted longer than three months, until it was final in June of 2015 from Wells Fargo /A.S.C. American Servicing Company. Start Making Payments in on Mod. In July or Aug. of 2015

April 2020 - Covid -19 shut down America. I called the servicing company (Specialize Loan Servicing Co.) I told them that my Company has shut down and all of my vendors had done the same, that I had no income coming in. they put me on a forbearance agreement program. They informed me that my missed payments can be paid in full or the Lender gives you an option to modify your loan or put the payments on the back of the loan.

August 2021 – Called (Specialize Loan Servicing Co.) Informed them I have a job now and that I would like to start back paying my mortgage note and have the missed payments added to the back of the loan. The Rep submitted my information to put payments on back end and then excepted my payment for Aug.2021

September 2021- My mortgage statement came in requesting over \$40,000 dollars for missed payments. Called Specialize Loan Service, informed them of my statement, the replied that my Lender decided not to participate in the program and that I have to choose from the other options they have.

Sept. 2021- May-2022- Applied for their (RMA) Mortgage Assistance. They kept giving me the run around, keep saying they don't have all my doc.s In, then it was about one of the companies I have a contract with, it kept going on until the accelerated the mortgage and set for foreclosure May 5, 2022, I called and wrote a lettler to the Lawyer's office and the mortgage company, to stop the sale due to no one has processed me correctly, and that I didn't qualify for a loan mod. Because my last loan mod. have already been extended to 40years. And that I

carry an extra 400,000 balance. I explain to them that I'm In a (Hamp)program and that the \$400,000 dollars should have dropped off by now. They said that it don't show that I'm In a Hamp program. They stop the Foreclosure to investigate the matter.

Mar.2023 – Called Wells Fargo about my loan mod. And they told me that I have a custom loan mod. I explain to them that there Rep. told me I have a Hamp. Mod before I sign my loan mod papers, over and over, and the 400,000 dollars will drop off after 3 years with no miss payments.

The Modification that Wells Fargo created was created for a person not being able to re finance the 400,000 thousand, borrow against on a Home Equity at the end of loan 2036,This modification was truly set up to take my home at the end of the loan mod. Based on I would not have any way to refinance with the ballon note at 208,000 and the deferred note at 400,000 plus. Fannie Mac and Fannie Mac loans are not suppose to be that way on a Mod.



JUNE 29, 2016

CONRELL HADLEY  
4835 CANYON SHORE DR  
HUMBLE, TX 77396

<b>Account Information</b>	
<b>Online:</b>	yourwellsfargomortgage.com
<b>Fax:</b>	1 (866) 359-7363
<b>Telephone</b>	1 (800) 662-3806
<b>Correspondence:</b>	PO Box 10335 Des Moines, IA 50306
<b>Hours of Operation:</b>	Monday - Thursday, 7:00 a.m. – 9:00 p.m. Central Time Friday, 7:00 a.m. – 8:00 p.m. Central Time Saturday, 8:00 a.m. – 4:00 p.m. Central Time
<b>Loan Number:</b>	(scan barcode)
<b>Property Address:</b>	4835 CANYON SHORE DR HUMBLE, TEXAS 77396

Dear CONRELL HADLEY

Subject: Your Loan Modification Agreement.

**Congratulations!** Enclosed is your Loan Modification Agreement (Agreement). This Agreement will reflect the terms of your modified mortgage. It is important to note that your original documents are being modified and are not being refinanced into a new loan. Please read this letter so that you understand all the steps you need to take to complete your modification of your mortgage loan.

**What you need to know:**

**1. What you need to know about Borrower Representations**

This section confirms you're experiencing a hardship along with other important information about your home and current loan which you provided to us. This was used to help you qualify for a loan modification. In addition this section explains that the new terms of your loan modification do not apply until you've signed the Agreement and we have signed it as well. A copy of the Agreement signed by you and by us will be provided to you.

**2. What you need to know about The Modification**

This section outlines the terms of your loan modification, and identifies what will change on your mortgage loan. You will see your outstanding balance, interest bearing principal, unpaid balance, deferred interest, fees, monthly mortgage payment and the maturity date.

**3. Your loan Modification Terms**

This section details the changes you will see to the terms of your loan. Changes may include your contractual due date and extended maturity date. Please review this section to understand all of the changes to your modified loan.

**What you need to do next:** To complete your modification, you will need to sign and return the following documents along with the payment, if required, by **JULY 14, 2016** in the enclosed, prepaid overnight envelope.

- One signed and dated copy of the Agreement. Keep the other copy for your records.
- Notice of Special Flood Hazard Area (SFHA), if enclosed.

**America's Servicing Company**  
 1000 Blue Gentian Road  
 Suite 300  
 MAC X9999-01N  
 Eagan, MN 55121

If you do not sign and return all of the above-referenced documents, by **JULY 14, 2016** and you still wish to be considered for a modification, you must contact us immediately.

**Important information:**

- All mortgagors need to sign their name exactly as it is printed on the documents in blue or black ink.
- If one of the mortgagors listed should not be required to sign the documents OR has a different name than what is listed on the documents, please provide the appropriate documentation that supports this change. Acceptable documents may include a death certificate, divorce decree along with a recorded Quit Claim Deed, or marriage certificate.
- If all pages of the above documents and payment, if required, are not received or if you have not contacted us by **JULY 14, 2016**, we will conclude that you are no longer interested in modifying your existing loan and will cancel your request for a modification. Until we receive the signed and completed documents, we are unable to complete the modification; we will continue to service your mortgage loan – which may include continued collections communications via telephone calls and/or letters and any legal proceedings.

