

STIPULATION AGREEMENT BETWEEN
2nd Chance Funding LLC, Ellen M. Cunningham and Mary Matthews aka Mary A.
Matthews

IT IS HEREBY STIPULATED AND AGREED by and between the lender, 2nd Chance Funding LLC ("Lender"), Ellen M. Cunningham, ("Borrower"), and Mary Matthews aka Mary A. Matthews (life estate interest in the subject property) as follows:

1. Borrower acknowledges that she has defaulted in the payments due to Lender on a certain Note and Mortgage dated July 29, 2002 (the "Loan") and that Borrower and Mary Matthews aka Mary A. Matthews are aware a foreclosure action has been instituted on behalf of Lender against the property located at 21951 Crystal Avenue, Euclid, Ohio 44123 (the "Property").
2. WHEREAS, Borrower has indicated a desire to cure the default and reinstate her Loan account to good standing. Therefore, in consideration of mutual benefits to be derived thereby, the parties agree as follows:
3. The balance due on the Loan will be reduced to \$29,000.00 at 9.65% interest over ten (10) years.
4. The Principal and Interest monthly payments will be \$377.24 per month with the first payment due November 20, 2014, and future payments due on the 20th day of every month thereafter.
5. Monthly payments are to be made to FCI Lender Services, Inc., PO Box 27370, Anaheim CA, 92809-0112, Loan No. 7434373585.
6. The arrearage in the amount of \$14,000.00 will remain on the note. However, as long as all the monthly payments are made in a timely fashion (within 15 days of the due date) up until the loan is paid in full, or an early payoff, Lender will waive the \$14,000.00 of arrearage.
7. Lender agrees to pay the delinquent property taxes in the amount of \$926.31 after this agreement is signed on the agreed upon date of November 14, 2014. However, this advance will be placed in arrearage on the note but will NOT collect any interest. This ARREARAGE advance WILL NOT BE WAIVED and will be due at the end of the note term.

8. Lender will allow an early discounted payoff option of \$22,000.00 if performed by December 19, 2014. The \$22,000.00 would be in addition to the tax advance arrears of \$926.31 per paragraph numbered seven (7). Any payments made up until December 19, 2014 would go toward the unpaid principal balance of \$29,000.00. If the payoff option is not exercised by December 20, 2014, borrower will continue the \$377.24 monthly payments per the ten (10) year loan payment schedule of paragraph numbered four (4).
9. Borrower MUST provide proof of homeowner's insurance on the property to the Lender by December 20, 2014.
10. Borrower will enter into an Agreed Judgment Entry in the foreclosure action mentioned in paragraph numbered two (2) but Plaintiff (Lender) in said action will not execute on the Judgment as long as the monthly loan modification payments are timely made (i.e., within 15 days of the due date).
11. Borrower agrees to pay fees to Keith D. Weiner & Assoc., CO, L.P.A. of \$200.00 and Lender will be billed \$200.00.
12. That upon receipt of the full payment of the \$29,000.00 or in the alternative the early payoff by December 19, 2014 of \$22,000.00, Lender shall vacate the Agreed Judgment Entry and dismiss its foreclosure action.
13. That it is expressly understood and agreed that time shall be of the essence as to each payment required to be made by Borrower pursuant to this Agreement.
14. The parties agree that they are entering this Agreement without duress or compulsion of any nature and that the Agreement is fair under the circumstances.
15. This Agreement incorporates all other terms contained in the original Loan that was executed between the parties. This Agreement shall not act in any way to modify the other terms and conditions contained in the original Loan, which shall remain in full force and effect and are incorporated herein for reference.
16. This stipulation is subject to final audit. In the event an error has occurred in determining the amounts needed to cure the delinquency Borrower agrees that Lender is entitled to receive all amounts due under the terms set out in the language of the Loan.

17. Borrowers and Lender agree that this Stipulation Agreement is CONFIDENTIAL and the information contained herein may not be disclosed to third parties in any manner without the expressed written consent of both parties.

Ellen M Cunningham by Dawn Brewer, a Horney in fact
Ellen M. Cunningham

11/14/11
Date

Mary A Matthews by Dawn Brewer, attorney in fact
Mary Matthews aka Mary A. Matthews

11/14/14
Date

2nd Chance Funding, LLC

By: Martin J. Saenz, MBA, MA in Proj. Mgmt.

Date