



Resp. Response
OFFICE USE
File # 117 - 0846

04/24/2017.

To whom it may concern,

I was given this property in October of 2016 by REOCENTRAL, to conduct pre marketing, as directed by the asset management company due to foreclosure due to non-payment of taxes on a reverse mortgage. This involved weekly visits to the subject property from October through March, to determine occupancy and condition. During each of these visits I uploaded photographs to the asset management web site.

On numerous occasions I spoke with Mr. Jack Ramey the previous occupant and our meeting were always friendly in nature. I explained to him that unfortunately this property was in foreclosure and would, eventually be listed. I advised him that all the livestock, horses, pigs, dogs etc. should try to be contained in the remaining acreage that he still owned and that the existing ROW should remain unobstructed and that the gate should not be locked. I also told him that all the remaining items around the home needed to be removed if he still wanted them.

My weekly visits continued and at one point I remarked to Mr. Ramey that the Courthouse records showed that the single wide trailer that he had moved into was showing as being partially on the subject foreclosed property (see print out A & B) He did produce a survey from 2010 which was unrecorded and I shared this survey with the appraiser when she was on site conducting the appraisal. The appraiser also concluded that because it was not recorded it did not hold any weight as far as we could tell.

I advised Mr. Jack Ramey on many occasions to seek legal advice and let me know if there were any developments, or have his attorney contact me directly so that I could relay any new information to the seller's team.

I relayed all these messages to the asset manager and did not receive any different information back.

I was, at one point, called by Terry Ramey, and his communication method was not conducive to civil fact finding, so, I again advised him to speak with an attorney. I do not know if he actually heard me as he was very agitated and was talking over me loudly the entire conversation. I was hesitant to discuss any details as he is not the legal owner.

On March 16th I received the instruction to be present during the lockout. I attended the lockout on 3/21/17 with 2 sheriffs, the lock smith and the field service representatives, all of whom were there from instruction and appointment by the asset management team, which is standard procedure.

The lock smith changed the lock on 146 Dakota and I photographed the contents of the home (see photos). Whilst this was happening at 146, Dakota Dr., the sheriff and field services went to the single wide to talk to Mr. Jack Ramey, plus the other folks present in the home. Soon afterward the locksmith was called down to the single wide. I did not follow immediately as I was unable to negotiate the steep hill on foot and so followed in my vehicle.

I then drove down to the single wide which was still showing on the county records as being on the subject property and followed the field team into the home to again photograph the interior which was standard procedure. Mr. Terry Ramey videoed this procedure. As far as I witnessed everybody acted in a very professional way.

A discussion then took place on the front porch as to whether or not this eviction was directed at the correct property. All parties involved from the seller's side were working off of the available county records which clearly showed this single wide to be partially on the subject, foreclosed lot.

A few minutes later a deed was produced that I asked to read. I was asked immediately what this meant and I answered that I did not know until I had had the opportunity to read it.

After reading it carefully, I immediately stopped any further actions by the sheriff, field persons and ordered the keys be returned to Mr. Jack Ramey. All parties then left the property and I remained to explain that Mr. Ramey would now have 7 days to remove any remaining items at 146, Dakota Drive. Nobody, or any items, were removed from any home, at any time during the 20 minutes we were all in attendance.

I then returned to my office and informed the asset management that lock out was complete but there was an issue regarding the single wide. I also called Herron Surveying to request a copy of the survey referenced in the deed. I received it a couple of days later and forwarded it to the asset management.

I was never informed that the bank had removed a portion of the foreclosed property and deeded it back to the former occupants. The available deed and aerial view did not show this.

The courthouse records were updated to show the "new" survey lines sometime after the lock out date.

An appointment was made the following Friday 4 at 1pm and they did indeed remove their items to the front porch for removal that weekend.

The property was subsequently listed on 4/3/17 and I placed the sign at the entry by the road sign. Many showings took place and 2 offers were submitted. I also had a call from a drive by looker who informed me that while looking at the property on Thursday 4/6/17, that there were people inside the home and that they identified themselves as the Rameys. They offered information detrimental to selling the property to these particular buyers. I have the contact number of these buyers.

I, of course, went to inspect the property the next morning at 9.15am to make sure that it was still secure. During that visit, I initially could not get up the drive way due to the many horse that were still roaming freely on the foreclosed portion. My sign had also been broken and removed to the opposite side of the road. I relayed this information to my asset manager.

I was then instructed to reject all submitted offers and to discontinue marketing until a new survey was completed. I followed these instructions and put the property on hold pending the new survey.

The complaint that I received is not an accurate account of the 20-30 minutes in question. I, and all involved were as courteous as possible given the available information and proceedings were immediately stopped upon presentation of the new information.

Please contact the Haywood County Clerk Of Courts, or other government official to obtain information regarding Mr. Terry Ramey's lengthy reputation in this county.

Laura Holland
Laura Holland

Parcel Report For 8637-01-5352



RAMEY, JACK ONEILL
RAMEY, EMMA LOU
146 DAKOTA DR
CLYDE, NC 28721

Account Information

PIN: 8637-01-5352

Legal Ref: 298/960

Add Ref: A99/234

Site Information

DOUBLE WIDE
MANUFACTURED HOUSING
146 DAKOTA DR

Heated Area: 1793
Year Built: 1997
Total Acreage: 3.35 AC
Township: CLYDE

Site Value Information

Land Value: \$50,000
Building Value: \$82,300
Market Value: \$132,300
Deferred Value: \$0
Assessed Value: \$132,300
Sale Price: \$16,000
Sale Date: 06/25/1978
Tax Bill 1: \$1,111.4
Tax Bill 2: \$1,111.4



1 inch = 200 feet
October 5, 2016

Disclaimer: The maps on this site are not surveys. They are prepared from the inventory of real property found within this jurisdiction and are compiled from recorded deeds, plats and other public records and data. Users of this site are hereby notified that the aforementioned public primary information sources should be consulted for verification of any information contained on these maps. Haywood county and the website provider assume no legal responsibility for the information contained on these maps.

