



APPLICATION FOR APPEAL

Saint Paul City Council – Legislative Hearings

310 City Hall, 15 W. Kellogg Blvd.
Saint Paul, Minnesota 55102
Telephone: (651) 266-8585

We need the following to process your appeal:

- \$25 filing fee (non-refundable) (payable to the City of Saint Paul)(if cash: receipt number _____)
- Copy of the City-issued orders/letter being appealed
- Attachments you may wish to include
- This appeal form completed
- Walk-In OR Mail-In
- for abatement orders only: Email OR Fax

RECEIVED
July
JUN 05 2023
CITY CLERK

HEARING DATE & TIME
(provided by Legislative Hearing Office)
Tuesday, July 11th
Location of Hearing:
 Telephone: you will be called between
1pm & 3pm
 In person (Room 330 City Hall) at: _____
(required for all Fire C of O revocation & vacate; Condemnation orders)

Address Being Appealed:

Number & Street: 892 Jessamine Ave E City: St Paul State: MN Zip: 55106

Appellant/Applicant: Lisa Proechel Email: lisaproechel@kw.com

Phone Numbers: Business 651-203-1835 Residence _____ Cell 651-231-5303

Signature: [Handwritten Signature] Date: June 30, 2023

Name of Owner (if other than Appellant): Shellpoint Mortgage Servicing

Mailing Address if Not Appellant's: 897 St Paul Ave, St Paul, MN 55106

Phone Numbers: Business 864-312-4321 Residence _____ Cell _____

What Is Being Appealed and Why? *Attachments Are Acceptable*

- Vacate Order/Condemnation/Revocation of Fire C of O _____
- Summary/Vehicle Abatement _____
- Fire C of O Deficiency List/Correction _____
- Code Enforcement Correction Notice _____
- Vacant Building Registration See attached
- Other (Fence Variance, Code Compliance, etc.) _____



CITY OF SAINT PAUL

375 Jackson Street, Suite 220
Saint Paul, MN 55101-1806Telephone: 651-266-8989
Facsimile: 651-266-1919
www.stpaul.gov/dsi

June 22, 2023

Shellpoint Mortgage Servicing
27720 Jefferson Ave Suite 210
Temecula CA 92590

Customer #:1596031

Bill #: 1746361

VACANT BUILDING REGISTRATION RENEWAL NOTICE

Dear Sir or Madam:

As the owner or responsible person for the property located at
892 JESSAMINE AVE Eyou are required by law to register this building with the Department of Safety and Inspections on the form provided with this letter and to pay the annual Vacant Building registration fee of \$4,918.00. The purpose of this fee is to provide partial reimbursement to the City for administrative costs. This fee is due annually as required in Saint Paul Legislative Code Chapter 43.

The renewal due date for this building is July 22, 2023. The annual registration fee and the enclosed registration form for this building is due on the renewal date. If you pay by mail, please fill in the enclosed registration form and return it with your payment.

If the registration fee is not received in this office within 45 days of the date of this letter, the full amount owed will be assessed to, and collected with, the taxes for this property as permitted by Saint Paul Legislative Code Chapter 43.You may pay this registration fee online by going to online.stpaul.gov and selecting the 'Make a Payment' option. You will need your customer number and bill number to process a payment - both can found on this letter.

If you wish to pay in person, you may do so from 8:00am to 4:00pm Monday through Friday at:

DEPARTMENT OF SAFETY AND INSPECTIONS

375 Jackson Street, Suite 220

Saint Paul, MN 55101-1806

Do Not Mail Cash

You may file an appeal to this fee (unless the fee has been previously appealed) or registration requirements by contacting the City Clerk's Office at (651) 266-8688. Any appeal must be made within ten (10) days of the date of this notice.

The Code Enforcement Officer has notified the Building Inspection and Design Section that this property meets the legal definition of a registered vacant building and in accordance with Legislative Code Chapter 33, no permits (except demolition, wrecking and removal permits) will be issued until the requirements of all applicable ordinances are fulfilled.

