

Unofficial Copy Office of Marilyn Burgess District Clerk

EXHIBIT C



First American
MORTGAGE SOLUTIONS

Order Number:

15390572



Type:



Borrower:

JUSTINA PASQUALE

Property Address:

**25502 FOREST SPRINGS LAKE
SPRING, TX, 77373**

Client:

SERVICEMAC, LLC

Loc/Cust Number:

MOD - 37291.2

Client Code:

GR PGR

Please keep as the Cover Page when returning documents

Unofficial Copy Office of Magalyn Burgess District Clerk



OCTOBER 23, 2023

VIA OVERNIGHT COURIER

GILBERTO CANGAS JR & JUSTINA DE PASQUALE
25502 FRST SPGS LAK
SPRING TX 77373

Re: Loan No.: 5114019248
Property Address: 25502 FOREST SPRINGS LAKE, SPRING, TEXAS 77373

Dear GILBERTO CANGAS JR & JUSTINA DE PASQUALE:

Enclosed please find one (1) original Partial Claim Document Package and one copy for your records. Please review the Partial Claim Document Package to include the Subordinate Note and Subordinate Security Instrument. If it is consistent with your prior discussions with ServiceMac, LLC, please execute the documents **in the presence of a notary** and return in the overnight courier envelope **provided within 5 business days of receipt of this package, but no later than 14 days**. Please sign your name exactly as it is printed under the signature line. If witness signatures are required, each witness signature must be from two different individuals with their printed name under their signature. This document package will be reviewed to ensure that the documents are executed properly and in recordable form for recordation in the county where the property is located.

The Partial Claim in the amount of \$36,481.37 will bring your loan current and reduce the principal balance (if applicable). These funds will be requested from the HUD, no lump sum payment is required. You must resume payments as of **DECEMBER 1, 2023** as your first post-Partial Claim monthly payment with a total monthly payment of **\$1,600.82**. **Please note that the tax and insurance payment amount is subject to change upon escrow analysis. Repayment of the Partial Claim Mortgage will not be required until the first mortgage is satisfied or paid in full. ServiceMac, LLC will assume the responsibility for servicing this Promissory Note.** By signing, notarizing and returning the Partial Claim Agreement to us, you are indicating that you have the ability to make the contractual monthly payment.

PLEASE NOTE THAT TIME IS OF THE ESSENCE – The Partial Claim will not be completed until we receive the properly executed documents. Failure to return the documents properly executed and notarized by NOVEMBER 8, 2023 will result in ServiceMac, LLC's rescission of this loss mitigation option.

If you have any questions regarding the Documents, please consult with your ServiceMac, LLC Loss Mitigation Representative/Single Point of Contact at (866) 978-2622.

Very truly yours,

ServiceMac, LLC
NMLS#1687766
Enclosures

ServiceMac, LLC is a debt collector. ServiceMac, LLC is attempting to collect a debt and any information obtained will be used for that purpose. However, if you are in bankruptcy or received a bankruptcy discharge of this debt, this communication is not an attempt to collect the debt against you personally but is notice of a possible enforcement of the lien against the collateral property.

SUMMARY OF PROPOSED TERMS

REVIEW CAREFULLY. This summary provides an overview of the terms of your permanent Agreement, but you are encouraged to read the enclosed documents carefully to ensure you understand them. If you have questions, please contact us.

The terms of your existing Note, Security Instrument and all mortgage requirements remain in effect. Nothing in the Agreement shall be construed or understood to be a satisfaction or release in whole or in part of the obligations contained in the loan documents.

AGREEMENT TERMS AND CONDITIONS. The below are only a summary of changes, and the full enclosed Agreement should be reviewed for a full understanding of the changes.

| | |
|-----------------------|------------------|
| Partial Claim Amount: | \$36,481.37 |
| Effective Date: | NOVEMBER 1, 2023 |
| Payment Due Date: | DECEMBER 1, 2023 |

If you were on a trial period plan and there is a month in between your last trial plan and the date you resume your payments, it is due to the timing of your last trial payment being received and modification documents being sent. As a result, your Partial Claim amount may have included an additional month.

