

Unofficial Copy Office of Marilyn Burgess District Clerk

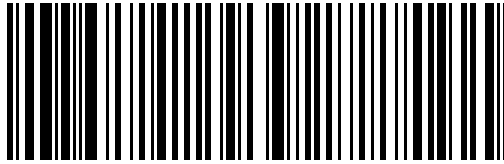
EXHIBIT D

Guaranteed Rate, Inc.
PO Box 100081
Duluth GA 30096

FIRST-CLASS MAIL
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DENVER, CO
Permit No. 2413

Mailed 03/07/23
Postage \$4.99

USPS CERTIFIED MAIL



9207 1902 5072 8600 0507 17

Gilberto Cangas Jr
25502 Forest Springs Lak
Spring TX 77373



79458.117218.29466179-P:78

Unofficial Copy Office of Marilyn Burgess District Clerk



Sent Via Certified Mail

03/07/2023

Gilberto Cangas Jr
25502 Forest Springs Lak
Spring, TX 77373

RE: Loan Number: 5114019248
Property Address: 25502 Forest Springs Lak
Spring, TX 77373

GUARANTEED RATE, LLC IS CONSIDERED TO BE A DEBT COLLECTOR UNDER CERTAIN STATE AND FEDERAL LAWS. ACCORDINGLY, FOR THE PURPOSE OF SUCH LAWS, THIS COMMUNICATION IS FROM A DEBT COLLECTOR AND IS AN ATTEMPT TO COLLECT DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THIS PURPOSE.

IF YOU RECEIVE OR HAVE RECEIVED A DISCHARGE OF THIS DEBT THAT IS NOT REAFFIRMED IN A BANKRUPTCY PROCEEDING, YOU WILL NOT BE PERSONALLY RESPONSIBLE FOR THE DEBT. IF THE AUTOMATIC STAY IS IN EFFECT, WE WILL NOT ACT TO COLLECT ON THE DEBT OWED UNTIL THE STAY HAS BEEN LIFTED OR THE CASE HAS BEEN CLOSED, DISMISSED, OR DISCHARGED. IF THIS STATEMENT HAS REACHED YOU AFTER YOUR CASE HAS BEEN DISCHARGED, PLEASE BE ASSURED THAT WE ARE NOT ATTEMPTING, AND WILL NOT ATTEMPT, TO COLLECT THIS DEBT AS A PERSONAL OBLIGATION, EXCEPT IN THOSE CIRCUMSTANCES WHERE WE MAY HAVE THE RIGHT TO DO SO UNDER APPLICABLE BANKRUPTCY LAW. OTHERWISE WE WILL SEEK RECOVERY OF THE DEBT FROM THE PROPERTY SECURING THE DEBT.

NOTICE OF DEFAULT AND INTENT TO ACCELERATE

Dear Gilberto Cangas Jr:

This letter is formal notice by Guaranteed Rate, Inc. ("Guaranteed Rate, Inc."), the servicer ("Servicer"), of the above-referenced loan ("Loan"), that you are in default under the terms of the documents creating and securing your Loan, including the Note and Deed of Trust/Mortgage/Security Deed ("Security Instrument"). The nature of the default is the failure to make the payments required for this Loan, as agreed to in the Note and Security Instrument. Failure to respond to this letter may result in the loss of the property ("the Property") referenced above.

Guaranteed Rate, Inc. is the mortgage servicer for the mortgagee of the Deed of Trust and the parties have entered into an agreement ("the Servicing Agreement") granting Guaranteed Rate, Inc. authority to service the Loan and represent the Lender. Pursuant to the Servicing Agreement, Guaranteed Rate, Inc. is granted authority to collect and service debt associated with the Deed of Trust. Under §51.0025 of the Texas Property Code, Guaranteed Rate, Inc., as the mortgage servicer, is authorized to administer any resulting foreclosure of the Property covered by the Deed of Trust on behalf of the Lender. All communication about your Loan should be made through Guaranteed Rate, Inc. at (866) 935-9130, located at 3940 North Ravenswood, Chicago, IL 60613.

