

CITY OF BILLINGS
Attn: SUBORDINATION DEPT
2825 3RD AVE NORTH
BILLINGS, MT 59101

RECEIVED
APR 21 2017
BY: _____



We are requesting the attached Subordination Agreement to be reviewed and signed, in reference to the original mortgage made to Lakeview Loan Servicing, LLC.

This is a hardship modification of an existing loan; this is not a refinance, there is no cash out, and there are no associated closing costs. Documents provided are based on the modification process of an existing loan; therefore documents may not be available based on your requirements. Failure to subordinate may result in foreclosure.

| ORIGINAL MORTGAGE INFO: | |
|--------------------------------|--------------|
| AMOUNT | \$123,219.00 |
| DATE | 6/23/2014 |
| RECORDING DATE | 6/24/2014 |
| BOOK/INSTRUMENT # | 3709000 |
| PAGE # | 1 |

| EXISTING MORTGAGE TERMS: | |
|---------------------------------|--------------|
| PRINCIPAL BALANCE | \$120,928.94 |
| INTEREST RATE (%) | 3.779 |
| TERM (months) | 360 |
| P&I AMOUNT | \$572.68 |
| ESCROW PAYMENT | \$282.96 |
| TOTAL MONTHLY PAYMENT | \$855.63 |

| MODIFIED LOAN TERMS: | |
|-----------------------------|--------------|
| PRINCIPAL BALANCE | \$103,482.92 |
| INTEREST RATE (%) | 3.779 |
| TERM (months) | 360 |
| P&I AMOUNT | \$480.95 |
| ESCROW PAYMENT | \$312.45 |
| TOTAL MONTHLY PAYMENT | \$793.40 |

We have attached supporting documentation per your requirements, including any fees if applicable.

Please sign and return the original agreement for recording, in the return envelope provided. If you have any questions please contact me at (716)529-2077, or ehuff@mtb.com.

Thank you,
Ebony Huff
M&T Bank
475 Crosspoint Pkwy
Getzville NY 14068

Prepared By:
Justin Ellis
Assistant Vice President
Lakeview Loan Servicing, LLC
475 Crosspoint Pkwy, Getzville, NY 14068

SUBORDINATION AGREEMENT

DATE: _____

The parties agree as follows:

Holder of Existing Mortgage ("Holder") is: CITY OF BILLINGS

Address: 2825 3RD AVENUE NORTH, BILLINGS, MT 59101

Mortgagee in the new Mortgage or Modification of Existing First Mortgage ("Mortgagee") is: Lakeview Loan Servicing, LLC.
Address: 475 Crosspoint Pkwy, Getzville, NY 14068

1. The property which is the subject of the lien of the New Mortgage (the "Property") is described as follows:

Address: [REDACTED] BILLINGS MT 59101-4618

Tax ID: [REDACTED]

Legal Description: SEE ATTACHED

2. The Holder now owns and holds the following mortgage (the "Existing Mortgage") and the bond or note which it secures:

Mortgage made by [REDACTED] To CITY OF BILLINGS in the amount of \$15,000.00 Dated 6/23/2014 and recorded on 6/24/2014, recorded in Book [REDACTED] Page 1; Instrument No. NA In the office of YELLOWSTONE County, MONTANA covering all or part of the Property.

3. The owner of the Property is about to sign and deliver to Mortgagee, a new mortgage or a modification of an existing first mortgage (either being known as the "New Mortgage") to secure the amount of \$103,482.92 and interest covering the Property.
4. The Mortgagee will not accept the New Mortgage unless the Existing Mortgage is subordinated to it. In exchange for \$ 0.00 and other good and valuable consideration and to induce Mortgagee to accept the New Mortgage the Holder agrees to subordinate the lien of the Existing Mortgage to the lien of the New Mortgage.
5. The Existing Mortgage lien shall be subordinated in the amount secured by the New Mortgage and interest and advances already paid and to be paid in the future under the New Mortgage. Examples of the advances are brokerage commissions, fees for making the loan, mortgage recording taxes, documentary stamps, fees for examination of title and surveys. Advances may be paid without notice to Holder. The maximum amount of the lien of the Existing Mortgage that is subordinated is the amount secured by the New Mortgage and interest and advances as set forth hereinabove.
6. If there is more than one Holder, each shall be separately liable. The words "Holder" and "Mortgagee" shall include their heirs, executors, administrators, successors and assigns. If there is more than one Holder or Mortgagee, the words "Holder" and "Mortgagee" used in this Agreement include them.

Holder states that Holder has read this Subordination Agreement received a completely filled-in copy of it and has signed this Subordination Agreement as of the date at the top of the first page.

HOLDER:
CITY OF BILLINGS

WITNESS 1

BY: _____

WITNESS 2

NAME: _____

TITLE: _____

STATE OF _____)

COUNTY OF _____)

On this _____ day of _____, 2017__ before me, the undersigned, a Notary Public, personally appeared _____ personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the foregoing instrument and he/she/they acknowledged to me that he/she/they executed the same in his/her/their capacity and that by his/her/their signature on said instrument, the individual or the person upon behalf of which the individual acted, executed the instrument, and that such individual made such appearance before the undersigned in the city/town of _____ State of _____.