**Details of your loan modification Agreement:**

1. Due date of first payment:	<b>AUGUST 1, 2016</b>
2. New principal balance:	<b>\$781,937.18</b>
3. New principal and interest monthly payment amount:	<b>\$1,177.78</b>
4. Deferred balance:	<b>\$471,937.18</b>
5. Escrow payment (if applicable):	<b>\$1,094.12</b>
6. Escrow shortage payment (if applicable):	<b>\$72.94</b>
7. Total modified monthly payment:	<b>\$2,344.84</b>
	This payment amount includes principal, interest, and if applicable, escrow and escrow shortage amounts.
8. New maturity date:	<b>SEPTEMBER 1, 2036</b>
9. New interest rate:	<b>3.3750%</b>

I look forward to hearing from you by **JULY 14, 2016**, and if you have any questions please call me at the phone number in the account information box at the top of the letter.

Sincerely,

**PRESTON SCHIEBER**  
 Home Preservation Specialist  
 855-844-4527 ext. 7442  
 America's Servicing Company

Where appropriate, **America's Servicing Company** is required to inform you that, as your account servicer, we are attempting to collect a debt and any information obtained will be used for that purpose. However, if you are a customer involved in an active bankruptcy case, or you received a discharge in a bankruptcy case where the account was not otherwise reaffirmed or excepted from discharge, then this notice is being provided to you for informational purposes only, and this is not a bill or a request for payment as to any such customer(s).

We may report information about your account to credit bureaus. Late payments, missed payments, or other defaults on your account may be reflected in your credit report.

With respect to those accounts secured by property located in the State of California, the state Rosenthal Fair Debt Collection Practices Act and the federal Fair Debt Collection Practices Act require that, except under unusual circumstances, collectors may not contact you before 8 a.m. or after 9 p.m. They may not harass you by using threats of violence or arrest or by using obscene language. Collectors may not use false or misleading statements or call you

at work if they know or have reason to know that you may not receive personal calls at work. For the most part, collectors may not tell another person, other than your attorney or spouse, about your debt. Collectors may contact another person to confirm your location or enforce a judgment. For more information about debt collection activities, you may contact the Federal Trade Commission at 1-877-FTC-HELP or [www.ftc.gov](http://www.ftc.gov).

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Title: Loan Modification Agreement (DEED OF TRUST)

This Document Prepared By:  
**PRESTON SCHIEBER**  
**WELLS FARGO BANK, N.A.**  
3476 STATEVIEW BLVD, MAC# X7801-03K  
FORT MILL, SC 29715  
(800) 416-1472

When Recorded Mail To:  
**FIRST AMERICAN TITLE**  
**ATTN: LMTS**  
**P.O. BOX 27670**  
**SANTA ANA, CA 92799-7670**

Tax/Parcel #: 1262640010007

\_\_\_\_\_ [Space Above This Line for Recording Data] \_\_\_\_\_  
Original Principal Amount: \$329,403.00                      Investor Loan No.:  
Unpaid Principal Amount: \$327,136.61                      Loan No: (scan barcode)  
New Principal Amount \$781,937.18  
Total Cap Amount: \$454,800.57

## LOAN MODIFICATION AGREEMENT (DEED OF TRUST)

Executed on this day: **JUNE 29, 2016**  
Borrower ("I"):<sup>1</sup> **CONRELL HADLEY, SINGLE**  
Borrower Mailing Address: **4835 CANYON SHORE DR, HUMBLE, TEXAS 77396**  
Lender or Servicer ("Lender"): **U.S. BANK NATIONAL ASSOCIATION, AS TRUSTEE FOR  
STRUCTURED ASSET SECURITIES CORPORATION MORTGAGE PASS-THROUGH  
CERTIFICATES, SERIES 2006-BC2**  
Lender or Servicer Address: **60 LIVINGSTON AVENUE, SAINT PAUL, MN 55107**  
Date of first lien mortgage, deed of trust, or security deed ("Mortgage") **JUNE 27, 2006** and the Note ("Note")  
date of **JUNE 27, 2006**

Property Address ("Property"): **4835 CANYON SHORE DR, HUMBLE, TEXAS 77396**

Legal Description:

<sup>1</sup> If there is more than one Borrower or Mortgagor executing this document, each is referred to as "I." For purposes of this document words signifying the singular (such as "I" or "my") shall include the plural (such as "we" or "our") and vice versa where appropriate.



LOT SEVEN (7), IN BLOCK ONE(1), OF CANYON GATE AT PARK LAKES, SEC. 4, SUBDIVISION IN HARRIS COUNTY, TEXAS ACCORDING TO THE MAP OR PLAT THEREOF RECORDED UNDER FILM CODE NO. 573028 OF THE MAP RECORDS OF HARRIS COUNTY, TEXAS.

Prior instrument reference: Recorded on JUNE 30, 2006 in INSTRUMENT NO. Z416986, of the Official Records of HARRIS COUNTY, TEXAS

This Loan Modification Agreement ("Agreement") is made on JUNE 29, 2016 by and between Borrower, as obligor(s), or as title holder(s) to the Property, as the context may require, and Lender. Borrower's obligations under the Note are secured by a properly recorded Mortgage, dated the same date as the Note encumbering the Property. Borrower agrees that, except as expressly modified in this Agreement, the Note and the Mortgage remain in full force and effect and are valid, binding obligations upon Borrower, except as discharged in Bankruptcy, and are properly secured by the Property.

If my representations in Section 1, Borrower Representations, continue to be true in all material respects, then this Agreement will 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 hereafter referred to as the "Loan Documents." Capitalized terms used in this Agreement and not defined have the meaning given to them in the Loan Documents.

In consideration of the covenants hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is agreed as follows (notwithstanding anything to the contrary in the Loan Documents).

I understand that after I sign and return two copies of this Agreement to the Lender, the Lender will send me a signed copy of this Agreement.

