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Plaintiffs Pro Se

SUPERIOR COURT OF THE STATE OF ARIZONA
IN AND FOR THE COUNTY OF MARICOPA

RONALD OWENS and ELIZABETH
NAYLOR, husband and wife,

Plaintiffs,

v.

SELECT PORTFOLIO SERVICING, INC., a
Utah corporation; U.S. BANK TRUST
COMPANY, NATIONAL ASSOCIATION,
not in its individual capacity but solely as
trustee for COLT 2024-3 MORTGAGE
LOAN TRUST; and LEONARD J.
McDONALD, in his capacity as Successor
Trustee,

Defendants.

No. CV2026-039863

**APPLICATION FOR
TEMPORARY RESTRAINING
ORDER AND PRELIMINARY
INJUNCTION, AND FOR ORDER
TO SHOW CAUSE**

*(Trustee's sale set for September 29,
2026 at 10:00 a.m.)*

**EXPEDITED CONSIDERATION
REQUESTED**

(Assigned _____ to _____ the Hon. _____)

Plaintiffs Ronald Owens and Elizabeth Naylor apply, under A.R.S. § 12-1801, Rule 65 of the Arizona Rules of Civil Procedure, and A.R.S. § 33-811(C), for a temporary restraining order and preliminary injunction enjoining the trustee's sale of their home set for **September 29, 2026 at 10:00 a.m.**, and for an order to show cause why a preliminary injunction should not issue pending trial. The application is supported by the Verified Complaint filed herewith, the Declaration of Elizabeth Naylor, and the exhibits thereto.

Time is of the essence. Under A.R.S. § 33-811(C), Plaintiffs waive all defenses and objections to the sale unless this Court enters an order granting relief before **5:00 p.m. on Monday, September 28, 2026**. See *Zubia v. Shapiro*, 408 P.3d 1248, 1252 (Ariz. 2018) (a person with defenses or objections to a noticed trustee's sale "has one avenue for challenging the sale: filing for injunctive relief"). The recorded Notice of Trustee's Sale recites that requirement in bold capitals.

I. INTRODUCTION

1. Plaintiffs are 80 and 70 years old. They have owned the Property at [REDACTED], Scottsdale, Arizona 85254 (APN 175-25-028) and have never sought to avoid this debt.
2. Mr. Owens has lived with Parkinson's disease for twenty-five years, has survived four cancers, and carries a current Stage IV diagnosis. He has been hospitalized since September 8, 2026, is being treated for pneumonia, and has no discharge date. He will be in hospital or in the care that follows on September 29, 2026, the date Defendants intend to sell the residence adapted for his care and to which he is to return.
3. In April 2025, when Plaintiffs were less than two months delinquent and no trustee's sale had been noticed or scheduled, they sought a loan modification through the Neighborhood Assistance Corporation of America, a HUD-approved housing counseling agency. Select Portfolio Servicing, Inc. ("SPS") refused to open a review and has refused ever since.
4. On September 18, 2026 SPS answered a complaint filed with the Consumer Financial Protection Bureau (Exhibit G). The terms of that answer are set out at Section IV below. SPS has serviced this loan since June 3, 2024.
5. Plaintiffs submitted a complete loss mitigation application on August 21, 2026, thirty-nine days before the scheduled sale. SPS closed it three days later as not raising "an issue with the servicing of your account," then denied it the following day without requesting a single document. 12 C.F.R. § 1024.41(g) prohibits the conduct of a foreclosure sale in those circumstances.
6. Separately, the Notice of Trustee's Sale set this sale for May 26, 2026. It is now set for September 29, 2026. Under A.R.S. § 33-810(B), a noticed sale may be continued only by public declaration made at the time and place last appointed, and only to a date within ninety days. Plaintiffs have asked SPS, the Successor Trustee, his firm and the auctioneer, eight times in writing since September 9, 2026, to identify the date, place and person making each declaration, and to produce the record of it. No party has produced anything.

SPS has described the mechanism twice in writing, in its letter of August 5, 2026 and in its response to the Consumer Financial Protection Bureau of September 18, 2026. It states that a postponement "is done by public declaration only at the time and place appointed for the sale," and that "the auctioneer is required to state the new date and time for the sale."

On that account each continuance was an act performed at a fixed place and hour by an identified person and announced aloud. Plaintiffs asked for its four particulars: the date and time of each declaration, the place at which it was made, the date and time announced, and the name of the person who made it and the party on whose behalf. They asked the Successor Trustee, his firm, the auctioneer and the servicer. None has supplied any of the four.