Notary Public

My commission expires: _____

EXHIBIT A

All that property situate in the County of Yellowstone and State of Montana described as:

[REDACTED]

Subject to all reservations and exceptions of record and in patents from the United States or the State of Montana, all existing easements and rights of way of record, building use, zoning, sanitary and environmental restrictions, and all prior conveyances, leases or transfers of any interest in minerals including oil, gas and other hydrocarbons.

Being the same property conveyed to [REDACTED] in deed dated June 23, 2014 recorded June 24, 2014 in Instrument [REDACTED] in the County of Yellowstone and State of Montana.

More commonly known as [REDACTED], Billings, MT 59101

Tax ID: [REDACTED]

To whom it at concern,

I am applying for hardship assistance because I lost my job May 8, 2015. I am receiving unemployment but it is not enough to pay my mortgage and my other bills. I receive \$258 a week. I am actively looking for a job and have had a couple of interviews that have not panned out. As soon as I have a job I will be able to make my payments again.

Thank you for your consideration.



SECMTB



08 November 2016

[REDACTED]

[REDACTED]

BILLINGS MT 59101-4618

Loan #: [REDACTED]

Dear [REDACTED],

We would like to inform you that your application for a Modification has been granted. This approval is subject to the following terms and conditions:

| Capitalized Fees: | | AMOUNT TO BE PAID BY MORTGAGOR | |
|-------------------------------|-----------|--------------------------------|--|
| Capitalized Interest at | 3.7790% | \$0.00 | Title Fees and Costs: \$0.00 |
| ***Interest to | 10/1/2016 | | Interest: \$0.00 |
| Capitalized Corp. Adv: | | \$0.00 | Corp Advance: \$0.00 |
| Capitalized Escrow shortage: | | \$0.00 | Escrow Shortage: \$0.00 |
| Capitalized Late Chgs: | | \$0.00 | Lt Charges and Inspection Fees: \$0.00 |
| Suspense Amt: | | \$0.00 | less: Suspense \$0.00 |
| Add'l Capitalized Amt: | | \$0.00 | Prepaid 1st Payment \$0.00 |
| Total Capitalized Amt: | | \$0.00 | Total Due from Mortgagor \$0.00 |

Please be advised that the above fees and costs are estimates. If the estimates are higher than the actual cost you will be refunded the difference, however, if the estimate is lower than the actual cost you will be responsible to pay the difference.

The total amount of \$0.00 must be remitted in certified funds with the executed documents. All documents required to complete the transaction must be executed and returned with your certified funds to M&T Bank on or be **23 November 2016**

Information on this loan has been provided for your use only. Do not use for payoff or assumption purposes. The status of your mortgage loan after the terms have been modified will be as follows:

MODIFIED LOAN

| | |
|-------------------|---------------|
| Int. Bearing PB | \$ 103,482.92 |
| Interest Rate: | 3.7790% |
| Term (months) | 360 |
| 1st Pmt Due Date: | 11/1/2016 |
| Maturity Date: | 10/1/2046 |
| P&I Payment: | \$ 480.95 |
| Escrow Payment: | \$ 312.45 |
| New Payment: | \$ 793.40 |

Mod Agrmnt Interest Rate information

| | | | |
|---------------|---------------|-----------|------------------|
| Interest Rate | # of Payments | P&I | Payment due date |
| 3.7790% | 360 | \$ 480.95 | 11/1/2016 |

MODIFICATION CASE SUMMARY

| LOAN INFORMATION ON THE "SER1" SCREEN | | | |
|---------------------------------------|------------------------|-------|--------------------------|
| Loan Number: | [REDACTED] | a/k/a | Payment Amt: \$855.63 |
| Mortgagor: | [REDACTED] | | Mtgr SS#: [REDACTED] |
| Co-mortgagor: | [REDACTED] | | Co-mtgr SS#: 000-00-0000 |
| Street Address: | [REDACTED] | | Interest Rate: 3.7790% |
| City, State, Zip: | BILLINGS MT 59101-4618 | | Due Date: 08/01/2015 |

#VALUE!

| OTHER LOAN INFORMATION | PAYOFF CALCULATION TOTALS (PAY1) |
|---|--|
| Investor: (MAS1\INV1) LOAN SERVICING / 0212998113 | Principal Balance \$120928.94 |
| Property Type: (PIR1 / F4) 10 | Interest to: 10/01/2016 \$5712.45 |
| Origination Date: (MAS1\NOT) 06/23/2014 | Pro Rata MIP/PMI \$0.00 |
| Original Mtg Amt: (MAS1\NOT) \$123219.00 | Escrow Advance \$4697.87 |
| Orig. Appr Amt: (MAS1\APR1) \$136500.00 | Escrow Balance \$0.00 |
| Curr. Value Amt: (LMT1\MARK) \$0.00 | Suspense Balance -\$843.94 |
| TAX ID: | Restricted Escrow \$0.00 |
| MI Company: (MIP1) UPF | Late Charges \$0.00 |
| MI Percentage: (MIP1) 0 | Other fees due \$0.00 |
| Guaranty No: 02119.25 A | Rec Corp Adv Balance \$0.00 |
| Monthly Escrow Amt: (ANA1) \$282.95 | Add. Appraisal / BPO fees \$0.00 |
| Monthly Condo / Co-op fee: \$0.00 | Add. FC Atty fees/costs due \$0.00 |
| Per Diem Interest: | Total to Pay Loan in Full: \$130,496.32 |