Date 6-23-78 By JAW

Filed for registration 23
day of June 19 78
4:20 clock P M and registered

B

Post Fee
16.00
16.00

In office of the Register of Deeds for
Haywood County, North Carolina.
This 26 day of June 19 78
in Book No. 298 on page 960

Charles Howell
Register of Deeds
of Haywood County
By Jurl in Justice
Recording Time, Book and Page

Excise Tax \$16.00

Tax Lot No. _____ Parcel Identifier No. _____
Verified by _____ County on the _____ day of _____, 19 _____
by _____

Mail after recording to WRF

This instrument was prepared by W. R. Francis

NORTH CAROLINA GENERAL WARRANTY DEED

THIS DEED made this 2nd day of June, 19 78, by and between

GRANTOR

GRANTEE

FRED DEWEY FRANCIS (Widower)
P. O. Box 723, Clyde 28721

JACK O'NEILL RAMEY and wife,
EMMA LOU RAMEY,
P. O. Box 904, Waynesville 28786

Enter in appropriate block for each party: name, address, and, if appropriate, character of entity, e.g. corporation or partnership.

The designation Grantor and Grantee as used herein shall include said parties, their heirs, successors, and assigns, and shall include singular, plural, masculine, feminine or neuter as required by context.

WITNESSETH, that the Grantor, for a valuable consideration paid by the Grantee, the receipt of which is hereby acknowledged, has and by these presents does grant, bargain, sell and convey unto the Grantee in fee simple, all that certain lot or parcel of land situated in Clyde Township, Haywood County, North Carolina and more particularly described as follows:

BEGINNING on a stake in the Northern edge of Jones Cove Road, said stake being the Northwest corner of Lot No. 1 this day conveyed to Phyllis Mease Haynes et vir and runs thence with the line between Lots 1 and 2, South 7° 30' West 650 feet to a stake in the Southern Railway right of way line; thence continuing the same course 100 feet to a stake in the center of the Southern Railway line; thence with the center of the Southern Railway line in a Westerly direction 285 feet to a stake, corner between Lots 2 and 3; thence North 13° 0' East 100 feet to a stake in the Southern Railway right of way line; thence North 13° 0' East 660 feet to a stake in the Northern edge of Jones Cove Road; thence North 77° East 157 feet to a stake; thence North 41° East 86 feet to a stake, the BEGINNING point, containing 3.70 acres, more or less.

BEING Lot No. 2 as shown on a map made by Hugh K. Terrell dated January 22, 1974. BEING a portion of the lands described in a deed from Odell Cagle et ux. to H.N. Mease et ux. said deed being recorded in Deed Book 106, page 552, Haywood County Registry. ALSO BEING a portion of the lands described in a Quitclaim Deed dated February 8, 1974, from H.N. Mease (Widower) to Fred D. Francis and others, said deed being recorded in the office of the Register of Deeds of Haywood County. BEING ALSO the identical property described in deed dated March 7, 1974, from Aileen Francis Rice et vir et al. to Fred D. Francis (Widower) recorded in Deed Book 267, page 481, Haywood County Registry.

960

The property hereinabove described was acquired by Grantor by instrument recorded in

A map showing the above described property is recorded in Plat Book 267 page 481
TO HAVE AND TO HOLD the aforesaid lot or parcel of land and all privileges and appurtenances thereto belonging to the Grantee in fee simple.

And the Grantor covenants with the Grantee, that Grantor is seized of the premises in fee simple, has the right to convey the same in fee simple, that title is marketable and free and clear of all encumbrances, and that Grantor will warrant and defend the title against the lawful claims of all persons whosoever except for the exceptions hereinafter stated. Title to the property hereinabove described is subject to the following exceptions:

IN WITNESS WHEREOF, the Grantor has hereunto set his hand and seal, or if corporate, has caused this instrument to be signed in its corporate name by its duly authorized officers and its seal to be hereunto affixed by authority of its Board of Directors, the day and year first above written.

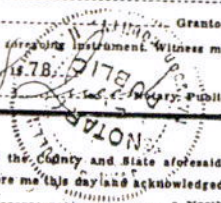
(Corporate Name) _____
BY: _____ (SEAL)
President _____ (SEAL)
ATTEST: _____ (SEAL)
Secretary (Corporate Seal) _____ (SEAL)

USE BLACK INK ONLY

Fred Dewey Francis (SEAL)

SEAL-STAMP

NORTH CAROLINA, COUNTY OF HAYWOOD
I, J. Q. A. N. S. Q. U. E. E. N. a Notary Public of said county do hereby certify that FRED DEWEY FRANCIS (Widower) Grantor, personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal, this 23rd day of June 1978. My commission expires: May 30, 1982.