7. SPS has given the Consumer Financial Protection Bureau two irreconcilable accounts of this account. In May 2025 it wrote that it had "completed a full review of the inquiry and the account," upon an inquiry it captioned "Loss Mitigation." On September 18, 2026 it wrote that it holds "no record of any prior loss mitigation assistance reviews for the account."
8. SPS has produced the Note and Deed of Trust three times as the whole of its authority for refusing a modification. The Note contains no such restriction, and the Deed of Trust provides for modification in several places, among them a section captioned "Avoiding Foreclosure; Mitigating Losses." It has advised Plaintiffs in writing upon two occasions that their obligation had been discharged in bankruptcy, which was untrue when each was written, and has sent at least fifteen letters offering the assistance it declines to consider, the most recent upon September 22, 2026.
9. Plaintiffs have been directed from one Defendant to another and back again. SPS attributes its refusal to the requirements of the Noteholder and supplied an address for it. The Noteholder, U.S. Bank Trust Company, N.A., as trustee for COLT 2024-3, wrote upon June 22, 2026 that it has no role in reviewing, approving or disapproving SPS's loss mitigation decisions, and directed Plaintiffs back to SPS. SPS then directed Plaintiffs to the Successor Trustee, asking upon September 4, 2026 whether they had "reached out to the foreclosure attorney that we have on the file." The Successor Trustee's firm replied upon September

10, 2026 that this “is an SPS file that requires us to let borrower or 3rd party to reach out” to SPS, and upon September 24, 2026 that it has “limited authority” and that Plaintiffs should “contact the loan servicer directly.” ServiceLink Auction, asked for the sale history, replied that it is “only the 3rd party auctioneer” and referred Plaintiffs back to the firm.

On the morning of September 24, 2026, an SPS representative stated on a recorded line that the account is “still in review,” that the sale is “placed on hold because we’re doing the review,” and, asked whether the sale would not proceed if the review were incomplete, answered “Correct.” She did not identify what was under review. No postponement has been recorded and no date has been given, and the Successor Trustee’s published report showed this file as on hold for September 29, 2026 when Plaintiffs inspected it at 5:00 p.m. Mountain Time on Sunday, September 27, 2026.

Every call between Plaintiffs and SPS has been recorded by SPS on its own system, which announces the recording and requires the caller to consent, as Ms. Naylor has done each time. SPS therefore holds its own recording of every call quoted here. Ms. Naylor holds the audio and transcripts, available on request.

Since these papers were first submitted SPS has written three times more, as set out in the Declaration. It has admitted that its foreclosure notices wrongly stated that Plaintiffs’ bankruptcy had been discharged, has declined to produce the call recordings it holds, and has again promised a response within thirty days, which falls after the sale.

10. The route SPS itself identifies is closed. Its response of September 18, 2026 directs Plaintiffs to its Ombudsman Department “to discuss the postponement request.” When Ms. Naylor asked to be transferred there upon September 21, 2026, the representative attempted it and reported that the department was “not taking the call either,” because “unless we have a refinance, a sale, or you’re able to reinstate, they actually can’t transfer a call.” The department named as the route to a postponement will not receive the request unless the borrower has already achieved one of the three outcomes that would make a postponement unnecessary.

The evidence in support is the Verified Complaint, which is sworn, and the Declaration of Elizabeth Naylor and the exhibits to it, filed under Ariz. R. Civ. P. 7.1(a)(4).

II. THE RELIEF SOUGHT

Plaintiffs do not seek to avoid this debt, and do not ask that any part of it be forgiven: not principal, not accrued interest, not fees. Every dollar owed would remain owed, and would be repaid over the remaining term or at maturity. Nor is this an attempt to postpone an inevitable outcome. The first Notice of Trustee's Sale was not recorded until ten months after Plaintiffs first applied, and every request they have made since has been for the same thing.

Plaintiffs seek the modification to which an evaluation conducted according to law would entitle them: a reduction of the interest rate from 8.000 percent, an extension of the maturity date, and deferral of the arrears to the end of the term. SPS described all three in its letter of May 28, 2026 under the heading "Modification" (Exhibit V). On August 31, 2026, Stacia of SPS's Consumer Ombudsman Department proposed the deferral to Ms. Naylor, describing it as going "to the back end of the balance" with no interest accruing, and withdrew it four days later upon an interval she computed from the date of her own telephone call rather than from the date the application was received.