| Step | Rate (%) | # of Pmts | P&I | 1st Pmt Due | FORECLOSURE SALE LOSS ESTIMATE |
|--|----------|-----------|----------|-------------|--|
| 1 | 3.779% | 360 | \$480.95 | 11/01/2016 | Est. FC Sale Date: 1/0/1900 |
| 2 | | | | | Total current FC fees / costs accr: \$0.00 |
| 3 | | | | | est. REO sale amt. (91% of BPO) \$0.00 |
| 4 | | | | | Est. additional FC fees/costs: \$3,000.00 |
| 5 | | | | | Broker's Comm: (6% or \$3000) \$3,000.00 |
| Total Term (months) 360 Pmts = Term: Confirmed | | | | | Escrow: (FC Sale + 6 mths) #NUM! |
| Escrow to be spread Pmts Monthly Escrow Addition | | | | | Taxes & Fees due at closing: \$0.00 |
| \$ 0 \$ | | | | | Legal Closing Costs: \$0.00 |
| Borrower Incentive Amt First Trial Pmt due No. of Pmts | | | | | Condo / Co-op (FC Sale + 6 mths) #NUM! |
| \$31.12 07/01/16 3 | | | | | Prop. Pres. Costs: \$0.00 |

| | | | |
|---------------------------------|------------|----------------|------------|
| DISCHARGE 7 | ### | ESCROW ACCOUNT | yes |
| OWNER OCCUPIED | no | E-DIL | no |
| Prin paid by PIC | | | |
| New FICO | | | |
| Mod Executed by Mortgagor | | | |
| New LTV | #DIV/0! | | |
| AMOUNT TO BE CAPITALIZED | | | |
| Capitalized Fees: | \$0.00 | PC Arrearage: | \$0.00 |
| Capitalized Interest: | \$5,712.45 | | |
| Capitalized Corp. Adv: | \$0.00 | | |
| Capitalized Escrow shortage: | \$4,697.87 | | |
| Capitalized Late Chgs: | \$0.00 | | |
| Suspense Amt: | \$843.94 | | |
| Add'l Capitalized Amt: | | | |
| Total Capitalized Amt: | \$0.00 | | \$9,566.38 |

| CURRENT LOAN | | MONTHLY | MODIFIED LOAN | DEFERRED BAL: |
|----------------------------|------------|--------------|------------------------------|-------------------------|
| Current Principal Balance: | | \$120,928.94 | Int. Bearing PB \$103,482.92 | |
| Interest Rate: | 3.77900% | | Interest Rate: 3.7790% | \$17,446.02 |
| Term (months): | 360 | | Term (months): 360 | |
| 1st Pmt Due Date: | 08/01/2014 | | 1st Pmt Due Date: 11/01/2016 | 10/01/2046 |
| Maturity Date: | 07/01/2044 | | Maturity Date: 10/01/2046 | Maturity Date Validated |
| Monthly P&I Payment: | \$572.68 | | P&I Payment: \$480.95 | Review First P&I |
| Monthly Escrow Payment: | \$282.95 | | Escrow Payment: \$312.45 | |
| Total Monthly Payment: | \$855.63 | | New Payment: \$793.40 | 0.00 |

CASE SUMMARY / RECOMMENDATION
 Principal Balance at the time of approval: \$121,310.84
 Due Date: 08/01/2016
 COMBO- ****OFFSET - 54R20, Use code PRCL****FHA HAMP PARTIAL CLAIM WITH A MOD

| PROPERTY VALUE DATA | | | |
|-------------------------------|-----------------|---------------------------------|----------|
| Value #1: | PROVIDER | DATE | VALUE |
| | | MMDDYY | 0.00 |
| Value #2: | | | |
| LOSS AUTHORIZATION | | | |
| Prepared By: | Valencia Almond | Date: | 1-Sep-16 |
| Dept. Mgr (to \$25K): | Lynne Hubert | Date: | 9/2/16 |
| Dept. Mgr (to \$75K): | | Date: | |
| Default Mgr (to \$250K): | | Date: | |
| Servicing Mgr (>\$250K): | | Date: | |
| Cost Center to Allocate Loss: | | Closing - QC Date and Initials: | |

SECMTB

KEEP THIS DOCUMENT TO RETURN WITH YOUR FIRST PAYMENT



7-Nov-16

~~APRIL L JALL~~

~~100 MOUNTAIN VIEW~~
BILLINGS MT 59101-4618

Loan #: ~~0091960155~~
Dear ~~APRIL L JALL~~,

Below please find a substitute payment coupon for the month of November. The escrow account on your mortgage is currently being reanalyzed therefore there may be a slight adjustment to your loan payment amount. You will continue to receive monthly statements. Until you receive a statement indicating your new payment amount, please forward your payments to the following address:

M&T Bank
P.O. Box 840
Buffalo, NY 14240-0840
Attn: Homeowner Assistance Center

If you have any questions, please contact me at 800-724-1633

Sincerely,

Homeowner Assistance Center

Encs.