SEAL-STAMP

NORTH CAROLINA, COUNTY OF _____
I, _____, a Notary Public of the County and State aforesaid, certify that _____ personally came before me this day and acknowledged that _____ he is _____ Secretary of _____ a North Carolina corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its _____ President, sealed with its corporate seal and attested by _____ as its _____ Secretary. Witness my hand and official stamp or seal, this _____ day of _____ 19____. My commission expires: _____ Notary Public

The foregoing Certificate(s) of J. Q. A. N. S. Q. U. E. E. N., a Notary Public of Haywood County,

is/are certified to be correct. This instrument and this certificate are duly registered at the date and time and in the Book and Page shown on the first page hereof.

REGISTER OF DEEDS FOR HAYWOOD COUNTY
By *Charles G. Howell* Deputy/Assistant-Register of Deeds

B

Parcel : 8637-01-5352
Description
146 DAKOTA DR
142 DAKOTA DR
178 DAKOTA DR

Tax Districts
F10 CLYDE FIRE DIST
S01 JUNALUSKA SANITARY DIST

OWNER INFORMATION		PROPERTY FACTORS		SALES INFORMATION	
ACCT: 8189	RAMEY, JACK ONEILL	Topography		Date	Sales Price Vld
Bk/Pg	RAMEY, EMMA LOU	R ROLLING		06/26/78	16,000 Y
298/960	146 DAKOTA DR	Land Mkt Adj	Streets/Roads		
	CLYDE, NC 28721		G GRAVEL		

MISCELLANEOUS INFORMATION		ENTRANCE INFORMATION			VALUE SUMMARY	
Township : 06 CLYDE		Date	Type Source	Appraiser	Assessed	
Current Address : 146 DAKOTA DR		03/24/11	8	RSM	Land	: 50,000
50,000					Bldg	: 82,300
Land Use : 82,300					Tot Appr	: 132,300
Nbrhood : 06R019 OLD CLYDE RD/LEE RD					Defer	: 0
132,300					Net Taxable	: 132,300
Map : 8637.03						
0						
Class : R1 RESIDENTIAL 1						
132,300						

Remarks:
SWMH/PP (JACK ONEIL RAMEY)
SWMH/PP (KRISTINE DALE RAMEY)

--- LAND DATA ---

#	MTH	TYPE	SIZE	GRADE	%ADJ	V A L U E S			
						APPR	DEFER	TAX	
1	A	HP	HOMESITE PRIMARY	1.50		40,500	0	40,500	
2	A	HR	HOMESITE RESIDUA	1.85		9,500	0	9,500	
Total Acres : 3.35						Land Totals	50,000	0	50,000

--- OUTBUILDINGS ---

BLDG#	TYPE	MTH	DESCRIPTION	REMARKS	%COMP	STORIES	AREA	GRD	YEAR EFF YR			TAX VALUE	
									BUILT	BUILT	COND		PHYS
2	MHSP	0	MOBILE HOME SITE PARK	JACK RAMEY MH PARK	100	0.0		2				6,100	
											CARD 1	OUTBUILDING VALUE	6,100

End of Page 1

Parcel : 8637-01-5352 146 DAKOTA DR
Owner : 8189 RAMEY, JACK ONEILL

----- BUILDING DESCRIPTION -----
VAL METHOD : R

SCALE IS 1:152

146 Dakota



03.21.2017 08:44

146 Dakota



03.21.2017 08:44



03.21.2017 08:44



03.21.2017 08:44



RMS, LLC EXCLUSIVE AUTHORIZATION AND RIGHT TO SELL AGREEMENT

To: Laura Holland / Four Seasons Realty Group From: April Lupnitz
 SKEY: 1036254
 Property Address: 146 Dakota Drive, Clyde, NC 28721 Client: RMS-GNMA
 List Price: \$41,000.00
 Listing Start Date: 04/03/2017
 Listing End Date: 07/02/2017

Listing Provided by REO Management Solutions, LLC

Please input your License Number and Name to acknowledge that as an agent for REO Management Solutions, LLC you have read and understand this is to be an Exclusive Authorization and Right to Sell Agreement that supersedes your local listing agreement and that you understand your responsibilities.

1. **TERMS:** RMS employs Brokers as its exclusive agent for the marketing and sale of the above property subject to the right of reservation of any prior Broker. Listing will commence on the date the task has been accepted by the agent for a period not greater than 90 days (3 months). The Listing Agreement may be cancelled at any time, without cause and is subject to RMS-GNMA condition of sale as may be amended from time to time. Broker shall be entitled to commission within 30 days of the expiration or termination of the listing agreement, if Broker has provided seller with a list of names of prospects to whom Broker has shown the property and property closes within 30 days of termination or expiration of listing agreement and Seller has not exclusively listed with another Broker whom seller is obligated to pay commission.

2. **SECURING:** The property must be secure at all times (doors and windows locked). REO Management Solutions, LLC will handle all securing by a designated vendor. All escalated issues regarding the securing of the above property are to be communicated to the Asset Manager immediately.

3. **UTILITIES:** The Agent must confirm that all utilities are off and all outstanding utility bills have been submitted to the Asset Manager. With expressed permission from the Asset Manager, the agent is authorized to connect utilities in their name or if a County Ordinance or HOA requires utilities to be connected. Utility connection during buyer's inspections are at buyer's expense and not to exceed 10 calendar days without approval from the Asset Manager.

4. **WINTERIZATION:** The plumbing system must be winterized during the Fall season. This will be completed by the designated vendor service unless written authorization is given to the listing agent by an REO Management Solutions, LLC employee. Winterizations completed without this approval will not be paid.

5. **REPAIRS:** Repairs are generally not permitted. When repairs are required by the client or State and/or Local authorities, REO Management Solutions, LLC will complete by the designated vendor service or provide written permission of the contractor approved to complete repairs.

