

STATE OF NEW MEXICO
COUNTY OF RIO ARriba
FIRST JUDICIAL DISTRICT COURT

Case No.: D-117-CV-2015-00345

US BANK TRUST NATIONAL ASSOCIATION, AS
TRUSTEE OF THE CHALET SERIES IV TRUST,

Plaintiff,

v.

ROSE R. MARTINEZ AKA ROSE E. MARTINEZ,
FELIX J. MARTINEZ A/K/A FELIX JOE MARTINEZ

Defendants,

MARCELINA MARTINEZ,

Third Party Intervener.

MOTION TO AMEND COMPLAINT

Plaintiff US Bank Trust National Association, As Trustee of the Chalet Series IV Trust, by and through its attorneys, Houser LLP (Solomon S. Krotzer), hereby moves for leave to amend its complaint to reflect that Defendant Rose Martinez has passed away. The proposed Amended Complaint as attached as **Exhibit A**.

It is well-settled in New Mexico that leave to amend should “be freely granted when justice so requires.” See e.g. *Schmidt v. Smentowski*, 1990-NMSC-002, ¶ 14, 109 N.M. 386, 390. Here, good cause exists because Intervener Marcelina Martinez has informed the Court and the Parties that Defendant Rose Martinez has passed away. Upon information and belief, she may also assert that she may have an interest in the subject property and may be a potential heir. Plaintiff issued written discovery on December 23, 2020 requesting a copy of the death certificate and also the name of the personal representative of the estate of Defendant Rose Martinez. To date, Intervener

Marcelina Martinez has failed to respond. Presumably, the responses will confirm the fact that Defendant Rose Martinez has in fact passed away, and also provide information concerning possible heirs.

In light of the above, Plaintiff requests leave to amend its complaint to add the Estate of Rose Martinez as a defendant, add unknown heirs, add Intervener Marcelina Martinez as a party defendant, and as otherwise indicated in the proposed Amended Complaint attached as **Exhibit A**.

Third Party Intervener Marcelina Martinez opposes this motion.

HOUSER LLP

By: /s/ Solomon S. Krotzer
Solomon S. Krotzer, Esq.
Attorneys for Plaintiff
100 Sun Ave. N.E.
Suite 650
Albuquerque, NM 87109
Telephone: (949)-679-1111
skrotzer@houser-law.com

CERTIFICATE OF SERVICE

I hereby certify that on February 26, 2021, a true copy of the foregoing *Motion* was submitted for e-filing via Odyssey and served via e-mail and USPS Priority Mail to the below to the following parties:

Felix Martinez
P.O. Box 910
Chimayo, NM 87522-010
Defendant, Pro Se
(Tracking No.: 9405511899560573006089)

Estate of Rose Martinez
P.O. Box 2077
Santa Cruz, NM 87567-2077
Defendant, Pro Se
(Tracking No.: 9405511899560573837300)

Marcelina Martinez
P.O. Box 2077
Santa Cruz, NM 87567-2077
marcemar717@gmail.com
Third Party Intervener
(Tracking No.: 9405511899560573819399)

/s/ Solomon S. Krotzer
Solomon S. Krotzer

EXHIBIT A

STATE OF NEW MEXICO
COUNTY OF RIO ARRIBA
FIRST JUDICIAL DISTRICT COURT

Case No.: D-117-CV-2015-00345

US BANK TRUST NATIONAL ASSOCIATION, AS
TRUSTEE OF THE CHALET SERIES IV TRUST,

Plaintiff,

v.

ESTATE OF ROSE R. MARTINEZ AKA ROSE E. MARTINEZ, DECEASED;
FELIX J. MARTINEZ A/K/A FELIX JOE MARTINEZ; MARCELINA MARTINEZ;
UNKNOWN HEIRS, DEVISEES OR LEGATEES OF ROSE R. MARTINEZ, DECEASED;
AND OCCUPANTS OF THE PROPERTY, IF ANY.

Defendants,

AMENDED COMPLAINT FOR FORECLOSURE

COMES NOW Plaintiff US Bank Trust National Association, As Trustee of the Chalet Series IV Trust, by and through its attorneys, Houser LLP (Solomon S. Krotzer) and for its cause of action states:

1. The real property that is the subject matter of this action is located in Rio Arriba County, New Mexico, and venue is properly before this Court.

2. The execution and delivery of the Note and Mortgage occurred in New Mexico, on property situated in New Mexico, and the purchase of said property and the assumption of the indebtedness by said Note and Mortgage and payment thereof, constitute a transaction of business in New Mexico subjecting the borrower and mortgagor to the jurisdiction of this Court as provided by the laws of the State of New Mexico.

3. Upon information and belief, Defendant Rose R. Martinez aka Rose E. Martinez ("Rose R. Martinez") has passed away.

EXHIBIT A

4. Upon information and belief, there may be other potential heirs of decedent Rose Martinez, who are unknown to Plaintiff, but who may claim an interest or right in and to the Property. Plaintiff has made due search and inquiry to ascertain the names, residence or whereabouts of such persons; however, such information is unknown and cannot be ascertained. This includes issuing written discovery to known heir Defendant Marcelina Martinez. Further, said unknown heirs have been made Defendants in this cause under the name and style as follows: Defendant Unknown Heirs, Devisees or Legatees of Rose R. Martinez AKA Rose E. Martinez, Deceased. As such, these defendants may have the right to redeem once the foreclosure sale sought in this action has been completed pursuant to N.M.S.A. 1978 § 39-5-18. Any interest of this defendant is subordinate to the interest of Plaintiff.

5. Defendants Occupants of the Property, If Any, may claim an interest in the Property by reason of possession of the Property. As such, these defendant(s) may have the right to redeem once the foreclosure sale sought in this action has been completed pursuant to N.M.S.A. 1978 § 39-5-18. Any interest of these defendants is subordinate to the interest of Plaintiff.

6. Defendant Felix J. Martinez a/k/a Felix Joe Martinez ("Felix J. Martinez") is, upon information and belief, a resident of Rio Arriba County, New Mexico. Defendant Felix J. Martinez may claim an interest in the Property. Any interest of this defendant is subordinate to the interest of Plaintiff.

7. Defendant Marcelina Martinez is, upon information and belief, a resident of Rio Arriba County, New Mexico, or in the alternative, has subjected herself to the jurisdiction of this Court by asserting an interest in the Property. Defendant Marcelina Martinez may claim an interest in the Property. Any interest of this defendant is subordinate to the interest of Plaintiff.

8. On February 16, 2007, Defendant Rose R. Martinez ("Borrower Defendant")

EXHIBIT A

executed a promissory note (“Note”) in the amount of \$119,000.00 secured by a Mortgage recorded in the office of the Clerk of Rio Arriba County on March 12, 2007 as Document No. 200701795 (hereinafter “Loan”) against real property commonly known as 737 State Road 76, Chimayo, NM 87522-0232 (hereinafter “Property”). True and correct copies of the Note and Mortgage are attached as “Exhibit A” and “Exhibit B” respectively.

9. The original “lender” as the term is defined in the Note and Mortgage was Countrywide Home Loans, Inc. (“Original Lender”).

10. Authorized representative of the Original Lender indorsed the Note *to blank*.

11. The Original Lender subsequently transferred and assigned the Loan to Bank of America, N.A., who subsequently transferred and assigned the Loan to the original plaintiff named in this action Ditech Financial LLC FKA Green Tree Servicing, LLC (“Green Tree”).

12. As part of the transfer to Green Tree, Green Tree’s predecessor delivered the original “wet ink” Note to Green Tree and also signed an Assignment of Mortgage to Green Tree that was recorded on September 18, 2015 in the office of the Clerk of Rio Arriba County as Document No. 2015-04457. A complete chain of assignments is attached as “Exhibit C.”