*****TEAR HERE*****



****PAYMENT COUPON****

ACCOUNT NUMBER

~~0091960155~~

PAYMENT DUE DATE November 1, 2016

NAME ~~APRIL L JALL~~

REGULAR PAYMENT

793.40

ESCROW

PRINCIPAL

LATE CHARGES

FEES

SUSPENSE

TOTAL PAYMENT **793.40**

M&T Bank

Please retain one copy for your records and mail the other signed agreement to:

M&T Bank
P.O. BOX 840
Buffalo, NY 14240

.....
Loan No.: 0091986455

May 19, 2016

I/we accept and agree to the terms of this Trial Payment Plan Offer

 31 day of May, 2016.

Borrower

Co-Borrower

Co-Borrower (if applicable)

Co-Borrower (if applicable)

Non-Obligor (Signing solely in connection with any interest held in the property.)

Non-Obligor (Signing solely in connection with any interest held in the property.)

LM098/698/798 FHA HAMP Trial Plan

M&T Bank


To accept this offer:

You have until 06-02-16 to notify M&T Bank, either by telephone at 1-800-724-1633 or in writing to P.O. Box 840 Buffalo, NY 14240 if you would like to accept this offer. In addition to notifying M&T Bank that you would like to accept this offer, the signed FHA-HAMP Trial Payment Plan Agreement must be returned to M&T Bank before the end of the month that your first payment is due. If the signed Agreement is not timely returned to M&T Bank, it will result in the failure of the Trial Payment Plan. This is important because a Trial Payment Plan failure may result in the referral of your mortgage to foreclosure, or if your loan has already been referred to foreclosure, the foreclosure proceedings may re-commence and a foreclosure sale may occur.

Required Signatures to the FHA-HAMP Trial Payment Plan Agreement:

*  _____

This person must sign to acknowledge and consent to the placing of a lien on the property address listed above that is superior to any interest this person may currently have, or obtain in the future. This person is not personally liable or responsible for any debt associated with this agreement.

*  _____

This person must sign to acknowledge and consent to the placing of a lien on the property address listed above that is superior to any interest this person may currently have, or obtain in the future. This person is not personally liable or responsible for any debt associated with this agreement.

Closing Requirements:

In addition to the monthly Trial Payment Plan payments, the following closing requirements must be satisfied to remain eligible for a permanent modification.

Clear Title:

M&T Bank obtains a title search, or similar request, to verify that the title to your property is free from any potential or existing liens or title issues. M&T Bank notifies you in writing of the results of its title search/request, and whether any potential or existing liens or title issues need to be resolved by the time you make your final Trial Payment Plan payment. You must be able to demonstrate that any potential or existing liens or title issues that are identified prior to, or during, the Trial Payment Plan period are resolved by the time you make your final Trial Payment Plan payment.

LM098/698/798

Payment Processing: P.O. Box 62182, Baltimore, MD 21264-2182

Notice of Error or Information Requests: M&T Bank, P.O. Box 62900, Baltimore, MD 21264-2900

Mortgage account information: 1 800 724 1633, just a click away at mtb.com.

Investor Loan No.: 0091986455

Prepare By and After Recording, Return To:
Ianniello Anderson, P.C.
Loss Mitigation Dept
805 Route 146
Clifton Park, NY 12065

HOME AFFORDABLE MODIFICATION AGREEMENT

Borrower ("I"): [REDACTED] whose address is [REDACTED] Billings, MT 59101 ("Borrower").

Lender or Servicer ("Lender"): **Lakeview Loan Servicing, LLC** ("Lender"), with an address of 4425 Ponce de Leon Blvd, 5th Floor, Coral Gables, FL 33146.

Date of first lien mortgage, deed of trust, or security deed ("Mortgage") and Note ("Note"): June 23, 2014.

Original mortgage for \$123,219.00 to Mortgage Electronic Registration Systems, Inc. as nominee for Flagstar Bank, FSB, recorded June 24, 2014 in the real property records of Yellowstone County, Montana in Document Number [REDACTED].

Assignments: Assigned from Mortgage Electronic Registration Systems, Inc. as nominee for Flagstar Bank, FSB to Lakeview Loan Servicing, LLC by Assignment dated September 14, 2016 to be simultaneously recorded herewith in the real property records of Yellowstone County, Montana.

Property Address ("Property"): [REDACTED] Billings, MT 59101, and more particularly described as follows:

All that property situate in the County of Yellowstone and State of Montana described as:

[REDACTED]

Subject to all reservations and exceptions of record and in patents from the United States or the State of Montana, all existing easements and rights of way of record, building use, zoning, sanitary and environmental restrictions, and all prior conveyances, leases or transfers of any interest in minerals including oil, gas and other hydrocarbons.