All category 2 and category 3 vacant buildings must be winterized with gas and water services shut off or, alternately, an excess flow gas valve must be installed in the dwelling, within sixty (60) days of the date of this notice.

WRITTEN PERMISSION FROM THE CITY OF SAINT PAUL IS REQUIRED BEFORE A CATEGORY 2 OR CATEGORY 3 VACANT BUILDING CAN BE OCCUPIED OR SOLD.

Category 2: Requirements include: 1. register/re-register the building, 2. pay outstanding fee(s), 3. obtain a code compliance report, 4. submit for approval a rehab cost estimate from a licensed contractor and a schedule for completion of all code compliance work, 5. submit proof of financial responsibility acceptable to the City, and 6. obtain Zoning approval of the proposed use.

Category 3: All requirements listed for Category 2 vacant buildings, AND obtain a Certificate of Occupancy OR Certificate of Code Compliance prior to the sale of the building.

If the use of this building meets the definition of a nonconforming use by the Zoning Code, then the use will lose its nonconforming status 365 days from the date the building was declared vacant.

You must contact the Enforcement officer , James Hoffman, at 651-266-1947 to find out what must be done before this building can be legally reoccupied.

The Enforcement Officer may declare this building to constitute a Nuisance Building subject to demolition and issue an Order to Abate under authority of Legislative Code Chapter 45. In the event this building is declared a Nuisance Building, subject to demolition, the Enforcement Office will notify all owners and interested parties of the Order to Abate as provided in the Legislative Code Chapter 45.

If you have questions about this annual registration fee or other vacant building requirements, please contact the District Inspector, James Hoffman, at 651-266-1947.

This registration form and fee is required by law. Your prompt attention to this matter is appreciated.

Steve Magner
Vacant Buildings Program Manager

Enclosures: Regulations Requirements Information
Vacant Building Registration Form

SM: jh
vb_registration_renewal_notice 11/14

Also Sent To:

Bron Inc 27720 Jefferson Ave Suite 210 Temecula CA 92590

Us Bank Trust National Association Tr 892 Jessamine Ave E St Paul MN 55106-2639



897 St. Paul Avenue, St. Paul, MN 55116

City of St Paul
310 City Hall
15 W Kellogg Blvd
St Paul, MN 55102

RE: Appeal of Category 2 Vacant Building for 892 Jessamine Ave E

Dear City of St Paul:

This letter is a request to reverse the Category 2 Vacant Building status to a Category 1 Vacant Building status for 892 Jessamine Ave E and to have no registration fee assessed for the next year.

892 Jessamine Ave E was a rental property with a certificate of occupancy that was not renewed by the owner Nicole Lundstrom. Ms. Lundstrom moved into the property and a certificate of occupancy is not required when occupied by the homeowner. The lower unit was not rented.

The property was put on the vacant building list as a Category 1 in 2018. After 2 years of non-payment as a Category 1, it became a Category 2 vacant building. The property was never vacant as it was occupied by the homeowner, Nicole Lundstrom.

I spoke with James Hoffman, Vacant Building Inspector, and he said that he visited the property and never saw anyone there. He also admitted the property was always maintained, but that did not mean it wasn't vacant.

Ms. Lundstrom occupied the property. She suffered from brain damage and PTSD from an attack in 2019 at Mendota & Magnolia which is 2 blocks from the 892 Jessamine Ave E. You can access police records for proof of this Case #19-155471. For this reason, Ms. Lundstrom was recluse.

This letter is intended to prove the property has been continuously occupied and never should have been placed on the vacant building in the first place. Attached you will find:

-Exhibit A - City of St Paul actual water readings showing continuous water consumption from 9/3/15 to 5/26/23. Eviction was 5/12/23 and you will see that there has been no water consumption since then.

-Exhibit B - Affidavit of Service on Occupant Niccole Lundstrom at 892 Jessamine Ave E on July 6, 2022. Rick Sinner has made a sworn statement that the property was occupied by Niccole L. Lundstrom and no one else.

