Help for America's Homeowners



Florida Community Bank, NA

2500 Weston Rd., Ste #300 Weston, FL 33331

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

Dear :

Reference is hereby made to the Assignment and Assumption Agreements set forth in the attached appendix (collectively, the "Agreements").

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 Florida Community Bank, NA ("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 notification by Fannie Mae of the termination of the Agreement(s).

FANNIE MAE, solely as Financial Agent of the United States of the Treasury

By:

DocuSigned by:

Name: John J. Vinci

Title: Director, Making Home Affordable Program Administrat

9/10/2020 | 10:45 AM EDT

APPENDIX

Deal ID	Transferor Name	Transferee Name	Agreement Date
		Florida Community Bank,	
2026	Bayview Loan Servicing LLC	NA	12/18/2013
		Florida Community Bank,	
2035	Bayview Loan Servicing LLC	NA	12/18/2013
		Florida Community Bank,	
2606	Bayview Loan Servicing LLC	NA	12/18/2013

ASSIGNMENT AND ASSUMPTION AGREEMENT

This Assignment	and As	sumption	Agreement	nt (the "Assignment and Assumption Agreement") is entered into as	s of	
DECEMBER 18, 2013	by	and	between	BAYVIEW LOAN SERVICING, LLC		
("Assignor") and FLORIDA COMMUNITY BANK, NATIONAL ASSOCIATION ("Assignee"). All						
terms used, but n	ot defin	ed, hereir	shall have	ve the meanings ascribed to them in the Underlying Agreement (defi	ned	
below).					n.	

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 <u>Schedule 1</u> (collectively, the "<u>Assigned Rights and Obligations</u>"); 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. <u>Assignment</u>. 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. <u>Assumption</u>. A ssignee 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. <u>Effective Date</u>. The date on which the assignment and assumption of rights and obligations under the Underlying Agreement is effective is DECEMBER 18, 2013
- 4. <u>Successors</u>. All future transfers and assignments of the Assigned Rights and Obligations transferred and assignment 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. <u>Counterparts</u>. 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: BAYVIEW LOAN SERVICING LC	ASSIGNEE: FLORIDA COMMUNITY BANK, N.A.		
Ву:	By:		
Name: RICHARD O'BRIEN	Name: JAMES E. BAITER		
Title: PRESIDENT	Title: EVP/QCQ		
Date: 12/18/13	Date: 12 12 13		
	V		