Tax ID: [REDACTED]

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

If my representations and covenants in Section 1 continue to be true in all material respects, then this Home Affordable Modification Agreement ("Agreement") will, as set forth in Section 3, amend and supplement (1) the Mortgage on the Property, and (2) the Note secured by the Mortgage. The Mortgage and Note together, as they may previously have been amended, are referred to as the "Loan Documents." Capitalized terms used in this Agreement and not defined have the meaning given to them in 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. This Agreement will not take effect unless the preconditions set forth in Section 2 have been satisfied.

1. **My Representations and Covenants.** I certify, represent to Lender, covenant and agree:
 - A. I am experiencing a financial hardship, and as a result, (i) I am in default under the Loan Documents or my default is imminent, and (ii) I do not have sufficient income or access to sufficient liquid assets to make the monthly mortgage payments now or in the near future;
 - B. One of the borrowers signing this Agreement lives in the Property as a principal residence, and the Property has not been condemned;
 - C. There has been no impermissible change in the ownership of the Property since I signed the Loan Documents. A permissible change would be any transfer that the lender is required by law to allow, such as a transfer to add or remove a family member, spouse or domestic partner of the undersigned in the event of a death, divorce or marriage;
 - D. I have provided documentation for all income that I receive (and I understand that I am not required to disclose child support or alimony unless I chose to rely on such income when requesting to qualify for the Home Affordable Modification Program ("Program"));
 - E. Under penalty of 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 Program, are true and correct;
 - F. If Lender requires me to obtain credit counseling in connection with the Program, I will do so; and
 - G. I have made or will make all payments required under a trial period plan.
2. **Acknowledgments and Preconditions to Modification.** I understand and acknowledge that:
 - A. If prior to the Modification Effective Date as set forth in Section 3 the Lender determines that any of my representations in Section 1 are no longer true and correct or any covenant in Section 1 has not been performed, the Loan Documents will not be modified and this Agreement will terminate. In that event, the Lender will have all of the rights and remedies provided by the Loan Documents; and

- B. I understand that the Loan Documents will not be modified unless and until (i) the Lender accepts this Agreement by signing and returning a copy of it to me, and (ii) the Modification Effective Date (as defined in Section 3) has occurred. I further understand and agree that the Lender will not be obligated or bound to make any modification of the Loan Documents if I fail to meet any one of the requirements under this Agreement.
3. **The Modification.** If my representations and covenants in Section 1 continue to be true in all material respects and all preconditions to the modification set forth in Section 2 have been met, the Loan Documents will automatically become modified on **November 1, 2016** (the "Modification Effective Date") and all unpaid late charges that remain unpaid will be waived. I understand that if I have failed to make any payments as a precondition to this modification under a trial period plan, this modification will not take effect. The first modified payment will be due on **November 1, 2016**.

A. The Maturity Date will be: **October 1, 2046**.

B. The modified principal balance of my Note will include all amounts and arrearages that will be past due as of the Modification Effective Date (including unpaid and deferred interest, fees, escrow advances and other costs, but excluding unpaid late charges, collectively, "Unpaid Amounts") less any amounts paid to the Lender but not previously credited to my Loan. The new principal balance of my Note will be **\$120,928.94** (the "New Principal Balance"). I understand that by agreeing to add the Unpaid Amounts to the outstanding principal balance, the added Unpaid Amounts accrue interest based on the interest rate in effect under this Agreement. I also understand 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.

C. \$17,446.02 of the New Principal Balance shall be deferred (the "Deferred Principal Balance") and I will not pay interest or make monthly payments on this amount. The New Principal Balance less the Deferred Principal Balance shall be referred to as the "Interest Bearing Principal Balance" and this amount is \$103,482.92. Interest at the rate of 3.779% will begin to accrue on the Interest Bearing Principal Balance as of October 1, 2016 and the first new monthly payment on the Interest Bearing Principal Balance will be due on November 1, 2016. My payment schedule for the modified Loan is as follows:

| Years | Interest Rate | Monthly Principal and Interest Payment Amount | Estimated Monthly Escrow Payment Amount* | Total Monthly Payment* | Payment Begins On | No. of Monthly Payments |
|-------|---------------|---|--|-------------------------------------|-------------------|-------------------------|
| 30 | 3.779% | \$480.95 | \$312.45 may adjust periodically | \$793.40 may adjust periodically | November 1, 2016 | 360 |

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

The above terms in this Section 3.C. 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.

