



OFFICE OF THE ASSISTANT SECRETARY
FOR HOUSING-FEDERAL HOUSING COMMISSIONER

Notice H 2002-20 (HUD)

Special Attention of:

All Homeownership Center Directors
Director, National Servicing Center
Deputy Director, National Servicing Center
All REO Directors
All Real Estate Owned Branch Chiefs
All Management and Marketing Contractors

Issued: September 20, 2002
Expires: September 30, 2003

Cross References:

Subject: Clarification Regarding Title Approval Issues, Property Condition at Conveyance, Administrative Offsets and a New Process for Lender Appeal of Conveyance Issues

In an effort to ensure that the subject issues are being administered consistently by all Homeownership Centers (HOCs) and HUD's Management and Marketing (M&M) contractors, the following clarifications are provided.

Title Approval Issues

Unpaid Taxes

In most states, unpaid taxes are given priority over first mortgages of record. Because taxes are generally paid in arrears, they constitute a lien on property even when they are not yet due and payable. Lenders have been advised that they must request and pay all available tax bills prior to conveyance. HUD regulation 24 CFR 203.402 (a) provides the authority to reimburse 100 percent of the taxes paid. However, because payment of taxes is the responsibility of the lender, late fees and/or interest penalties charged by the taxing jurisdiction for the late payment of taxes are not reimbursable.

In those cases where the lender failed to pay taxes when due and late fees and/or interest penalties are charged by the taxing jurisdiction, the M&M contractor may not withhold title approval. The M&M contractor must pay the amounts due in accordance with Section C-2, Item V.B.8. of the M&M contract and recover any late fees and/or interest penalties from the lender through the debt collection and administrative offset process.

Unpaid Water, Sewer or Other Assessments

Lenders have been requested to research the payment status of water, sewer, and other assessments and provide this information to the M&M contractor with other title evidence. However, M&M contractors may **not** object or withhold title approval if evidence reflects unpaid water, sewer, or other assessments, even when these expenses constitute a lien against the property.

The M&M contractor is responsible for ensuring that these charges are paid in accordance with Section C-2, Item V.B.8. of the M&M contract, and will be reimbursed as a pass-through. M&M contractors must investigate the payment status of water, sewer, and other assessments immediately following conveyance and should not wait until closing to pay these charges. Additional guidance may be found in the M&M contract, paragraph 11-11C, and the Property Disposition Handbook 4310.5, REV-2, paragraph 4-25 C.

Condominium/Homeowners' Association (HOA) Fees

At this time, condominium and homeowners' association (HOA) fees are not required escrow items for FHA-insured single-family mortgages. Therefore, payment of condo/HOA fees as they become due is the mortgagor's responsibility. When the mortgagor defaults and foreclosure action becomes necessary, lenders must name and properly serve HOAs and condominium associations in foreclosure proceedings in order to eliminate or reduce HUD's responsibility for unpaid condominium/HOA fees. Further, lenders must take any action necessary to protect HUD's interest in the property against foreclosure actions brought by a condominium/HOA.

Upon completion of the foreclosure sale, lenders are required to notify the appropriate condominium/HOA of the lender's interest in the property and to pay post-foreclosure condominium/HOA assessments in a timely manner. Payment of condominium or HOA fees incurred between the date of foreclosure and conveyance is 100 percent reimbursable to the lender. However, lenders may not claim reimbursement for any penalties, interest, and/or late fees incurred after the foreclosure sale.

In non-priority states, M & M contractors may **not** withhold title approval if title evidence reflects delinquent condominium/HOA assessments, interest, late payment penalties and/or legal fees incurred anytime prior to the date of conveyance. Instead, the M&M contractor must pay the amounts due and recover any late fees, interest, and /or penalties properly chargeable to the lender through the debt collection and administrative offset process.

However, in cases where the time frame between the date of foreclosure and conveyance is 45 days or less, it may be difficult for the lender to arrange payment of condominium/HOA fees that accrue following foreclosure. When conveyance takes

place within 45 days of the date of foreclosure, M&M contractors should not seek reimbursement for interest, late payment penalties, and/or legal fees related to amounts due from the date of foreclosure forward.