-Exhibit C - Writ of Recovery of Premises after end of redemption period.

-Exhibit D - Email from Amy Van Zummeren from Minnesota Mortgage Law to Lisa Proechel notifying of the lockout scheduled for May 12, 2023.

-Exhibit E - Photographs of sheriff deputies forcibly removing Niccole Lundstrom from 892 Jessamine Ave E.

In summary, 892 Jessamine E has not been vacant for the past 4 years, and never should have been placed on the vacant building list. It has been continuously occupied. While it has now been foreclosed on and is owned by the bank, selling a property as a Category 2 Vacant Building drastically reduces the value of the property and this is an unfair diminishment of value to the fee holder for an error in occupancy status made by the City of St Paul.

Vacant building fees have been assessed to the property taxes for the past several years and paid. Because of this our request is that the property be reclassified as a Category 1 property and that no fee be assessed for the next year.

Sincerely

A handwritten signature in black ink that reads "Lisa Proechel". The signature is written in a cursive style with a large, sweeping initial "L".

Lisa Proechel
Realtor for Shellpoint Servicing
651-231-5303

Exhibit A

Created Da 6/13/2023 3:37:21 PM

Customer # 622714

Account No 0008708

Service Add 892 JESSAMINE AVE E

Mailing Address:

PICKLE PROPERTIES

892 JESSAMINE AVE E

SAINT PAUL MN 55106-2639

Service	Read Date	Meter	Read Type	Read Status	Previous Reading
Water	6/2/2023	90272712	Water	Actual Read	950.00
Water	5/26/2023	90272712	Water	Verified Read	0.00
Water	5/26/2023	90272712	Water	Verified Read	945.00
Water	3/6/2023	90272712	Water	Actual Read	939.00
Water	12/8/2022	90272712	Water	Actual Read	930.00
Water	9/2/2022	90272712	Water	Actual Read	922.00
Water	6/3/2022	90272712	Water	Actual Read	916.00
Water	3/4/2022	90272712	Water	Actual Read	911.00
Water	12/6/2021	90272712	Water	Actual Read	901.00
Water	9/1/2021	90272712	Water	Actual Read	893.00
Water	6/3/2021	90272712	Water	Actual Read	884.00
Water	3/4/2021	90272712	Water	Actual Read	876.00
Water	12/4/2020	90272712	Water	Actual Read	868.00
Water	9/2/2020	90272712	Water	Actual Read	860.00
Water	6/4/2020	90272712	Water	Actual Read	852.00
Water	3/4/2020	90272712	Water	Actual Read	844.00
Water	12/5/2019	90272712	Water	Actual Read	834.00
Water	9/4/2019	90272712	Water	Actual Read	826.00
Water	6/5/2019	90272712	Water	Actual Read	816.00
Water	3/6/2019	90272712	Water	Actual Read	803.00
Water	12/5/2018	90272712	Water	Actual Read	789.00
Water	9/5/2018	90272712	Water	Actual Read	777.00
Water	6/4/2018	90272712	Water	Actual Read	768.00
Water	3/6/2018	90272712	Water	Actual Read	760.00
Water	12/6/2017	90272712	Water	Actual Read	752.00
Water	9/6/2017	90272712	Water	Actual Read	745.00
Water	6/2/2017	90272712	Water	Actual Read	741.00
Water	3/6/2017	90272712	Water	Actual Read	736.00
Water	12/7/2016	90272712	Water	Verified Read	0.00
Water	12/5/2016	90272712	Water	Actual Read	726.00
Water	9/1/2016	90272712	Water	Actual Read	684.00
Water	6/6/2016	90272712	Water	Actual Read	654.00
Water	3/3/2016	90272712	Water	Actual Read	622.00
Water	12/4/2015	90272712	Water	Actual Read	581.00
Water	9/3/2015	90272712	Water	Actual Read	536.00