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

- D. I will be in default if I do not comply with the terms of the Loan Documents, as modified by this Agreement.
 - E. If a default rate of interest is permitted under the Loan Documents, then in the event of default under the Loan Documents, as amended, the interest that will be due will be the rate set forth in Section 3.C.
 - F. I agree to pay in full the Deferred Principal Balance and any other amounts still owed under the Loan Documents by the earliest of: (i) the date I sell or transfer an interest in the Property, (ii) the date I pay the entire Interest Bearing Principal Balance, or (iii) the Maturity Date.
 - G. I make a partial prepayment of Principal, the Lender may apply that partial prepayment first to any Deferred Principal Balance before applying such partial prepayment to other amounts due.
4. **Additional Agreements.** I agree to the following:
- A. That all persons who signed the Loan Documents or their authorized representative(s) have signed this Agreement, unless (i) a borrower or co-borrower is deceased; (ii) the borrower and co-borrower are divorced and the property has been transferred to one spouse in the divorce decree, the spouse who no longer has an interest in the property need not sign this Agreement (although the non-signing spouse may continue to be held liable for the obligation under the Loan Documents); or (iii) the Lender has waived this requirement in writing.
 - B. That this Agreement shall supersede the terms of any modification, forbearance, trial period plan or other workout plan that I previously entered into with Lender.
 - C. To comply, except to the extent that they are modified by this Agreement, with all covenants, agreements, and requirements of Loan Documents including my agreement to make all payments of taxes, insurance premiums, assessments, Escrow Items, impounds, and all other payments, the amount of which may change periodically over the term of my Loan.
 - D. Funds for Escrow Items. I will pay to Lender on the day payments are due under the Loan Documents as amended by this Agreement, until the Loan is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over the Mortgage as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under the Loan Documents; (d) mortgage insurance premiums, if any, or any sums payable to Lender in lieu of the payment of mortgage insurance premiums in accordance with the Loan Documents; and (e) any community association dues, fees, and assessments that Lender

requires to be escrowed. These items are called "Escrow Items." I shall promptly furnish to Lender all notices of amounts to be paid under this Section 4.D. I shall pay Lender the Funds for Escrow Items unless Lender waives my obligation to pay the Funds for any or all Escrow Items. Lender may waive my obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, I shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. My obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in the Loan Documents, as the phrase "covenant and agreement" is used in the Loan Documents. If I am obligated to pay Escrow Items directly, pursuant to a waiver, and I fail to pay the amount due for an Escrow Item, Lender may exercise its rights under the Loan Documents and this Agreement and pay such amount and I shall then be obligated to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with the Loan Documents, and, upon such revocation, I shall pay to Lender all Funds, and in such amounts, that are then required under this Section 4.D.

Lender may, at any time, collect and hold Funds in an amount (a) sufficient to permit Lender to apply the Funds at the time specified under the Real Estate Settlement Procedures Act ("RESPA"), and (b) not to exceed the maximum amount a lender can require under RESPA. Lender shall estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender shall not charge me for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays me interest on the Funds and applicable law permits Lender to make such a charge. Unless an agreement is made in writing or applicable law requires interest to be paid on the Funds, Lender shall not be required to pay me any interest or earnings on the Funds. Lender and I can agree in writing, however, that interest shall be paid on the Funds. Lender shall provide me, without charge, an annual accounting of the Funds as required by RESPA.

If there is a surplus of Funds held in escrow, as defined under RESPA, Lender shall account to me for the excess funds in accordance with RESPA. If there is a shortage of Funds held in escrow, as defined under RESPA, Lender shall notify me as required by RESPA, and I shall pay to Lender the amount necessary to make up the shortage in accordance with RESPA, but in no more than 12 monthly payments. If there is a deficiency of Funds held in escrow, as defined under RESPA, Lender shall notify me as required by RESPA, and I shall pay to Lender the amount necessary to make up the deficiency in accordance with RESPA, but in no more than 12 monthly payments.

Upon payment in full of all sums secured by the Loan Documents, Lender shall promptly refund to me any Funds held by Lender.

- E. That the Loan Documents as modified by this Agreement are duly valid, binding agreements, enforceable in accordance with their terms and are hereby reaffirmed.
- F. That all terms and provisions of the Loan Documents, except as expressly modified by this Agreement, remain in full force and effect; nothing in this Agreement shall be understood or construed to be a satisfaction or release in whole or in part of the obligations contained in the Loan Documents; and that except as otherwise specifically provided in, and as expressly modified by, this Agreement, the Lender and I will be bound by, and will comply with, all of the terms and conditions of the Loan Documents.
- G. That, as of the Modification Effective Date, notwithstanding any other provision of the Loan Documents, if all or any part of the Property or any interest in it is sold or transferred without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by the Mortgage. Lender shall not exercise this option if state or federal law, rules or regulations prohibit the exercise of such option as of the date of such sale or transfer. If Lender exercises this option, Lender shall give me notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which I must pay all sums secured by the Mortgage. If I fail to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by the Mortgage without further notice or demand on me.
- H. That, as of the Modification Effective Date, I understand that the Lender will only allow the transfer and assumption of the Loan, including this Agreement, to a transferee of my property as permitted under the Garn St. Germain Act, 12 U.S.C. Section 1701j-3. A buyer or transferee of the Property will not be permitted, under any other circumstance, to assume the Loan. Except as noted herein, this Agreement may not be assigned to, or assumed by, a buyer or transferee of the Property.
- I. That, as of the Modification Effective Date, if any provision in the Note or in any addendum or amendment to the Note allowed for the assessment of a penalty for full or partial prepayment of the Note, such provision is null and void.
- J. That, I will cooperate fully with Lender in obtaining any title endorsement(s), or similar title insurance product(s), and/or subordination agreement(s) that are necessary or required by the Lender's procedures to ensure that the modified mortgage Loan is in first lien position and/or is fully enforceable upon modification and that if, under any circumstance and notwithstanding anything else to the contrary in this Agreement, the Lender does not receive such title endorsement(s), title insurance product(s) and/or subordination agreement(s), then the terms of this Agreement will not become effective on the Modification Effective Date and the Agreement will be null and void.