M & M contractors must promptly pay the condominium/HOA fees to avoid additional interest and penalties and shall not wait until the property is sold. All condominium fees assessed prior to conveyance and paid by the M & M contractor will be treated as a pass-through expense. However, if the M&M contractor feels that any fees or charges were, or should have been, extinguished by the foreclosure, or are not the responsibility of the Department under applicable state law, the matter should promptly be referred to the appropriate Government Technical Representative (GTR) for consideration of legal intervention by HUD's Office of General Counsel.

Also, in non-priority states, HUD may request that the lender voluntarily pay delinquent condo/HOA fees to ensure the viability of the homeowner's association, which in turn will assist in maintaining property values and may also reduce future mortgage insurance claims. For these same reasons, HUD will not object if the lenders voluntarily pay delinquent condo/HOA fees (but not interest and penalties).

For those states where unpaid HOA assessments constitute a priority lien against the property, lenders must first attempt to negotiate with the condo/HOA to waive or accept reduced payments for delinquent fees. If the negotiations prove unsuccessful, lenders **must** pay all condominium/HOA fees prior to conveyance, whether or not the HOA has filed a lien. In those cases where a lender fails to pay condominium/HOA fees in priority lien states or fails to present independent title evidence satisfactory to the Secretary, the M&M contractor should reject the title until such time as the condominium/HOA fees are brought current.

Upon conveyance, the M&M contractor is required to notify the appropriate condominium/HOA of HUD's interest in the property and pay all condominium/HOA assessments in a timely manner. The M&M contractor shall receive reimbursement for properly submitted invoices for condominium/HOA fee payments but shall not be paid for any penalty incurred as a result of the M&M contractor not obtaining and paying such bills timely. GTRs must monitor M & M contractor performance monthly to ensure compliance with this requirement.

Internal Revenue Liens

When the Internal Revenue Service (IRS) has filed a lien against a property with an FHA-insured mortgage, the lender must provide appropriate notice to the IRS prior to the foreclosure sale. When a lender gives proper notice to the IRS, the Department will not object to the outstanding right of redemption by IRS. Lenders must include a copy of this notice with title evidence submission. M&M contractors shall not withhold title approval, even if the lender has not provided proper notice to the IRS.

However, when a lender fails to deliver proper notice to the IRS, the Department must take action to protect its interest. If the fair market value of the property is less than HUD's interest in the property, the M&M contractor must attempt to obtain a discharge of the tax lien which requires a fair market value appraisal. When such action is required, the M&M contractor shall bill the cost of the appraisal to the lender.

Code Violations

Often, mortgagors who have become delinquent in their mortgage obligation have deferred maintenance on their property. In some situations, the obvious peeling paint, loose gutters, rotting trim, lifting roof shingles, and related problems have been brought to the attention of the city or county who then make an immediate request for correction of said items. Where corrective action is not taken, the jurisdiction may seek legal recourse to ensure correction, such as the issuance of a code violation notice. Code violations can reduce the marketability of the title. The following guidance has been developed for the lenders to address the more common judicial and administrative matters regarding code violation notices:

