Non-Collateral Subordinate Docs

(Indexed Returned Doc as Incorrectly Executed Modification Document)

Date: 10-14-2021 Document Version: Version 09_02_2021_22_33_49
NOTARY SEAL/STAMP NOT LEGIBLE.;

Is the Subordinate Document the correct and most recent version? YES

Is the Subordinate Document unmarked? YES

Is the Subordinate Document signed by all borrowers? YES

Did each borrower date their signature lines? YES

Is the notary section correctly completed? NO

Do the borrowers’ signature dates match the notary date? YES

Are all witness lines executed? N/A

Are all witness signatures truly witnesses? N/A

Are the signatures original/“wet” signatures? YES

Is the Lender signature line/notary section clean and unmarked? YES
OCTOBER 14, 2021

Sent: First Class Mail - Overnight

JONAS NYEMB AND MAIMUNA NYEMB
1299 EAST MAGNUM RD
SAN TAN VALLEY, ARIZONA 85140-3186

Re: Partial claim agreement deficiency letter
Account number: 9902763952
Property address: 1299 E MAGNUM ROAD
       SAN TAN VALLEY, ARIZONA 85140-0000

Dear JONAS NYEMB AND MAIMUNA NYEMB:

Thank you for sending us documents for the permanent loan modification. However, there was a problem with the documents.

Please send the item(s) listed below by OCTOBER 28, 2021 so we can complete the requested assistance option. Failure to submit properly executed documents will result in ineligibility for this modification and the original loan terms will remain in effect. This may include removal of foreclosure protections, referral to foreclosure (if not previously referred), continuation of the foreclosure proceedings, or foreclosure sale.

We reserve the right to revoke this offer following your acceptance if we learn of information that would make the account ineligible for the program. In this event, we may exercise any of the rights and remedies provided by the loan documents and applicable law.

The mortgage will not be modified if you sold or transferred any interest in the property in violation of the mortgage loan documents.

- The Partial Claim Agreement enclosed must be notarized, as detailed in the instructions we’ve enclosed for your review.

Please have all borrowers listed on the document signature page(s) sign and date both of the fully executed Partial Claim Agreement and return to us in the enclosed, pre-paid envelope within 14 days from the date on which it is received.

If you are a servicemember or a servicemember's dependent, you may be entitled to protections under the Servicemembers Civil Relief Act (SCRA) regarding your interest rate and risk of foreclosure. For additional information or available assistance, please contact Military OneSource at 800.342.9647.

For notices of error or requests for information, you must send the notice of request with the name(s) on the account, information that enables us to identify your mortgage loan account, and the specific information requested or the specific error which is believed to have occurred to the following mailing address:
U.S. Bank
Attention: Escalation Center
PO Box 21977
Eagan, MN 55121

We appreciate your business and are here to help. For default-related assistance, please contact your relationship manager, Tanyanika Quilling, at tanyanika.quilling@usbank.com or 855.MYUSMAP (855.698.7627) ext. 4183067 from 7 a.m. to 7 p.m. CT, Monday through Friday. You may also contact a mortgage assistance point (MAP) representative at MAP@usbank.com

Sincerely,

Customer Assistance Team
855.698.7627
DM114

Enclosure(s):
- Cover letter
- Signing Instructions
- Partial Claim Agreement
October 14, 2021

JONAS NYEMB AND MAIMUNA NYEMB
1299 EAST MAGNUM RD
SAN TAN VALLEY, ARIZONA 85140-3186

Re: Partial claim option
Account number: 9902763952
Property address: 1299 E MAGNUM ROAD
                SAN TAN VALLEY, ARIZONA 85140-0000

Dear JONAS NYEMB AND MAIMUNA NYEMB:

Enclosed are two sets of partial claim documents, which reflect the proposed terms of the partial claim option, for your review. Please carefully review the instructions below to ensure successful execution of the partial claim documents.

Under the partial claim option, the original note and mortgage security instrument will remain unchanged. Once executed:

- The enclosed subordinate note and mortgage, payable to HUD, will become effective.
- The promissory or “partial claim” note will carry no interest and will become due and payable when either the first mortgage is paid in full or when you no longer own the property.
- Monthly payments as outlined below must be resumed.

A subordinate mortgage account will be established on your behalf so that the subordinate mortgage funds can be used to bring the account current. Thereafter, regular monthly payments on the first mortgage must be paid. All payments on the first mortgage should continue to be paid to U.S. Bank.