Nothing in this Agreement shall be understood or construed to be a satisfaction or release, in whole or in part of the Borrower's obligations under the Loan Documents. Further, except as otherwise specifically provided in this Agreement, the Loan Documents will remain unchanged, and Borrower and Lender will be bound by, and shall comply with, all of the terms and provisions thereof, as amended by this Agreement:

**1. Borrower 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, and/or (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; I did not intentionally or purposefully default of the Mortgage Loan in order to obtain a loan modification;
- B. Under penalty for perjury, all documents and information I have provided to Lender in connection with this Agreement, including the documents and information regarding my eligibility for the modification, are true and correct;
- C. If Lender requires me to obtain credit counseling in connection with the modification, I will do so;
- D. I have made or will make all payments required within this modification process;
- E. In consideration of the covenants hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, it is

agreed as follows (notwithstanding anything to the contrary in the Loan Documents).

**2. The Modification.**

- A. The modified principal balance of the Note will include amounts and arrearages that will be past due as of the Modification Effective Date (which may include unpaid and deferred interest, fees, escrow advances and other costs, but excluding unpaid late charges, valuation, property preservation, and other charges not permitted under the terms of this modification, collectively, "Unpaid Amounts") less any amounts paid to the Lender but not previously credited to the modified loan. The new principal balance of my Note will be **\$781,937.18** (the "New Principal Balance"). Borrower understands that by agreeing to add the Unpaid Amounts to the principal balance, the added Unpaid Amounts accrue interest based on the interest rate in effect under this Agreement. Borrower also understands that this means interest will now accrue on the unpaid Interest that is added to the outstanding principal balance, which would not happen without this Agreement.
- B. **\$471,937.18** of the New Principal Balance shall be deferred (the "Deferred Balance") will be treated as non-interest bearing principal forbearance. I will not pay interest or make monthly payments on the Deferred Balance. **\$206,690.88** of the New Principal Balance shall be an interest bearing lump sum payment and I will pay interest on this amount in my monthly modified payment. This lump sum shall be due at time of loan maturity or earlier upon payoff of the loan. The New Principal Balance less the Deferred Balance shall be referred to as the "Interest Bearing Principal Balance" and this amount is **\$310,000.00**. Interest at the rate of **3.3750%** will begin to accrue on the Interest Bearing Principal Balance as of **JULY 1, 2016** and the first new monthly payment on the Interest Bearing Principal Balance will be due on **AUGUST 1, 2016**. Interest due on each monthly payment will be calculated by multiplying the Interest Bearing Principal Balance and the interest rate in effect at the time of calculation and dividing the result by twelve (12). My payment schedule for the modified loan is as follows:

Months	Interest Rate	Interest Rate Change Date	Monthly Principal and Interest Payment	Monthly Escrow Payment Amount*	Total Monthly Payment*	Payment Begins On
60	3.3750%	07/01/2016	\$1,177.78	\$1,167.06	\$2,344.84	08/01/2016
181	3.5000%	07/01/2021	\$1,198.69	\$1,167.06	\$2,365.75	08/01/2021
Balloon	3.5000%	N/A	\$206,690.88 which is an estimated amount			09/01/2036

**\* This includes an escrow shortage amount to be paid over the first 60 month term. After your modification is complete, escrow payments adjust at least annually in accordance with applicable law; therefore, the 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, step or simple interest rate.

Borrower agrees to pay in full the Deferred Balance and any other amounts still owed under the Loan Documents by the earliest of: (i) the date an interest in the Property is sold or transferred, (ii) the date on which the entire Interest Bearing Principal Balance is paid off, or (iii) the Maturity Date.

Borrower agrees that any partial prepayments of Principal may be applied at Lender's discretion first to any Deferred Balance before applying such partial prepayment to other amounts due.

**Notice to Borrower:** The Deferred Balance will result in a lump sum payment due at the time of loan maturity or earlier upon payoff of the loan. If the Borrower does not have the funds to pay the lump sum payment when it comes due, the Borrower may have to obtain a new loan against your property. In that case, the Borrower may have to pay commissions, fees, and expenses for the arranging of the new loan. In addition, if the Borrower is unable to make the monthly payments or the lump sum payment, the Borrower may lose the property and all equity through foreclosure. Keep this in mind in deciding upon this modification. The lump sum payment on this loan is due **SEPTEMBER 1, 2036** or upon earlier payoff of the loan.

### 3. Loan Modification Terms.

This Agreement hereby modifies the following terms of the Loan Documents as described herein above as follows:

- A. The current contractual due date has been changed from **JANUARY 1, 2008** to **AUGUST 1, 2016**. The first modified contractual due date is **AUGUST 1, 2016**.
- B. The maturity date is **SEPTEMBER 1, 2036**.
- C. The amount of Recoverable Expenses\* to be capitalized will be U.S. **\$9,194.65**.  
  
\*Recoverable Expenses may include, but are not limited to: Title, Attorney fees/costs, BPO/Appraisal, and/or Property Preservation/Property Inspections.
- D. Lender will forgive outstanding Other Fees U.S. **\$45.00**. Other Fees may include, but are not limited to: Prior Deferred Interest, appraisal fees.
- E. Lender will forgive outstanding NSF Fees U.S. **\$30.00**.
- F. Lender agrees to waive all unpaid Late Charges in the amount of U.S. **\$4,766.25**.
- G. The amount of interest to be included (capitalized) will be U.S. **\$301,851.80**.
- H. The amount of the Escrow Advance to be capitalized will be U.S. **\$143,754.12**.

### 4. Additional Agreements.

I agree to the following:

- A. If applicable, the Note may contain provisions allowing for changes in the interest rate and the monthly payment. The Note limits the amount the Borrower's interest rate can change at any one time and the maximum rate the Borrowers must pay.
- B. If a biweekly loan, the Loan will convert to a monthly payment schedule. References in the Loan Documents to "biweekly," "every two weeks," and "every other Monday" shall be read as

“monthly,” except as it relates to the Modified Maturity Date. Interest will be charged on a 360-day year, divided into twelve (12) segments. Interest charged at all other times will be computed by multiplying the interest bearing principal balance by the interest rate, dividing the result by 365, and then multiplying that daily interest amount by the actual number of days for which interest is then due. As part of the conversion from biweekly to monthly payments, any automatic withdrawal of payments (auto drafting) in effect with Lender for the Loan are cancelled.

