

LOAN NUMBER: 22548135

BORROWER NAME:

**ACKNOWLEDGEMENT OF PENDING FORECLOSURE ACTION AND
CONDITIONAL NATURE OF ANY LOSS MITIGATION AGREEMENTS**

A lawsuit has been filed against me/we, the undersigned Borrower(s), in the appropriate Circuit Court in the State of Florida to foreclose a promissory note and mortgage; and

On or about February 11, 2010, the Supreme Court of Florida, in case number SC09-1579, issued an Order amending Florida Rule of Civil Procedure – Form 1.996, including without limitation by adding Form 1.996(b) *Motion to Cancel and Reschedule Foreclosure Sale*; and

The adoption of Form 1.996(b) signifies a growing trend in the Courts in the State of Florida to require a motion, hearing and order for the cancellation of a judicial sale, whereas previously in most Courts a judicial sale would be cancelled if Chase's representative did not appear at the judicial sale; and

Because Chase, as plaintiff or as the servicer of your loan, is no longer able to unilaterally cancel a judicial sale in many Courts in the State of Florida, I/we, the undersigned Borrower(s), understand and agree that any and all loss mitigation agreements entered into with Chase, including without limitation any reinstatement, payoff, forbearance agreement, repayment plan, modification, short-sale, deed-in-lieu of foreclosure, continued loss mitigation negotiations, or any other form of agreement whatsoever that requires the cancellation of a judicial sale, shall be expressly made conditional upon the Court entering a valid and final Order cancelling the judicial sale; and

In the event that the undersigned Borrower(s) and Chase, as plaintiff or as the servicer of your loan, enter into any loss mitigation agreement and for any reason whatever the Court does not enter a valid and final order cancelling the judicial sale, the undersigned Borrower(s) agree(s) that any and all loss mitigation agreements shall be deemed null, void and of no further force and effect and Chase, as plaintiff or as the servicer of your loan, may proceed with the lawsuit to foreclose your mortgage, including without limitation the upholding of any judicial sale and the issuance of certificate of title, as if no loss mitigation agreement was ever entered into; and

I/We, the undersigned Borrower(s), acknowledge and agree that Chase, as plaintiff or servicer of my/our loan, may attempt to cancel a judicial sale. I/We, the undersigned Borrower(s), in consideration for the entry into any loss mitigation agreement, hereby release, acquit and forever discharge Chase, as Plaintiff or as servicer of my/our loan and its predecessors, successors, assigns, officers, managers, directors, shareholders, employees, agents, attorneys, representatives, parent corporations, subsidiaries, and affiliates (collectively, the "Released Parties"), jointly and severally from any and all claims whatsoever based on the failure of the Released Parties or any of them to cancel any judicial sale. Nothing contained in this document or any loss mitigation agreements shall preclude the undersigned Borrower(s) from utilizing Form 1.996(b) to cancel a judicial sale, in the event a loss mitigation agreement has been entered into; and

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I/We, the undersigned Borrower(s), acknowledge and agree that the condition precedent of the Court entering a valid and final Order cancelling the judicial sale shall be inserted into any and all loss mitigation agreements entered into and shall be a part thereof for all purposes; and

To the extent the terms of this document conflict with any provisions contained in any loss mitigation agreement the terms of this document shall control; and

I/We, the undersigned Borrower(s), acknowledge that the execution of this document and my/our agreement to and acknowledgement of the matters contained herein was a material inducement for Chase entering into any loss mitigation agreement; and

I/We, the undersigned Borrower(s), acknowledge that my/our signatures below by facsimile or electronic means shall be considered and enforceable as valid original signatures.

IN WITNESS WHEREOF, I/We, the undersigned Borrower(s) have executed this *Acknowledgement of Pending Foreclosure Action and Conditional Nature of any Loss Mitigation Agreements* as of the date and year set forth below.

“BORROWER(S)”

Print Name: _____

Date: _____

Print Name: _____

Date: _____

ONCE THIS *ACKNOWLEDGEMENT OF PENDING FORECLOSURE ACTION AND CONDITIONAL NATURE OF ANY LOSS MITIGATION AGREEMENTS* HAS BEEN SIGNED AND DATED BY ALL BORROWERS, PLEASE IMMEDIATELY RETURN THE SAME TO CHASE VIA FACSIMILE AT **(866) 245-2910**.