Insert Lender Logo Here

The below-described lender (the “Lender”), by and through its duly authorized officer completes and submits this Lender’s Modification Subordination Certification (this “Certification”), and does hereby certify that:

1. The Lender is providing a mortgage modification (the “Modification”) to the described mortgagor/trustor/borrower (the “Borrower”), on page 2 of this Certification, secured by the identified property (the “Property”), on page 2 of this Certification.
2. Every party who owns a fee-title interest in the Property with the mortgage being modified will be a party to the modification, and is listed as a mortgagor/trustor/borrower.
3. The Lender acknowledges that there is a 2nd lien mortgage or deed of trust (the “2nd Lien Mortgage”) against the Property and that the Lender requires that the 2nd Lien Mortgage must be subordinated in order to give the Modified Loan first lien priority. The holder of the 2nd Lien Mortgage is identified on page 2 (the “2nd Lien Holder”):
4. At the completion of the Loan Modification, the Lender will insure that all real estate taxes and other items that may be a monetary lien against the Property will have been paid or will then not yet be due and payable, and that no notice of any such special assessment or improvement will have been received or be outstanding at such date.
5. The Lender represents that all underwriting requirements of the below referenced loan modification program have been met (or will be met) for the modification, including but not limited to the Modification a benefit to the Borrower.

1. The Lender acknowledges: (1) that this Certification is provided for the purpose of inducing the 2nd Lien Holder to complete and execute a modification subordination agreement; (2) that the information set out on page 2 is correct and complete; and (3) that the undersigned understands that he/she can be liable for falsely so swearing.
2. The Lender hereby agrees to indemnify and hold harmless the 2nd Lien Holder from any loss or damage related to or arising from any inaccuracy of the statements or information herein.
3. The 2nd Lien Holder is requiring valuation information as a condition to subordination, if the collateral value provided to the 2nd Lien Holder was developed by an automated proprietary model to determine eligibility for the modification transaction, that it is not the result of an appraisal, and was not developed by a state licensed certified appraiser.   If the Lender has provided the collateral value developed by an automated proprietary model, the 2nd Lien Holder shall treat the collateral value provided on page 2 as confidential and not share it with any third party, including the borrower(s) unless required to do so by its regulators, the Internal Revenue Service, its Investors or by the order of a court of competent jurisdiction, and the 2nd Lien Holder shall not rely on the value for any purpose aside from the qualification for subordination in connection with this Certification. By accepting this Certification, whether the subordination request is approved or not, or agreeing to subordinate the 2nd Lien Holder acknowledges and agrees to fully comply with these provisions and be liable for any losses, claims, or damages related in any way to its failure to comply with this section.

[Insert Lender’s Name]

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

Borrower Last Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Est. Loan Amt, Not to Exceed: $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Duly Authorized

|  |
| --- |
| **First Lien Modification Information** |
| **Mortgagor(s)/Trustor(s)/Borrower(s):** |  |
| **Borrower(s) SSN** |  |
| **Property Address:**  |  |
| **Lender Name** |  |
| **Estimated Modified Loan Amount, Not to Exceed**  |  |
| **Estimated Deferred Loan Amount, Not to Exceed (if applicable)** |  |
| **LTV** |  |
| **CLTV** |  |
| **Anticipated Execution Date** |  |
| **Collateral Value** |  |
| **Valuation Product Used** | * Walk-in Appraisal
* Drive-by Appraisal
* Desktop Appraisal
* AVM \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 ⁭Other |

|  |
| --- |
| **First Lien Information** |
| **Original Loan Number** |  | **Current UPB** |  |
| **Original Loan Amount** |  |  |  |

|  |
| --- |
| **Existing Second Lien Information** |
| **Second Lien Holder** |  | **Recording Date** |  |
| **Account/Loan Number** |  | **Recording Book & Page** |  |

|  |  |
| --- | --- |
| **Lender Name and Address *(as it should appear on the subordination agreement)*** |  |
| **Return Subordination Agreement to or Request Information from the Party Listed Below** |
| **Lender or Settlement Agent Address** |  |
| **Lender or Settlement Agent Contact Name** |  |
| **Lender or Settlement Agent Contact Phone** |  |
| **Lender or Settlement Agent Contact email Address** |  |
| **Lender or Settlement Agent Contact Fax #** |  |
| **Lender or Settlement Agent Billing Address** |  |
| **Lender or Settlement Agent Express Mail Company and Account Number** |  |