YOUR PARTIAL CLAIM BALANCE. While your loan was delinquent, fees or costs may have been assessed to your account. To bring your loan current, certain fees and costs were added (or capitalized) to the partial claim as explained below:

| | |
|---------------------------------|-------------|
| Past Due Payments: | \$24,058.51 |
| Shortage: | \$7,703.88 |
| Attorney Fees and Costs: | \$0.00 |
| Corporate Advance: | \$4,718.98 |
| LESS Borrower Suspense Balance: | \$1,600.82 |

LATE FEES WAIVED. If you execute the Agreement in a timely manner, any unpaid late fees will be waived on the effective date of the Agreement.

Unofficial Copy Office of Marilyn Burgess District Clerk

PROMISSORY NOTE

OCTOBER 23, 2023
[Date]

SPRING
[City]

TEXAS
[State]

25502 FOREST SPRINGS LAKE, SPRING, TEXAS 77373
[Property Address]

1. PARTIES.

"Borrower" means each person signing at the end of this Note, and the person's successors and assigns. "Secretary" or "Lender" means the Secretary of Housing and Urban Development and its successors and assigns.

2. BORROWER'S PROMISE TO PAY

In return for a loan received from Lender, Borrower promises to pay the principal sum of **THIRTY-SIX THOUSAND FOUR HUNDRED EIGHTY-ONE DOLLARS AND 37 CENTS (U.S. \$36,481.37)**, to the order of Lender.

3. PROMISE TO PAY SECURED

Borrower's promise to pay is secured by a mortgage, deed of trust or similar security instrument that is dated the same date as this Note and called the "Security Instrument." The Security Instrument protects the Lender from losses which might result if Borrower defaults under this Note.

4. PAYMENT OF PARTIAL CLAIM

(A) Time.

HUD will not require payment on the Partial Claim until the first of the following events occurs:

- (i) The maturity of the Mortgage, **SEPTEMBER 1, 2051**, the sale of the Property, the Payoff of the Mortgage, or
- (ii) if provided for under the Partial Claim note, the termination of FHA insurance, except that HUD will agree to subordinate the Partial Claim note to an FHA-Streamline Refinance.

(B) Place.

Payment shall be made at the **Office of Housing FHA-Comptroller, Director of Mortgage Insurance Accounting and Servicing, 451 Seventh Street, SW, Washington, DC 20410** or any such other place as Lender may designate in writing by notice to Borrower.

5. BORROWER'S RIGHT TO PREPAY

Borrower has the right to pay the debt evidenced by this Note, in whole or in part, without charge or penalty. If Borrower makes a partial prepayment, there will be no changes in the due date or in the amount of the monthly payment unless Lender agrees in writing to those changes.

6. WAIVERS

Borrower and any other person who has obligations under this Note waive the rights or presentment and notice of dishonor. "Presentment" means the right to require Lender to demand payment of amounts due. "Notice of dishonor" means the right to require Lender to give notice to other persons that amounts due have not been paid.

7. OBLIGATIONS OF PERSONS UNDER THIS NOTE

If more than one person signs this Note, each person is fully and personally obligated to keep all of the promises made in this Note, including the promise to pay the full amount owed. Any person who is a guarantor, surety or endorser of this Note is also obligated to do these things. Any person who takes over these obligations, including the obligations of a guarantor, surety or endorser of this Note, is also obligated to keep all of the promises made in this Note. Lender may enforce its rights under this Note against each person individually or against all signatories together. Any one person signing this Note may be required to pay all of the amounts owed under this Note.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Note.

GILBERTO CANGAS JR _____
Date

Unofficial Copy Office of Marilyn Burgess DeBartolomeis

Title: PARTIAL CLAIMS MORTGAGE

This Document Prepared By:
STEVEN DRODDY
SERVICEMAC
9726 OLD BAILES RD, UNIT 200
FORT MILL, SC 29707

When Recorded Mail To:
FIRST AMERICAN TITLE
DTO REC., MAIL CODE: 4002
4795 REGENT BLVD
IRVING, TX 75063

Tax/Parcel #: 1240130050015

_____ [Space Above This Line for Recording Data] _____

FHA Case No.: 512-1772932-703

Loan No: 5114019248

25502 FOREST SPRINGS LAKE, SPRING, TEXAS 77373
(herein "Property Address")

PARTIAL CLAIMS MORTGAGE

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

THIS SUBORDINATE MORTGAGE ("Security Instrument") is given on **OCTOBER 23, 2023**. The mortgagor is **GILBERTO CANGAS JR, A SINGLE MAN AND JUSTINA DE PASQUALE, AS TRUSTEE OF FOREST SPRINGS TRUST**