As of the date of this notice, the total past due amount required to cure the default is \$19,640.35, which consists of the following:

Total Monthly Payments Due:

\$16,864.98

Due Date	Principal	Interest	Escrow	Total
05/01/2022	\$328.36	\$464.38	\$740.44	\$1,533.18
06/01/2022	\$329.18	\$463.56	\$740.44	\$1,533.18
07/01/2022	\$330.00	\$462.74	\$740.44	\$1,533.18
08/01/2022	\$330.82	\$461.92	\$740.44	\$1,533.18
09/01/2022	\$331.65	\$461.09	\$740.44	\$1,533.18
10/01/2022	\$332.48	\$460.26	\$740.44	\$1,533.18
11/01/2022	\$333.31	\$459.43	\$740.44	\$1,533.18
12/01/2022	\$334.15	\$458.59	\$740.44	\$1,533.18
01/01/2023	\$334.98	\$457.76	\$740.44	\$1,533.18
02/01/2023	\$335.82	\$456.92	\$740.44	\$1,533.18
03/01/2023	\$336.66	\$456.08	\$740.44	\$1,533.18
Late Charges:				\$285.39
Uncollected NSF Fees:				\$25.00
Other Fees:				\$0.00
Corporate Advance Balance:				\$2,464.98
Unapplied Balance:				<u>(\$0.00)</u>
TOTAL AMOUNT PAST DUE REQUIRED TO CURE DEFAULT:				\$19,640.35

You have a right to cure the default. To cure the default, you must pay the total amount past due of \$19,640.35 by 04/11/2023 (or if said date falls on a Saturday, Sunday, or legal holiday, then on the first business day thereafter). The total amount due does not include any amounts that become due after the date of the notice. Please note any additional monthly payments, late charges and other charges that may become due under the Note, Security Instrument and applicable law after the date of this notice must also be paid to bring your Loan current. You may contact us at (866) 935-9130 to obtain updated payment information. This letter is in no way intended as a payoff statement for your Loan, it merely states an amount necessary to cure the current default.

Payment must be made by check or money order, payable to Guaranteed Rate, Inc., and sent to the address below. Please include your Loan number and the Property address with your payment and send to:

Guaranteed Rate, Inc.
 PO Box 105178
 Atlanta, GA 30348-5178

Overnight:
 Guaranteed Rate, Inc.
 ATTN: Lockbox 105178 Services - Guaranteed Rate
 3585 Atlanta Avenue
 Hapeville, GA 30354-1705

Subject to the terms of the loan documents, and applicable law, Guaranteed Rate, Inc. reserves the right to accept or reject a partial payment of the total amount required to cure the default without waiving any of its right to accelerate the loan obligation or proceed with foreclosure. For example, if less than the full total amount required to cure the default is sent to us, we can keep the payment and apply it to the debt but still proceed with acceleration and sale of the property since the default would not have been cured.

Please note that your right to cure this default, as referenced in this letter, does not suspend your payment obligations under the Note. Pursuant to the terms of the Note, the next installment payment is still due on 05/01/2022.

Failure to cure the default on or before 04/11/2023 will result in acceleration of the sums secured by the Security Instrument and sale of the Property. If the default is not cured on or before 04/11/2023 deadline, Guaranteed Rate, Inc. at its option will require immediate payment in full of all sums secured by the Security Instrument without further demand and may invoke the power of sale and any other remedies permitted by applicable law.

You have the right to reinstate your Loan after acceleration, pursuant to and subject to the provisions and limitations of your Note and Security Instrument. You also have the right to bring a court action to assert the non-existence of a default or any other defense you may have to acceleration and sale. In addition, you may have other rights under State or Federal Law, or under the loan documents. Under the terms of the Note and Security Instrument, all expenses incurred in pursuing the remedies provided in the Note and Security Instrument, and allowed by applicable law, may be collected, which may include, but are not limited to, reasonable attorneys' fees, property inspection fees, and valuation fees.

IF YOU ARE UNABLE TO BRING YOUR ACCOUNT CURRENT, Guaranteed Rate, Inc. offers consumer assistance programs designed to help resolve delinquencies and avoid foreclosure. These services are provided without cost to you. You may be eligible for a loan workout plan or other similar alternatives to foreclosure. If you would like to learn more about these programs, you may contact Account Resolution Team at (866) 935-9130 to discuss possible options. You may also visit our website at www.rate.com/SM to learn more about the options available to you. WE ARE VERY INTERESTED IN ASSISTING YOU.