- C. **Funds for Escrow Items.** I will pay to Lender on the day payments are due under the Loan Documents as amended by this 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.E. 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 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.E.

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 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.

- D. If the Borrowers balance has been reduced as a result of this new Agreement, it is understood that any credit life, accident and health, and involuntary unemployment insurance written in connection with this loan has been cancelled, and that any refund of unearned premiums or charges made because of the cancellation of such credit insurance is reflected in the amount due under this Agreement. *Exception:* In the state of California, Life, A&H, and IUI insurance must be cancelled, with refunds applied to the account prior to entry of the settlement transaction, even though there is no reduction in balance as part of the settlement.
- E. If this loan has "Monthly Add-On Premium" Credit Life or Credit Accident & Health Insurance coverage, it is understood and agreed that the Borrowers acceptance of this Agreement will result in the cancellation of the above-mentioned insurances.
- F. If the Borrower's home owners insurance should lapse, **America's Servicing Company** reserves the right to place Lender Placed Insurance (LPI) on the account. If LPI is placed on the account the monthly payment could increase. All other terms of the modification Agreement will not be affected by the LPI and will remain in effect with accordance to this Agreement.
- G. If all or any part of the Property or any interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by the Loan Documents. If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by the Loan Documents. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by the Loan Documents without further notice or demand on Borrower.
- H. If Borrower has 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.
- I. If Borrower fails to pay Lender the amount due and owing or to pay any monthly payment on the dates above, Borrower shall surrender the Property to Lender. If Borrower fails or refuses to surrender the Property to Lender, Lender may exercise any and all remedies to recover the Property as may be available to Lender pursuant to its security interest and lien and applicable law. These remedies may include the recovery of reasonable attorney's fees actually incurred, plus legal expenses and expenses for entering on the Property to make repairs in any foreclosure action filed to enforce the Lender lien. Lender's rights and remedies extend only to the Property, and any action related to the Property itself and not to recovery of any amount owed to Lender under the Note as modified herein, which has been discharged in bankruptcy.
- J. If included, the undersigned Borrower(s) acknowledge receipt and acceptance of the 1-4 Family

Modification Agreement Rider Assignment of Rents.

- K. If included, the undersigned Borrower(s) acknowledge receipt and acceptance of the Notice of Special Flood Hazard disclosure.
- L. CORRECTION AGREEMENT: The undersigned Borrower(s), for and in consideration of the approval, closing and funding of this Modification, hereby grants **America's Servicing Company**, as lender, limited power of attorney to correct and/or initial all typographical or clerical errors discovered in the Modification Agreement required to be signed. In the event this limited power of attorney is exercised, the undersigned will be notified and receive a copy of the document executed or initialed on their behalf. This provision may not be used to modify the interest rate, modify the term, modify the outstanding principal balance or modify the undersigned's monthly principal and interest payments as modified by this Agreement. Any of these specified changes must be executed directly by the undersigned. This limited power of attorney shall automatically terminate in 120 days from the closing date of the undersigned's Modification. Borrower agrees to make and execute such other documents or papers as necessary or required to effectuate the terms and conditions of this Agreement which, if approved and accepted by Lender, shall bind and inure to their heirs, executors, administrators, and assigns of the Borrower.
- M. If the Borrower's Loan is currently in foreclosure, the Lender will attempt to suspend or cancel the foreclosure action upon receipt of the first payment according to this Agreement. Lender agrees to suspend further collection efforts as long as Borrowers continue making the required payments under this Agreement.
- N. All the rights and remedies, stipulations, and conditions contained in the Loan Documents relating to default in the making of payments under the Loan Documents shall also apply to default in the making of the modified payments hereunder.
- O. This Agreement shall supersede the terms of any modification, forbearance, trial period plan or other mortgage assistance that the Borrower previously entered into with Lender.
- P. In cases where the Loan has been registered with Mortgagee who has only legal title to the interests granted by the Borrower in the Loan Documents, Mortgagee has the right to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property and to take any action required of Lender including, but not limited to, releasing and canceling the Loan.
- Q. If the Loan Documents govern a home equity loan or line of credit, then Borrower agrees that as of the Modification Effective Date, the right to borrow new funds under the home equity loan or line of credit is terminated. This means that Borrower cannot obtain additional advances and must make payments according to this Agreement. Lender may have previously terminated or suspended the right to obtain additional advances under the home equity loan or line of credit, and if so, Borrower confirms and acknowledges that no additional advances may be obtained.
- R. Unless this Agreement is executed without alteration and is signed and returned along with the following documents with the payment, if required, within 15 days from the date of this letter in the enclosed, prepaid overnight envelope, it will be of no force or effect and the Loan will remain subject to all existing terms and conditions provided in the Loan Documents. Upon receipt of a properly executed Agreement, this Agreement will become effective on **JULY 1, 2016**.

- S. I agree that this Agreement will be null and void if the Lender is unable to receive all necessary title endorsement(s), title insurance product(s) and/ or subordination Agreement(s).
- T. Borrower must deliver to **America's Servicing Company** a properly signed modification Agreement by **JULY 14, 2016**. If Borrower does not return a properly signed modification Agreement by this date and make all payments pursuant to the trial plan Agreement or any other required pre-modification payments, **America's Servicing Company** may deny or cancel the modification. If the Borrower returns properly signed modification Agreement by said date, payments pursuant to the loan modification Agreement are due as outlined in this modification Agreement. **America's Servicing Company** may deny or cancel this loan modification Agreement if Borrower fails to make the first payment due pursuant to this loan modification Agreement.