13. Prior to the Assignment of Mortgage to Green Tree, MERS, acting solely as nominee for the Original Lender, executed, delivered and recorded an Assignment of Mortgage to Bank of America, N.A. that was recorded on May 6, 2013 in the office of the Clerk of Rio Arriba County as Document No. 2013-02267. A complete chain of assignments is attached as “Exhibit C.”

14. When this action was filed on October 8, 2015, the original plaintiff was in possession of the original “wet ink” Note indorsed *to blank* through counsel. Specifically, the Bailee Letter signed by Green Tree’s prior counsel Rose L. Brand and Eileen Halladay with Green

EXHIBIT A

Tree shows the original “wet ink” Note and other origination documents were held with Green Tree’s custodian until they were relinquished to Rose L. Brand on November 28, 2014.

15. Plaintiff’s former counsel Rose L. Brand filed an Affidavit of Possession of Original Note with the Court on March 29, 2017 demonstrating that Rose L. Brand was in possession of the original “wet ink” Note at that time, and had been in possession since December 5, 2014. See Affidavit of Possession of Original Note, filed on March 29, 2017.

16. Subsequent to the filing of this action, the Loan was transferred and assigned to MTGLQ Investors, LP. As part of the transfer to MTGLQ Investors, LP, Green Tree delivered the original “wet ink” Note to MTGLQ Investors, LP and also signed an Assignment of Mortgage to MTGLQ Investors, LP that was recorded on September 8, 2016 in the office of the clerk of Rio Arriba County as Document No. 2016-04521. A complete chain of assignments is attached as “Exhibit C.”

17. Subsequent to the transfer to MTGLQ Investors, LP, the Loan was transferred and assigned to Plaintiff. As part of the transfer to Plaintiff, MTGLQ Investors, LP delivered the original “wet ink” Note to the Trust and also signed an Assignment of Mortgage to the Trust that is dated August 30, 2019, and was recorded on October 2, 2019, in Book 542, at Page 4504, as Document No. 2019-04504, in the records of Rio Arriba County, New Mexico. A complete chain of assignments is attached as “Exhibit C.”

18. Undersigned counsel is currently in possession of the original “wet ink” promissory Note bearing the same blank indorsement that was present when this action was filed on behalf of Plaintiff.

19. The Loan is in default and is due for the January 1, 2013 monthly payment.

20. The original plaintiff Green Tree sent a letter dated October 25, 2013 to Borrower

EXHIBIT A

Defendant c/o Intervenor Marcelina Martinez informing them that the Loan was in default and at that time the amount to cure the default was \$7,720.68.

21. The October 25, 2013 default letter required Borrower Defendant to bring the Loan current within 30 days or the Loan would be in default.

22. Borrower Defendant failed to cure the default and to date has failed to submit funds sufficient to reinstate the Loan or otherwise cure the default.

23. In light of the default, this foreclosure action was filed. All sums due and owing on the Loan have been accelerated pursuant to the terms of the Loan. According to Plaintiff's servicing records, as of August 13, 2020, the estimated amount due and owing upon said note and mortgage the following amounts (not including attorneys' fees and costs or any recoverable amounts incurred after August 13, 2020):

Unpaid Principal Balance:	\$104,237.92
Accrued Interest (through August 13, 2020 at 6.375%):	\$51,163.79
Advances for Hazard Insurance:	\$2,810.79
Unpaid Late Charges:	\$1,707.14
Total:	\$159,919.64

24. On account of Borrower Defendant's default under the Note and Mortgage sued upon herein, Plaintiff retained the attorneys of record and authorized the filing of this action and has incurred attorneys' fees and costs to prosecute this action.

25. According to a document entitled "Water Well Agreement And Easement And Driveway Easement" recorded on December 3, 2015, there was an "express and implied" agreement between Felix, Marie, Vicente and Rose Martinez.

26. To the extent such an agreement existed, Plaintiff and/or Plaintiff's predecessor

EXHIBIT A

would not have known about it and records do not reflect that Plaintiff and/or Plaintiff's predecessor were aware of the agreement, until the document became part of the public records by recording it on December 3, 2015.

27. Upon information and belief, Defendant Felix J. Martinez claims or may claim an interest in the Property that is the subject of this action pursuant to an Affidavit of Obligation, Commercial Lien (This is a verified plain statement of fact) dated April 25, 2012, and recorded on May 8, 2012, in Book 535, Page 2103, as Document No. 2012-02103 in the Rio Arriba County Records. To the extent this document states or claims an interest in the property, such interest is subordinate and inferior to that of Plaintiff, and should be foreclosed herein.

28. Upon information and belief, the Estate of Defendant Rose R. Martinez claims or may claim an interest in the Property that is the subject of this action pursuant to a Notice of Revocation of Power of Attorney dated March 27, 2013, and recorded on March 28, 2013 in Book 536, Page 1440, as Document No. 2013-01440, and to an Affidavit of Rose Martinez dated October 2, 2014, and recorded on October 7, 2014, in Book 537, Page 4722, as Document No. 2014-04722 in the Rio Arriba County Records. To the extent these documents state or claim an interest in the property, such interests are subordinate and inferior to that of Plaintiff, and should be foreclosed herein.

29. To the extent that any claim of interest or lien of any Defendants or other party is determined by the Court to be valid, all of such claims are inferior and subordinate to the lien of the Mortgage in favor of Plaintiff, and Plaintiff is entitled to have the lien of its Mortgage determined to be a first and prior lien upon the property, superior to the rights of Defendants Estate of Rose R. Martinez, Marcelina Martinez, Felix Martinez and all of the Defendants and interveners who may hereafter be joined.

EXHIBIT A

30. In the event that the Court determines that any valid prior mortgage upon said premises exists, the Plaintiff requests that the Court enter an Order foreclosing the interest of any said Mortgage upon payment of its Mortgage Note, or in the alternative, to allow foreclosure of the Plaintiffs Mortgage on said premises, subject to any prior lien.

31. Pursuant to section 24 of the Mortgage the redemption period shall be one (1) month.

32. The Plaintiff has been required to employ counsel to obtain real estate searches and reports on the premises and has incurred abstracting expenses and costs in this proceeding, all of which are additional indebtedness secured by said Mortgage.

WHEREFORE, the Plaintiff prays judgment as follows:

- A. For judgment against Defendant Estate of Rose Martinez for all amounts owing under the Note including unpaid principal balance, accrued interest, late charges, escrow advances, property inspection and valuation fees, any amounts advanced for taxes, assessments, insurance or other expenses necessary to preserve the Property, reasonable attorneys' fees in an amount sufficient to pay all costs and expenses of collection in accordance with the provisions of the Note and Mortgage, and any other amounts recoverable under the Note, Mortgage or New Mexico law, with interest thereon until paid.
- B. For *in rem* judgment as to all remaining defendants, and for a declaration that Plaintiff's Mortgage is adjudged and decreed to be a first lien on the Property for the amounts set forth in paragraph A and that it be adjudged paramount and superior to the interest of any of the Defendant, or any party having notice of this action by way of the recorded

EXHIBIT A

Notice of Lis Pendens pursuant to NMSA §38-1-13, that said interests should be foreclosed.