- Liens Extinguished Through Foreclosure – In instances where a locality has recorded a subordinate lien in the land records resulting from code violations and the lien, under state law, may be extinguished through the foreclosure action, lenders must ensure that they follow the proper foreclosure process to extinguish the lien.
- Lien Survives Foreclosure – Deed is Transferable – In instances where a subordinate lien resulting from code violations is not extinguished by foreclosure, lenders may convey title subject to the lien if: (1) the code violation does not predate the origination of the loan, and (2) ***the code violation did not result in whole or in part from failure of the lender to preserve and protect the property in accordance with HUD's requirements.*** If the code violation was issued prior to the date the lender had possession, it is unlikely that the violation was due to the lender's failure to preserve and protect the property. Where there is evidence that the code violation was issued after the lender gained possession **and** was the result of the lender failing to preserve and protect the property, the M&M contractor should reject the title and require the lender to satisfy the code violation to provide good marketable title. If there is any question of responsibility, the M&M contractor must request evidence of when, and to whom, the code violation was issued as well as evidence of the nature of the violation.
- Local Ordinance Prohibits Conveyance – In instances where a local ordinance prohibits a lender from conveying title to HUD because of the existence of a lien resulting from a code violation, the lender must provide the M&M contractor with a copy of the ordinance that prohibits conveyance and the cost of repairs or fines required to satisfy the lien. For repair costs that exceed \$1,000 the M&M contractor may require two independent bids. Upon receipt of the bids and

documentation of the prohibitive ordinance, the M&M contractor should consult the GTR and within **10 calendar days**, provide instructions to the lender.

In the event the M&M contractor instructs the lender to complete the repairs and satisfy the lien, the cost of repairs or fines required to satisfy the lien will be reimbursable if: (1) the code violation does not predate the origination of the loan, and/or (2) the code violation did not result, in whole or in part, from failure of the lender to preserve and protect the property in accordance with HUD's requirements as more fully described above.

If additional time is requested by the lender to convey the property, the M&M contractor should approve an extension of time limited to no more than 60 days to allow for the completion of the repairs. Any additional extensions of time to convey the property will require additional supporting documentation from the lender and require approval by the GTR.

Title Rejections, Corrections and Extensions

Within **10 calendar days** of receipt of a title package from a lender, M&M contractors are required to either issue a title acceptance letter or communicate a title rejection to the lender with sufficient explanation of the cause of the rejection. M&M contractors should not disapprove title evidence because additional information or minor corrections are needed. Instead, M&M contractors should ask the lender to submit the additional information. When sufficient information is received to approve the title evidence, the title approval letter should reflect the original receipt date in the "Date Title Received" block.

If the lender does not provide the additional information within **10 calendar days** of the request, the title evidence should be rejected and the date that the resubmitted, completed, title evidence is received by the M&M contractor will be the official receipt date for the title approval letter.

If no determination or request for additional information is communicated to the lender within 10 days and title evidence is subsequently rejected, the lender may request that the GTR grant an extension of time to convey title. Because extensions of time to convey title have a direct cost to the government, M&M contractors must be diligent in adhering to the 10-day review requirement. GTRs are responsible for monitoring the M&M contractor's performance in this area.

If there is a title defect in the initial title package, the title company generally requires the original title policy before it will reissue a corrected title policy. If this is the case, M&M contractors are instructed to return the original title package to the lender within **10 calendar days** of the lender's request.

Mobile Home Titles

Problems occur when the mobile home has not been included in the title to the land and is not being taxed as real estate. If, the mobile home title issued by the jurisdictional Department of Motor Vehicles has not been surrendered or purged, the subsequent owners of the property might find that they have title to the land but not the improvements.

HUD will expect additional documentation to be submitted with the title evidence for all mobile homes. Specifically, there must be evidence that the mobile home is attached to the land, is classified and taxed as real estate and, in accordance with the jurisdictional requirements; the “mobile home” title has been surrendered or purged. M&M contractors shall reject title evidence that is insufficient to convey title to both the mobile home and the land.

Property Condition Issues

Property Condition At Conveyance

Properties conveyed to HUD may not be damaged due to the lender’s failure to preserve and protect, or by fire, flood, earthquake, tornado, hurricane, or for condominiums, by boiler explosion. Prior to conveyance, lenders must either repair damages resulting from these conditions or obtain prior written permission from HUD to convey the property in a damaged condition (24 CFR 203.378 and 24 CFR 203.379). The decision to accept properties in damaged condition will be made by the appropriate HUD GTR and will be communicated to the lender by the M&M contractor. Attached is a list that identifies the GTRs, REO Directors and M&M contractor representatives (see Attachment 1).