Exhibit A Page 2

Current Reading	Consumption	Days	Average
950.00	0.00	7	0.00
950.00	0.00	0	0.00
950.00	5.00	81	0.06
945.00	6.00	88	0.07
939.00	9.00	97	0.09
930.00	8.00	91	0.09
922.00	6.00	91	0.07
916.00	5.00	88	0.06
911.00	10.00	96	0.10
901.00	8.00	90	0.09
893.00	9.00	91	0.10
884.00	8.00	90	0.09
876.00	8.00	93	0.09
868.00	8.00	90	0.09
860.00	8.00	92	0.09
852.00	8.00	90	0.09
844.00	10.00	92	0.11
834.00	8.00	91	0.09
826.00	10.00	91	0.11
816.00	13.00	91	0.14
803.00	14.00	91	0.15
789.00	12.00	93	0.13
777.00	9.00	90	0.10
768.00	8.00	90	0.09
760.00	8.00	91	0.09
752.00	7.00	96	0.07
745.00	4.00	88	0.05
741.00	5.00	91	0.05
736.00	0.00	0	0.00
736.00	10.00	95	0.11
726.00	42.00	87	0.48
684.00	30.00	95	0.32
654.00	32.00	90	0.36
622.00	41.00	92	0.45
581.00	45.00	91	0.49


→ eviction 5/12/23
and water usage goes to zero

Exhibit B

State of Minnesota
County of Hennepin

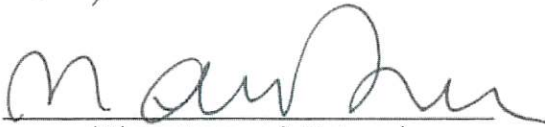
Affidavit of Service on Occupant

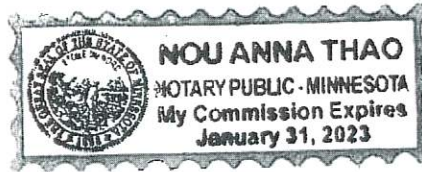
Rick Sinner, being duly sworn, on oath says that on Wednesday, July 6, 2022 he went upon the land and premises described in the Notice of Mortgage Foreclosure Sale, Homestead Designation Notice, Help for Homeowners in Foreclosure Notice, Notice of Redemption Rights and Foreclosure Advice to Tenants Notice, more commonly known as, 892 Jessamine Avenue East, Saint Paul, MN 55106, County of Ramsey; for the purpose of serving the Notice of Mortgage Foreclosure Sale, Homestead Designation Notice, Help for Homeowners in Foreclosure Notice, Notice of Redemption Rights and Foreclosure Advice to Tenants Notice; that on said day and for some time prior thereto, said premises were and have been occupied by Niccole L. Lundstrom-Longbehn AKA Niccole L. Lundstrom and no one else; that he served the Notice of Mortgage Foreclosure Sale, Homestead Designation Notice, Help for Homeowners in Foreclosure Notice, Notice of Redemption Rights and Foreclosure Advice to Tenants Notice by handing to and leaving with Niccole L. Lundstrom-Longbehn AKA Niccole L. Lundstrom, personally one (1) true and correct copy thereof.

 7/7 /2022
Rick Sinner, Process Server

Subscribed and Sworn to before me on

7/7 /2022


(Signature of Notary)



Drafted By
Metro Legal Services
616 South 3rd Street
Minneapolis, MN 55415-1104
612-332-0202



616 South 3rd Street
Minneapolis, MN 55415-1104
(800) 488-8994
www.metrolegal.com

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Exhibit C

State of Minnesota
Ramsey County

District Court
Second Judicial District

Court File Number: **62-HG-CV-23-1074**

U.S. Bank Trust National Association, as
Trustee vs Niccole L. Lundstrom-
Longbehn aka Niccole L. Lundstrom, John
Doe, Mary Roe

Writ of Recovery of Premises (Minn. Stat. §504B.361)

The State of Minnesota, to the Sheriff of Ramsey County:

Before this court on: 04/05/2023

Plaintiff(s): U.S. Bank Trust National Association, as Trustee

Recovered Judgment against

Defendant(s): Niccole L. Lundstrom-Longbehn, John Doe, Mary Roe

ORDERING recovery of the following described premises in Ramsey County,
Minnesota:

**892 Jessamine Avenue East
Unit 2
Saint Paul MN 55106**

THEREFORE, YOU ARE HEREBY COMMANDED, USING THE FORCE OF THIS
COUNTY IF NECESSARY, TO CAUSE THE SAID DEFENDANT(S) TO BE REMOVED
IMMEDIATELY FROM SAID PREMISES AND THE SAID PLAINTIFF(S) TO BE PLACED
IN PEACEABLE POSSESSION OF THE SAME. YOU ARE FURTHER COMMANDED TO
MAKE RETURN OF THIS WRIT WITHIN THIRTY DAYS.

Witness the Honorable Judge Nelson as heard by Referee Bergstrom.

Dated: April 19, 2023

Michael Upton
Court Administrator

By: GO
Deputy



62-HG-CV-23-1074

WRP

**Exhibit D**

Lisa Proechel <proechel@gmail.com>

892 Jessamine Avenue East, Saint Paul

Amy Van Zummeren <Amy@minnesotamortgagelaw.com>
To: Lisa Proechel <lisaproechel@kw.com>

Tue, Apr 25, 2023 at 9:37 AM

Good Morning,

I have the lockouts scheduled for both units. Please see instructions below and let me know if you have any questions. Thank you.

The lockout has been scheduled with the local sheriff for May 12, 2023 at 1:00 pm. Please have an agent and a securing company meet the sheriff at the property at said date and time to complete the written inventory and secure the property. I have attached the abandoned personal property notice for posting with your contact information at the time of the lockout. Once the lockout is completed please forward a copy of the inventory signed by you in the presence of the deputy including his/her name and badge number to our office. If the inventory is pictures or a video please have the deputy indicate that on the inventory form and forward copies of the photos or video to our office. **It is imperative that you do not enter the property until you are accompanied by the sheriff's deputy or they may not provide a signed inventory.**

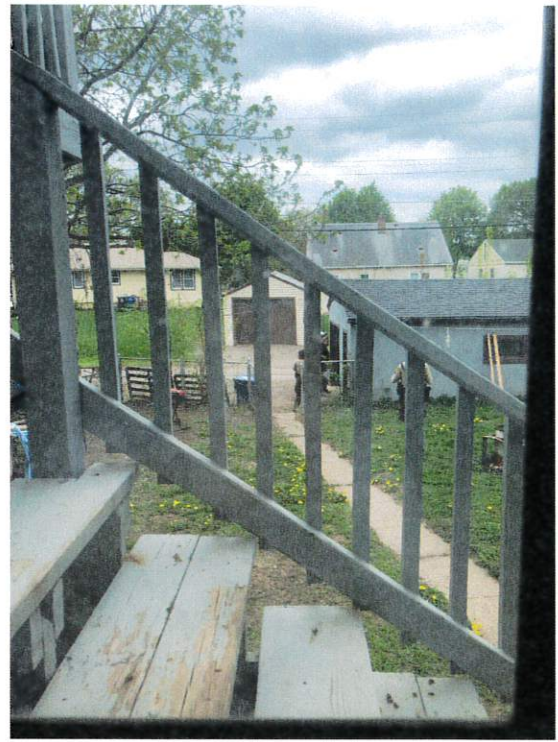
[Quoted text hidden]

2 attachments **EV Abandoned PPN Unit 1.pdf**
43K **EV Abandoned PPN Unit 2.pdf**
43K

Exhibit E



Sheriff Deputies attempting to contact
Nicole Lundstrom.
May 12, 2023 at 1:19:55 PM