**All Borrowers are required to sign and date this Agreement in blue or black ink only as the borrowers' name appears below. If signed using any other color or method, the document will not be accepted and another copy of the Agreement will be sent to the Borrower to be signed.**

**By signing below, all Borrowers certify they have read this Agreement in its entirety, that all Borrowers know and understand the meaning and intent of this Agreement and that all Borrowers enter into this Agreement knowingly and voluntarily. By signing below, all Borrowers agree to all terms and conditions described on every page of this Agreement.**

Lender: WELLS FARGO BANK, NA AS ATTORNEY-IN-FACT FOR U.S. BANK NATIONAL ASSOCIATION, AS TRUSTEE FOR STRUCTURED ASSET SECURITIES CORPORATION MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2006-BC2

Loan Number: (scan barcode)  
Loan Amount: \$781,937.18

Borrower: CONRELL HADLEY  
Address: 4835 CANYON SHORE DR, HUMBLE, TEXAS 77396

### TEXAS LOAN AGREEMENT NOTICE

Section 26.02(b) of the Texas Business and Commerce Code provides as follows:

A Loan agreement in which the amount involved in the Loan agreement exceeds \$50,000.00 in value is not enforceable unless the agreement is in writing and signed by the party to be bound or by that party's authorized representative.

You are hereby notified that:


**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 PARTIES.**

LENDER: WELLS FARGO BANK, NA AS ATTORNEY-IN-FACT FOR U.S. BANK NATIONAL ASSOCIATION, AS TRUSTEE FOR STRUCTURED ASSET SECURITIES CORPORATION MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2006-BC2

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

*Conrell Hadley*  
Borrower \_\_\_\_\_ Date \_\_\_\_\_  
CONRELL HADLEY

\_\_\_\_\_ Borrower 

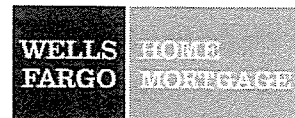
\_\_\_\_\_ Borrower \_\_\_\_\_ Date \_\_\_\_\_

\_\_\_\_\_ Borrower \_\_\_\_\_ Date \_\_\_\_\_

\_\_\_\_\_ Borrower \_\_\_\_\_ Date \_\_\_\_\_

\_\_\_\_\_ Borrower \_\_\_\_\_ Date \_\_\_\_\_





# Preferred Payment Plan<sup>SM</sup> Authorization Form

Match your mortgage payments to your payday cycle

As part of your loan modification, please complete this form. Managing your mortgage payments is easy when you enroll in the Preferred Payment Plan. Simply choose the option below that matches your personal payday cycle, and your monthly payments will be withdrawn automatically from your checking or savings<sup>1</sup> account. The Preferred Payment Plan is free, secure and more convenient than writing checks and mailing payments.

**Please note: Enrolling in the Preferred Payment Plan does not change the principal and interest payment arrangement specified in your mortgage loan documents. Withdrawn funds will be applied to your mortgage when sufficient funds have accumulated to make a full monthly payment as outlined in your mortgage note.**

To enroll in the Preferred Payment Plan, follow the steps below and fax this signed form to 1-866-287-6241.

## 1. Select the Preferred Payment Plan option that matches your pay schedule

Please check the appropriate box to mark your choice. If this form is signed but no option is selected, you will be set up for monthly withdrawals on your due date.

If you choose either the Weekly or Bi-weekly option, withdrawals in addition to the amount needed to cover your monthly mortgage payments will naturally occur 2 to 5 times per year. The additional withdrawn funds will be automatically applied to your principal balance – helping you pay off your mortgage faster.

- Weekly:** One-quarter of your monthly payment will be withdrawn every week, including principal, interest, applicable tax and insurance payments. In a year's time, 52 withdrawals will be made.  
**Request a withdrawal start date** (must be Monday-Friday and 4 weeks prior to due date): \_\_\_\_ / \_\_\_\_ / \_\_\_\_
- Bi-weekly (every other week):** Half of your monthly payment amount will be withdrawn every other week, including principal, interest, applicable tax and insurance payments. In a year's time, 26 withdrawals will be made.  
**Request a withdrawal start date** (must be Monday-Friday and 3 weeks prior to due date): \_\_\_\_ / \_\_\_\_ / \_\_\_\_
- Semi-monthly (twice a month):** Half of your monthly payment will be withdrawn on the 15th of the month prior to the due date, and the second half of your monthly payment will be withdrawn on the 1st of month in which payment is due. Each withdrawal will equal one-half of the total monthly payment due, including principal, interest, applicable tax and insurance payments. In a year's time, 24 withdrawals will be made.
- Monthly:** Your monthly payment amount will be withdrawn on your due date (usually the 1st day of every month) or up to 4 days after your due date. The withdrawal amount will equal the total monthly payment due, including principal, interest, applicable tax and insurance payments.

**Please select day for withdrawal:**  Due Date  1 day after  2 days after  3 days after  4 days after

## 2. Specify additional principal, if any

You can choose to add an additional amount to each of your electronic withdrawals to be applied to your outstanding loan principal.

Yes, please add \$\_\_\_\_\_ to each of my automatic electronic withdrawals.

## 3. Supply your account information

Account type:  Checking  Savings<sup>1</sup>

Customer Bank Routing Number: \_\_\_\_\_ Customer Bank Account Number: \_\_\_\_\_  
(9-digit number at the bottom left of your check) (To the right of the Bank Routing Number on your check)


## 4. Signature

By signing below, I agree to the Terms and Conditions on the following page and online at [wellsfargo.com/preferredterms](http://wellsfargo.com/preferredterms).

Mortgage Loan Number: 1100218896

Date Signed: 7/2/2016

Customer Name: Cornell Hadley

Customer Signature: Cornell Hadley 

### **Preferred Payment Plan Terms and Conditions**

- I authorize Wells Fargo, its authorized representatives and service providers to initiate electronic withdrawals from my designated account to make monthly payments on my mortgage.
- I understand that I will receive confirmation specifying the date the electronic withdrawals will begin. I understand that I will continue to make my payment until I receive this confirmation and electronic withdrawals begin.
- I understand that this authorization and the program services in no way alter or lessen my obligation under my existing mortgage contract regarding the amount of monthly payments, when payments are due, the applications of payments, the assessment of late charges or the determination of delinquencies. I must maintain sufficient funds in my account for withdrawal of my monthly payment.
- I understand that withdrawn funds will not be applied to my mortgage until sufficient funds have accumulated for a full monthly payment to be made.
- I understand the electronic withdrawal amount will vary with changes in escrow or principal and interest components, if applicable.
- I understand that I must provide Wells Fargo notice of at least 10 days for any requests to modify, change or terminate participation in this program. I understand that if I modify, change, or terminate participation in the program, I may not realize the benefits.
- I agree to be bound by the program's Terms and Conditions, which are stated here and online.