M&M contractors must respond to the lender’s request to convey a property in a damaged condition via email within **10 calendar days**. If the decision requires the lender to repair the property before conveyance, HUD will not reimburse the lender for the cost of the repairs. If permission is granted to convey the property in a damaged condition, the greater of any insurance recovery or HUD’s estimated cost to complete the repairs (as determined by the M&M contractor) will be deducted from the mortgage insurance claim.

If the property suffered damage that is not caused by fire, flood, earthquake, tornado, hurricane, and for condominiums, boiler explosion, lenders **must** follow the claim submission instructions in Handbook 4330.4. These instructions require lenders to provide an explanation in the “Mortgagee’s Comments” section of form HUD-27011, Part A, and attach documentation supporting the preservation and protection work performed on the property to the copy of the claim being forwarded to the M&M contractor. This will minimize conflicts regarding liability for property damages. If a lender conveys a damaged property without providing the required documentation, M&M contractors must promptly request this information from the lender and may not

recommend re-conveyance or seek reduction of claim benefits unless the lender is unable or unwilling to provide the required documentation within **10 calendar days** of the request.

The M&M contractor must make a timely assessment of the physical condition of each property conveyed to HUD. If a property is conveyed damaged without approval or acceptable explanation on form HUD-27011, Part A as described above, the M&M contractor must notify the lender of this finding in writing within **30 calendar days** of conveyance.

If the damage is sur-chargeable (as identified in 24 CFR 203.378), the M&M contractor will notify the lender of this finding, in writing, within **30 calendar days** of conveyance. Depending upon the extent of the damage, HUD has two options. The property may be re-conveyed or the insurance claim may be reduced by HUD's estimate of the cost of repairs. If the property is re-conveyed, the lender must comply with the requirements of 24 CFR 203.362 in the withdrawal of the claim and must also reimburse HUD for property expenditures in accordance with the requirements of 24 CFR 203.364.

If the lender disagrees with HUD's decision to re-convey, the lender will have **10 calendar days** from the date of HUD's email to appeal the re-conveyance decision (refer to Property Condition and Re-Conveyance Appeals).

Mortgagee Neglect

HUD defines mortgagee neglect as a failure to inspect, preserve, and protect the property, or initiate foreclosure within the required time frame (including any approved or automatic extensions). In those instances where the M&M contractor's initial inspection reveals damage to the property, the following conditions must be met before mortgagee neglect can be established:

- The mortgage was insured after January 1, 1977.
- After default and prior to conveyance, the lender was aware that the property was vacant or abandoned or could reasonably have been expected to know of such vacancy.
- Damage occurred due to the lender's failure to take reasonable measures to inspect, protect and preserve the property, as defined by the Department in handbooks, mortgagee letters, notices and specific conveyance instructions.

When a lender's failure to properly preserve and protect a property results in damage to the property (e.g. roof leak results in interior damage), HUD may either re-convey the property to the lender or seek reimbursement from the lender for the cost of repairs (24CFR 203.379(c)). If the cost of repair is equal to, or less than, \$2,500, the M&M contractor will correct the problem that is causing the damage and reduce the claim payment by the actual cost to repair the damage. HUD will reimburse the M&M

contractor on a pass-through basis for the actual cost to correct the problem. However, if the M&M contractor accepts the pass-through compensation, the contractor will not be entitled to receive 25% of any amounts collected from the lender through claim offset relative to this property.

If the repairs exceed \$2,500, the M&M contractor may recommend to the GTR that HUD re-convey the property. Re-conveyance decisions must be approved by the GTR and must generally be communicated by the M&M contractor to the lender within **30 calendar days** of the initial conveyance date. Communication will be via email with concurrent written confirmation by U.S. mail. Lenders may appeal the decision of the GTR (see Property Condition and Re-Conveyance Appeals).

HUD cannot request re-conveyance of a property for non-surchageable items. Also, the M&M contractor cannot request reimbursement from the lender for preservation and protection items that should have been completed prior to conveyance (such as lawn mowing) but were not completed **and** are not included on the lender's claim for insurance benefits.