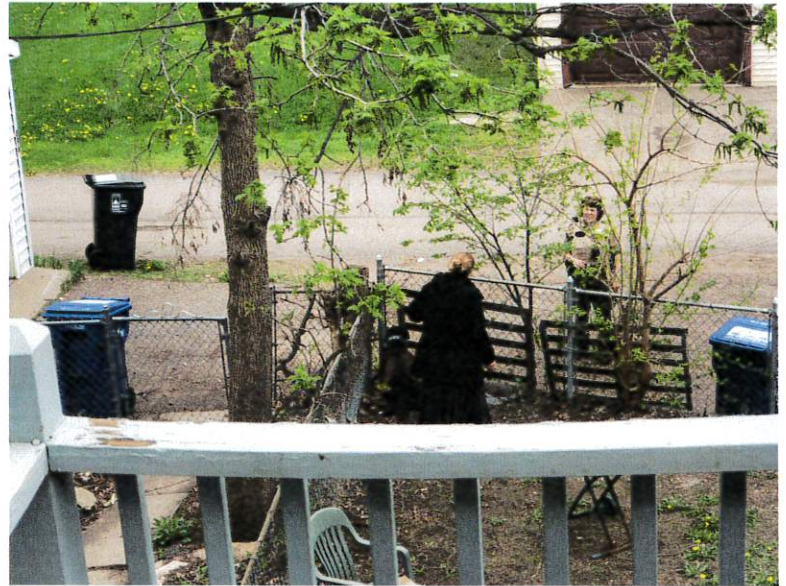


May 12, 2023 at 2:17:02 PM

Nicole Lundstrom entering garage
to get vehicle.



May 12, 2023 at 2:17:05 PM



Nicole Lundstrom in yard talking to
deputy
May 12, 2023 at 2:32:09 PM

Exhibit E-
Page 2



May 12, 2023 at 2:38:28 PM

Nicole Lundstrom driving away after
being evicted from 892 Jessamine Ave E.



SHELLPOINT MORTGAGE SERVICING

Attn: REO Department
55 Beattie Place, Suite 110
Phone: 877-298-1970
Fax: 866-467-9845

Dear Lisa Proechel,

You have been assigned a potential REO listing from Shellpoint Mortgage Servicing (SMS). Please accept or decline the listing task in Pyramid within 24 hours. <https://www.Pyramidplatform.com>

Acceptance of property assignment will serve as acknowledgement and agreement to complete the following initial requirements as an authorized Shellpoint Agent/Broker.

Communication and Initial Tasking

1. Complete Occupancy Status task within (48) hours of assignment acceptance.

If Occupied:

- ◊ Take all the appropriate steps to verify occupancy type, properly identify the number of units (legal or illegal) and obtain a point of contact, if possible. If successful in contacting occupant, inquiries should be made as to what type of relocation assistance can be offered to vacate the asset. Further directions from the SMS eviction group will also be provided upon confirmation of occupancy.
- ◊ If property is in a municipality that is subject to escalating fines or violations, please establish and coordinate communication with local city inspector/code enforcement officer. Advise them of the change of ownership as needed to avoid further penalties levied. Escalate any issues that need to be mitigated upon discovery.

If Vacant:

- ◊ Use due diligence to determine occupancy before re-keying the property. A locksmith should not be sent to re-key unless the assigned Agent/Broker is present to determine the property is vacant and that the re-key should be completed. Re-key and take possession of the property **only** if there is substantial evidence that shows the property to be vacant. Agent/Broker has preapproval up to **\$250** for this task. Be sure to remain in accordance with all state and local guidelines. The condition and the security of the home must be monitored for assets visited during the Redemption, Confirmation or Ratification phases. If a rekey is needed during this time, the request must be escalated to the Eviction Coordinator for Final Approval.
- ◊ Please advise Asset Manager of any access issues and or safety concerns that require immediate attention. If during the preliminary inspection Broker/Agent comes across a situation where the asset is in danger of damage or exposure and is unable to reach the assigned point of contact, Broker/Agent is authorized to take all minimum necessary steps to safeguard the asset until proper mitigation can be completed, including but not limited to: rekey, tarping, winterizations, etc.* Document all issues and personal property with photographs. This is also applicable to vacancies sourced through relocation agreements or evictions lock outs.