The subordinate mortgage will be serviced by Novad Management Consulting. Any payments made on the subordinate mortgage account must be paid to Novad Management Consulting. You may contact Novad Management Consulting at 877.622.8525 with questions regarding payments.

Partial claim terms summary:
- Subordinate mortgage principal amount: $17,169.42

First mortgage:
- Maturity date: 08-01-2045
- Next regular monthly mortgage payment due date: 11-01-2021
- Regular mortgage monthly payment amount: $1,235.84

Cash amount required upon return of executed partial claim documents:
- Payment amount*: $1,235.84
- Next regular monthly mortgage payment due date: 11-01-2021
How to accept this offer:
To accept this offer, you must return both sets of the fully executed partial claim documents to us in the enclosed, envelope with the pre-paid shipping label within 14 calendar days from the date on which this letter is received. The cash amount required, stated above, must be returned with the executed partial claim documents to ensure finalization of this home saving option. Please note, as indicated in previous correspondence, if the property is not owner occupied the partial claim may be cancelled but there may be other options available to you, please contact us to discuss. Failure to comply with the instructions provided in this letter could result in cancellation of the partial claim.

Want an easier and more convenient way to make your monthly payments? Just visit usbank.com or our mobile app to establish an automatic monthly for your monthly payment, once the adjustments for the Stand Alone Partial Claim have been completed.

For notices of error or requests for information, you must send the notice of request with the name(s) on the account, information that enables us to identify your mortgage loan account, and the specific information requested or the specific error which is believed to have occurred to the following mailing address:

U.S. Bank
Attention: Escalation Center
PO Box 21977
Eagan, MN 55121

If you are a servicemember or a servicemember's dependent, you may be entitled to protections under the Servicemembers Civil Relief Act (SCRA) regarding your interest rate and risk of foreclosure. For additional information or available assistance, please contact Military OneSource at 800.342.9647.

We appreciate your business and are here to help. For default-related assistance, please contact your relationship manager, Tanyanika Quilling, at 855.MYUSMAP (855.698.7627) ext. 4183067 from 7 a.m. to 7 p.m. CT, Monday through Friday. You may also contact a mortgage assistance point (MAP) representative at MAP@usbank.com.

Sincerely,
Customer Assistance Team
*The cash amount listed above includes the regular monthly mortgage payment amount and any additional amounts due on the account for escrow required at the time of final execution of the partial claim.
PLEASE REVIEW THE FOLLOWING IMPORTANT INSTRUCTIONS THOROUGHLY:
(Any variation of these instructions will cause a delay in the completion of the partial claim process.)

Mortgagor requirements:
• All signatures must be in black ink only.
• Documents cannot have white out to correct errors.
  o If an error is made, please contact your relationship manager to discuss next steps.
• All signatures must be signed exactly as they are printed on the documents. For example, John D. Doe must be signed as John D. Doe and will not be accepted as John Doe.
• These documents must be signed in the presence of a notary public. All signature dates, including the notary’s signature date, must match.
• Do not sign or mark up any sections that are to be completed by U.S. Bank.
• If your modification documents require a signature by a witness, the witness must not be a party to this transaction. Please refer to your modification agreement if a witness is required and if more than one witness needs to sign.
• If any of the vested owners are deceased, we must have a copy of the death certificate, obituary or newspaper article reporting the death returned with the documents.
• If not already provided and you are signing as a power of attorney (POA), you must return the executed loan modification agreement with either a recorded copy of your POA or an original, notarized POA.
• Any coborrower or signor on the original security instrument but not on the promissory note must provide a copy of the recorded quit claim deed evidencing that the vacating party has relinquished all rights to the property. This pertains to anyone related or unrelated by marriage, civil union or similar domestic partnership that has vacated the property, in absence of that party’s signature.
• For mortgages secured by a property owned by an eligible inter vivos trust, the documents must be prepared and signed as such in both the trust’s name and the individual’s name.

Notary requirements:
• Signature must be in black ink only.
• Signature must be signed exactly as it appears on the notary stamp.
• Signature must be signed the same day as borrower execution.
• Please ensure all portions of the notary section are completed for borrower signature only.
• If the provided proof of identification is either a social security card or driver’s license, please do not list the social security or driver’s license numbers within the documents.
• Notary stamp must be legible. The stamp must not appear too thick, too light, smeared, or illegible in order for the county to record the modification agreement. If you, the notary, do not have a seal or stamp, then the serial number must be provided within the content of your acknowledgement or a copy of the certification of the notary must be provided.
• All notary stamps must appear on the borrower’s acknowledgement page and cannot be placed above the borrower acknowledgment section. The notary stamp cannot be placed on any verbiage or signatures.
  o Louisiana notaries: If you are commissioned for life, you must provide the commissioned for life stamp. If you are not commissioned for life, you must provide the notary expiration date.
  o California notaries: please add the phrase “notary public” after your signature on the acknowledgement as it is required by your state.
PARTIAL CLAIM DEED OF TRUST