6. **BILLING:** REO Management Solutions, LLC will make every effort to reimburse expenses in a timely manner. Please

RMS, LLC EXCLUSIVE AUTHORIZATION AND RIGHT TO SELL AGREEMENT

acknowledge that the normal turn-around time on reimbursable expenses is 10 business days from date of submission to the Asset Manager. Agents should communicate reimbursement timeframes to any vendors authorized to perform repairs and/or replacements. Be advised that all expenses will be paid directly by REO Management Solutions, LLC, including utilities. Any bills/vendors requiring direct payment by Agent/Broker will require both invoices and payment check copies. All invoices must contain a Federal Tax ID# or payment will be denied.

7. **BPOs:** Agents will be required to complete Broker Price Opinion Tasks in REOCentral. BPOs should include time stamped photos, observed and needed repairs and must include the complete address of subject and all comps. Once the property goes under contract the BPO Tasking will be suspended; however, if the sale does not close you will be tasked to submit an updated BPO if appropriate.
8. **MONTHLY STATUS REPORTS (MSR):** MSRs are required to be completed every 30 days in REOCentral and should reflect the most current market activity to include agent and potential buyer feedback. Reports are expected to be submitted timely and should correlate to the information within the most recently submitted BPO.
9. **ADVERTISING:** A "For Sale" sign must be placed on the property and the property advertised in local Multiple Listing Service (MLS) newspapers and magazines. A PDF copy of your MLS must be uploaded into the MLS Task in REOCentral. Never publish lockbox combinations. Use positive comments regarding the property and avoid using (cash only, investor only) verbiage that can potentially dissuade interest from a potential buyer. If you are not a member of the local MLS please notify your Asset Manager immediately.
10. **CLIENT TERMINATION:** In the event the client terminates the listing with REO Management Solutions, LLC, this listing will automatically terminate with the agent/broker.
11. **COMMISSION:** Total Commission is 6% to be equally split between listing/selling. Minimum commission of \$2,000 applies if the total commission payout is \leq \$2,000. The \$2,000 minimum commission is to be equally divided between the listing/selling agents. A commission will be deemed earned and payable from the Seller to the Listing Broker only after the consummation and closing of an offer to purchase and transfer of title.
12. **FIRST LOOK PERIOD:** The property you are marketing may be subject to a 3 or 5 day First Look Period. REO Management Solutions, LLC and our clients employ the initiative to preserve and promote neighborhood values. Upon the expiration of the First Look Period Seller will negotiate offers giving preference to "owner occupants, public entities or a designated partner of a public entity".
13. **OFFERS TO PURCHASE:** All offers are to be uploaded into REOCentral for review and approval. Cash offers require 10% EMD or \$1,000 minimum, whichever is greater and all financed offers require 1% EMD or \$1,000 minimum, whichever is greater. Once the offer is approved the Agent will have 72 hours to upload the STATE PROMULGATED CONTRACT AND APPLICABLE ADDENDUMS. Buyer(s) is required to submit their EMD to the Seller's Title Company within **48 hours** of the Seller executed contract. Earnest Money Deposit is to be made payable to the Seller's Title Company, unless state or local ordinance dictates otherwise. Buyer(s) winning the highest and best must understand that they participated in a highest and best, multiple offers situation and that any requests to the Seller for special concessions, repairs or switch in financing could result in Seller terminating and retaining buyer's EMD.
14. **CONFIDENTIALITY:** If a party (the "Receiving Party") obtains access to Confidential Information (defined below) of the other party (the "Disclosing Party") in connection with this Agreement, the Receiving Party agrees: (a) not to directly or indirectly disclose the Confidential Information to any third party without the Disclosing Party's prior written consent; and (b) to use the Confidential Information only as reasonably necessary to perform its obligations under this Agreement.

RMS, LLC EXCLUSIVE AUTHORIZATION AND RIGHT TO SELL AGREEMENT

15. **TITLE:** Title to the property will be conveyed to the new owner(s) by a Special Warranty Deed.

16. **LITIGATION, MEDIATION AND/OR ARBITRATION:** In any litigation, arbitration, or other proceeding by which one party either seeks to enforce its rights under this Agreement (whether in contract, tort, or both) or seeks a declaration of any rights or obligations under this Agreement, the parties shall bear their own attorney fees, and costs and expenses incurred and the parties hereby waive any right or claim for the award of statutory attorneys' fees, including but not limited to awards pursuant to chapters 37 or 38 of the Texas Civil Practice & Remedies Code. This Agreement and performance hereunder shall be governed by the laws of the State of Texas. Any and all disputes between the parties that cannot be settled by mutual agreement shall be resolved solely and exclusively in the courts located within Harris County, Texas. Both parties consent to the jurisdiction and venue of such courts and irrevocably waive any objections thereto.

17. **CONFLICTS:** Broker represents and warrants to REO Management Solutions, LLC that:

(i) it will not permit any entities or individuals that are affiliated with it or any 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 Agreement without REO Management Solutions, LLC' express, prior, written consent; and,

(ii) it will not permit any entities or individuals that are affiliated with it or any Broker Personnel through familial relationships, equity ownership, debt or credit arrangements, partnership, or any other means that may present a conflict of interest to purchase a Property that is listed with Broker pursuant to this Agreement without REO Management Solutions, LLC' express, prior, written consent.

Without limiting the generality of the foregoing, no offer made by the Listing Broker, Listing Agent or a close relative of either for a Property assigned to the Listing Broker shall be considered.