- C. That Defendants and persons claiming by, under, or through the Defendants, be barred and forever foreclosed of all right, interest, or claim to the Property, subject only to the one month right of redemption.
- D. That all persons whose conveyance or encumbrance is recorded subsequent to the filing of the Notice of *Lis Pendens* in this action be forever barred and foreclosed of all rights, claims, liens, and equity of redemption in the Property.
- E. That a Special Master be appointed to conduct a foreclosure sale of the Property.
- F. For the Property to be decreed sold according to law, subject to any existing reservations, restrictions, easements, rights of way and other such matters of record, if any, and that the proceeds be applied: first, in payment of the Special Master's fees and expenses of the sale; second, in payment of the amounts due to Plaintiff as set forth in paragraph A; third, as further directed by the Court.
- G. That Plaintiff, or any authorized agent of Plaintiff, has the right to bid at the sale, become a purchaser at the sale and that the purchaser be let into possession of the Property.
- H. For the entry of an Order of Forcible Entry and Detainer directing that Plaintiff be allowed immediate entry and possession of the Property; that the Court issue a Writ of Assistance if necessary to enable the purchaser under the sale to take possession of the Property; and,
- I. For such other and further relief as the Court deems appropriate.

EXHIBIT A

HOUSER LLP

By: /s/ Solomon S. Krotzer

Solomon S. Krotzer, Esq.

Attorneys for Plaintiff

100 Sun Ave. N.E.

Suite 650

Albuquerque, NM 87109

Telephone: (949)-679-1111

skrotzer@houser-law.com

EXHIBIT A

CERTIFICATE OF SERVICE

I hereby certify that on _____, a true copy of the foregoing *Amended Complaint* was submitted for e-filing via Odyssey and served via e-mail and USPS Priority Mail to the below to the following parties:

Felix Martinez
P.O. Box 910
Chimayo, NM 87522-010
Defendant, Pro Se
(Tracking No.: _____)

Rose Martinez
P.O. Box 2077
Santa Cruz, NM 87567-2077
Defendant, Pro Se
(Tracking No.: _____)

Marcelina Martinez
P.O. Box 2077
Santa Cruz, NM 87567-2077
marcemar717@gmail.com
Third Party Intervener
(Tracking No.: _____)

/s/ Solomon S. Krotzer
Solomon S. Krotzer

EXHIBIT A

EXHIBIT A

Prepared by: PATTY SOLAIRE

LOAN #: [REDACTED]

NOTE

FEBRUARY 16, 2007
[Date]

CHIMAYO
[City]

NEW MEXICO
[State]

737 STATE ROAD 76, CHIMAYO, NM 87522-0232
[Property Address]

1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. \$ 119,000.00 (this amount is called "Principal"), plus interest, to the order of the Lender. The Lender is COUNTRYWIDE HOME LOANS, INC.

I will make all payments under this Note in the form of cash, check or money order.

I understand that the Lender may transfer this Note. The Lender or anyone who takes this Note by transfer and who is entitled to receive payments under this Note is called the "Note Holder."

2. INTEREST

Interest will be charged on unpaid principal until the full amount of Principal has been paid. I will pay interest at a yearly rate of 6.375 %.

The interest rate required by this Section 2 is the rate I will pay both before and after any default described in Section 6(B) of this Note.

3. PAYMENTS

(A) Time and Place of Payments

I will pay principal and interest by making a payment every month.

I will make my monthly payment on the FIRST day of each month beginning on

APRIL 01, 2007. I will make these payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. Each monthly payment will be applied as of its scheduled due date and will be applied to interest before Principal. If, on MARCH 01, 2037, I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "Maturity Date."

I will make my monthly payments at

P.O. Box 660694, Dallas, TX 75266-0694
or at a different place if required by the Note Holder.

(B) Amount of Monthly Payments

My monthly payment will be in the amount of U.S. \$ 742.41

4. BORROWER'S RIGHT TO PREPAY

I have the right to make payments of Principal at any time before they are due. A payment of Principal only is known as a "Prepayment." When I make a Prepayment, I will tell the Note Holder in writing that I am doing so. I may not designate a payment as a Prepayment if I have not made all the monthly payments due under the Note.

I may make a full Prepayment or partial Prepayments without paying a Prepayment charge. The Note Holder will use my Prepayments to reduce the amount of Principal that I owe under this Note. However, the Note Holder may apply my Prepayment to the accrued and unpaid interest on the Prepayment amount, before applying my Prepayment to reduce the Principal amount of the Note. If I make a partial Prepayment, there will be no changes in the due date or in the amount of my monthly payment unless the Note Holder agrees in writing to those changes.

5. LOAN CHARGES

If a law, which applies to this loan and which sets maximum loan charges, is finally interpreted so that the interest or other loan charges collected or to be collected in connection with this loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from me which exceeded permitted limits will be refunded to me. The Note Holder may choose to make this refund by reducing the Principal I owe under this Note or by making a direct payment to me. If a refund reduces Principal, the reduction will be treated as a partial Prepayment.

6. BORROWER'S FAILURE TO PAY AS REQUIRED

(A) Late Charge for Overdue Payments

If the Note Holder has not received the full amount of any monthly payment by the end of FIFTEEN calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be 5.000 % of my overdue payment of principal and interest. I will pay this late charge promptly but only once on each late payment.

(B) Default

If I do not pay the full amount of each monthly payment on the date it is due, I will be in default.

MULTISTATE FIXED RATE NOTE-Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

Initials: *Rm*

Page 1 of 2

VMP -5N (0207).01

CHL (010/04)(d)

VMP Mortgage Solutions, Inc. (800)521-7291

Form 3200 1/01



* 2 3 9 9 1 *



EXHIBIT A

EXHIBIT A

LOAN #: [REDACTED]

(C) Notice of Default

If I am in default, the Note Holder may send me a written notice telling me that if I do not pay the overdue amount by a certain date, the Note Holder may require me to pay immediately the full amount of Principal which has not been paid and all the interest that I owe on that amount. That date must be at least 30 days after the date on which the notice is mailed to me or delivered by other means.

(D) No Waiver By Note Holder

Even if, at a time when I am in default, the Note Holder does not require me to pay immediately in full as described above, the Note Holder will still have the right to do so if I am in default at a later time.

(E) Payment of Note Holder's Costs and Expenses

If the Note Holder has required me to pay immediately in full as described above, the Note Holder will have the right to be paid back by me for all of its costs and expenses in enforcing this Note to the extent not prohibited by applicable law. Those expenses include, for example, reasonable attorneys' fees.

7. GIVING OF NOTICES

Unless applicable law requires a different method, any notice that must be given to me under this Note will be given by delivering it or by mailing it by first class mail to me at the Property Address above or at a different address if I give the Note Holder a notice of my different address.

Any notice that must be given to the Note Holder under this Note will be given by delivering it or by mailing it by first class mail to the Note Holder at the address stated in Section 3(A) above or at a different address if I am given a notice of that different address.

8. 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. The Note Holder may enforce its rights under this Note against each person individually or against all of us together. This means that any one of us may be required to pay all of the amounts owed under this Note.

9. WAIVERS

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

10. UNIFORM SECURED NOTE

This Note is a uniform instrument with limited variations in some jurisdictions. In addition to the protections given to the Note Holder under this Note, a Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), dated the same date as this Note, protects the Note Holder from possible losses which might result if I do not keep the promises which I make in this Note. That Security Instrument describes how and under what conditions I may be required to make immediate payment in full of all amounts I owe under this Note. Some of those conditions are described as follows:

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

PAY TO THE ORDER OF

WITHOUT RECOURSE
COUNTRYWIDE HOME LOANS, INC.

BY: Michele Bjolander
MICHELE BJOLANDER
EXECUTIVE VICE PRESIDENT

WITNESS THE HAND(S) AND SEAL(S) OF THE UNDERSIGNED.