FHA Case Number 023-6231136

Property Address: 1299 E MAGNUM ROAD, SAN TAN VALLEY, ARIZONA 85140-0000

THIS SUBORDINATE DEED OF TRUST ("Security Instrument") is given on the date of execution. The Trustor is JONAS NYEMB AND MAIMUNA NYEMB, HUSBAND AND WIFE, whose address is 1299 E MAGNUM ROAD, SAN TAN VALLEY, ARIZONA 85140-0000 ("Borrower"). This Security Instrument is given to the Secretary of Housing and Urban Development, and whose address is 451 7th Street S.W., Washington, DC 20410 ("Lender"). Lender is the Beneficiary under this Security Instrument. Borrower owes Lender the principal sum of SEVENTEEN THOUSAND ONE HUNDRED SIXTY-NINE AND 42/100THS Dollars (U.S. $17,169.42). The Trustee under this Security Instrument is MARK BOSCO, whose address is 2525 EAST CAMELBACK ROAD PHOENIX, AZ 85016 ("Trustee").

Notwithstanding the foregoing or any other provisions contained herein, if personal liability with respect to any amounts payable under the primary Note has been discharged in bankruptcy, Borrower and Lender understand and agree that nothing contained herein with respect to any amounts payable under this Note, shall be construed to impose personal liability to repay any such obligation in violation of such discharge. Borrower and Lender further understand and agree that to the extent that such personal liability with respect to any amounts payable under the primary Note has been discharged in bankruptcy, Borrower is entering into this Note voluntarily for the benefits to be obtained thereby and not as an affirmation of the debt evidenced by the primary Note, and that this Note, or any actions taken by the Lender in relation
to this Note, does not constitute a demand for payment or any attempt to collect any such previously discharged obligation.

This debt is evidenced by Borrower’s note dated the same date as this Security Instrument (“Note”), which provides for the full debt, if not paid earlier, due and payable on AUGUST 01, 2045.

This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, advanced under Paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower’s covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower irrevocably grants and conveys to the Trustee, in trust, with the power of sale the following described property located in PINAL County, ARIZONA:

LEGAL DESCRIPTION:
THE LAND REFERRED TO IS SITUATED IN THE COUNTY OF PINAL, CITY OF SAN TAN VALLEY AND STATE OF ARIZONA, DESCRIBED AS FOLLOWS:LOT 56, WAYNE RANCH, ACCORDING TO CABINET E, SLIDE 38 , RECORDS OF PINAL COUNTY, ARIZONA. PARCEL ID: 109-26-05607 Tax Parcel No.:
109-26-05607

which has the address of 1299 E MAGNUM ROAD, SAN TAN VALLEY, ARIZONA 85140-0000 (“Property Address”).

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 COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to 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.

Borrower and Lender covenant and agree as follows:
UNIFORM COVENANTS.

1. **Payment of Principal.** Borrower shall pay when due the principal of the debt evidenced by the Note.

2. **Borrower Not Released; Forbearance By Lender Not a Waiver.** Extension of the time of payment of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower’s successor in interest. Lender shall not be required to commence proceedings against any successor in interest or 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 Borrower’s successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

3. **Successors and Assigns Bound; Joint and Several Liability; Co-signers.** The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower. Borrower’s covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower’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 may agree to extend, modify, forbear or make any accommodations with regard to the term of this Security Instrument or the Note without that Borrower’s consent.

4. **Notices.** Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to: U.S. Department of Housing and Urban Development, Attention: Single Family Notes Branch, 451 7th Street S.W., Washington, DC 20410 or any address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

5. **Governing Law; Severability.** This Security Instrument shall be governed by Federal law and the law of the jurisdiction in which the Property is located. 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. To this end the provisions of this Security Instrument and the Note are declared to be severable.