18. **INDEMNITY:** Broker shall indemnify, hold harmless, and defend REO Management Solutions, LLC, its affiliates, and their respective officers, directors, customers, agents and employees against all claims, liabilities, costs, damages, judgments, suits, actions, losses and expenses, including reasonable attorneys' fees and costs of suit, arising out of or resulting from any third party claim in connection with: (a) allegations that the Services performed or the Materials developed by Broker infringe or violate any Intellectual Property Rights or other proprietary or non-disclosure rights of a third party; (b) Broker's misuse, unauthorized disclosure, or misappropriation of Confidential Information; (c) Broker's negligence, willful misconduct, breach of any representation or warranty under this Agreement, or failure to perform its obligations under this Agreement; (d) any injuries to persons (including death) or damages to property caused by the negligent or willful acts or omissions of Broker or its Subcontractors (except to the extent that such injuries or damages are caused by the negligence or willful misconduct of REO Management Solutions, LLC or any of its employees); (e) any financial arrangements involving the payment of compensation, commissions, brokerage fees, or other charges of any kind to any other brokers, agents, or finders, including cooperating brokers, in connection with the sale of a Property for which Broker has earned compensation under this Agreement; (f) failure to inform cooperating brokers of the terms of this Agreement with respect to the payment of commissions; and (g) any misrepresentation or omission made by Broker regarding a Property. Broker shall not settle any such suit or claim without REO Management Solutions, LLC' prior written consent if such settlement would be adverse to REO Management Solutions, LLC' interest. Broker agrees to pay or reimburse all costs that may be incurred by REO Management Solutions, LLC in enforcing this indemnity, including attorneys' fees.

19. **INDEPENDENT CONTRACTOR:** Broker shall at all times be and act as an independent contractor of REO

RMS, LLC EXCLUSIVE AUTHORIZATION AND RIGHT TO SELL AGREEMENT

Management Solutions, LLC and, as such, no law, agreement or other arrangement that has the effect of conferring benefits upon officers or employees of REO Management Solutions, LLC shall be applicable to Broker or Broker Personnel in connection with the Services. Broker Personnel will be, and will remain at all times, employees or independent contractors of Broker (or Subcontractor, as the case may be) and shall not be deemed to be employees of REO Management Solutions, LLC for any purpose whatsoever. As between REO Management Solutions, LLC and Broker, Broker shall be solely responsible for the safety and supervision of Broker's and Subcontractors' employees and payment of wages, salaries and other amounts due such employees in connection with this Agreement and shall be responsible for all taxes, reports and other obligations respecting employees required by law.

20. **WAIVER:** No failure to contest a breach of a term, provision, or clause of this Agreement shall be deemed to waive or excuse such breach, unless such waiver or consent shall be in writing and executed by a duly authorized representative of the waiving party. Any consent by any party to, or waiver of, a breach by the other, whether express or implied, shall not constitute consent to, waiver of, or excuse for any other different or subsequent breach.

21. **ASSIGNMENT:** Broker may not assign its rights or obligations under this Agreement to any party without the prior written consent of REO Management Solutions, LLC. Without limiting the generality of the foregoing, Broker shall not assign, co-list, or refer any Property Listing to any individual outside of its own organization or delegate to any party the performance of any of the Services under this Agreement without the prior written consent of REO Management Solutions, LLC.

REO Management Solutions, LLC may assign its rights or obligations under this Agreement to any party without the consent of Broker.

This Agreement shall be binding upon and shall inure to the benefit of the successors and permitted assigns of the parties.

The parties do not intend the benefits of this Agreement to inure to any third party, and nothing contained herein shall be construed as creating any right, claim or cause of action in favor of any such third party, against either of the parties hereto.

22. **SEVERABILITY:** If any provision of this Agreement shall be held invalid for any reason, then such provision shall be severed from the remaining provisions of this Agreement and shall not affect the validity or enforceability of the other provisions of this Agreement.

23. **FAIR HOUSING:** The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §3601 *et seq.*), prohibits housing discrimination by real estate firms and homeowners. It is illegal to discriminate against any person because of race, color, religion, sex, handicap, familial status or national origin.

HAVING READ THE FOREGOING, I/we approve, accept, confirm and acknowledge the REO Management Solutions, LLC Exclusive Authorization and Right to Sell Agreement. Broker and agent are responsible for the marketing and management of this property and agree to abide by all federal, state and local ordinances. This agreement shall control typewritten provisions included in the state listing agreement, which may be in conflict therewith.



RMS, LLC EXCLUSIVE AUTHORIZATION AND RIGHT TO SELL AGREEMENT

By accepting the task in REOcentral and typing my Real Estate License Number, it is acknowledged and understood that it constitutes an acceptance of all the terms and conditions contained in this agreement.

I have read, understand, and agree to all the terms, disclosures, and conditions of this agreement.

License: 207613 _____

Signature: Laura Holland _____

LOCKOUT SCHEDULED 03/21/2017- RMS# 1036254_Property Address: 146 Dakota Drive City, State Zip: Clyde, NC 28721

2 messages

Martin Luna <MLuna@rmsnav.com>

Thu, Mar 16, 2017 at 6:40 PM

To: "jhatfield@albertellilaw.com" <jhatfield@albertellilaw.com>

Cc: "lauragetsreal@gmail.com" <lauragetsreal@gmail.com>

This is to acknowledge receipt of lockout instructions for the, 03/21/2017 lockout at 8:30am .

Our preservation company NFN will provide locksmith.

