

REQUEST FOR CEMA ASSIGNMENT

Consolidation, Extension and Modification Agreement (CEMA) Request to Lender

Required Items — Please Read Carefully:

The following items are required and **must be** mailed (faxed requests will not be accepted) to one of the firms chosen from the attached CEMA Attorney Information sheet:

1. CEMA Request Worksheet

This must be completed and signed by the person requesting the assignment on behalf of the borrower(s). If the “**Record & Return to**” address is different than the New Lender address, please include it in the space provided on the CEMA Request Worksheet.

2. Authorization to Release Information and CEMA Processing Fees Disclosure

This must be signed by all the borrowers on the Note.

3. Processing Fees

A nonrefundable processing fee of \$700, payable to Bank of America, N.A., in the form of a cashier’s check, must be included with the request. This can’t be paid at closing. **Packages received without the processing fee of \$700 will be returned unprocessed.** In addition to the fee paid to Bank of America, N.A., the borrower(s) will pay a \$475 fee to the selected attorney, acting as bailee, of which \$150 will be paid at the time of the request. The remaining amount will be due at closing. If the Lender changes between the time the original request is submitted and the closing of the CEMA, a change fee of \$200 may be required.

4. Current Mortgage Schedule

CEMA processing requires a current mortgage schedule, inclusive of all mortgages to be consolidated in the agreement. Incorrect mortgage schedules could create delays in CEMA processing. Please review the mortgage schedule closely to confirm all information it includes is accurate.

5. Scheduled Closing Date

Collateral will not be released to the bailee attorney without this date. If the closing date is rescheduled beyond 90 days from the original closing date provided or beyond 90 days from the date of the original CEMA request, an additional processing fee of \$700 will be due payable to Bank of America, N.A.

Please provide all items listed above to one of the firms listed on the CEMA Attorney Information sheet. Incomplete packages will not be processed.

Bank of America, N.A. will process the borrower’s(s’) assignment request in connection with the proposed CEMA transaction. Transactions that require Lost Note Affidavits or Assignments from prior institutions may require more processing time.

Please allow a minimum of 60 days for processing completed packages. *Initial to acknowledge:* _____

CEMA REQUEST WORKSHEET

Loan Number: _____

Borrower Name(s): _____

Property Address: _____

NEW LENDER INFORMATION

Will the new lender accept a Lost Note Affidavit (LNA)? Yes No

If the lender will not accept an LNA and an LNA is required, the CEMA cannot be processed with this lender.

Note: Please ensure that the following information is correct as it will appear on the Mortgage Assignment:

Complete Lender Name: _____

Complete Lender Address: _____

If the "Record & Return to" address is different than the new lender address provided above, please provide it here:

Record and return to: _____

CLOSING ATTORNEY INFORMATION

The following must be correct. Please provide the complete mailing address. PO boxes will not be accepted.

Closing Attorney Name: _____

Closing Attorney Address: _____

Closing Attorney Telephone: _____

Closing Attorney Fax: _____

Closing Attorney Email Address: _____

Proposed Closing Date: _____

REQUESTOR'S STATEMENT

I represent that the borrower(s) has/have authorized me to request an Assignment of the above-referenced loan on his/her/their behalf. I have reviewed the information contained herewith and represent that it is true and accurate. I understand that Bank of America, N.A. will charge the borrower(s) a \$700 nonrefundable processing fee, which shall be paid at the time of the Consolidation, Extension and Modification Agreement (CEMA) Request. Further, this fee will not be refunded if the new lender does not accept Lost Note Affidavit (LNAs). I understand that Bank of America, N.A. is retaining an attorney to act as a Bailee to hold the appropriate collateral file documents and to represent Bank of America, N.A. in connection with the CEMA transaction. The attorney charges a fee of \$475 for these services, and I understand that the borrower(s) shall pay a portion of the fee equaling \$150 at the time of the request and the balance being due at closing. I agree to cooperate with Bank of America, N.A. and their attorney in the CEMA transaction. I understand the balance of the attorney fees is due at closing, and the attorney will not release the Assignment, the Promissory Note, the Mortgage, or any of the documents from the collateral file until the attorney has been paid his/her fee and lien holder has been paid in full, including Bank of America, N.A.'s processing fee.

Requestor's Signature

Requestor's Printed Name

Date

Requestor's Telephone

Requestor's Fax

AUTHORIZATION TO RELEASE INFORMATION AND CEMA PROCESSING FEE DISCLOSURE

I/we (referred to as “borrower,” “I,” “me” or “my” herein) acknowledge and agree that I am requesting Bank of America, N.A. to assign my mortgage to a new lender in connection with a Consolidation, Extension, and Modification Agreement (“CEMA”) between my new lender and me. Borrower understands that Bank of America, N.A. is accommodating my request to allow me to reduce the amount of mortgage taxes that I would have to pay on my new loan. Bank of America, N.A. will process my assignment request. Bank of America, N.A. is retaining an attorney to act as a Bailee, to hold the appropriate collateral file documents and to represent Bank of America, N.A. in the CEMA transaction. I agree to pay Bank of America, N.A.’s \$700 processing fee and the attorney’s \$475 fee for their services, **and I understand that the nonrefundable processing fee of \$700 to Bank of America, N.A. and the nonrefundable fee of \$150 to the attorney are due upon request of the CEMA Assignment, regardless of whether the existing loan is subsequently paid in full or not or if the new lender will not accept a Lost Note Affidavit.** The attorney fee will not be included in the payoff amount. However, the unpaid balance of the fee will be collected at closing and must appear on the Settlement Statement.

Borrower authorizes Bank of America, N.A., its representative and its attorney, to provide information about my loan to the new lender, the broker, if any, the closing attorney, my attorney, if any, and any other parties requesting information in connection with the CEMA transaction. Further, I agree to indemnify, defend and hold Bank of America, N.A., and its respective affiliates, subsidiaries, parent company, representatives, agents, officers, directors, employees, contractors, attorneys, shareholders, investors, predecessors, successors and assigns harmless from and against any claims, penalties, losses, damages, expenses and costs relating to Bank of America, N.A., or its representative or attorney providing information about my loan in accordance with this authorization.

Borrower’s Signature

Borrower’s Signature

Borrower’s Printed Name

Borrower’s Printed Name

Date

Date

Requestor’s Telephone

Requestor’s Telephone

CEMA DEPARTMENT provided by Bank of America, N.A.

CEMA ATTORNEY INFORMATION

To request an assignment of a current loan to a new lender in connection with a Consolidation, Extension and Modification Agreement, please follow the following procedures:

- Contact one of the firms listed below directly; and
- Provide the required items and CEMA Request worksheet to the selected firm

Once a request has been made, the selected attorney firm will be your contact throughout the process.

Fentin, Goldman, Turk & Davidoff, LLP

Attn: Gary Goldman
120 Bloomingdale Road, Suite 308
White Plains, NY 10605
914.220.4400

Debbie Matthews
DMatthews@FentinGoldman.com
914-220-4458

Fentin, Goldman, Turk & Davidoff, LLP

Attn: Gary Goldman
270 Madison Avenue, Suite 1500
New York, NY 10016
212.265.4900

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914-220-4458