Rose R. Martinez (Seal) _____ (Seal)
ROSE R. MARTINEZ -Borrower -Borrower

_____(Seal) _____ (Seal)
-Borrower -Borrower

[Sign Original Only]

EXHIBIT A

EXHIBIT B

00.
31 (5) 230



Return to: #1339807
Fidelity National Title
4000 Industrial Boulevard
Aliquippa, PA 15001

RIO ARRIEA
J. FRED VIGIL, COUNTY CLERK
200701795
Book 530 Page 1795
1 of 12
03/12/2007 12:27:47 PM
BY ERMA

Prepared By:
PATTY SOLAIRE

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[Escrow/Closing #]

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MORTGAGE

MIN

DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

(A) "Security Instrument" means this document, which is dated FEBRUARY 16, 2007, together with all Riders to this document.

(B) "Borrower" is

ROSE R MARTINEZ, AN UNMARRIED WOMAN

Borrower is the mortgagor under this Security Instrument.

(C) "MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns. MERS is the mortgagee under this Security Instrument. MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS.

(D) "Lender" is

COUNTRYWIDE HOME LOANS, INC.

Lender is a CORPORATION

organized and existing under the laws of NEW YORK

Lender's address is

4500 Park Granada MSN# SVB-314, Calabasas, CA 91302-1613

NEW MEXICO-Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT WITH MERS

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VMP
-6A(NM) (0005)
CONVVA

CHL (08/05)(d) VMP Mortgage Solutions, Inc. (800)521-7281

Form 3032 1/01



* 2 3 9 9 1 *



EXHIBIT A

EXHIBIT B

RIO ARRIBA
J. FRED VIGIL, COUNTY CLERK
200701795
Book 530 Page 1795
2 of 12
03/12/2007 12:27:47 PM
BY ERMA

DOC ID #: [REDACTED]

(E) "Note" means the promissory note signed by Borrower and dated FEBRUARY 16, 2007. The Note states that Borrower owes Lender ONE HUNDRED NINETEEN THOUSAND and 00/100

Dollars (U.S. \$ 119,000.00) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than MARCH 01, 2037. This Security Instrument secures a maximum principal amount of up to 150% of the amount of the Note.

(F) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."

(G) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.

(H) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower [check box as applicable]:

- | | | |
|--|---|---|
| ☐ Adjustable Rate Rider | ☐ Condominium Rider | ☐ Second Home Rider |
| ☐ Balloon Rider | ☐ Planned Unit Development Rider | ☐ 1-4 Family Rider |
| ☐ VA Rider | ☐ Biweekly Payment Rider | ☐ Other(s) [specify] |

(I) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.

(J) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.

(K) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.

(L) "Escrow Items" means those items that are described in Section 3.

(M) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.

(N) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on, the Loan.

(O) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.

(P) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. Section 2601 et seq.) and its implementing regulation, Regulation X (24 C.F.R. Part 3500), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

(Q) "Successor in Interest of Borrower" means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

TRANSFER OF RIGHTS IN THE PROPERTY

This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to MERS (solely as nominee for Lender and Lender's successors and assigns) and to the successor and assigns of MERS, the following described property located in the

COUNTY of
[Type of Recording Jurisdiction]

VALENCIA Rio Arriba
[Name of Recording Jurisdiction]

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

Parcel ID Number:

737 STATE ROAD 76, CHIMAYO

which currently has the address of

[Street/City]

New Mexico 87522-0232 ("Property Address"):

[Zip Code]

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 understands and agrees that MERS holds only legal title to the interests granted by Borrower in this Security Instrument, but, if necessary to comply with law or custom, MERS (as nominee for Lender and Lender's successors and assigns) has the right: to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property; and to take any action required of Lender including, but not limited to, releasing and canceling this Security Instrument.

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 any 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, Interest, Escrow Items, Prepayment Charges, and Late Charges. Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment charges and late charges due under the Note. Borrower shall also pay funds for Escrow Items pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in U.S. currency. However, if any check or other instrument received by Lender as payment under the Note or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer.

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 15. Lender may return any payment or partial payment if the payment or partial payments are insufficient to bring the Loan current. Lender may accept any payment or partial payment insufficient to bring the Loan current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future, but Lender is not obligated to apply such payments at the time such payments are accepted. If each Periodic Payment is applied as of its scheduled due date, then Lender need not pay interest on unapplied funds. Lender may hold such unapplied funds until Borrower makes payments to bring the Loan current. If Borrower does not do so within a reasonable period of time, Lender shall either apply such funds or return them to Borrower. If not applied earlier, such funds will be applied to the outstanding principal balance under the Note immediately prior to foreclosure. No offset or claim which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

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2. Application of Payments or Proceeds. Except as otherwise described in this Section 2, all payments accepted and applied by Lender shall be applied in the following order of priority: (a) interest due under the Note; (b) principal due under the Note; (c) amounts due under Section 3. Such payments shall be applied to each Periodic Payment in the order in which it became due. Any remaining amounts shall be applied first to late charges, second to any other amounts due under this Security Instrument, and then to reduce the principal balance of the Note.

If Lender receives a payment from Borrower for a delinquent Periodic Payment which includes a sufficient amount to pay any late charge due, the payment may be applied to the delinquent payment and the late charge. If more than one Periodic Payment is outstanding, Lender may apply any payment received from Borrower to the repayment of the Periodic Payments if, and to the extent that, each payment can be paid in full. To the extent that any excess exists after the payment is applied to the full payment of one or more Periodic Payments, such excess may be applied to any late charges due. Voluntary prepayments shall be applied first to any prepayment charges and then as described in the Note.

Any application of payments, insurance proceeds, or Miscellaneous Proceeds to principal due under the Note shall not extend or postpone the due date, or change the amount, of the Periodic Payments.

3. Funds for Escrow Items. Borrower shall pay to Lender on the day Periodic Payments are due under the Note, until the Note 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 this Security Instrument 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 Section 5; and (d) Mortgage Insurance premiums, if any, or any sums payable by Borrower to Lender in lieu of the payment of Mortgage Insurance premiums in accordance with the provisions of Section 10. These items are called "Escrow Items." At origination or at any time during the term of the Loan, Lender may require that Community Association Dues, Fees, and Assessments, if any, be escrowed by Borrower, and such dues, fees and assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's 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, Borrower 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. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the phrase "covenant and agreement" is used in Section 9. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then be obligated under Section 9 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 Section 15 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section 3.

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 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 Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower 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 Borrower any interest or earnings on the Funds. Borrower and Lender can agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, 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 Borrower 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 Borrower as required by RESPA, and Borrower 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 Borrower as required by RESPA, and Borrower 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 this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender.

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4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines, and impositions attributable to the Property which can attain priority over this Security Instrument, leasehold payments or ground rents on the Property, if any, and Community Association Dues, Fees, and Assessments, if any. To the extent that these items are Escrow Items, Borrower shall pay them in the manner provided in Section 3.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, but only so long as Borrower is performing such agreement; (b) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which in Lender's opinion operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which can attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Within 10 days of the date on which that notice is given, Borrower shall satisfy the lien or take one or more of the actions set forth above in this Section 4.

Lender may require Borrower to pay a one-time charge for a real estate tax verification and/or reporting service used by Lender in connection with this Loan.

5. Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and any other hazards including, but not limited to, earthquakes and floods, for which Lender requires insurance. This insurance shall be maintained in the amounts (including deductible levels) and for the periods that Lender requires. What Lender requires pursuant to the preceding sentences can change during the term of the Loan. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's right to disapprove Borrower's choice, which right shall not be exercised unreasonably. Lender may require Borrower to pay, in connection with this Loan, either: (a) a one-time charge for flood zone determination, certification and tracking services; or (b) a one-time charge for flood zone determination and certification services and subsequent charges each time remappings or similar changes occur which reasonably might affect such determination or certification. Borrower shall also be responsible for the payment of any fees imposed by the Federal Emergency Management Agency in connection with the review of any flood zone determination resulting from an objection by Borrower.