Agent, You are to attend as our representative and to advise of any issues.

Thank You in Advance

Martin Luna

Eviction and Redemption Team Lead



REO Management Solutions, LLC

a Division of Reverse Mortgage Solutions, Inc.

5222 Cypress Creek Parkway, Suite 100 Houston, TX 77069

Office: 281-719-1710

Email: mluna@rmsnav.com

From: Michael Spicer [mailto:mspicer@albertellilaw.com]

Sent: Thursday, March 16, 2017 12:12 PM

To: Eviction Lockouts <EvictionLockouts@rmsnav.com>

Cc: Jessica Hatfield <jhatfield@albertellilaw.com>; 'lauragetsreal@gmail.com' <lauragetsreal@gmail.com>

Subject: LOCKOUT SCHEDULED - RMS# 1036254

Good afternoon,

This email is to notify you that the Haywood County Sheriff has scheduled the Lockout for this matter for March 21, 2017 at 8:30am. Please make sure that an agent is there on your behalf.

If you should have any questions or concerns, please feel free to contact me.

Cordially,

Mike

Michael Spicer
Managing Attorney, NC
Default



205 Regency Executive
Park Drive

Suite 100

Charlotte, NC 28217

Tel: (704) 970-0391

Tel 2: 813-221-4743 x.
1575

Fax: (704) 970-0392

Email:

mspicer@albertellilaw.com

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LauraGetsReal@gmail.com <lauragetsreal@gmail.com>
To: Martin Luna <MLuna@rmsnav.com>

Fri, Mar 17, 2017 at 9:42 AM

Thank you for the notice, I will be there! The locks have already been changed on the main residence. Which locks are going to be changed this time? Is it the single wide on the property?

Laura Holland *e-Pro*
Realtor/Broker/Owner
Four Seasons Realty Group
4752 Pisgah drive

LauraGetsReal@gmail.com <lauragetsreal@gmail.com>
To: Michael Spicer <mspicer@albertellilaw.com>

Thu, Mar 16, 2017 at 2:10 PM

Thank you, I will be there!

Laura Holland *e-Pro*
Realtor/Broker/Owner
Four Seasons Realty Group
4752 Pisgah drive
Canton NC 28716
828 648 2970 / fax 828 333 5529 /cell 828 508 5508
www.LauraGetsReal.com

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[Quoted text hidden]

Marie Oneal <moneal@albertellilaw.com> Tue, Mar 21, 2017 at 1:20 PM
To: Michael Spicer <mspicer@albertellilaw.com>, "EvictionLockouts@rmsnav.com" <EvictionLockouts@rmsnav.com>
Cc: Jessica Hatfield <jhatfield@albertellilaw.com>, "lauragetsreal@gmail.com" <lauragetsreal@gmail.com>

Please provide an update on the eviction thanks



Marie Oneal | Eviction Specialist

O: (813) 221-4743 ext. 2467 **F:** (813) 221-9171

E: moneal@alaw.net |

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Urgent request_Property SKey:1036254 - 146 Dakota Drive, Clyde, NC, 28721

3 messages

Martin Luna <MLuna@rmsnav.com>
To: "lauragetsreal@gmail.com" <lauragetsreal@gmail.com>

Fri, Mar 24, 2017 at 2:04 PM

Clarify what happened at the lockout this morning.?

Martin Luna

Eviction and Redemption Team Lead

**REO Management Solutions, LLC**

a Division of Reverse Mortgage Solutions, Inc.

5222 Cypress Creek Parkway, Suite 100 Houston, TX 77069

Office: 281-719-1710

Email: mluna@rmsnav.com

LauraGetsReal@gmail.com <lauragetsreal@gmail.com>
To: Martin Luna <MLuna@rmsnav.com>

Fri, Mar 24, 2017 at 2:48 PM

The sheriff was there to witness the rekey on 146 Dakota. The lock box is on the front door.

There was minor confusion over the single wide that, according to the tax records is also on the subject property. The new deed shows that a portion was removed from the subject tract and I am currently trying to obtain a survey showing exactly where the new lines are located as there is no online record that I can get a hold of.

I have not yet received it from the surveyor.

The previous owners were notified that they had 7 days to remove any items that they might want so I am going back next week to allow them to retrieve any thing they may want.

Laura Holland e-Pro
Realtor/Broker/Owner
Four Seasons Realty Group
4752 Pisgah drive

Canton NC 28716
828 648 2970 / fax 828 333 5529 /cell 828 508 5508
www.LauraGetsReal.com

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[Quoted text hidden]

LauraGetsReal@gmail.com <lauragetsreal@gmail.com>
To: Martin Luna <MLuna@rmsnav.com>

Mon, Mar 27, 2017 at 9:40 AM

The surveyor has just sent me this plat drawing, it shows where the single wide has been removed from the original lot. This means that it is no longer on the subject property even though the Haywood County Courthouse does not show it on the online records

The lock out is complete and the paperwork matches the deed.

Thank you!

Laura Holland *e-Pro*
Realtor/Broker/Owner
Four Seasons Realty Group
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[Quoted text hidden]

 **146DakotaSurveyNew.pdf**
500K

Property SKey:1036254 - 146 Dakota Drive, Clyde, NC, 28721

2 messages

April Lupnitz <ALupnitz@rmsnav.com>

Mon, Apr 10, 2017 at 3:58 PM

To: "lauragetsreal@gmail.com" <lauragetsreal@gmail.com>

Before we proceed with the offers we need 2 bids for a survey. Please provide 2 bids reflecting the amount and time to deliver.