Plaintiffs are able to perform. Household income is \$21,214.70 each month in pension and Social Security benefits, fixed for life, not subject to reduction or garnishment, and continuing in full to the survivor upon the death of either Plaintiff. The contractual payment is \$12,392.05, being 58.4 percent of that income. Each of the three terms sought would reduce that payment, not increase it. Plaintiffs have never asserted an inability to pay the contractual amount. What they cannot do is discharge the arrears in a single payment: the sum required to cure stood at \$24,522.30 when they first applied in April 2025, and stands at \$240,605.29 today. They assert that they were never permitted to be evaluated for the terms upon which they could resume paying it.

12 C.F.R. § 1024.41 entitles Plaintiffs to an evaluation for every loss mitigation option available to them, to a written notice stating the determination as to each, and, where a modification option is denied, to the specific reason for the denial together with the identity of the

owner or assignee and the requirement relied upon. Plaintiffs have received none of the three. SPS has refused the evaluation, issued no determination, and declined for seventeen months to identify the provision it says forbids the relief. This dispute has been continuous since April 2025 and remains unresolved.

Plaintiffs ask that the sale be restrained so that the evaluation 12 C.F.R. § 1024.41(c)(1) requires is conducted, that the determination § 1024.41(c)(1)(ii) requires is issued, and that the record establishing the trustee's authority to sell is produced. Neither can occur after a trustee's deed is recorded, because A.R.S. § 33-811(B) and (C) will by then have foreclosed both questions.

III. LEGAL STANDARD

A party seeking a preliminary injunction must show (1) a strong likelihood of success on the merits, (2) the possibility of irreparable harm if the relief is not granted, (3) that the balance of hardships favors the party seeking injunctive relief, and (4) that public policy favors granting the relief. *Fann v. State*, 251 Ariz. 425, ¶ 16 (2021); *Smith v. Ariz. Citizens Clean Elections Comm'n*, 212 Ariz. 407, 410 ¶ 10 (2006); *TP Racing, L.L.L.P. v. Simms*, 232 Ariz. 489, 495 ¶ 21 (App. 2013); *Shoen v. Shoen*, 167 Ariz. 58, 63, 804 P.2d 787, 792 (App. 1990). Injunctive relief is authorized by A.R.S. § 12-1801, and may issue “to prevent future wrongs that are likely to occur.” *TP Racing*, 232 Ariz. at 495 ¶ 21.

Those factors are weighed upon a sliding scale. A movant may establish “either 1) probable success on the merits and the possibility of irreparable injury; or 2) the presence of serious questions and [that] the balance of hardships tip[s] sharply” in the movant's favor. *Smith v. Ariz. Citizens Clean Elections Comm'n*, 212 Ariz. 407, ¶ 10, 132 P.3d 1187, 1190-91 (2006), quoting *Shoen*, 167 Ariz. at 63. The scale “is not absolute, but sliding,” so a strong showing upon the merits lessens the showing of irreparable harm required, and conversely. *Id.*

The *Shoen* criteria remain the governing standard in this State notwithstanding *Winter v. Natural Resources Defense Council, Inc.*, 555 U.S. 7 (2008). *IB Prop. Holdings, LLC v. Rancho Del Mar Apartments Ltd. P'ship II*, 228 Ariz. 61, 65 (App. 2011). A movant in Arizona need therefore show the possibility of irreparable injury, not that such injury is likely.

The standard for issuing a temporary restraining order is the same as that for a preliminary injunction. *Spears v. Ariz. Bd. of Regents*, 372 F. Supp. 3d 893, 926 (D. Ariz. 2019). Such an order fixes a day upon which the defendant is to appear and show cause why a preliminary injunction should not issue, and continues in force until that hearing. See *Firchau v. Barringer Crater Co.*, 86 Ariz. 215, 344 P.2d 486 (1959). Plaintiffs ask that the order sought here so continue.

IV. LIKELIHOOD OF SUCCESS ON THE MERITS

Plaintiffs advance four independent grounds. The first arises wholly under Arizona law and requires no determination of any federal question. Should the Court take the view that a violation of 12 C.F.R. § 1024.41 sounds in damages under 12 U.S.C. § 2605(f) rather than in equity, the first and fourth grounds stand on their own. The facts supporting each are set out in the Verified Complaint and in the Declaration of Elizabeth Naylor filed herewith.