- K. That I will execute such other documents as may be reasonably necessary to either (i) consummate the terms and conditions of this Agreement; or (ii) correct the terms and conditions of this Agreement if an error is detected after execution of this Agreement. I understand that either a corrected Agreement or a letter agreement containing the correction will be provided to me for my signature. At Lender's option, this Agreement will be void and of no legal effect upon notice of such error. If I elect not to sign any such corrective documentation, the terms of the original Loan Documents shall continue in full force and effect, such terms will not be modified by this Agreement, and I will not be eligible for a modification under the Home Affordable Modification Program.
- L. That Lender will collect and record personal information, including, but not limited to, my name, address, telephone number, social security number, credit score, income, payment history, government monitoring information, and information about account balances and activity. In addition, I understand and consent to the disclosure of my personal information and the terms of the trial period plan and this Agreement by Lender to (i) the U.S. Department of the Treasury, (ii) Fannie Mae and Freddie Mac in connection with their responsibilities under the Home Affordability and Stability Plan; (iii) any investor, insurer, guarantor or servicer that owns, insures, guarantees or services my first lien or subordinate lien (if applicable) mortgage loan(s); (iv) companies that perform support services for the Home Affordable Modification Program and the Second Lien Modification Program; and (v) any HUD certified housing counselor.
- M. That if any document related to the Loan Documents and/or this Agreement is lost, misplaced, misstated, inaccurately reflects the true and correct terms and conditions of the Loan as modified, or is otherwise missing, I will comply with the Lender's request to execute, acknowledge, initial and deliver to the Lender any documentation the Lender deems necessary. If the Note is replaced, the Lender hereby indemnifies me against any loss associated with a demand on the Note. All documents the Lender requests of me under this Section 4.M. shall be referred to as "Documents." I agree to deliver the Documents within ten (10) days after I receive the Lender's written request for such replacement.
- N. That the mortgage insurance premiums on my Loan, if applicable, may increase as a result of the capitalization which will result in a higher total monthly payment. Furthermore, the date on which I may request cancellation of mortgage insurance may change as a result of the New Principal Balance.

In Witness Whereof, the Lender and I have executed this Agreement.


Signed, Sealed and Delivered in the Presence of:




(Seal)

State of Montana

County of Yellowstone

This instrument was acknowledged before me on 11-21-2016 by 

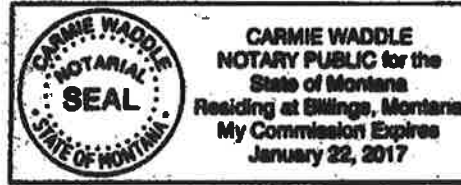


Notary Public

Carmie Waddle

Notary's Printed Name

My Commission Expires: 1-22-2017



Borrower(s) Financial Report

Loan Number: _____
 Property Address: ~~XXXXXXXXXX~~
 Billings MT 59101

Borrower

Name: ~~XXXXXXXXXX~~ Social Security #: ~~XXXXXXXXXX~~
 Mailing Address: SAME AS ABOVE Home Phone #: ~~XXXXXXXXXX~~
 Work Phone #: _____
 Cell Phone #: _____
 Email: ~~XXXXXXXXXX~~

Co-Borrower

Name: _____ Social Security #: _____
 Mailing Address: _____ Home Phone #: _____
 Work Phone #: _____
 Cell Phone #: _____
 Email: _____

General Questions

Borrower

Do you occupy the property: Yes: No:
 Do you wish to retain the property: Yes: No:
 Employment Status (check applicable box):
 Self Employed
 Employed Date of hire: _____
 Unemployed Date of unemployment: _____
 If unemployed are you actively seeking employment?
 Yes: No:

Co-Borrower

Do you occupy the property: Yes: No:
 Do you wish to retain the property: Yes: No:
 Employment Status (check applicable box):
 Self Employed
 Employed Date of hire: _____
 Unemployed Date of unemployment: _____
 If unemployed are you actively seeking employment?
 Yes: No:

Filed Bankruptcy? Yes: No:
 Chap 13:
 Chap 7:
 Filing Date: _____
 Bankruptcy case number: _____
 Attorney's Name and Telephone number: _____

Is the borrower a service member? Yes: No:
 Is the co-borrower a service member? Yes: No:
 Have you recently been deployed away from your principal residence or recently received a permanent change of station order? Yes: No:

Discharged Bankruptcy?

Yes:
 No:
 Date that the Bankruptcy was discharged: _____

Is the property used as a rental: Yes: No:
 Is the property listed for sale: Yes: No:
 If yes, please complete the following below:
 Listing Agents Name: _____
 Phone Number: () _____ - _____
 Current listing price: \$ _____

Household Composition:
 Number of adults: 1 Number of children: 2 Number of cars: 1

Contribution towards arrearage:
 Amount: \$ _____ Date available: _____

Hardship

Please check all applicable boxes and address all reasons checked in accompanying hardship letter. To ensure your loan is reviewed for all available workout options, all borrowers (if applicable) must sign the letter of hardship.