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

**NON-UNIFORM COVENANTS.**

Borrower and Lender further covenant and agree as follows:

7. **Acceleration; Remedies.**

   Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument, as required by applicable law. Following any notice required by applicable law, Lender at its option may, as permitted by applicable law, require immediate payment in full of all sums secured by this Security Instrument without further demand and may invoke the power of sale and any other remedies permitted by applicable law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Paragraph 7, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

   If Lender invokes the power of sale, Lender shall give written notice to Trustee of the occurrence of an event of default and of Lender's election to cause the Property to be sold. Trustee shall record a notice of sale in each county in which any part of the Property is located and shall mail copies of the notice as prescribed by applicable law to Borrower and to the other persons prescribed by applicable law. After the time required by applicable law and after publication and posting of the notice of sale, Trustee, without demand on Borrower, shall sell the Property at public auction to the highest bidder for cash at the time and place designated in the notice of sale. Trustee may postpone sale of the Property by public announcement at the time and place of any previously scheduled sale. Lender or its designee may purchase the Property at any sale.

   Trustee shall deliver to the purchaser Trustee's deed conveying the Property without any covenant or warranty, expressed or implied. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all expenses of the sale, including, but not limited to, reasonable Trustee's and attorneys' fees; (b) to all sums secured by this Security Instrument; and (c) any excess to the person or persons legally entitled to it.
If the Lender's interest in this Security Instrument is held by the Secretary and the Secretary requires immediate payment in full under Paragraph 4 of the Note, the Secretary may invoke the nonjudicial power of sale provided in the Single Family Mortgage Foreclosure Act of 1994 ("Act") (12 U.S.C. § 3751 et seq.) by requesting a foreclosure commissioner designated under the Act to commence foreclosure and to sell the Property as provided in the Act. Nothing in the preceding sentence shall deprive the Secretary of any rights otherwise available to a Lender under this paragraph or applicable law.

8. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument. Lender may charge Borrower for the actual costs and fees of recordation, where recordation is the Borrower's responsibility under applicable law. Lender may charge such person or persons a fee for releasing this Security Instrument, but only if the fee is paid to a third party (such as the Trustee) for services rendered and the charging of the fee is permitted under applicable law.

9. Substitute Trustee. Lender, at its option, may from time to time remove Trustee and appoint a successor trustee to any Trustee appointed hereunder. Without conveyance of the Property, the successor trustee shall succeed to all the title, power and duties conferred upon Trustee herein and by applicable law.

BY SIGNING BELOW, Borrower accepts and agrees to the terms contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

__________________________________________________________________________ Date: _____/_____/_____
Borrower - JONAS NYEMB

__________________________________________________________________________ Date: _____/_____/_____
Borrower - MAIMUNA NYEMB
State of ARIZONA
County of __________________________

Enter County Here

The foregoing instrument was acknowledged before me this __________ day of ________________________, ______________ by JONAS NYEMB and MAIMUNA NYEMB.

_______________________________________________
(Signature of person taking acknowledgment)

[SEAL]

Title or rank: Notary Public

My Commission expires: ____________________

[ ] This remote online notarization involved the use of communication technology.
SUBORDINATE NOTE

FHA Case Number 023-6231136

OCTOBER 14, 2021

1299 E MAGNUM ROAD
SAN TAN VALLEY, ARIZONA 85140-0000

1. PARTIES

“Borrower” means each person signing at the end of this Note and the person’s successors and assigns. “Secretary” or “Lender” means the Secretary of the U.S. Department of Housing and Urban Development and its successors and assigns.

2. BORROWER’S PROMISE TO PAY

In return for a loan received from the Lender, the Borrower promises to pay the principal sum of SEVENTEEN THOUSAND ONE HUNDRED SIXTY-NINE AND 42/100THS (U.S. $17,169.42), to the order of the Lender.

Notwithstanding the foregoing or any other provisions contained herein, if personal liability with respect to any amounts payable under the primary Note has been discharged in bankruptcy, Borrower and Lender understand and agree that nothing contained herein with respect to any amounts payable under this Note, shall be construed to impose personal liability to repay any such obligation in violation of such discharge. Borrower and Lender further understand and agree that to the extent that such personal liability with respect to any amounts payable under the primary Note has been discharged in bankruptcy, Borrower is entering into this Note voluntarily for the benefits to be obtained thereby and not as an affirmation of the debt evidenced by the primary Note, and that this Note, or any actions taken by the Lender in relation to this Note, does not constitute a demand for payment or any attempt to collect any such previously discharged obligation.

3. PROMISE TO PAY SECURED

The Borrower’s promise to pay is secured by a mortgage, deed of trust or similar security instrument that is dated the same date as this Note and called the “Security Instrument.” The Security Instrument protects the Lender from losses which might result if the Borrower defaults under this Note.