If Borrower fails to maintain any of the coverages described above, Lender may obtain insurance coverage, at Lender's option and Borrower's expense. Lender is under no obligation to purchase any particular type or amount of coverage. Therefore, such coverage shall cover Lender, but might or might not protect Borrower, Borrower's equity in the Property, or the contents of the Property, against any risk, hazard or liability and might provide greater or lesser coverage than was previously in effect. Borrower acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that Borrower could have obtained. Any amounts disbursed by Lender under this Section 5 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

All insurance policies required by Lender and renewals of such policies shall be subject to Lender's right to disapprove such policies, shall include a standard mortgage clause, and shall name Lender as mortgagee and/or as an additional loss payee. Lender shall have the right to hold the policies and renewal certificates. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. If Borrower obtains any form of insurance coverage, not otherwise required by Lender, for damage to, or destruction of, the Property, such policy shall include a standard mortgage clause and shall name Lender as mortgagee and/or as an additional loss payee.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Unless Lender and Borrower otherwise agree in writing, any insurance proceeds, whether or not the underlying insurance was required by Lender, shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such insurance proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such insurance proceeds, Lender shall not be required to pay Borrower any interest or earnings on such proceeds. Fees for public adjusters, or other third parties, retained by Borrower shall not be paid out of the insurance proceeds and shall be the sole obligation of Borrower. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such insurance proceeds shall be applied in the order provided for in Section 2.

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If Borrower abandons the Property, Lender may file, negotiate and settle any available insurance claim and related matters. If Borrower does not respond within 30 days to a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may negotiate and settle the claim. The 30-day period will begin when the notice is given. In either event, or if Lender acquires the Property under Section 22 or otherwise, Borrower hereby assigns to Lender (a) Borrower's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Note or this Security Instrument, and (b) any other of Borrower's rights (other than the right to any refund of unearned premiums paid by Borrower) under all insurance policies covering the Property, insofar as such rights are applicable to the coverage of the Property. Lender may use the insurance proceeds either to repair or restore the Property or to pay amounts unpaid under the Note or this Security Instrument, whether or not then due.

6. Occupancy. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within 60 days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control.

7. Preservation, Maintenance and Protection of the Property; Inspections. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate or commit waste on the Property. Whether or not Borrower is residing in the Property, Borrower shall maintain the Property in order to prevent the Property from deteriorating or decreasing in value due to its condition. Unless it is determined pursuant to Section 5 that repair or restoration is not economically feasible, Borrower shall promptly repair the Property if damaged to avoid further deterioration or damage. If insurance or condemnation proceeds are paid in connection with damage to, or the taking of, the Property, Borrower shall be responsible for repairing or restoring the Property only if Lender has released proceeds for such purposes. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower is not relieved of Borrower's obligation for the completion of such repair or restoration.

Lender or its agent may make reasonable entries upon and inspections of the Property. If it has reasonable cause, Lender may inspect the interior of the improvements on the Property. Lender shall give Borrower notice at the time of or prior to such an interior inspection specifying such reasonable cause.

8. Borrower's Loan Application. Borrower shall be in default if, during the Loan application process, Borrower or any persons or entities acting at the direction of Borrower or with Borrower's knowledge or consent gave materially false, misleading, or inaccurate information or statements to Lender (or failed to provide Lender with material information) in connection with the Loan. Material representations include, but are not limited to, representations concerning Borrower's occupancy of the Property as Borrower's principal residence.

9. Protection of Lender's Interest in the Property and Rights Under this Security Instrument. If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions can include, but are not limited to: (a) paying any sums secured by a lien which has priority over this Security Instrument; (b) appearing in court; and (c) paying reasonable attorneys' fees to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Lender may take action under this Section 9, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section 9.

Any amounts disbursed by Lender under this Section 9 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

10. Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan, Borrower shall pay the premiums required to maintain the Mortgage Insurance in effect. If, for any reason, the Mortgage Insurance coverage required by Lender ceases to be available from the mortgage insurer that

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previously provided such insurance and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the Mortgage Insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the Mortgage Insurance previously in effect, from an alternate mortgage insurer selected by Lender. If substantially equivalent Mortgage Insurance coverage is not available, Borrower shall continue to pay to Lender the amount of the separately designated payments that were due when the insurance coverage ceased to be in effect. Lender will accept, use and retain these payments as a non-refundable loss reserve in lieu of Mortgage Insurance. Such loss reserve shall be non-refundable, notwithstanding the fact that the Loan is ultimately paid in full, and Lender shall not be required to pay Borrower any interest or earnings on such loss reserve. Lender can no longer require loss reserve payments if Mortgage Insurance coverage (in the amount and for the period that Lender requires) provided by an insurer selected by Lender again becomes available, is obtained, and Lender requires separately designated payments toward the premiums for Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to maintain Mortgage Insurance in effect, or to provide a non-refundable loss reserve, until Lender's requirement for Mortgage Insurance ends in accordance with any written agreement between Borrower and Lender providing for such termination or until termination is required by Applicable Law. Nothing in this Section 10 affects Borrower's obligation to pay interest at the rate provided in the Note.

Mortgage Insurance reimburses Lender (or any entity that purchases the Note) for certain losses it may incur if Borrower does not repay the Loan as agreed. Borrower is not a party to the Mortgage Insurance.

Mortgage insurers evaluate their total risk on all such insurance in force from time to time, and may enter into agreements with other parties that share or modify their risk, or reduce losses. These agreements are on terms and conditions that are satisfactory to the mortgage insurer and the other party (or parties) to these agreements. These agreements may require the mortgage insurer to make payments using any source of funds that the mortgage insurer may have available (which may include funds obtained from Mortgage Insurance premiums).

As a result of these agreements, Lender, any purchaser of the Note, another insurer, any reinsurer, any other entity, or any affiliate of any of the foregoing, may receive (directly or indirectly) amounts that derive from (or might be characterized as) a portion of Borrower's payments for Mortgage Insurance, in exchange for sharing or modifying the mortgage insurer's risk, or reducing losses. If such agreement provides that an affiliate of Lender takes a share of the insurer's risk in exchange for a share of the premiums paid to the insurer, the arrangement is often termed "captive reinsurance." Further:

(a) Any such agreements will not affect the amounts that Borrower has agreed to pay for Mortgage Insurance, or any other terms of the Loan. Such agreements will not increase the amount Borrower will owe for Mortgage Insurance, and they will not entitle Borrower to any refund.

(b) Any such agreements will not affect the rights Borrower has - if any - with respect to the Mortgage Insurance under the Homeowners Protection Act of 1998 or any other law. These rights may include the right to receive certain disclosures, to request and obtain cancellation of the Mortgage Insurance, to have the Mortgage Insurance terminated automatically, and/or to receive a refund of any Mortgage Insurance premiums that were unearned at the time of such cancellation or termination.

11. Assignment of Miscellaneous Proceeds; Forfeiture. All Miscellaneous Proceeds are hereby assigned to and shall be paid to Lender.

If the Property is damaged, such Miscellaneous Proceeds shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such Miscellaneous Proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may pay for the repairs and restoration in a single disbursement or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such Miscellaneous Proceeds, Lender shall not be required to pay Borrower any interest or earnings on such Miscellaneous Proceeds. If the restoration or repair is not economically feasible or Lender's security would be lessened, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such Miscellaneous Proceeds shall be applied in the order provided for in Section 2.