Plaintiffs anticipate reliance upon *Cooper v. loanDepot.com LLC*, No. CV-26-08177-PCT-KML (D. Ariz. Aug. 26, 2026), in which the court denied a preliminary injunction upon the footing that 12 U.S.C. § 2605(f) authorizes damages rather than injunctive relief. That decision does not answer this application. It is a decision of a federal district court and is not binding upon this Court. It is distinguishable in any event. There the servicer acknowledged the application as complete, evaluated the borrower, and offered a VA 40-Year Modification which the borrower had neither accepted nor rejected; the motion advanced only two theories, being RESPA and an Arizona negligent undertaking; and the court expressly noted that its reasoning did not extend to injunctions granted upon state law grounds.

Plaintiffs do not contend that 12 U.S.C. § 2605(f) is itself a source of equitable relief. Regulation X matters here because it defines obligations SPS has not performed, and because the Deed of Trust adopts them as terms of an Arizona contract. The first ground below arises wholly under A.R.S. §§ 33-807 and 33-810(B); the fourth under that contract; and the fifth under the Fair Housing Act, which expressly authorizes injunctive relief. 42 U.S.C. § 3613(c)(1). Nor were Plaintiffs offered any option; SPS's own personnel could not determine that the August application had been opened.

A. The continuance of the sale under A.R.S. § 33-810(B)

A.R.S. § 33-810(B) permits a noticed sale to be carried forward only “by giving notice of the new date, time and place by public declaration at the time and place last appointed for the sale,” and provides that any new sale date “shall be a fixed date within ninety calendar days of the date of the declaration.” The same subsection requires the trustee, on request, to make available the date and time of the next scheduled sale. The power of sale is conferred by A.R.S. § 33-807 and is exercisable only upon compliance with the conditions the statute prescribes.

At least two declarations were required to carry the sale from the noticed date to September 29, 2026. Plaintiffs have requested the particulars of each upon eight occasions since September 9, 2026, of the Successor Trustee, of his firm, of the auctioneer and of the servicer. Nothing has been produced by any of them. The auctioneer wrote upon September 11, 2026 that it is “unable to send any log entry or summary,” and its representative, searching its records upon the telephone, saw no postponement recorded there. SPS, which has twice described the mechanism in writing, has never stated that it was followed here. The Successor Trustee’s firm has twice confirmed the September 29 date while declining to say how that date was reached.

Either the declarations were made, in which case the record exists within Defendants’ possession, or the date was arrived at by other means, in which case it was not lawfully continued. The record establishing the Successor Trustee’s authority to conduct this sale lies exclusively within Defendants’ control. They have not produced it. A sale conducted upon that footing is irrevocable, and A.R.S. § 33-811(B) will render the question unreviewable upon recording of the deed. That is a serious question going to the merits, and the balance of hardships tips sharply. *Shoen*, 167 Ariz. at 63.

The consequence is not merely evidentiary. A notice of sale carries forward only through the mechanism of A.R.S. § 33-810(B). If that mechanism was not employed, the Notice of Trustee’s Sale recorded February 20, 2026 does not authorize a sale on September 29, 2026; a fresh notice under A.R.S. § 33-808 would be required, and no sale could be held sooner than the ninety-first day after its recording. A sale conducted on September 29 would then be conducted without statutory authority, and the trustee’s deed would recite a compliance that did not occur.

B. The prohibition in 12 C.F.R. § 1024.41(g)

12 C.F.R. § 1024.41(g) provides that where a complete loss mitigation application is received more than thirty-seven days before a foreclosure sale, the servicer “shall not . . . conduct a foreclosure sale” unless it has sent the notice required by § 1024.41(c)(1)(ii) stating that the borrower is not eligible for any option and any appeal period has expired, the borrower has rejected all options offered, or the borrower has failed to perform under an agreement. The application was received thirty-nine days before the sale. None of the three conditions obtains.

The denial of August 25, 2026 does not satisfy the provision. It states ineligibility for “one or more resolution options” and offers an alternate option; a notice in those terms is not a notice of ineligibility for any option, and by its terms cannot be. The application was complete when submitted and, in the alternative, became facially complete within the meaning of 12 C.F.R. § 1024.41(c)(2)(iv), SPS having identified no borrower-controlled information as missing. SPS did not issue the notice of complete application required by § 1024.41(c)(3), and did not evaluate Plaintiffs for the options available to them as § 1024.41(c)(1)(i) requires.