**For questions about your enrollment, please retain this form and call 1-866-386-8519, using authorization code AMPAC.**

1. Excess Activity Fees may apply if you exceed these federally-mandated transaction limits for savings accounts:

- Three withdrawals in a month by check, draft, point-of-sale purchase, check card, or other similar withdrawal payable to a third party
- A total of six transfers and/or withdrawals in a month including: those listed above, preauthorized or automatic transfers (including overdraft protection transfers and payment to third parties), and transfers made online or by telephone

For more information, please refer to your account agreement with your financial institution. Wells Fargo Home Mortgage is a division of Wells Fargo Bank, N.A. © 2009 Wells Fargo Bank, N.A. All rights reserved. NMLSR ID 399801

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HMG5218



**SUMMARY**

Here is a summary of your modified mortgage.

**New Principal Balance.** Any past due amounts as of the end of the trial period, including unpaid interest, real estate taxes, insurance premiums, and certain assessments paid on your behalf to a third party, will be added to your mortgage loan balance. **If you fulfill the terms of this agreement at the time of modification, we will waive all late charges that have accrued and remain unpaid.**

**Unpaid Principal Balance.** Current Unpaid Principal Balance of your loan remaining as of **JUNE 29, 2016**. The Unpaid Principal Balance does not include unpaid interest, real estate taxes, insurance premiums, or assessments paid on your behalf to a third party. **If you fulfill the terms of this agreement at the time of modification, the Unpaid Principal Balance will be replaced with the New Principal Balance.**

**Interest Rate.** The interest rate on your modified loan will be adjusted as noted in the attached Loan Modification Agreement.

**Term Extension.** To reduce your mortgage payment, we may extend the term of your mortgage. This means we may spread your payments over a longer period.

**Deferral of Principal.** To further reduce your mortgage payment, we will defer collection of and not collect interest on **\$471,937.18** of your outstanding principal. You will not be required to make monthly payments on that portion. This portion of principal will be due when you pay off the modified loan, which may be when you sell or transfer an interest in your house, refinance the loan, or when the last scheduled payment is due.

**Escrow Account.** The terms of your modification agreement require the servicer to set aside a portion of your new monthly payment in an escrow account for payment of your real estate taxes, insurance premiums and other required fees. Upon acceptance of the offer, any prior waiver of escrows by your lender is no longer in effect. **America's Servicing Company** will draw on this account to pay your real estate taxes and insurance premiums, including flood insurance, as they come due. Please note after your modification is complete, your escrow payment amount will adjust at least annually if your taxes, insurance premiums and/or assessment amounts change, so the amount of your monthly payment that **America's Servicing Company** must place in escrow will also adjust as permitted by law. This means that your monthly payment may change. Your initial monthly escrow payment will be **\$1,167.06**. This amount is included in the loan payment noted in Section 2 of the enclosed modification Agreement; you do not need to remit this amount separately.

**Escrow Shortage.** Due to the timing of your tax and insurance payments, we have determined that there is a shortage of funds in your escrow account in the amount of **\$4,376.45**. You may pay this amount over a 5-year (60 months) period. This additional **\$72.94** a month has already been included in the monthly escrow payment stated above and in the loan payment noted in Section 2 of the enclosed modification Agreement..

**Change To Biweekly Payment Loans.** If the Loan is a biweekly loan, through the enclosed Agreement, the Loan will convert to a monthly payment schedule. References in the Loan Documents to "biweekly," "every two weeks," and "every other Monday" shall be read as "monthly," except as it relates to the Modified Maturity Date. Interest will be charged on a 360-day year, divided into twelve (12) segments. Interest charged at all other times will be computed by multiplying the unpaid principal by the interest rate, dividing the result by 365, and then multiplying that daily interest amount by the actual number of days for which interest is then due.



In Witness Whereof, I have executed this Agreement.

Conrell Hadley  
Borrower: CONRELL HADLEY  
Date: 7/8/16  
[Space Below This Line for Acknowledgments]



**BORROWER ACKNOWLEDGMENT**

State of TEXAS

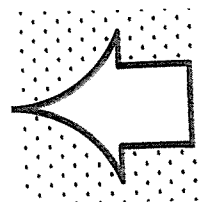
County of HARRIS

This instrument was acknowledged before me on 7-8-16 by CONRELL HADLEY (name or names of person or persons acknowledging).

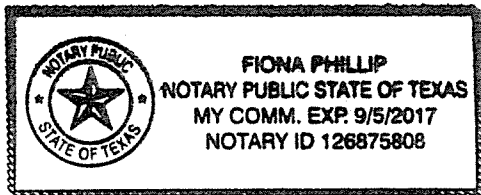
[Signature]  
Notary Public

Printed Name: FIONA PHILLIP

My commission expires: 9-5-17



**NOTARIZE**



In Witness Whereof, the Lender have executed this Agreement.

WELLS FARGO BANK, NA AS ATTORNEY-IN-FACT FOR U.S. BANK NATIONAL ASSOCIATION, AS TRUSTEE FOR STRUCTURED ASSET SECURITIES CORPORATION MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2006-BC2

By: (print name) \_\_\_\_\_ (sign) \_\_\_\_\_ Date \_\_\_\_\_  
(title)

\_\_\_\_\_ [Space Below This Line for Acknowledgments] \_\_\_\_\_

STATE OF \_\_\_\_\_ COUNTY OF \_\_\_\_\_

The instrument was acknowledged before me this \_\_\_\_\_ by \_\_\_\_\_ the

\_\_\_\_\_ of WELLS FARGO BANK, NA AS ATTORNEY-IN-FACT FOR U.S. BANK NATIONAL ASSOCIATION, AS TRUSTEE FOR STRUCTURED ASSET SECURITIES CORPORATION MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2006-BC2, a \_\_\_\_\_, on behalf of said company.