("Borrower"), whose address is **25502 FRST SPGS LAK, SPRING, TX 77373**. This Security Instrument is given to the **Secretary of Housing and Urban Development**, whose address is **451 Seventh Street SW, Washington, DC 20410** ("Lender"). Borrower owes Lender the principal sum of **THIRTY-SIX THOUSAND FOUR HUNDRED EIGHTY-ONE DOLLARS AND 37 CENTS (U.S. \$36,481.37)**. This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for the full debt, if not paid earlier, due and payable on **SEPTEMBER 1, 2051**.

This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, advanced under Paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, warrant, grant and convey to the Lender, with power of sale, the following described property located in the County of **HARRIS**, State of **TEXAS**:

which has the address of , **25502 FOREST SPRINGS LAKE, SPRING, TEXAS 77373** (herein "Property Address");

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF:

Tax Parcel No. **1240130050015**

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing, is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage, grant and convey the Property, and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

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

- 1. Payment of Principal.** Borrower shall pay when due the principal of the debt evidenced by the Note.
- 2. Borrower Not Released; Forbearance By Lender Not a Waiver.** Extension of the time of payment of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successor in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of

any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

3. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the term of this Security Instrument or the Note without that Borrower's consent.

4. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to: Department of Housing and Urban Development, Attention: Single Family Notes Branch, 451 Seventh Street SW, Washington, DC 20410 or any address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

5. Governing Law; Severability. This Security Instrument shall be governed by Federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

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

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

7. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument. The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the non-existence of

a default or any other defense of Borrower to acceleration and sale. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may invoke the power of sale and any other remedies permitted by Applicable Law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 7, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

If the Lender's interest in this Security Instrument is held by the Secretary and the Secretary requires immediate payment in full under Paragraph 4 of the Subordinate Note, the Secretary may invoke the non-judicial power of sale provided in the Single Family Mortgage Foreclosure Act of 1994 ("Act") (12 U.S.C. § 3751 *et seq.*) by requesting a foreclosure commissioner designated under the Act to commence foreclosure and to sell the Property as provided by the Act. Nothing in the preceding sentence shall deprive the Secretary of any rights otherwise available to Lender under this paragraph or applicable law.

Unofficial Copy Office of Marilyn Burgess-DiStasio

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument.

Borrower: **GILBERTO CANGAS JR** _____ **Date**

Borrower: **JUSTINA DE PASQUALE *signing solely to acknowledge this Agreement, but not to incur any personal liability for the debt** _____ **Date**

_____ [Space Below This Line for Acknowledgments] _____

BORROWER ACKNOWLEDGMENT

State of **TEXAS**

County of _____

This instrument was acknowledged before me, _____ on this day personally appeared **GILBERTO CANGAS JR, JUSTINA DE PASQUALE** known to me, _____ proved to me through

_____ (description of Identify Card or Document) to be the person(s) whose name(s) is/are subscribed to the foregoing instrument and acknowledged to me that he/she/they executed the same for the purposes and consideration therein expressed.

_____ This notarial act was an online notarization using communication technology

Given under my hand and seal of office this _____ day of _____ (month), _____ (year)

Notary Public's Signature

Printed Name

EXHIBIT A

BORROWER(S): GILBERTO CANGAS JR, A SINGLE MAN AND JUSTINA DE PASQUALE, AS TRUSTEE OF FOREST SPRINGS TRUST

LOAN NUMBER: 5114019248

LEGAL DESCRIPTION:

The land referred to in this document is situated in the CITY OF SPRING, COUNTY OF HARRIS, STATE OF TEXAS, and described as follows:

LOT FIFTEEN (15), IN BLOCK FIVE (5), OF SPRING LAKES, SECTION THIRTEEN (13), A SUBDIVISION IN HARRIS COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED UNDER FILM CODE NO(S). 533079 OF THE MAP RECORDS OF HARRIS COUNTY, TEXAS.