For additional information on foreclosure prevention alternatives offered by, or through, Guaranteed Rate, Inc., please refer to the enclosed "Information on Avoiding Foreclosure".

HUD Counseling: For additional assistance, the United States Department of Housing and Urban Development ("HUD"), which is a government agency, sponsors housing counseling agencies throughout the country that can provide you advice on foreclosure alternatives, budgetary issues, and even assistance with understanding this notice. There is no fee for this service. If you would like assistance, you can contact a HUD-approved housing counselor by calling 1-800-569-4287 or you can reach the HOPE Hotline number at 1-888-995-HOPE. You may also visit the HUD website at <http://www.hud.gov/counseling>.

HUD Consejería: Para obtener ayuda adicional, el Departamento de Vivienda y Desarrollo Urbano ("HUD") de Estados Unidos, que es una agencia del gobierno, patrocina agencias de asesoría de vivienda en todo el país que le puede proporcionar asesoramiento sobre las alternativas de ejecución hipotecaria, las cuestiones presupuestarias, e incluso la asistencia con la comprensión de este aviso. No hay que pagar por este servicio. Si desea ayuda, puede ponerse en contacto con un asesor de vivienda aprobado por HUD llamando al 1-800-569-4287 o puede llegar a la Línea Directa de HOPE al 1-888-995-HOPE. También puede visitar el sitio web de HUD en <http://www.hud.gov/counseling>.

If you are hearing or speech impaired, you can access HUD's toll-free number via Text Telephone (TTY) by calling the Federal Information Relay Service at (800) 877-8339.

Attention Servicemembers and Dependents: Servicemembers on "active duty" or "active service", or a spouse or dependent of such a servicemember may be entitled to certain legal protections and debt relief pursuant to the Servicemembers Civil Relief Act (50 USC §§ 3901 et seq.) (SCRA). If you are entitled to or have questions as to whether you are entitled to legal protections under SCRA, you should contact your unit's Judge Advocate, your installation's Legal Assistance Officer at <https://legalassistance.law.af.mil/>, or the Military OneSource at www.militaryonesource.com/scra or 1-800-342-9647 to find out more information. You can also contact (866) 935-9130 if you have any questions about your rights under SCRA.

If you disagree with the assertion that the Loan is in default, or if you disagree with the calculation of the total amount past due required to cure the default, you may contact us by calling (866) 935-9130. If you prefer to reach us by mail, please include your Loan number and the Property address with your question(s), and send to:

Guaranteed Rate, Inc.
PO Box 100078
Duluth, GA 30096

If you have questions about any of the items contained in this notice, or need any additional information, please contact Guaranteed Rate, Inc. at (866) 935-9130, Monday - Friday 8:30 AM - 8:00 PM, Saturday 9:00 AM - 3:00 PM Eastern Time or by email at support@myrateservicing.com.

This matter is very important. Please give it your immediate attention.

Sincerely,

Guaranteed Rate, Inc.
(866) 935-9130
Monday - Friday 8:30 AM - 8:00 PM, Saturday 9:00 AM - 3:00 PM Eastern Time
NMLS Number: 2611

ServiceMac, LLC (NMLS #1687766) provides certain mortgage servicing functions and services on behalf of Guaranteed Rate. For more information regarding ServiceMac, LLC including licensing and other legal information, please visit www.myservicemac.com.

Enclosure: Information on Avoiding Foreclosure
Additional Statutory Required Disclosures

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Information on Avoiding Foreclosure

These options may be available to you depending on your hardship. There are options to help you stay in your home and bring your mortgage current, and options that allow you to leave your home while avoiding foreclosure. We can answer any questions you may have about these options, including the general eligibility requirements.