If a lender's failure to complete required preservation and protection results in a significant expense, that is clearly outside the scope of the M&M contractor's responsibilities, the M&M contractor may ask the GTR to approve some, or all, of the expense as a pass-through. GTR decisions with respect to individual pass-through requests will be final.

Demolition Notices and Reimbursements

Lenders must forward copies of all notices pertaining to demolition orders and notices of demolition hearings to the M&M contractor immediately upon discovery and prior to conveyance and application for insurance benefits. Within **ten calendar days** of receiving the notice, the M&M contractor will consult with the GTR and advise the lender on appropriate and necessary action, which may include allowing the demolition to proceed or a request for postponement until after conveyance to allow the Department the option of salvaging repairable properties. Demolitions must be approved by the GTR. The Department will not entertain appeals of demolition decisions.

In most cases, properties that are conveyed demolished without prior permission from the GTR will be re-conveyed. Lenders may appeal HUD's re-conveyance decision (see Property Condition and Re-Conveyance Appeals).

Property Condition and Re-Conveyance Appeals

The Department has established a two-stage appeal process for lender disputes arising from property condition and re-conveyance requests, but excluding debt collection through administrative offset. Please note this is a new process designed to expedite the resolution of disputes.

STAGE 1 – Homeownership Center

If a lender does not receive a response to any of the matters discussed in this section (including property repair requests, re-conveyances and demolitions but not including matters that result in administrative offset of claims) within the timeframes noted, or if a lender believes that the decision of the GTR is not supported by regulation or circumstance, the lender may appeal to the REO Director at the HOC with appropriate jurisdiction.

A written appeal must be received by the REO Director within **10 calendar days** from the date of the GTR response or, if no response was received, the date the GTR response was due. Appeals received after this date will not be accepted.

The REO Director will review and respond to the appeal within **10 calendar days** from receipt. Communication will be via email or U.S. mail. If the appeal involves a cost to the lender of \$2,500 or less, the decision of the REO Director is final and further appeals will not be accepted.

STAGE 2 – Office of Single Family Asset Management

If a lender does not receive a response to their appeal within the timeframes noted, or if a lender believes that the decision of the HOC is not supported by regulation or circumstance, **AND** the appeal involves a cost to the lender in excess of \$2,500, the lender may appeal to the Director of the Office of Single Family Asset Management (SFAM) at the address below.

Department of Housing and Urban Development
National Servicing Center
Attn: CRC, P&P Reviews
500 West Main Street, Suite 400
Oklahoma City, OK 73102

The appeal must be received in writing by SFAM within **10 calendar days** from the date the HOC response was due. Appeals received after this date will not be accepted. The SFAM Director or his or her designee will review and respond to the appeal within **15 calendar days** from receipt. Communication will be via email with concurrent written confirmation by US mail. The decision of the SFAM Director is final and further appeals will not be accepted.

Preservation and Protection Requests

Approve/Disapprove Lender Requests to Exceed Maximum Allowable Preservation and Protection Limits

If the cost to perform required preservation and protection exceeds any individual cost limits or the total maximum allowable expense cap shown in the most recent Preservation and Protection/Post Endorsement Guidelines and Fee Schedules, (see Mortgagee Letter 2002-10, dated May 13, 2002 and any subsequent fee schedules), the lender must request permission to exceed the maximum allowable expense cap using the appropriate HUD form. The lender must include with the form all appropriate documentation to substantiate the over-allowable expense.

The M&M contractor has the responsibility to review and approve or disapprove over-allowable expense requests from lenders. The M&M contractor shall evaluate all requests to increase line items on a case-by-case basis, to determine if the increase is reasonable and justifiable. With the exception of requests involving debris removal where two independent bids are mandatory, there is no requirement for the lender to submit multiple bids for other expense types. However, if the M&M contractor believes that the expense is not justified, the contractor may either request that the lender obtain additional independent bids or deny the over-allowable expense request, in writing, and provide a full explanation to the lender including evidence of similar bids or past expenses for the same services that support the denial. The M&M contractor may provide referrals to contractors who have performed similar services at a reasonable price but may not require use of any particular contractor as a requirement for approval.

