

## Help for America's Homeowners



First Mortgage Company, LLC

Attn: [REDACTED]

6501 N. Broadway, Suite 250

Oklahoma City, Oklahoma 73116

Re: Termination of Agreement relating to Making Home Affordable® Program ("Program"); Registration No.

[REDACTED]

Dear [REDACTED]:

Reference is hereby made to the following (collectively, the "Agreements"):

- the Assignment and Assumption Agreement, dated May 6, 2014 by and between Servicer and CitiMortgage, Inc.
- the Assignment and Assumption Agreement, dated May 21, 2014 by and between Servicer and CitiMortgage, Inc.

All terms used but not defined herein shall have the meanings ascribed to them in the Agreement(s).

Pursuant to the Agreement(s), the Assignor(s) assigned to First Mortgage Company, LLC ("Servicer") the Assigned Rights and Obligations relating to the Eligible Loans identified on Schedule 1 to the Agreement(s), and Servicer assumed those Assigned Rights and Obligations. Pursuant to Section 6 of the Underlying Agreements, this letter serves as:

1. notification by Fannie Mae, as financial agent of the United States ("Fannie Mae") of the termination of the Underlying Agreement(s) with respect to the Eligible Loans, which termination is effective as of the date hereof, and
2. agreement by Servicer that any provisions of the Underlying Agreement(s) that contemplate their continuing effectiveness, including, but not limited to, Sections 4, 5.B, 6, 8, 9, 11 and 12 of the Underlying Agreement(s), and Sections 2, 3, 5, 7, 8, 9 and 10 of the Financial Instrument(s), and any other provisions (or portions thereof) in the Underlying Agreements that relate to, or may impact, the ability of Fannie Mae and Freddie Mac to fulfill their responsibilities as agents of the United States in connection with the Programs, shall survive the expiration or termination of the Underlying Agreements.

If you have any questions about this termination, please contact the HAMP Solution Center at (866) 939-4469, or send an email to [support@hmpadmin.com](mailto:support@hmpadmin.com). This letter may be executed by each of the parties hereto on any number of separate counterparts.

FANNIE MAE, solely as Financial Agent of the United States

By: [REDACTED]

Name: LORI HALLM

Title: VP, MHA

Date: 8/16/17

AGREED AND ACCEPTED:

First Mortgage Company, LLC

By:

Name:

Title:

Date:

Kevin Osuna

SUP - Servicing Manager

7/13/17

## ASSIGNMENT AND ASSUMPTION AGREEMENT

This Assignment and Assumption Agreement (the "Assignment and Assumption Agreement") is entered into as of April 18, 2014 by and between CitiMortgage, Inc. ("Assignor") and First Mortgage Company L.L.C. ("Assignee"). All terms used, but not defined, herein shall have the meanings ascribed to them in the Underlying Agreement (defined below).

WHEREAS, Assignor and Federal National Mortgage Association, a federally chartered corporation, as financial agent of the United States ("Fannie Mae"), are parties to a Commitment to Purchase Financial Instrument and Servicer Participation Agreement, a complete copy of which (including all exhibits, amendments and modifications thereto) is attached hereto and incorporated herein by this reference (the "Underlying Agreement");

WHEREAS, Assignor has agreed to assign to Assignee all of its rights and obligations under the Underlying Agreement with respect to the Eligible Loans that are identified on the schedule attached hereto as Schedule 1 (collectively, the "Assigned Rights and Obligations"); and

WHEREAS, Assignee has agreed to assume the Assigned Rights and Obligations.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Assignment. Assignor hereby assigns to Assignee all of Assignor's rights and obligations under the Underlying Agreement with respect to the Assigned Rights and Obligations.
2. Assumption. Assignee hereby accepts the foregoing assignment and assumes all of the rights and obligations of Assignor under the Underlying Agreement with respect to the Assigned Rights and Obligations.
3. Effective Date. The date on which the assignment and assumption of rights and obligations under the Underlying Agreement is effective is April 18, 2014.
4. Successors. All future transfers and assignments of the Assigned Rights and Obligations transferred and assigned hereby are subject to the transfer and assignment provisions of the Underlying Agreement. This Assignment and Assumption Agreement shall inure to the benefit of, and be binding upon, the permitted successors and assigns of the parties hereto.
5. Counterparts. This Assignment and Assumption Agreement may be executed in counterparts, each of which shall be an original, but all of which together constitute one and the same instrument.

IN WITNESS WHEREOF, Assignor and Assignee, by their duly authorized officials, hereby execute and deliver this Assignment and Assumption Agreement, together with Schedule 1, effective as of the date set forth in Section 3 above.

ASSIGNOR: CitiMortgage, Inc.

By: 

Name: Matt Hurley

Title: Vice President, Investor Reporting

Date: 5/6/14

ASSIGNEE: First Mortgage Company L.L.C.

By: 

Name: J D Throckmorton

Title: Senior Director

Date: 5-5-2014