***Please note that all work must be completed by a licensed and bonded agent and all invoicing and proof of completion is required for reimbursement approval. SMS does not permit any entities or individuals that are affiliated with Agent/Broker or any Agent/Broker Personnel through familial relationships, equity ownership, debt or credit arrangements, partnership, or any other means that may present a conflict of interest to perform Services or receive compensation of any kind in connection with this assignment without SMS's expressed, prior, written consent. Failure to act upon these instances on a timely manner may be viewed as negligence and lead to re-assignment, exclusion from network or other financial remedies depending on the severity of the incident. ***

2. Complete **Personal Property Evaluation** within (24) hours of task assignment and alert the Eviction Coordinator on Personal Property valued over **\$500** (garage sale value). Follow all appropriate post and store or eviction guidelines as applicable within your state laws/guidelines. If there is any doubt in value or due process, escalate to the Eviction Coordinator for further direction. Ensure that all personal property and condition of the home is heavily documented through clear and focused date stamped photographs. Make note of any potential claimable damages for future hazard insurance claims. .
3. Advise of the presence of an HOA or Co-op if applicable, source all contact information and seek updated estoppel for payoff immediately. If the balances are unavailable due to any deed recordation or county delays, escalate to Closing Coordinator immediately, particularly in a state has been identified as a Super Lien state.

Attn: REO Department
55 Beattie Place, Suite 110
Phone: 877-298-1970
Fax: 866-467-9845

4. Agent/Broker is to transfer utilities to their name and keep all bills as current until the asset is sold. This should begin immediately upon determining the property is vacant. Alert the Pre-marketer of past due bills/liens and provide back-up documentation. Escalate large balances greater than **\$2000** for review as needed. The Utility Activation Form or task will be requested by the Pre-marketer to verify. Failure to comply may lead to re-assignment, exclusion from network or other financial remedies depending on the severity of the incident.

All reimbursements are to be made using the **Black Knight Invoicing** system (Formerly LPS Desktop Management System) within 60 days of completion of work or closing of property. ****Failure to submit invoicing in the time frame noted above or outside of Black Knight Invoice system will result in denial of invoice submitted**** If using Black Knight Invoicing for the first time, click on the following link to open an account. <https://reoregistration.lpsdesktop.com/>

Please provide the system Broker Code to the Pre-Marketer in an email so your account can be linked to Shellpoint's accounting system as ALL invoicing will be done via this system. Please make sure the loan number assigned to the property is reflected on all correspondences and ANY invoice for which you are requesting reimbursement. Please contact the Pre-Marketing Coordinator for any reimbursement assistance you need.

Property Monitoring/Tasking:

1. Agent/Broker will complete weekly inspections regardless of property status. Alert the assigned Shellpoint contact of any material changes or otherwise in property condition. In case of break-ins, immediately contact the assigned Asset Manager to have an Insurance Checklist task opened and if applicable include police report or incident number along with an estimated cost of damages. Procure and deliver rehab bids as needed to make sure that asset is not subject to further damages and secure if needed. **Note - Weekly inspections are considered within the general scope of services provided by our Agents/Brokers and no supplemental compensation will be considered for these services. If this is an issue notify your assigned Asset Manager immediately.**
2. Agent/Broker will ensure the field services vendor has accessibility to inspect the property and address any other issues to avoid delays and unwarranted trip fees. Also, the Agent/Broker is expected to monitor the quality of work completed and advise SMS if any additional work may be required to bring the asset into marketable condition or address any and all health and safety issues. If required, independent bids may be needed to mitigate trailing items.
3. Agent/Broker will complete all tasks as they are assigned within the allowable time given. Incomplete or overdue tasks will greatly affect your ability to continue with the assignment or receive new assignments. Exceptions will be evaluated on a case by case basis. Be sure to communicate with the Asset Manager any special needs that are required for asset disposition including but not limited to: POS inspections, Final Water Meter readings, Water potability tests or material flaws attached to the asset that will affect the marketing or overall disposition.