The M&M contractor must respond to the lender's request, in writing, within **10 calendar days** from the date of receipt. Lenders who have not received a response to an over-allowable expense request within **10 calendar days** are instructed to contact the GTR directly.

If the lender appeals the M&M contractor's decision to deny the request, the M&M contractor must forward the appeal request to its GTR within **24 hours** of receipt. The GTR must respond to the lender's appeal request within **5 calendar days** of receipt from the M&M contractor. Lenders who have not received a response to their appeal within **5 calendar days** are instructed to contact the REO Director. There is no appeal of over-allowable expense requests beyond the REO Director.

Administrative Offsets

The debt collection and administrative offset process provides a means for the Department to collect money owed by lenders. For example, there may be situations in which the M&M contractor identifies an item for which the lender claimed reimbursement (e.g., winterization), however, the initial conveyance inspection indicates

that the work claimed was not completed. Or, the debt may be related to property damage resulting from fire or mortgagee neglect.

As a reminder, lenders must forward to the M&M contractor hard copies of the HUD-27011, Parts B, C, D and if applicable, Part E, on the same date as the form HUD-27011, Part B, is sent to HUD Headquarters in Washington, DC, for payment. On HUD's behalf, the M&M contractors are required to review these claims to ensure that preservation and protection work for which reimbursement is claimed was actually performed.

To establish the debt, the M&M contractor must advise the lender of the finding and request reimbursement. HUD has instructed its M&M contractors to send a Demand Letter to the lender via email no later than **30 calendar days** after conveyance if the debt represents property damage, or no later than **30 calendar days** after Part B of the insurance claim is received by the M&M contractor if the debt represents expenses for preservation and protection services claimed but not performed. Concurrently, a copy of the Demand Letter will be sent to the lender through the U.S. mail. The letter must include the following:

- The amount of the debt.
- The reason for the debt.
- The required form of payment.
- Where the payment should be sent.
- The date the payment is due (30 days from date of letter).
- The process for disputing the charge.

The lender may either remit the overpayment within **30 calendar days** or provide the M&M contractor with a rebuttal supported by documentation that the work was indeed satisfactorily completed or that the work was not the responsibility of the lender. If the lender fails to respond to the M&M contractor's Demand Letter within **30 calendar days**, or if the lender's response to the M&M contractor is unpersuasive, the M&M contractor will refer the matter to the appropriate GTR.

The GTR, upon review of the facts of the case, may either dismiss the matter and instruct the M&M contractor not to seek reimbursement, or pursuant to 24 CFR 17.102, issue a Notice of Intent to Collect by Administrative Offset to the lender via email with a copy sent concurrently through the U.S. mail. The notice must include the following:

- The nature and amount of the debt and the factual basis for the determination.
- A statement that the Secretary intends to collect the debt and all charges and interest by administrative offset.
- Notice that the lender has the right to request a Departmental review of the determination of indebtedness and that such requests must be received within **20 calendar days** of the date of the Notice of Intent.
- The address where the lender's request for review should be sent.

- Notice that the lender has a right to inspect and copy Departmental records related to the debt if requested in writing, and that the lender will be informed as to when the inspection and copying can be done, after such notice is received.
- Notice that the lender may enter into a written agreement with the Secretary to repay the debt.

If no funds are received within **30 calendar days** from the date of the Notice of Intent to Collect by Administrative Offset, and the lender has not submitted a request for a Departmental review of the determination of indebtedness, the GTR will instruct the M&M contractor to contact the Single Family Claims Branch in Headquarters to initiate the offset action.

Requests for Departmental Review of the Determination of Indebtedness

If a lender disagrees with the Determination of Indebtedness issued by the GTR, the Lender may request a review by the SFAM Director.