In the event of a total taking, destruction, or loss in value of the Property, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security

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Instrument shall be reduced by the amount of the Miscellaneous Proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the partial taking, destruction, or loss in value divided by (b) the fair market value of the Property immediately before the partial taking, destruction, or loss in value. Any balance shall be paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is less than the amount of the sums secured immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the Opposing Party (as defined in the next sentence) offers to make an award to settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the Miscellaneous Proceeds either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due. "Opposing Party" means the third party that owes Borrower Miscellaneous Proceeds or the party against whom Borrower has a right of action in regard to Miscellaneous Proceeds.

Borrower shall be in default if any action or proceeding, whether civil or criminal, is begun that, in Lender's judgment, could result in forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. Borrower can cure such a default and, if acceleration has occurred, reinstate as provided in Section 19, by causing the action or proceeding to be dismissed with a ruling that, in Lender's judgment, precludes forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. The proceeds of any award or claim for damages that are attributable to the impairment of Lender's interest in the Property are hereby assigned and shall be paid to Lender.

All Miscellaneous Proceeds that are not applied to restoration or repair of the Property shall be applied in the order provided for in Section 2.

12. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to Borrower or any Successor in Interest of Borrower shall not operate to release the liability of Borrower or any Successors in Interest of Borrower. Lender shall not be required to commence proceedings against any Successor in Interest of Borrower or to 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 any Successors in Interest of Borrower. Any forbearance by Lender in exercising any right or remedy including, without limitation, Lender's acceptance of payments from third persons, entities or Successors in Interest of Borrower or in amounts less than the amount then due, shall not be a waiver of or preclude the exercise of any right or remedy.

13. Joint and Several Liability; Co-signers; Successors and Assigns Bound. Borrower covenants and agrees that Borrower's obligations and liability shall be joint and several. However, any Borrower who co-signs this Security Instrument but does not execute the Note (a "co-signer"): (a) is co-signing this Security Instrument only to mortgage, grant and convey the co-signer'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 can agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without the co-signer's consent.

Subject to the provisions of Section 18, any Successor in Interest of Borrower who assumes Borrower's obligations under this Security Instrument in writing, and is approved by Lender, shall obtain all of Borrower's rights and benefits under this Security Instrument. Borrower shall not be released from Borrower's obligations and liability under this Security Instrument unless Lender agrees to such release in writing. The covenants and agreements of this Security Instrument shall bind (except as provided in Section 20) and benefit the successors and assigns of Lender.

14. Loan Charges. Lender may charge Borrower fees for services performed in connection with Borrower's default, for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument, including, but not limited to, attorneys' fees, property inspection and valuation fees. In regard to any other fees, the absence of express authority in this Security Instrument to charge a specific fee to Borrower shall not be construed as a prohibition on the charging of such fee. Lender may not charge fees that are expressly prohibited by this Security Instrument or by Applicable Law.

If the Loan is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the Loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will

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be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge (whether or not a prepayment charge is provided for under the Note). Borrower's acceptance of any such refund made by direct payment to Borrower will constitute a waiver of any right of action Borrower might have arising out of such overcharge.

15. **Notices.** All notices given by Borrower or Lender in connection with this Security Instrument must be in writing. Any notice to Borrower in connection with this Security Instrument shall be deemed to have been given to Borrower when mailed by first class mail or when actually delivered to Borrower's notice address if sent by other means. Notice to any one Borrower shall constitute notice to all Borrowers unless Applicable Law expressly requires otherwise. The notice address shall be the Property Address unless Borrower has designated a substitute notice address by notice to Lender. Borrower shall promptly notify Lender of Borrower's change of address. If Lender specifies a procedure for reporting Borrower's change of address, then Borrower shall only report a change of address through that specified procedure. There may be only one designated notice address under this Security Instrument at any one time. Any notice to Lender shall be given by delivering it or by mailing it by first class mail to Lender's address stated herein unless Lender has designated another address by notice to Borrower. Any notice in connection with this Security Instrument shall not be deemed to have been given to Lender until actually received by Lender. If any notice required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

16. **Governing Law; Severability; Rules of Construction.** This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of Applicable Law. Applicable Law might explicitly or implicitly allow the parties to agree by contract or it might be silent, but such silence shall not be construed as a prohibition against agreement by contract. 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.

As used in this Security Instrument: (a) words of the masculine gender shall mean and include corresponding neuter words or words of the feminine gender; (b) words in the singular shall mean and include the plural and vice versa; and (c) the word "may" gives sole discretion without any obligation to take any action.

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

18. **Transfer of the Property or a Beneficial Interest in Borrower.** As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

If all or any part of the Property or any interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

19. **Borrower's Right to Reinstate After Acceleration.** If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of: (a) five days before sale of the Property pursuant to any power of sale contained in this Security Instrument; (b) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate; or (c) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees, property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument; and (d) takes such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue unchanged. Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's

EXHIBIT A

EXHIBIT B

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J. FRED VIGIL, COUNTY CLERK
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BY ERMA

DOC ID #: [REDACTED]

check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity; or (d) Electronic Funds Transfer. Upon reinstatement by Borrower, this Security Instrument and obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Section 18.

20. Sale of Note; Change of Loan Servicer; Notice of Grievance. The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Borrower. A sale might result in a change in the entity (known as the "Loan Servicer") that collects Periodic Payments due under the Note and this Security Instrument and performs other mortgage loan servicing obligations under the Note, this Security Instrument, and Applicable Law. There also might be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change which will state the name and address of the new Loan Servicer, the address to which payments should be made and any other information RESPA requires in connection with a notice of transfer of servicing. If the Note is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser.

Neither Borrower nor Lender may commence, join, or be joined to any judicial action (as either an individual litigant or the member of a class) that arises from the other party's actions pursuant to this Security Instrument or that alleges that the other party has breached any provision of, or any duty owed by reason of, this Security Instrument, until such Borrower or Lender has notified the other party (with such notice given in compliance with the requirements of Section 15) of such alleged breach and afforded the other party hereto a reasonable period after the giving of such notice to take corrective action. If Applicable Law provides a time period which must elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this paragraph. The notice of acceleration and opportunity to cure given to Borrower pursuant to Section 22 and the notice of acceleration given to Borrower pursuant to Section 18 shall be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 20.

21. Hazardous Substances. As used in this Section 21: (a) "Hazardous Substances" are those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials; (b) "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection; (c) "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Law; and (d) an "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.

Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances, or threaten to release any Hazardous Substances, on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property (a) that is in violation of any Environmental Law, (b) which creates an Environmental Condition, or (c) which, due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects the value of the Property. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property (including, but not limited to, hazardous substances in consumer products).

Borrower shall promptly give Lender written notice of (a) any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge, (b) any Environmental Condition, including but not limited to, any spilling, leaking, discharge, release or threat of release of any Hazardous Substance, and (c) any condition caused by the presence, use or release of a Hazardous Substance which adversely affects the value of the Property. If Borrower learns, or is notified by any governmental or regulatory authority, or any private party, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law. Nothing herein shall create any obligation on Lender for an Environmental Cleanup.

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

22. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Section 18 unless Applicable Law provides otherwise). 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

EXHIBIT A

EXHIBIT B

RIO ARRIBA
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BY ERMA

DOC ID #: [REDACTED]

Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. 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 foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 22, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

23. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument. Borrower shall pay any recordation costs. Lender may charge Borrower a fee for releasing this Security Instrument, but only if the fee is paid to a third party for services rendered and the charging of the fee is permitted under Applicable Law.

24. Redemption Period. If this Security Instrument is foreclosed, the redemption period after judicial sale shall be one month.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any Rider executed by Borrower and recorded with it.