SHELLPOINT MORTGAGE SERVICING

Attn: REO Department
55 Beattie Place, Suite 110
Phone: 877-298-1970
Fax: 866-467-9845

Termination

Acceptance of assignment is not binding and subject to re-assignment with or without prior notice due to investor direction, lack of adherence to agreed requirements and general disregard for protocol. If the property is reassigned, please submit all invoicing for reimbursement immediately. Agent/Broker understands that no supplemental compensation is paid on listing assignments and the only payment made for services rendered is the commission paid out on gross sales price upon the successful settlement and funding of the assigned property.

Standard Commission break down:

Shellpoint agrees to grant a commission of up to six percent (6%) of the gross sales price of the property. Broker/Agent agree that commission shall be distributed as follows:

- A. Broker/Agent: Greater of \$1000 or 2.5%
- B. Buyer's Agent: Greater of \$1000 or 2.5%
- C. Shellpoint referral fee: Greater of \$500 or 1%

Additionally, there is a \$175.00 (plus sales tax, where applicable) technology fee to be paid to Pyramid Platform from Listing Agent commission and \$175.00 (plus sales tax where applicable) technology fee paid to Pyramid Platform from Buyer Agent commission upon the successful settlement and funding of the assigned property. (These will be situated on the HUD). The Technology Fee is non-transferable and may not be passed through to or collected by Broker/Agent from any third party, including a buyer or buyer's agent.

****This commission breakdown is for informational purposes only and subject to the final amounts/breakdown published on the Shellpoint Cooperative Brokerage Agreement that is generated at the time of listing, which will include listing terms and bonuses if applicable****

*****First time assignments will also include an agent application and follow up processes may be required including but not limited to the Shellpoint RECIPROCAL NON- DISCLOSURE AGREEMENT. Acceptance of assignment does not assure inclusion to the preferred Listing Agent database *****



SHELLPOINT MORTGAGE SERVICING

Attn: REO Department
55 Beattie Place, Suite 110
Phone: 877-298-1970
Fax: 866-467-9845

General Disclosures/Acknowledgement

Acknowledgement will allow us to provide you with information on the properties we are working with now and in the future. We will not need additional approval on future property opportunities. The terms of this acknowledgement are in effect for all properties discussed, at any time, between **Shellpoint Mortgage Services**, hereinafter referred to as **SMS**, and the undersigned party/parties

The undersigned, hereby certifies that any and all information provided by **SMS** with respect to any Corporation, partnership, or entity (hereinafter, Companies) or Real Estate Property (hereinafter, Properties) for the purpose of considering such Companies/Properties for sale will be kept confidential. This information will remain the property of **SMS**; and will not be divulged to any party except to those whose knowledge of the information is required to evaluate the Companies/Properties as potential acquisitions and who shall assume the same obligations as set forth in this letter, unless prior written approval from **SMS** is provided.

Conduct ALL further inquiry and communication regarding the Companies/Properties exclusively through **SMS**. At no time shall any Buyer or unauthorized third party contact the Seller, his employees, suppliers, customers, or advisors.

It is further understood that the purpose of this letter is to protect the Investors and/or Owners of Properties that **SMS** is offering for sale. The Seller's ability to remain competitive within their marketplaces hinges upon their success in keeping any intellectual and material property out of outside distribution. Thus, all conversations and documents shall be held in strict confidence and discussed solely with agents of **SMS**, as Seller's representative.

It is understood that **SMS** makes no representation or warranty as to the completeness or accuracy as to any information presented regarding Companies or Properties and is not liable for any information relayed to the Buyers, agents, and third party affiliates.

I acknowledge receipt of this document

X _____

Listing Agent / Broker