4. MANNER OF PAYMENT

(A) Time

On AUGUST 01, 2045, or, if earlier, when the first of the following events occurs:

(i) The Borrower has paid in full all amounts due under the primary Note and related mortgage, deed of trust or similar Security Instruments insured by the Secretary, or
(ii) The maturity date of primary Note has been accelerated, or

(iii) The primary Note and related mortgage, deed of trust or similar Security Instrument are no longer insured by the Secretary.

(B) Place

Payment shall be made at the Office of Housing FHA-Comptroller, Director of Mortgage Insurance Accounting and Servicing, 451 7th Street S.W., Washington, DC 20410 or any such other place as the Lender may designate in writing by notice to the Borrower.

5. BORROWER’S RIGHT TO PREPAY

The Borrower has the right to pay the debt evidenced by this Note, in whole or in part, without charge or penalty. If the Borrower makes a partial prepayment, there will be no changes in the due date or in the amount of the monthly payment unless the Lender agrees in writing to those changes.

6. WAIVERS

The Borrowers 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 Lender to demand payment of amounts due. “Notice of Dishonor” means the right to require the Lender to give notice to other persons that amounts due have not been paid.

7. 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. Lender may enforce its rights under this Note against each person individually or against all signatories together. Any one person signing this Note may be required to pay all the amounts owed under this Note.

8. SEVERABILITY

If one section of this instrument is found to be void or unenforceable such determination shall not affect the validity or enforceability of other provisions, all of which shall remain in full force and effect.

BY SIGNING BELOW, the Borrower accepts and agrees to the terms and covenants contained in this Note.

_________________________________________________________ Date: _____/_____/_____
Borrower -  JONAS NYEMB

_________________________________________________________ Date: _____/_____/_____
Borrower -  MAIMUNA NYEMB
DOCUMENT CORRECTION AGREEMENT
(“Agreement”)

Loan Number: 9902763952 (the “Loan”)

AGREEMENT TO CORRECT MISSTATED DOCUMENTS AND TO PROVIDE ADDITIONAL DOCUMENTATION: In consideration of U.S. BANK NATIONAL ASSOCIATION completing the Federal Housing Administration (FHA) Partial Claim on the Loan (the “Partial Claim”) as requested by the undersigned (“Borrower”), and regardless of the reason for any loss, misplacement, or inaccuracy in the Subordinate Note, Subordinate Mortgage, or any other documents prepared in connection with the Partial Claim, Borrower agrees as follows: If any document is lost, misplaced, misstated or inaccurately reflects the true and correct terms and conditions of the Partial Claim, upon request of U.S. BANK NATIONAL ASSOCIATION, the Borrower will comply with U.S. BANK NATIONAL ASSOCIATION request to execute, acknowledge, and deliver to U.S. BANK NATIONAL ASSOCIATION any documentation (“Replacement Documents”) U.S. BANK NATIONAL ASSOCIATION deems necessary to replace or correct the lost, misplaced, misstated or inaccurate document(s). The Borrower agrees to deliver the Replacement Documents within ten (10) days after receipt by the Borrower of a written request for such replacement.

REQUEST BY U.S. BANK NATIONAL ASSOCIATION: Any request under this Agreement made by U.S. BANK NATIONAL ASSOCIATION, (including assignees and persons acting on behalf of U.S. BANK NATIONAL ASSOCIATION), shall be prima facie evidence of the necessity for the same. A written statement addressed to the Borrower, first class postage prepaid, at the mailing address indicated in our records shall be considered conclusive evidence of receipt by the Borrower of the request for Replacement Documents.

BORROWER LIABILITY: If the Borrower fails or refuses to execute, acknowledge, and deliver the Replacement Documents to U.S. BANK NATIONAL ASSOCIATION more than ten (10) days after being requested to do so by U.S. BANK NATIONAL ASSOCIATION, the Borrower shall be liable for any and all loss or damage which U.S. BANK NATIONAL ASSOCIATION reasonably sustains thereby, including, but not limited to, all reasonable attorneys’ fees and costs incurred by U.S. BANK NATIONAL ASSOCIATION. In addition, U.S. BANK NATIONAL ASSOCIATION may elect to declare the Partial Claim null and void in which case the Loan shall return to the status as existed prior to the Partial Claim. Any funds received by U.S. BANK NATIONAL ASSOCIATION in conjunction with the Partial Claim shall be retained by U.S. BANK NATIONAL ASSOCIATION and applied to the Loan as determined by U.S. BANK NATIONAL ASSOCIATION in its discretion.

__________________________________________ Date: _____/_____/_____
JONAS NYEMB

__________________________________________ Date: _____/_____/_____
MAIMUNA NYEMB