1. The lender must submit a written request for a review of determination of indebtedness within **20 calendar days** from the date of the Notice of Intent to Collect by Administrative Offset. HUD will not accept requests received after this date.
2. The appeal must include a copy of the original Demand Letter, the lender's initial response, if any, the Notice of Intent to Collect by Administrative Offset, and all documentation necessary to support the lender's request for review of the determination.
3. The request must be mailed to the address indicated in the Notice of Intent to Collect by Administrative Offset, which in most cases will be to the REO Director at the HOC with appropriate jurisdiction.
4. Upon receipt of the request, the REO Director will:
 - Provide, pursuant to 24 CFR 17.104, notice to the lender that the review will be conducted either on the documentary record or by hearing. If the review will be conducted on the record, the notice will include the procedures to be followed. If a hearing will be held, the notice will include the date, location, and procedures for the hearing. This notice will be delivered via email and U.S. mail.
 - Forward, within **10 calendar days** of receipt from the lender, the complete review package to the SFAM Director in care of the NSC.
 - Notify the M&M contractor that the case is being appealed to avoid any premature issuance of an administrative offset.

The SFAM Director or designee, will review, analyze, and evaluate all supporting documentation in reaching a final decision and may request additional background information from the M&M contractor, the HOC, and/or the lender to complete this review.

The SFAM Director or designee will, usually within **30 calendar days** from the date of receipt of the request for review, receipt of additional background information or completion of the hearing, issue a written decision which shall include supporting rationale. This will constitute the Final Agency Decision and will be sent to the lender via email with a copy concurrently placed in the U.S. mail. The HOC and the M&M contractor will also receive copies of the decision. Upon issuance of the Final Agency Decision, no other appeals will be accepted.

These clarifications are effective thirty days from the date of this Housing Notice.

If you have any questions regarding these clarifications, please contact Wanda Sampedro of the Asset Management and Disposition Division at (202) 708-1672.

John C. Weicher
Assistant Secretary for Housing-
Federal Housing Commissioner, H

Attachments

CONTACTS FOR LENDER APPEAL

<u>Philadelphia</u> <u>HOC</u>	<u>Contract</u> <u>Area</u>	<u>M&M</u> <u>Contractor</u>	<u>Contact Person/</u> <u>Phone Number</u>	<u>HOC-GTR Contact</u> <u>Person/Phone Number</u>
Connecticut	P1	Citiwest Properties	Adele Bell Gary Carter (860) 244-2783	Patricia Peiffer (215) 656-0509 x3464
Maine	P1	same as above	same as above	same as above
Massachusetts	P1	same as above	same as above	same as above
New Hampshire	P1	same as above	same as above	same as above
Rhode Island	P1	same as above	same as above	same as above
Vermont	P1	same as above	same as above	same as above
Michigan	P2	Michaelson, Connor and Boul	Shawna Corsi Jackie Sanchez (714) 230-3600	Anna Papili (215) 656-0509 x3404
Ohio	P2	same as above	same as above	same as above
West Virginia	P2	same as above	same as above	Same as above
Delaware	P3	First Preston Foreclosure Specialists	Richard Watts (484) 530-0700	Patricia Peiffer (215) 656-0509 x3464
District of Columbia	P3	same as above	same as above	same as above
New Jersey	P3	same as above	same as above	same as above
New York	P3	same as above	same as above	same as above
Virginia	P3	same as above	same as above	same as above
Maryland	P4	Michaelson, Connor and Boul	Shawna Corsi Jackie Sanchez (714) 230-3600	Anna Papili (215)656-0509x3404
Pennsylvania	P5	Golden Feather Realty Services	Mike Meyers (916) 922-2264	Patricia Peiffer (215) 656-0509 x3464