Thank you,

April Lupnitz

Asset Manager



5222 Cypress Creek Parkway, Ste. 100

Houston, TX 77069

281.719.1738 (direct)

281.719.1605 (fax)

LauraGetsReal@gmail.com <lauragetsreal@gmail.com>

Mon, Apr 10, 2017 at 4:49 PM

To: April Lupnitz <ALupnitz@rmsnav.com>

There has just been a survey, recently recorded at the courthouse. see attached.

It was done to remove a portion of the original tract. I was never informed and that is why the former owners have now issued a legal complaint toward me. There is also a new deed that I was not made aware of either which references this survey.

I was working off of the old deed and aerial view when we went for the eviction and so it caused a world of trouble because I was completely unaware that it had been re-surveyed and a portion had been removed. As soon as I read the new deed I realized what had happened and sent the new deed to Martin Luna on March 24th.

I am, however, now being blamed for almost having them evicted, even though I have asked for assistance in this case and received no new information. I believe that the courthouse might also share blame by not uploading the new information in a timely manner.

See the attached new survey and new deed.

Laura Holland *e-Pro*
Realtor/Broker/Owner
Four Seasons Realty Group
4752 Pisgah drive
Canton NC 28716
828 648 2970 / fax 828 333 5529 /cell 828 508 5508
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[Quoted text hidden]

2 attachments

 **146DakotaSurveyNew.pdf**
500K

 **146DakotaDeed921.640.pdf**
201K

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From: Michael Spicer
Sent: Thursday, March 16, 2017 1:12 PM
To: 'EvictionLockouts@rmsnav.com' <EvictionLockouts@rmsnav.com>
Cc: Jessica Hatfield <jhatfield@albertellilaw.com>; 'lauragetsreal@gmail.com' <lauragetsreal@gmail.com>
Subject: LOCKOUT SCHEDULED - RMS# 1036254

[Quoted text hidden]

Michael Spicer <mspicer@albertellilaw.com> Tue, Mar 21, 2017 at 1:47 PM
To: Marie Oneal <moneal@albertellilaw.com>, "EvictionLockouts@rmsnav.com" <EvictionLockouts@rmsnav.com>
Cc: Jessica Hatfield <jhatfield@albertellilaw.com>, "lauragetsreal@gmail.com" <lauragetsreal@gmail.com>

Good afternoon Marie,

The lockout has been completed, per the Sheriff's Office.

Cordially,

Mike

Michael Spicer
Managing Attorney, NC
Default



205 Regency Executive
Park Drive

Suite 100

Charlotte, NC 28217

Tel: (704) 970-0391

Tel 2: 813-221-4743 x.
1575

Fax: (704) 970-0392

Email:
mspicer@albertellilaw.com

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From: Marie Oneal
Sent: Tuesday, March 21, 2017 1:20 PM
To: Michael Spicer <mspicer@albertellilaw.com>; 'EvictionLockouts@msnav.com' <EvictionLockouts@msnav.com>
Cc: Jessica Hatfield <jhatfield@albertellilaw.com>; 'lauragetsreal@gmail.com' <lauragetsreal@gmail.com>
Subject: RE: LOCKOUT SCHEDULED - RMS# 1036254

[Quoted text hidden]

LauraGetsReal@gmail.com <lauragetsreal@gmail.com>
To: Michael Spicer <mspicer@albertellilaw.com>

Tue, Mar 21, 2017 at 2:05 PM

Good afternoon,

The lock out is complete for 146 Dakota Drive. The lock box is installed on the front door.

Thank you, Laura.

Laura Holland *e-Pro*
Realtor/Broker/Owner
Four Seasons Realty Group
4752 Pisgah drive
Canton NC 28716
828 648 2970 / fax 828 333 5529 /cell 828 508 5508
www.LauraGetsReal.com

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[Quoted text hidden]

Eviction Lockouts <EvictionLockouts@msnav.com> Tue, Mar 21, 2017 at 4:38 PM
To: Michael Spicer <mspicer@albertellilaw.com>, Marie Oneal <moneal@albertellilaw.com>, Eviction Lockouts <EvictionLockouts@msnav.com>
Cc: Jessica Hatfield <jhatfield@albertellilaw.com>, "lauragetsreal@gmail.com" <lauragetsreal@gmail.com>

The 03/21/2017 lockout is completed the property is to be posted for 7 days when expire the close and bill will be sent.

Initial BPO Request - Property #1036254: 146 Dakota Drive, Clyde, NC 28721

3 messages

alupnitz@rmsnav.com <alupnitz@rmsnav.com>
Reply-To: alupnitz@rmsnav.com
To: lauragetsreal@gmail.com

Fri, Jan 13, 2017 at 2:25 PM



To: Laura Holland
From: April Lupnitz
Prop. SKey: 1036254
Due: January 18, 2017

Property Address:
146 Dakota Drive
Clyde, NC 28721

Please submit a Broker Price Opinion (BPO) for this property no later than January 18, 2017. Submit the BPO by logging in to [REOCentral](#), accessing this property and submitting the requested information in the BPO Timeline.

If you have any questions on this request, please call me at [\(281\) 719-1738](tel:2817191738).