ALSO KNOWN AS: 25502 FOREST SPRINGS LAKE, SPRING, TEXAS 77373

Unofficial Copy Office of Marilyn Burdette District Clerk

Date: **OCTOBER 23, 2023**
Loan Number: **5114019248**
Lender: **SECRETARY OF HOUSING AND URBAN DEVELOPMENT**
Borrower: **GILBERTO CANGAS JR, JUSTINA DE PASQUALE**
Property Address: **25502 FOREST SPRINGS LAKE, SPRING, TEXAS 77373**

NOTICE OF NO ORAL AGREEMENTS

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 ORAL AGREEMENTS BETWEEN THE PARTIES.

Receipt of Notice. The undersigned hereby admit to having each received and read a copy of this Notice on or before execution of the Loan Agreement. "Loan Agreement" means one or more promises, promissory notes, agreements, undertakings, security agreements, deeds of trust or other documents, or commitments, or any combination of those actions or documents, pursuant to which a financial institution loans or delays repayment of or agrees to loan or delay repayment of money, goods or any other thing of value or to otherwise extend credit or make a financial accommodation.

Borrower
GILBERTO CANGAS JR Date

Borrower
JUSTINA DE PASQUALE *signing solely to acknowledge this Agreement, but not to incur any personal liability for the debt Date

Date: **OCTOBER 23, 2023**
Loan Number: **5114019248**
Lender: **SECRETARY OF HOUSING AND URBAN DEVELOPMENT**
Borrower: **GILBERTO CANGAS JR, JUSTINA DE PASQUALE**
Property Address: **25502 FOREST SPRINGS LAKE, SPRING, TEXAS 77373**

ERRORS AND OMISSIONS COMPLIANCE AGREEMENT

In consideration of **SECRETARY OF HOUSING AND URBAN DEVELOPMENT**

(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.

GILBERTO CANGAS JR

Date

JUSTINA DE PASQUALE *signing solely to acknowledge this Agreement, but not to incur any personal liability for the debt

Date

Lender: **SECRETARY OF HOUSING AND URBAN DEVELOPMENT**

Loan Number: **5114019248**

Loan Amount: **\$36,481.37**

Borrower: **GILBERTO CANGAS JR**

Address: **25502 FOREST SPRINGS LAKE, SPRING, TEXAS 77373**

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: SECRETARY OF HOUSING AND URBAN DEVELOPMENT

By:

Date

Borrower: **GILBERTO CANGAS JR**

Date

Unofficial Copy Office of Marilyn Burgess District Clerk

ORIGIN ID: DALA (866) 512-1327
FRST AMERICAN TITLE DT O
FRST AMERICAN TITLE COMPANY
4795 REGENIT BLVD. MC 4001

IRVING, TX 75063
UNITED STATES US

SHIP DATE: 26OCT23
ACTWGT: 1.00 LB
CAD: 101854216INNET4660

BILL SENDER

TO GILBERTO CANGAS JR
JUSTINA DE PASQUALE
25502 FRST SPGS LAK

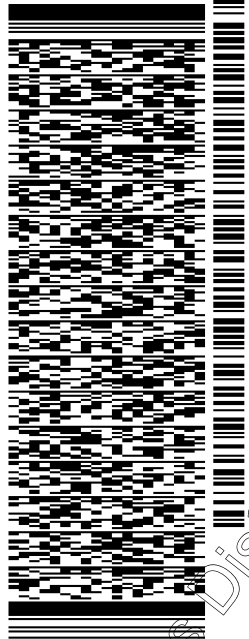
SPRING TX 77373

(866) 206-5241
INV: 15390572 CANGAS JR
PO

REF: 19531

DEPT: FATH09

583J1/BC8B/9AE3



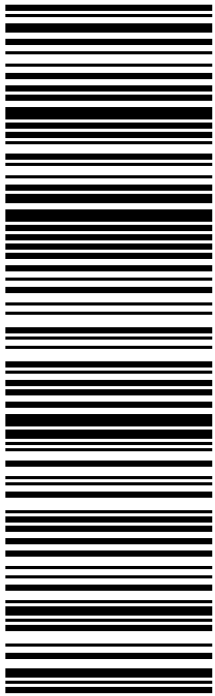
J234023101501uv

TRK# 7738 7200 1150
0201

FRI - 27 OCT 5:00P
STANDARD OVERNIGHT

AB MIFA

TX-US 77373
IAH



After printing this label:

1. Use the 'Print' button on this page to print your label to your laser or inkjet printer.
2. Fold the printed page along the horizontal line.
3. Place label in shipping pouch and affix it to your shipment so that the barcode portion of the label can be read and scanned.