Two answers have been given, and they destroy one another. The first is that Plaintiffs were too late. That is wrong upon the arithmetic: thirty-nine days is more than thirty-seven, and 12 C.F.R. § 1024.41(b)(3) measures the interval from the date the complete application is received, not from the date of a later telephone call. The second is that no review has ever occurred, which is what SPS told the Consumer Financial Protection Bureau on September 18, 2026. Upon that account SPS never applied the thirty-seven day rule at all.

Reliance upon 12 C.F.R. § 1024.41(i) is not available to SPS. That provision excuses a servicer only where it “has previously complied” with § 1024.41 as to a complete application. SPS has stated in writing that it holds no record of any prior review. Nor is the appeal exception available: § 1024.41(g)(1) requires that the appeal process under § 1024.41(h) be inapplicable, and the Official Interpretations provide that an application received when no sale is scheduled is treated as received more than ninety days before any sale. No sale was scheduled in April 2025, and no appeal was ever afforded.

The two statements SPS has made to the same regulator cannot both be accurate, and each is admissible against it as the statement of a party opponent. Ariz. R. Evid. 801(d)(2). If a review was conducted in 2025, SPS owed the notice under § 1024.41(c)(1)(ii), the reason under § 1024.41(d) and the appeal rights under § 1024.41(h), none of which issued. If none was conducted, § 1024.41(i) fails upon its own terms.

C. The Notice of Error and 12 C.F.R. § 1024.35(e)(3)

Errors 1, 2 and 7 of the Notice of Error served September 15, 2026 are asserted under 12 C.F.R. § 1024.35(b)(9) and (b)(10). For errors so asserted, § 1024.35(e)(3)(i)(B) requires a response prior to the date of a foreclosure sale, or within thirty business days of receipt, “whichever is earlier,” and § 1024.35(e)(3)(ii) provides that a servicer “may not extend” that period. The exclusion at § 1024.35(f)(2) reaches only a notice received seven or fewer days before a sale; this notice was received fourteen days before. The saving provision at § 1024.35(i)(2) applies “except as set forth in this section with respect to an assertion of error under paragraph (b) (9) or (10)” of that rule.

The obligation is mandatory and the period cannot be enlarged, so SPS cannot both conduct the sale upon September 29 and comply with it. The Official Interpretations to Regulation X, Supplement I to Part 1024, ¶ 35(e)(3)(i)(B)-1, provide that a servicer unable to comply by the earlier of the sale or the thirty-day period may cancel or postpone the sale and thereby comply by responding before the rescheduled date. SPS has neither responded nor postponed.

D. Breach of the Deed of Trust

The Deed of Trust is an Arizona contract, and its terms condition the exercise of the power of sale. Section 26(b) provides that upon an uncured default the Lender “may invoke the power of sale and any other remedies permitted by Applicable Law.” Section 26(c) requires the Trustee to sell the Property at public auction “at a time permitted by, and in accordance with Applicable Law,” and permits postponement “by public announcement at the time and place of any previously scheduled sale.”

Section 9(b), captioned “Avoiding Foreclosure; Mitigating Losses,” provides that the Lender “may work with Borrower to avoid foreclosure and/or mitigate Lender’s potential losses,

but is not obligated to do so unless required by Applicable Law.” Section (H) defines Applicable Law as “all controlling applicable federal, state, and local statutes, regulations, ordinances, and administrative rules and orders (that have the effect of law).” Section (W) defines RESPA to include “its implementing regulation, Regulation X (12 C.F.R. Part 1024).” Section 17 provides that the instrument “is governed by federal law and the law of the State of Arizona.” Section 22 confers upon the Loan Servicer authority to “perform any other mortgage loan servicing obligations” and to “exercise any rights under the Note, this Security Instrument, and Applicable Law on behalf of Lender.”

U.S. Bank is the party contractually bound by the Deed of Trust, and SPS acts as its authorized servicer and agent in the exercise of the rights it confers, as Section 22 provides and as SPS has itself asserted in writing. It follows that the obligations of 12 C.F.R. § 1024.41 are terms of the instrument, and that compliance with them is a condition of the exercise of the power of sale. A sale held in contravention of § 1024.41(g) is not a sale held “at a time permitted by” Applicable Law, and the power exercised to bring it about is not a remedy “permitted by Applicable Law.” The requirement of a public announcement upon postponement is likewise contractual as well as statutory. This ground does not depend upon whether Regulation X affords injunctive relief; it depends upon the terms of an Arizona contract.