Regards,

April Lupnitz
RMS Asset Management Solutions, LLC
a Division of Reverse Mortgage Solutions, Inc.
14405 Walters Road, Ste 200
Houston, TX 77014
Toll free: [1-800-963-4719](tel:18009634719)
Toll free Fax: [1-866-439-7648](tel:18664397648)

LauraGetsReal@gmail.com <lauragetsreal@gmail.com>
To: alupnitz@rmsnav.com

Fri, Jan 13, 2017 at 3:14 PM

Good afternoon,

I will attempt to access this property again. I have been leaving notes on my weekly inspection that the road is impassable due to there being no gravel at all , huge ruts and there are 2 pit bulls who ran me back to my car upon trying to walk to it. If I still cannot access it I will let you know.

TY!

Laura Holland e-Pro
Realtor/Broker/Owner
Four Seasons Realty Group
4752 Pisgah drive
Canton NC 28716
[828 648 2970](tel:8286482970) / [fax 828 333 5529](tel:8283335529) /[cell 828 508 5508](tel:8285085508)
www.LauraGetsReal.com

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1036254 , 146 Dakota Drive

1 message

April Lupnitz <ALupnitz@rmsnav.com>

Tue, Jan 17, 2017 at 2:38 PM

To: "LauraGetsReal@gmail.com" <lauragetsreal@gmail.com>

Cc: Rosalba Gamboa <Rosalba.Gamboa@rmsnav.com>

Rosie,

Per the agent, there is livestock, horses, pigs and pit bulls are still roaming freely on the subject property. I believe this will need a PPE. Please advise.

Thank you,

April Lupnitz

Asset Manager



281.719.1738 (direct)

From: LauraGetsReal@gmail.com [mailto:lauragetsreal@gmail.com]

Sent: Monday, January 16, 2017 9:35 AM

To: April Lupnitz <ALupnitz@rmsnav.com>

Subject: 1036524, 146 Dakota Drive

Good morning April,

I finally managed to borrow a vehicle capable of getting to this home.

The previous owner Mr. Ramey, is currently living below the subject trailer in a single wide, but the livestock, horses, pigs and pit bulls are still roaming freely on the subject property which will make it very difficult for any body who wants to view the home.

I showed him the serial view of the property which shows that the single wide he is living in is actually on the subject property. He argues that he has a survey that removed that portion from the main subject tract and that he has a right to be there.

I was going to go to the courthouse today to see if I could get clarification but of course they are not open today so will go tomorrow.

If you have any records of a portion being taken out of the subject 3.35 acres then please let me know.

Also I am working on the BPO, but I need to be fully aware of what goes with the subject etc., so please assist!

The subject double wide is not livable and there are many issues involved so can I get an extension on the BPO until I have verification

of exactly what is and is not on the subject lot?

I have scheduled Wednesday at 1pm to meet with the appraiser.

Laura Holland *e-Pro*
Realtor/Broker/Owner
Four Seasons Realty Group
4752 Pisgah drive
Canton NC 28716
828 648 2970 / fax 828 333 5529 /cell 828 508 5508

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Laura Holland <lauragetsreal@gmail.com>

Automatic reply: Initial BPO Request - Property #1036254: 146 Dakota Drive, Clyde, NC 28721

1 message

April Lupnitz <ALupnitz@rmsnav.com>

Fri, Jan 13, 2017 at 3:15 PM

To: "LauraGetsReal@gmail.com" <lauragetsreal@gmail.com>

I am out of the office and will return on Monday, January 16. Your email has been forwarded to Nick Herandez and he will address. Please do NOT send Nick a duplicate email.

Thank you,
April Lupnitz

www.ncrec.state.nc.us/pdf/brochures/WorkingwAgents.pdf

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[Quoted text hidden]

April Lupnitz <ALupnitz@rmsnav.com>
To: "LauraGetsReal@gmail.com" <lauragetsreal@gmail.com>

Tue, Jan 17, 2017 at 2:28 PM

I saw your note about the borrower residing on the property and I am trying to obtain a survey or FCL appraisal to determine.

Thank you,

April Lupnitz

Asset Manager



281.719.1738 (direct)

From: LauraGetsReal@gmail.com [mailto:lauragetsreal@gmail.com]
Sent: Friday, January 13, 2017 2:15 PM
To: April Lupnitz <ALupnitz@rmsnav.com>
Subject: Re: Initial BPO Request - Property #1036254: 146 Dakota Drive, Clyde, NC 28721

Good afternoon,

I will attempt to access this property again. I have been leaving notes on my weekly inspection that the road is impassable due to there being no gravel at all , huge ruts and there are 2 pit bulls who ran me back to my car upon trying to walk to it. If I still cannot access it I will let you know.

TY!

Laura Holland *e-Pro*
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On Fri, Jan 13, 2017 at 2:25 PM, <alupnitz@rmsnav.com> wrote:

To: Laura Holland

From: April Lupnitz

Prop. SKey: 1036254

Due: January 18, 2017

Property Address:

146 Dakota Drive
Clyde, NC 28721

Please submit a Broker Price Opinion (BPO) for this property no later than January 18, 2017. Submit the BPO by logging in to REOcentral, accessing this property and submitting the requested information in the BPO Timeline.

If you have any questions on this request, please call me at (281) 719-1738.

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[Quoted text hidden]

LauraGetsReal@gmail.com <lauragetsreal@gmail.com>
To: Martin Luna <MLuna@rmsnav.com>

Mon, Mar 27, 2017 at 9:40 AM

The surveyor has just sent me this plat drawing, it shows where the single wide has been removed from the original lot. This means that it is no longer on the subject property even though the Haywood County Courthouse does not show it on the online records

The lock out is complete and the paperwork matches the deed.

Thank you!

Laura Holland *e-Pro*
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