CONTACTS FOR LENDER APPEAL

<u>Atlanta HOC</u>	<u>Contract Area</u>	<u>M&M Contractor</u>	<u>Contact Person/ Phone Number</u>	<u>HOC-GTR Contact Person/Phone Number</u>
Illinois	A1	Golden Feather Realty Services	Shawn Elston (602) 548-0084 Lionel Hotard (949) 477-6300	Boris Whiteside (404) 331-1263 x2677
Indiana	A1	same as above	same as above	same as above
Kentucky	A1	same as above	Jennifer Cokash (602) 548-0084	same as above
Tennessee	A1	same as above	same as above	same as above
Alabama	A2	Best Assets / Citiwest	Susan Hoffman (404) 768-1400	Boris Whiteside (404) 331-1263 x2677
Georgia	A2	Best Assets / Citiwest	same as above	same as above
Mississippi	A2	same as above	same as above	same as above
Caribbean	A3	Southeast Alliance	Roger Martin (972) 419-6921	Debbie McMahan (404) 331-1263 x2073
Florida	A3	same as above	same as above	same as above
North Carolina	A4	Michaelson, Connor and Boul	Shawna Corsi Jackie Sanchez (714) 230-3600	Debbie McMahan 404) 331-1263 x2073
South Carolina	A4	same as above	same as above	same as above

CONTACTS FOR LENDER APPEAL

<u>Denver HOC</u>	<u>Contract Area</u>	<u>M&M Contractor</u>	<u>Contact Person/ Phone Number</u>	<u>HOC-GTR Contact Person/Phone Number</u>
Colorado	D1	First Preston Foreclosure Specialists	Kelly Oswald (972) 788-0026	Dora DeVan (303) 672-5298 x1537
New Mexico	D1	same as above	same as above	same as above
South Dakota	D1	same as above	same as above	same as above
Texas	D1	same as above	same as above	same as above
Utah	D1	same as above	same as above	same as above
Wyoming	D1	same as above	same as above	same as above
Iowa	D2	same as above	same as above	Joyce Jacoby (303) 672-5298 x1507
Minnesota	D2	same as above	same as above	same as above
Montana	D2	same as above	same as above	same as above
Nebraska	D2	same as above	same as above	same as above
North Dakota	D2	same as above	same as above	same as above
Wisconsin	D2	same as above	same as above	same as above
Arkansas	D3	same as above	Carol Stover Patty Doll (303) 830-0777	same as above
Kansas	D3	same as above	same as above	same as above
Louisiana	D3	same as above	same as above	same as above
Missouri	D3	same as above	same as above	same as above
Oklahoma	D3	same as above	same as above	same as above

CONTACTS FOR LENDER APPEAL

<u>Santa Ana HOC</u>	<u>Contract Area</u>	<u>M&M Contractor</u>	<u>Contact Person/ Phone Number</u>	<u>HOC-GTR Contact Person/Phone Number</u>
Southern California	C1	Golden Feather Realty Services	Shawn Elston (602) 548-0084 Jennifer Cocash (602) 548-0084	Virginia Howell (888) 827-5605 x3552
Northern California/ Northern Nevada	C2	Golden Feather Realty Services	same as above	Charlene Dombrosky (888) 827-5605 x3553
Idaho	C3	Golden Feather Realty Services	same as above	same as above
Oregon	C3	same as above	same as above	same as above
Washington	C3	same as above	same as above	same as above
Arizona/ Southern Nevada	C4	First Preston Foreclosure Specialists	Mary DeWann (602) 995-3900 x14 Christy Seitz (714) 241-1096	same as above
Hawaii/Guam	C5	Pemco	Kimiko Yamamoto (808) 949-0414 x108	Virginia Howell (888) 827-5605 x3552
Alaska	C6	Michaelson, Connor and Boul	John Van Meter (714) 230-3600	Charlene Dombrosky (888) 827-5605 x3553

CONTACTS FOR LENDER APPEAL

<u>HOC</u>	<u>REO Director</u>	<u>Phone number</u>
Philadelphia	Cheryl Walker	215-656-0509 x3418
Atlanta	Janice Cooper	404-331-5001 x2145
Denver	Nancy Sullivan	303-672-5298 x1526
Santa Ana	Tom Rose	888-827-5605 x3554