- | | |
|--|---|
| <input type="checkbox"/> Reduction of Income | <input type="checkbox"/> Divorce |
| <input type="checkbox"/> Increase in living expenses | <input type="checkbox"/> Death of a borrower, co-borrower or contributor |
| <input type="checkbox"/> Unemployment | <input type="checkbox"/> Illness of borrower or co-borrower |
| <input type="checkbox"/> Property Condition | <input type="checkbox"/> Military Service |
| <input checked="" type="checkbox"/> Payment Adjustment | <input type="checkbox"/> Business Failure |
| <input type="checkbox"/> Excessive Obligations | <input type="checkbox"/> Other, please see explanation in hardship letter |

Financial Summary

| Borrower - Monthly Income | |
|---------------------------|-------------|
| Gross | \$ 2,500.00 |
| Net / Take Home | \$ 2,000.00 |

| Co-Borrower - Monthly Income | |
|------------------------------|----|
| Gross | \$ |
| Net / Take Home | \$ |

| Other Income | |
|---------------------------|-------------|
| Unemployment | \$ 0 |
| Alimony | \$ 0 |
| Child Support | \$ 0 |
| Social Security | \$ 0 |
| Self Employed | \$ 0 |
| Non-borrower Contribution | \$ 0 |
| Real Estate/ Rental | \$ 0 |
| Personal/ Retirement | \$ 0 |
| Food Stamps | \$ 0 |
| Disability | \$ 0 |
| Death Benefits | \$ 0 |
| Other | \$ 0 |
| Total | \$ 0 |

| Assets - Estimated Value | |
|--------------------------|-----------|
| Other Real Estate | \$ |
| Checking | \$ |
| Savings | \$ |
| Retirement Plan | \$ |
| Cash Value insurance | \$ |
| Personal Property | \$ |
| Other Investments | \$ |
| Other Vehicles | \$ |
| Total | \$ |

Notice: Alimony, child support, or separate maintenance income need not be revealed if the Borrower or Co-Borrower does not choose to have it considered for repaying this loan.

Expenses

| Installment Payments | |
|--------------------------------------|-----------|
| Monthly Credit Card | \$ 500.00 |
| Student Loans | \$ 0 |
| Installment for car #1 | \$ 0 |
| Installment for car #2 | \$ 0 |
| Second Mortgage | \$ 0 |
| Rent (if not occupying the property) | \$ 0 |
| Home Equity Loan | \$ 0 |
| Other Loan #1 | \$ 0 |


| Transportation | |
|----------------|---------------|
| Gas | \$ 150 |
| Auto Insurance | \$ 75 |
| Parking | \$ 0 |
| Bus Fare | \$ 0 |
| Subway | \$ 0 |
| Train | \$ 0 |
| Car Pool | \$ 0 |
| Other | \$ 0 |
| Total | \$ 225 |

| | |
|-----------------------------------|--------|
| Other Loan #2 | \$ 0 |
| Total | \$ |
| Food, Clothing & Other | |
| Food | \$ 150 |
| Clothing | \$ 0 |
| Laundry & Dry Cleaning | \$ 0 |
| Housekeeping Supplies | \$ 50 |
| Total | \$ 200 |

| | |
|------------------------------|--------|
| Utilities | |
| Electric & Heating Fuel | \$ 50 |
| Water & Sewer | \$ 55 |
| Telephone/ Cell Phone | \$ 160 |
| Garbage | \$ 40 |
| Security/ Alarm | \$ 0 |
| Cable TV/Satellite/ Internet | \$ 60 |
| Total | 365 |

| | |
|--|------|
| Other Miscellaneous | |
| Child Support (If not deducted from pay check) | \$ 0 |
| Child Care | \$ 0 |
| Dependents (not living at home) | \$ 0 |
| Tuition/ Other school expenses | \$ 0 |
| Life Insurance | \$ 0 |
| Health Insurance (If not deducted from pay) | \$ 0 |
| Medical and Dental (out of pocket) | \$ 0 |
| Religious/Charity Contribution | \$ 0 |
| Home Maintenance | \$ 0 |
| HOA or Condo Fee | \$ 0 |
| Alimony (If not deducted from pay check) | \$ 0 |
| Taxes (non-escrow loan) | \$ 0 |
| Monthly Rental Property Loss | \$ 0 |
| Renters Insurance | \$ 0 |
| Other | \$ 0 |
| Total | |


I further certify that, to the best of my knowledge and belief, the information in this affidavit, is true, complete, and correct.

| | | | |
|-------|---|-------|--------|
| Name: |  | Date: | 4/4/16 |
|-------|---|-------|--------|

| | | | |
|-------|--|-------|--|
| Name: | | Date: | |
|-------|--|-------|--|

4/4/11

To whom it may concern,

I am applying for a modification after being unemployed. I am currently working for the  ~~company~~. My hours vary from week to week. I am guaranteed 10 hours a week but often get more. Some weeks I get over time which these paychecks reflect, but we are getting into a slow period and last week I had 30 hours. I hope you will take that into consideration and not go off my hours including the overtime.

Thank you