\_\_\_\_\_  
Notary Public

Printed Name: \_\_\_\_\_

My commission expires: \_\_\_\_\_

**THIS DOCUMENT WAS PREPARED BY:  
PRESTON SCHIEBER  
WELLS FARGO BANK, N.A.  
3476 STATEVIEW BLVD, MAC# X7801-03K  
FORT MILL, SC 29715**

Date: JUNE 29, 2016

Loan Number: (scan barcode)

Lender: U.S. BANK NATIONAL ASSOCIATION, AS TRUSTEE FOR STRUCTURED ASSET  
SECURITIES CORPORATION MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2006-BC2

Borrower: CONRELL HADLEY

Property Address: 4835 CANYON SHORE DR, HUMBLE, TEXAS 77396

## ERRORS AND OMISSIONS COMPLIANCE AGREEMENT

In consideration of U.S. BANK NATIONAL ASSOCIATION, AS TRUSTEE FOR STRUCTURED  
ASSET SECURITIES CORPORATION MORTGAGE PASS-THROUGH CERTIFICATES, SERIES  
2006-BC2

(the "Lender") agreeing to modify the referenced loan (the "Loan") to the Borrower, the Borrower agrees that if requested by the Lender, the Borrower will correct, or cooperate in the correction of, any clerical errors made in any document or agreement entered into in connection with the modification of the Loan, if deemed necessary or desirable in the reasonable discretion of the Lender, to enable Lender to sell, convey, seek guaranty or market the Loan to any entity, including without limitation, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Government National Mortgage Association, the Federal Housing Authority, the Department of Veterans Affairs or any municipal bond authority.

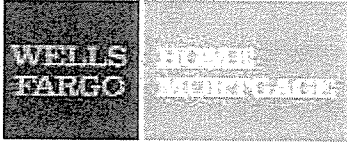
The Borrower agrees to comply with all such requests made by the Lender within 30 days of receipt of written request from the Lender.

The Borrower makes this agreement in order to assure that the documents and agreements executed in connection with the modification of the Loan will conform to and be acceptable in the marketplace in the event the Loan is transferred, conveyed, guaranteed or marketed by the Lender.

  
Borrower: CONRELL HADLEY

7/8/16  
Date





1000 Blue Gentian Rd Suite 300  
MAC Code 9999-01N  
Eagan, MN 55121

## Important Signing Instructions

This page contains a checklist and instructions for both the borrower and the notary. Please read all instructions prior to signing and notarizing the modification and supporting documents. These documents must be signed in the presence of a notary. Each set contains pages that the notary must complete, notarize and stamp. Please follow and check off the items during the signing. Failure to follow instructions may result in a delay in the closing of your modification.

### Notary Requirements:

- There must be 2 sets of documents provided to be completed and notarized. **Note:** Each set also includes the Loan Modification Agreement. The mortgagor(s) must sign the Loan Modification Agreement along with the Compliance Agreement (if enclosed).
  - Note:** FHA/VA/USDA will require the borrower to sign 1 set of documents
- Black ink is required.
- Notary's acknowledgement must list mortgagor(s) name exactly as it/they appear(s) on the modification documents.
- Stamp must be located below the Borrower Acknowledgement section on the Acknowledgment page. **Note:** The Lender Acknowledgement section is to be filled out by the Lender.
- Stamp and signature must be within the doc margins.
- Stamp and all other information must be legible.
- Stamp and signature must not cover any verbiage.
- State and county must be completed.
- Must be dated by the borrower and by the notary – dates must match.
- If the Notary marks the incorrect date and must make a correction, please make one strike through of the incorrect date, correct and initial.
- Notary must provide date when their commission expires when they notarize the Borrower Acknowledgement section of the modification documents.
- Must include notary's printed name both under their signature and after the "before me" verbiage.
- Do not print the borrower's driver's license or other identification document numbers on the actual modification and/or supporting documents.

- There may be other enclosed documents and/or affidavits. Please ensure that those are read, signed, notarized and dated correctly when returning the package.

**Borrower Requirements:**

- There must be 2 sets of documents provided to be completed and notarized. **Note:** Each set also includes the Loan Modification Agreement. The mortgagor(s) must sign the Loan Modification Agreement along with the Compliance Agreement (if enclosed).
  - Note:** FHA/VA/USDA will require the borrower to sign 1 set of documents
- Black ink is required.
- Signatures must match printed names.
- Borrower(s) must date where indicated.
- If the borrower(s) need(s) to correct a signature or date that they signed or dated in error; they can correct the error but must initial next to the correction.
- Depending on the state, witness signatures may be required. All signing parties must neatly print their names below their original signatures (Mortgagors, Notaries, Witnesses, Etc.). **Note:** The notary can be a witness, except in the state of Louisiana. They must sign in both the witness and the Borrower Acknowledgement sections.
- IMPORTANT:** There may be additional enclosed documents and/or affidavits. Please ensure that those are read. There may be times when they need to be signed, initialed, notarized and dated correctly when returning the package.
  - Some Examples are but not limited to:**
    - Maryland Affidavits.
      - Affidavit of Principal Balance.
      - Prince George's County Finance Affidavit
    - Rent Rider
    - Addendums



instead of your normal monthly mortgage payment. Also, please review the attached "Trial Period Plan Information and Legal Notices".

