

### Independent Foreclosure Review - Additional questions

Did you experience any problems with the servicing of

- special forbearances
- loan modifications
- short refinances
- short sales
- cash-for-keys
- deeds-in-lieu of foreclosure

In a reasonable time, did you receive

- review loan modification documentation
- loan modification decisions
- responses

Were servicer's written and oral communications

- timely and effective
- designed to avoid confusion
- to ensure continuity

Did servicer's communications adequately inform you of the status of

- loss mitigation
- loan modification
- foreclosure activities

Was the final decision made for the trial or permanent modification communicated to you in writing?

YES  NO

within a reasonable period of time? YES  NO

before any foreclosure sale occurred? YES  NO

Include the reason(s) you were told as to why you did not qualify \_\_\_\_\_

\_\_\_\_\_

Include the net present value calculations (calculations for & what they included in their decision)

\_\_\_\_\_;

When approved for modification on a trial or permanent basis, was foreclosure or further legal action stopped? YES  NO

Did your servicer provide a way to make complaints, including

- prompt review
- escalation
- resolution
- communication of outcome to you

Were payments credited

- in a prompt and timely manner
- including partial payments
- any misapplication corrected in a prompt and timely manner

Were you provided timely information about Loss Mitigation options after delinquency or default?  
YES  NO

Did servicer NOT require you to resubmit the same documented information? YES  NO

Did servicer notify you promptly of the need for additional information? YES  NO

Were you told you must be over 60 days delinquent to get a loan modification? YES  NO

Were you told that if you were over 90 days behind in payments that your modification request would get priority? YES  NO

Were you told you could not be considered for modification based on your type or seasonal-nature of your income? YES  NO

Were you told to stop paying until loan modification? YES  NO

Did you NOT receive proper notice of change to new servicer? YES  NO

Did your servicer late pay insurance or taxes from escrow? YES  NO

Was income from other family members not counted in considering your loan modification? YES   
NO

Were the conditions for your loan modification changed from trial to permanent loan modification? YES   
NO

Did servicer auction your property sale when loan modification application or other Loss Mitigation was under consideration? YES  NO

Did servicer auction your property sale when you were complying with a trial or permanent loan modification? YES  NO

Did your servicer accurately

- calculate the default period
- calculate the amount due
- calculate your escrow
- comply with notice requirements
- provide post-sale confirmations

Did your servicer locate the original promissory notes if requested? YES  NO

If you entered bankruptcy, did the servicer honor

- prohibition on collection of fees in violation of automatic stay
- discharge injunction

**If you saw the legal paperwork on the foreclosure of your property:**

Had the servicer established right to foreclose at the time the foreclosure action commenced? YES   
NO

Was there accuracy, completeness, and legal compliance of foreclosure filings? YES  NO

In your case, did your servicer follow:

- the Service members Civil Relief Act ("SCRA"), rules, regulations court orders and requirements
- rules of MERSCORP
- requirements of the Home Affordable Modification Program ("HAMP")
- requirements of the Bank's propriety loan modifications
- proper documentation of ownership of promissory note and mortgage under applicable state law
- appropriate transfer and delivery of endorsed notes and assigned mortgages or deeds of trust
- lawful and verifiable endorsement and successive assignment of the note and mortgage calculations of all fees, expenses, and other charges in line with the underlying mortgage note, mortgage
- not use assignments from MERS that assign notes
- all assignments and endorsements executed only by a certifying officer authorized by MERS and approved by the Bank

Were affidavits based on personal knowledge or review of the relevant books and records, including assertions, such as ownership of the mortgage note and mortgage, the amount of the principle and interest due, and the fees and expenses chargeable to you? YES  NO

**Finally for servicer to properly calculate “financial injury” include**

- any excessive penalties, fees or expense \_\_\_\_\_
- costs of legal or housing expert assistance to resolve any of these problems

- loss of hours, income or job \_\_\_\_\_

- health impacts or other measures of stress \_\_\_\_\_

- damage to children’s health, school performance or well-being \_\_\_\_\_

- periods of homelessness, or housing instability \_\_\_\_\_

- damage to family relationships, domestic violence or divorce \_\_\_\_\_