Warning: Use only the printed original label for shipping. Using a photocopy of this label for shipping purposes is fraudulent and could result in additional billing charges, along with the cancellation of your FedEx account number.

Use of this system constitutes your agreement to the service conditions in the current FedEx Service Guide, available on fedex.com. FedEx will not be responsible for any claim in excess of \$100 per package, whether the result of loss, damage, delay, non-delivery, misdelivery, or misinformation, unless you declare a higher value, pay an additional charge, document your actual loss and file a timely claim. Limitations found in the current FedEx Service Guide apply. Your right to recover from FedEx for any loss, including intrinsic value of the package, loss of sales, income interest, profit, attorney's fees, costs, and other forms of damage whether direct, incidental, consequential, or special is limited to the greater of \$100 or the authorized declared value. Recovery cannot exceed actual documented loss. Maximum for items of extraordinary value is \$1,000, e.g. jewelry, precious metals, negotiable instruments and other items listed in our Service Guide. Written claims must be filed within strict time limits, see current FedEx Service Guide.

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ORIGIN ID: MIFA (866) 206-5241
GILBERTO CANGAS JR
JUSTINA DE PASOULAE
25502 FRST SPCS LAK

SHIP DATE: 26OCT23
ACTWGT: 1.00 LB
CAD: 101854216INNET4660

SPRING TX 77373
UNITED STATES US

TO ATTN: DTO SIGNING SERVICES - MC 4001
FIRST AMERICAN TITLE INSURANCE COMP
4795 REGENT BLVD

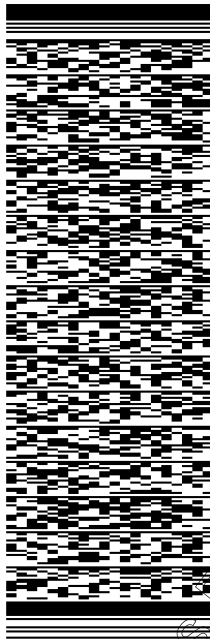
IRVING TX 75063

(800) 965-0363
INV: 15390572 CANGAS JR
PO

REF: 15531

DEPT: FR100

RMA:



J234023101501uv

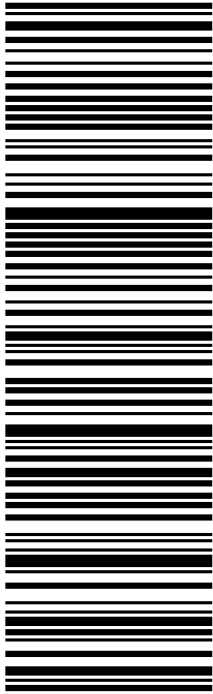
583J1/BC8B/9AE3

TRK# 7914 0178 9575
0221

RETURNS MON-FRI
STANDARD OVERNIGHT

75063

TX-US



1. Select the 'Print' button to print 1 copy of each label.
2. The Return Shipment instructions, which provide your recipient with information on the returns process, will be printed with the label(s).
3. After printing, select your next step by clicking one of the displayed buttons.

Note: To review or print individual labels, select the Label button under each label image above.

Use of this system constitutes your agreement to the service conditions in the current FedEx Service Guide, available on fedex.com. FedEx will not be responsible for any claim in excess of \$100 per package, whether the result of loss, damage, delay, non-delivery, misdelivery, or misinformation, unless you declare a higher value, pay an additional charge, document your actual loss and file a timely claim. Limitations found in the current FedEx Service Guide apply. Your right to recover from FedEx for any loss, including intrinsic value of the package, loss of sales, income interest, profit, attorney's fees, costs, and other forms of damage whether direct, incidental, consequential, or special is limited to the greater of \$100 or the authorized declared value. Recovery cannot exceed actual documented loss. Maximum for items of extraordinary value is \$500, e.g. jewelry, precious metals, negotiable instruments and other items listed in our Service Guide. Written claims must be filed within strict time limits, see current FedEx Service Guide.

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