Principal and interest amount: **\$1,177.78**  
Escrowed property insurance amount: **\$399.67**  
Escrowed property taxes amount: **\$694.45**  
Escrowed shortage amount: **\$72.94**  
Total Trial Period Plan payment amount: **\$2,344.84**

1<sup>st</sup> payment: **\$2,344.84** Due by: **December 1, 2015**  
2<sup>nd</sup> payment: **\$2,344.84** Due by: **January 1, 2016**  
3<sup>rd</sup> payment: **\$2,344.84** Due by: **February 1, 2016**

If each payment is not received, this offer will end and your loan will not be modified under a mortgage assistance program.

Property value used to make this decision: **\$310,000.00**  
Total income used to make this decision: **\$6,224.00**

Please note that your trial period may extend beyond the dates provided. For that reason, continue making your trial period payments in the same amount by the same day of each month you currently make your trial period payments until your home preservation specialist advises that you may move forward with a final modification or that you are no longer eligible for a modification.

Some reasons for the extension could be tied to other liens you have on your property that may be required to be cleared prior to final approval of your modification. For example, we may need to receive a subordination agreement\* from the other lenders so that we can maintain our lien position; or if you have a judgment placed on your property you may be required to pay off the lien. Your mortgage may only be modified after we determine all your trial period payments were made on time and you submitted all the required documents, including any title clearance requirements, as described above. If you fail to provide a subordination agreement\* from another lender or fail to pay off a judgment lien as required, your modification may be denied even if you pay the trial period payments. Also, failure to make all trial period payments as outlined above, including if your trial period payments were extended will result in your Trial Period Plan being denied.

The trial payment amounts above include principal, interest, and escrow amounts. You do not currently have an escrow account for both your real estate taxes and property insurance premiums so America's Servicing Company will establish one on your behalf. When you make your mortgage payment, we deposit a portion of it into your escrow account to cover the costs of your real estate taxes and property insurance. Then, when your real estate taxes and property insurance premiums are due, we withdraw funds to pay those bills in full and on time for you. That way, you don't have to worry about budgeting or making those payments separately. Please note: If this assistance is concerning your second lien mortgage, an escrow is not required. Please continue to pay your real estate taxes and property insurance premiums. There may also be other unique circumstances where an escrow may not be required. If you have questions whether this applies to you, please refer to the payment information above or contact us.

As part of the review, America's Servicing Company used a process to determine which option best matched your circumstances. Once we reviewed and approved you for this program, we stopped reviewing you for other options that were considered less of a match to your circumstances.

### **You have the right to appeal this decision**

Carefully read over this letter, which states America's Servicing Company's decision. If you believe the decision is incorrect and want to appeal the decision, you may submit your appeal request in writing or by phone.



2023-39943 / Court: 125

CAUSE NO. \_\_\_\_\_

CONRELL HADLEY

v.

U.S. BANK, N.A.

§  
§  
§  
§  
§

IN THE DISTRICT COURT OF

HARRIS COUNTY, TEXAS

\_\_\_\_\_ JUDICIAL DISTRICT

P-3

TRORX

STBWA

CASO

**TEMPORARY RESTRAINING ORDER**

ON THIS DATE the Plaintiff's Application for Temporary Restraining Order that was incorporated into and pled in Plaintiff's Original Petition, Application for Injunctive Relief, and Request for Disclosures ("Petition") in this cause, was heard and considered before this Court.

Based upon the pleadings, exhibits, records, and documents filed by Plaintiff and presented to the Court, as well as the arguments of legal counsel at the hearing, IT CLEARLY APPEARS THAT:

- A. Unless U.S. Bank, N.A. ("Defendant"), their agents, employees, directors, shareholders, and legal counsel is/are immediately enjoined and restrained, Defendant may sell the Property at any time during the pendency of this matter thus depriving Plaintiff of ownership of the Property identified and described in the Petition and potentially causing Plaintiff to be dispossessed of the Property. Plaintiff will suffer an immediate and irreparable harm and will have no adequate remedies under the law, and Defendant may commit the foregoing before notice and hearing on Plaintiff's Application for Temporary Injunction.

B. Plaintiff will suffer an irreparable harm if Defendant, their agents, employees, directors, shareholders, and legal counsel are not restrained immediately because Defendant will sell the Property at a foreclosure sale on July 5, 2023, which is real property and Plaintiff's homestead. Thus the Property is unique, and, there is no adequate remedy at law to grant Plaintiff complete, final, and equitable relief.

**IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED** that Defendant, their agents, employees, directors, shareholders, and legal counsel are hereby ORDERED to immediately cease and desist from taking any further foreclosure action to sell the Property (including, but not limited to, sending notices of default, acceleration, and foreclosure sale) which is the subject matter of this lawsuit and is commonly known as 4835 Canyon Shore Drive, Humble, TX 77396. Defendant, their agents, employees, directors, shareholders, and legal counsel are hereby immediately enjoined and restrained from the date of entry of this Order until fourteen (14) days hereafter, or until further ordered by this Court.

**IT IS FURTHER THEREFORE ORDERED, ADJUDGED, AND DECREED** that Plaintiff's Application for Temporary Injunction be heard on the 7<sup>th</sup> day of July, 2023 starting at 11:00 a.m./p.m. in the courtroom of the 65<sup>th</sup> District Court of Harris County located at in the Harris County Courthouse, 201 Caroline Street, Houston, Texas 77002 and that Defendant is commanded to appear at that time and show cause, if any, why a temporary injunction should not be issued against Defendant.

The Clerk of the above-entitled court shall issue a notice of entry of a temporary restraining order in conformity with the law and the terms of this Order, to include a copy of this

Order, upon the filing by Plaintiff of the bond hereinafter set.

This Order shall not be effective until Plaintiff deposits with the Harris County District Clerk, a bond in the amount of \$ 1,000. -, in due conformity with applicable law. The bond may be in the form of cash, cashier's check, or a check drawn from operating account of Plaintiff's attorney's law firm.

SIGNED and ENTERED this the 29<sup>th</sup> day of June, 2023 at 4:53 ~~a.m.~~/p.m.

  
\_\_\_\_\_  
PRESIDING JUDGE