Rose R. Martinez (Seal)
ROSE R. MARTINEZ -Borrower

____ (Seal)
____ -Borrower

____ (Seal)
____ -Borrower

____ (Seal)
____ -Borrower

STATE OF NEW MEXICO,

County ss: Rio Arriba

This instrument was acknowledged before me on February 16, 2007
by Rose R. Martinez

My Commission Expires: November 28, 2009

Susan Billings
Notary Public



EXHIBIT A

EXHIBIT B

Exhibit "A" Legal Description

The land referred to in this commitment is described as follows:

A certain parcel of land, lying and being situate within the Santa Cruz Grant, within projected Section 36, T21N R9E, NMPM, in the vicinity of the community of Chimayo, County Rio Arriba, State of New Mexico.

Containing 0.631 of an acre, more or less.

According to the plat of survey entitled "Boundary Survey Plat for Rose Martinez", filed for record February 20, 2003 in Book of Plats A1 at page 2, records of Rio Arriba County, New Mexico.

Tax/Parcel ID:

RIO ARRIBA
J. FRED VIGIL, COUNTY CLERK
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BY ERMA



EXHIBIT A

EXHIBIT C

Recording Requested By:
Bank of America
Prepared By: Diana De Avila
800-444-4302
When recorded mail to:
CoreLogic
Mail Stop: ASGN
1 CoreLogic Drive
Westlake, TX 76262-9823



DocID# [REDACTED]
Property Address:
737 State Road 76
Chimayo, NM 87522
NM001-AM 24907121 4/24/2013 FCL01



B: 536 P: 2267 Doc Id: 2013-02267 Victoria

05/06/2013 03:05 PM
Receipt #: 13646 Page 1 of 1 Doc Code: RSGNMTG
Reissu R. Morales Jr., County Clerk & Recorder Rio Arriba, New Mexico



MIN #: [REDACTED] MERS Phone #: 888-679-6377

ASSIGNMENT OF MORTGAGE

For Value Received, MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. (herein "Assignor"), whose address is P.O. Box 2026, Flint, MI 48501-2026, AS NOMINEE FOR COUNTRYWIDE HOME LOANS, INC. and its successors and assigns hereby assign and transfer to BANK OF AMERICA NA (herein "Assignee"), whose address is C/O BAC, M/C: CA6-914-01-43, 1800 TAPO CANYON ROAD, SIMI VALLEY, CA 93063, and its successors and assigns all its right, title, and interest in and to a certain Mortgage described below.

Original Lender: MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS
NOMINEE FOR COUNTRYWIDE HOME LOANS, INC.

Original Borrower(s): ROSE R MARTINEZ, AN UNMARRIED WOMAN

Date of Mortgage: 2/16/2007

Original Loan Amount: \$119,000.00

Recorded in Rio Arriba County, NM on: 3/12/2007, book 530, page 1795 and instrument number 200701795

MORTGAGE ELECTRONIC REGISTRATION
SYSTEMS, INC., AS NOMINEE FOR COUNTRYWIDE
HOME LOANS, INC.

By: Bud Kamyabi
Assistant Secretary

Date: APR 25 2013

State of California
County of Ventura

On APR 25 2013 before me, J. Mastrodonardo, Notary Public, personally appeared Bud Kamyabi, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

J. Mastrodonardo
Notary Public: J. Mastrodonardo
My Commission Expires: Sept 19, 2015

(Seal)



EXHIBIT A

EXHIBIT C

Recording requested by:
BANK OF AMERICA, N.A.

When recorded mail to:
7360 S KYRENE RD
MAIL STOP: T310
ATTN: DC-CONVERSION ITEMS
TEMPE, AZ 85283
Attn: BANK OF AMERICA, N.A.

CORPORATION ASSIGNMENT OF MORTGAGE
Doc. ID# [REDACTED]
Commitment [REDACTED]

For value received, the undersigned, BANK OF AMERICA, N.A., 4909 SAVARESE CIRCLE, TAMPA, FL 33634, hereby grants, assigns and transfers to:
GREEN TREE SERVICING LLC
7360 SOUTH KYRENE RD, T314, TEMPE, AZ 85283

All its interest under that certain Mortgage dated 2/16/07, executed by:
ROSE R MARTINEZ, Mortgagor as per MORTGAGE recorded as Instrument No.
200701795 on 3/12/07 in Book 530 Page 1795 of official records in the County
Recorder's Office of RIO ARRIBA County, NEW MEXICO.
Tax Parcel = 016093
Original Mortgage \$119,000.00
737 STATE ROAD 76, CHIMAYO, NM 87522

(See attached Exhibit for Legal Description)

Together with the Note or Notes therein described or referred to, the money due and to become due thereon with interest, and all rights accrued or to accrue under said Mortgage.

Dated: 03/13/2015 BANK OF AMERICA, N.A.

By [Signature]
JULIO ESTRADA, VICE PRESIDENT

State of Florida
County of Hillsborough

The foregoing instrument was acknowledged before me this 13 day of Mar, 2015, by JULIO ESTRADA as VICE PRESIDENT for BANK OF AMERICA, N.A..



Raul L. Perez
NOTARY PUBLIC
STATE OF FLORIDA
Comm# FF196338
Expires 2/5/2019

[Signature]
(Signature of Notary Public-State of Florida)
Raul L. Perez

_____, Notary Public

Personally Known [initials] or
Produced Identification _____

Type of Identification Produced _____

Prepared by: ETHEL MEADOR
4909 SAVARESE CIRCLE
TAMPA, FL 33634
Phone#: (813) 615-3118



EXHIBIT A

EXHIBIT C

Doc ID#

LEGAL DESCRIPTION

Exhibit "A" Legal Description

The land referred to in this commitment is described as follows:

A certain parcel of land, lying and being situate within the Santa Cruz Grant, within projected Section 36, T21N R9E, NMPM, in the vicinity of the community of Chimayo, County Rio Arriba, State of New Mexico.

Containing 0.631 of an acre, more or less.

According to the plat of survey entitled "Boundary Survey Plat for Rose Martinez", filed for record February 20, 2003 in Book of Plats A1 at page 2, records of Rio Arriba County, New Mexico.

Tax/Parcel ID:

RIO ARRIBA
J. FRED VIELL, COUNTY CLERK
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BY ERMA



B: 538 P: 4457 Doc Id: 2015-04457 Christopher

09/18/2015 12:49 PM

Receipt #: 26708 Page 2 of 2

Rolando R. Morales, Jr., County Clerk & Recorder Rio Arriba, New Mexico



EXHIBIT A

EXHIBIT C

Prepared By and Return To:
Heather Neal
Collateral Department
Meridian Asset Services, Inc.
780 94th Avenue N., Suite 102
St. Petersburg, FL 33702
(727) 497-4650

Space above for Recorder's use

Loan No: [REDACTED]
Svr Ln No: [REDACTED]
GS ID: [REDACTED]



ASSIGNMENT OF MORTGAGE

FOR GOOD AND VALUABLE CONSIDERATION, the sufficiency of which is hereby acknowledged, the undersigned, **DITECH FINANCIAL, LLC, SUCCESSOR BY MERGER TO GREEN TREE SERVICING, LLC**, whose address is **1100 LANDMARK TOWERS, 345 ST. PETER STREET, ST. PAUL, MN 55102**, (ASSIGNOR), does hereby grant, assign and transfer to **MTGLQ INVESTORS, L.P.**, whose address is **6011 CONNECTION DRIVE, 5TH FLOOR, IRVING TX, 75039**, (ASSIGNEE), its successors, transferees and assigns forever, all beneficial interest under that certain mortgage, together with the certain note(s) described therein with all interest, all liens, and any rights due or to become due thereon.

Date of Mortgage: **2/16/2007**

Original Loan Amount: **\$119,000.00**

Executed by (Borrower(s)): **ROSE R MARTINEZ**

Original Lender: **MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS NOMINEE FOR COUNTRYWIDE HOME LOANS, INC., ITS SUCCESSORS AND ASSIGNS**

Filed of Record: In Book/Liber/Volume **530**, Page **1795**,

Document/Instrument No: **200701795** in the Office of County Recorder of **RIO ARRIBA** County, **NM**, Recorded on **3/12/2007**.