OPTIONS TO STAY IN YOUR HOME	OVERVIEW	BENEFIT
Reinstatement	<ul style="list-style-type: none"> ▪ Pay all past due amounts in a single lump-sum payment. ▪ Available if you have the funds to pay now. 	<ul style="list-style-type: none"> ▪ Allows you to bring your mortgage current immediately.
Repayment Plan	<ul style="list-style-type: none"> ▪ Pay all past due amounts together with your regular monthly payments over an extended period of time. ▪ Available if you have sufficient income to cover more than your regular monthly payment. 	<ul style="list-style-type: none"> ▪ Allows you time to bring your mortgage current without having to make a single lump-sum payment.
Payment Deferral	<ul style="list-style-type: none"> ▪ Defer repayment of one or two past-due principal and interest payments, which will be due and payable at the maturity of the mortgage loan or earlier upon the sale or transfer of the property, refinance of the mortgage loan, or payoff of the interest-bearing unpaid principal balance. 	<ul style="list-style-type: none"> ▪ Allows you to bring your mortgage current by delaying repayment of past-due principal and interest amounts without changing other terms of your mortgage.
Forbearance Plan	<ul style="list-style-type: none"> ▪ Make reduced payments or no payments for a specific period of time (for example, six months). During this time your mortgage will become increasingly delinquent. 	<ul style="list-style-type: none"> ▪ Allows you time to improve your financial situation and possibly qualify for another option, such as a modification, upon completion of the forbearance plan.
Modification	<ul style="list-style-type: none"> ▪ Make modified payments based on new terms. ▪ Requires your successful completion of a three-month trial period plan. 	<ul style="list-style-type: none"> ▪ Allows you to bring your mortgage current by permanently modifying your mortgage. ▪ Intended to make your payments or terms more manageable; typically results in a lower monthly payment.
OPTIONS TO LEAVE YOUR HOME	OVERVIEW	BENEFIT
Short Sale	<ul style="list-style-type: none"> ▪ Sell your property. ▪ Proceeds from the sale are used to pay off a portion of your mortgage balance when you owe more on your mortgage than the home is worth. 	<ul style="list-style-type: none"> ▪ Allows you to transition out of your home to avoid foreclosure. ▪ Relocation funds may be available. ▪ The remainder of your mortgage debt after the transfer of ownership may be forgiven, but there may be tax consequences – consult a tax advisor.

Mortgage (Deed-in-Lieu Foreclosure)	Release of <ul style="list-style-type: none"> ▪ Transfer ownership of your property to us in exchange for relief from some or all of the mortgage debt. 	<ul style="list-style-type: none"> ▪ Allows you to transition out of your home if you are unable to sell your home to avoid foreclosure. ▪ Relocation funds may be available. ▪ The remainder of your mortgage debt after the transfer of ownership may be forgiven, but there may be tax consequences—consult a tax advisor.
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ADDITIONAL STATUTORY REQUIRED DISCLOSURES

You may apply for the Department of Treasury's Homeowner Assistance Fund (HAF), if HAF is available in your jurisdiction. More information on HAF is available at: <https://home.treasury.gov/policy-issues/coronavirus/assistance-for-state-local-and-tribal-governments/homeowner-assistance-fund>

Successor in Interest:

Successor in Interest Information: A Successor in Interest is someone who acquires an ownership interest in a property secured by a mortgage loan by transfer upon the death of a relative, as a result of a divorce or legal separation, through certain trusts, between spouses, from a parent to a child, or when a borrower who is a joint tenant or tenant by the entirety dies. If you are a successor in interest, or you think you might be, you may contact us by calling (866) 935-9130, Monday - Friday 8:30 AM - 8:00 PM, Saturday 9:00 AM - 3:00 PM Eastern Time, to start the confirmation process.

Credit Reporting Information:

You are notified that this default and any other legal action that may occur as a result thereof may be reported to one or more local and national credit reporting agencies by Guaranteed Rate, Inc..

For Texas Residents:

COMPLAINTS REGARDING THE SERVICING OF YOUR MORTGAGE SHOULD BE SENT TO THE DEPARTMENT OF SAVINGS AND MORTGAGE LENDING, 2601 NORTH LAMAR, SUITE 201, AUSTIN, TX 78705. A TOLL-FREE CONSUMER HOTLINE IS AVAILABLE AT 877-276-5550.

Assert and protect your rights as a member of the armed forces of the United States. If you are or your spouse is serving on active military duty, including active military duty as a member of the Texas National Guard or the National Guard of another state or as a member of a reserve component of the armed forces of the United States, please send written notice of the active duty military service to the sender of this notice immediately.

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