Legal Description: **SEE EXHIBIT "A" ATTACHED**

Property more commonly described as: **737 STATE ROAD 76, CHIMAYO, NEW MEXICO 87522-0232**

IN WITNESS WHEREOF, the undersigned by its duly elected officers and pursuant to proper authority of its board of directors has duly executed, sealed, acknowledged and delivered this assignment.

Date: 8-24-16

DITECH FINANCIAL, LLC, SUCCESSOR BY MERGER TO GREEN TREE SERVICING, LLC, BY MTGLQ INVESTORS, L.P., ITS ATTORNEY-IN-FACT

By: JAMES W MOFFETT
Title: **VICE PRESIDENT**

Witness Name: Monica Hargett

B: 539 P: 4521 Doc Id: 2016-04521 Jonathan

09/08/2016 01:15 PM

Receipt #: 32394 Page 1 of 3

Moises A. Morales, Jr. County Clerk & Recorder Rio Arriba, New Mexico

EXHIBIT A

EXHIBIT C

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT

State of **TEXAS**
County of **DALLAS**

On 8-24-16, before me, Deb McMurtre, a Notary Public, personally appeared **JAMES W MOFFETT, VICE PRESIDENT of/for MTGLQ INVESTORS, L.P., AS ATTORNEY-IN-FACT FOR DITECH FINANCIAL, LLC, SUCCESSOR BY MERGER TO GREEN TREE SERVICING, LLC**, personally known to me, or who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument. I certify under PENALTY OF PERJURY under the laws of the State of **TEXAS** that the foregoing paragraph is true and correct. I further certify JAMES W MOFFETT, signed, sealed, attested and delivered this document as a voluntary act in my presence.

Witness my hand and official seal.

Deb McMurtre

(Notary Name): Deb McMurtre
My commission expires: 9-20-17

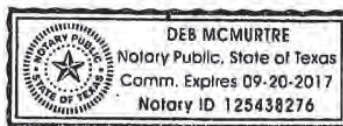


EXHIBIT A

EXHIBIT C

EXHIBIT "A"

The land referred to in this commitment is described as follows:

A certain parcel of land, lying and being situate within the Santa Cruz Grant, within projected Section 36, T21N R9E, NMPM, in the vicinity of the community of Chimayo, County Rio Arriba, State of New Mexico.

Containing 0.631 of an acre, more or less.

According to the plat of survey entitled "Boundary Survey Plat for Rose Martinez", filed for record February 20, 2003 in Book of Plats A1 at page 2, records of Rio Arriba County, New Mexico.



EXHIBIT A

EXHIBIT C

B: 542 P: 4504 Doc Id: 2019-04504 Daniel

10/02/2019 04:36 PM

Receipt #: 60977 Page 1 of 2

Linda J. Padilla County Clerk & Recorder Rio Arriba, New Mexico

Prepared By:
Jangapalli Srinivas
SOURCEPOINT
2330 Commerce Park Drive, Suite 2
PALM BAY, FL - 32905

Return to:

Property Tax ID#: N/A
Order #: [REDACTED]
[REDACTED]

MIN: [REDACTED]
MERS Phone :8886796377

ASSIGNMENT OF MORTGAGE

Name and Address of Assignor:

MTGLQ Investors, L.P.

2001 Ross Avenue Suite 2800
Dallas TX - 75201.

Name and Address of Assignee:

U.S. BANK TRUST NATIONAL ASSOCIATION, AS
TRUSTEE OF THE CHALET SERIES IV TRUST

300 DELAWARE AVE. 9TH FL.
WILMINGTON DE - 19801.

FOR VALUE RECEIVED, the receipt and sufficiency of which is hereby acknowledged, the undersigned, MTGLQ Investors, L.P., "Assignor", whose address is above, does hereby grant, sell, assign, transfer and convey to U.S. BANK TRUST NATIONAL ASSOCIATION, AS TRUSTEE OF THE CHALET SERIES IV TRUST, "Assignee," whose address is above, all interest of the undersigned Assignor in and to the following described Mortgage:

Date of Mortgage: 02/16/2007

Executed by (Mortgagor (s)): ROSE R MARTINEZ, AN UNMARRIED WOMAN

Original Trustee: N/A

Original Beneficiary: MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. ("MERS"), ACTING SOLELY AS NOMINEE FOR COUNTRYWIDE HOMELOANS, INC., ITS SUCCESSORS AND ASSIGNS, WHOSE ADDRESS IS P.O. BOX 2026, FLINT, MI 48501-2026.

Filed of Record: In Book 530, Page 1795, Document/Instrument No. 200701795 in the Office of Auditor of RIO ARRIBA County, NM, on 03/12/2007.

Property: 737 STATE ROAD 76, CHIMAYO, NM - 87522.

Given: to secure a certain Promissory Note in the amount of \$119,000.00 payable to Beneficiary.

Together with the note(s) and obligations therein described or referred to, the money due and to become due thereon, with interest, and all rights accrued or to accrue under said Mortgage.

TO HAVE AND TO HOLD the same unto Assignee and unto its successors and assigns forever, subject only to the terms and conditions of the above-described Mortgage and Promissory Note.

Assignor is the present holder of the above-described Mortgage.

IN WITNESS WHEREOF, this assignment was executed by the undersigned Assignor on this the

AUG 30 2019

Legal Description : THE LAND REFERRED TO IN THIS COMMITMENT IS DESCRIBED AS FOLLOWS: A CERTAIN PARCEL OF LAND, LYING AND BEING SITUATE WITHIN THE SANTA CRUZ GRANT, WITHIN PROJECTED SECTION 36, T21N R9E, NMPM, IN THE VICINITY OF THE COMMUNITY OF CHIMAYO, COUNTY RIO ARRIBA, STATE OF NEW MEXICO. CONTAINING 0.631 OF AN ACRE, MORE OR LESS. ACCORDING TO THE PLAT OF SURVEY ENTITLED "BOUNDARY SURVEY PLAT FOR ROSE MARTINEZ", FILED FOR RECORD FEBRUARY 20, 2003 IN BOOK OF PLATS A1 AT PAGE 2, RECORDS OF RIO ARRIBA COUNTY, NEW MEXICO.

EXHIBIT A

EXHIBIT C

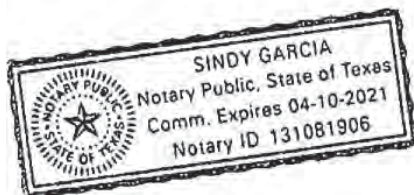
Signed, sealed and delivered in our presence:

MTGLQ Investors, L.P.


Betsy Hanson
Title: Vice President

STATE OF Texas
COUNTY OF Dallas

This instrument was acknowledged before me on AUG 30 2019 by
Betsy Hanson Vice President of MTGLQ Investors, L.P., on behalf of said corporation.




Notary Public : Sindy Garcia
My commission expires : APR 10 2021

No title search was performed on the subject property by the preparer. The preparer of this document makes neither representation as to the status of the title nor property use or any zoning regulations concerning described property herein conveyed nor any matter except the validity of the form of this instrument. Information herein was provided to preparer by Grantor/Grantee and for their agents; no boundary survey was made at the time of this conveyance.

Order #: 

B: 542 P: 4504 Doc Id: 2019-04504 Daniel

10/02/2019 04:36:16 PM

Receipt #: Page 2 of 2

Linda J. Padilla County Clerk & Recorder Rio Arriba, New Mexico