The instruments SPS relies upon contain no provision prohibiting a modification, and SPS has identified none. The obligation to evaluate arises under 12 C.F.R. § 1024.41(c)(1) in any event, and is not conditioned upon the terms of the security instrument.

E. The request for reasonable accommodation

42 U.S.C. § 3604(f)(3)(B) and A.R.S. § 41-1491.19 make it unlawful to refuse to make reasonable accommodations in rules, policies, practices or services when such accommodations may be necessary to afford a person with a handicap equal opportunity to use and enjoy a dwelling. The Department of Housing and Urban Development has identified mortgage servicing and assistance with home loan modification as activities to which those provisions apply.

The request was made in these terms. Mr. Owens's conditions, described above, are physical impairments which substantially limit one or more major life activities. Upon September 12 and again upon September 15, 2026, in writing to SPS at the address it designates, Plaintiffs identified those conditions, stated that he had been hospitalized since September 8, 2026, that he required assistance around the clock, and that he was unable to participate in any decision concerning the Loan. They asked SPS to change one practice: to move the sale date so that the account could be evaluated while he was unable to take part, the residence in question being the single-story dwelling adapted for his care and the one to which he is to be discharged. The accommodation is necessary by reason of the disability because it is the hospitalization and the conditions producing it that prevent his participation. SPS has not granted the request, has not refused it, has sought no further information, and has issued no determination of any kind.

Unlike RESPA, the Fair Housing Act expressly authorizes temporary restraining orders and permanent or temporary injunctions. 42 U.S.C. § 3613(c)(1). This ground is therefore unaffected by the reasoning in *Cooper*.

V. IRREPARABLE INJURY

Harm is irreparable when it is not remediable by damages. *Shoen*, 167 Ariz. at 63, 804 P.2d at 792. Each parcel of real property is unique, and the loss of a home is not compensable in money.

The injury is not only the loss of the Property. A.R.S. § 33-811(B) makes the recitals in a trustee's deed conclusive in favor of a purchaser for value, and § 33-811(C) extinguishes Plaintiffs' defenses altogether absent an order entered before 5:00 p.m. on September 28, 2026. See *Zubia*, 408 P.3d at 1252. If the sale proceeds, the questions this Court is asked to preserve become unreviewable, and the remedy is lost with the house.

The residence has been adapted for Mr. Owens's care. The loss of a residence adapted for his care is not a harm that money restores to a man in Mr. Owens's circumstances.

VI. BALANCE OF HARDSHIPS

The hardship to Defendants is delay. The hardship to Plaintiffs is the loss of their home, of every defense to the sale, and of the residence adapted for a hospitalized man's care. Defendants'

lien is unaffected, and the Property is occupied and insured at Plaintiffs' expense. What Plaintiffs ask of this Court is what Defendants have twice done without being asked, and now say they have done again. The difference is that an order of this Court cannot be withdrawn at an hour's notice without telling anyone.

Plaintiffs are able to perform upon the fixed income set out above. Plaintiffs seek a modification of terms: a rate reduction, an extension of maturity, and deferral of arrears to the end of the term, each of which SPS itself described as a change it might make under the heading "Modification" in its letter of May 28, 2026 (Exhibit V), and one of which Stacia of its Consumer Ombudsman Department offered to Ms. Naylor on August 31, 2026 (Exhibit R) before withdrawing it four days later on a miscounted interval.

VII. PUBLIC POLICY

Regulation X exists to ensure that borrowers are evaluated before their homes are sold, and Arizona's trustee's sale statutes confer the extraordinary power of sale without judicial process upon condition of strict compliance. Public policy is not served by a sale conducted while the servicer declines to say whether it ever evaluated the borrowers, and while no party will produce the record establishing that the sale was lawfully continued.

VIII. SECURITY

Rule 65(c) provides that a temporary restraining order or preliminary injunction issues only if the movant gives security "in an amount that the court considers proper to pay the costs and damages sustained by any party found to have been wrongfully enjoined or restrained." The amount is committed to the sound discretion of the trial court, and that discretion extends to requiring no security at all. Two things follow from the words of the rule. The first is that the sum secured is the loss caused by the restraint and nothing else: not the value of the collateral, not the sums in arrears, not the amount in controversy. The second is that the loss must be one the enjoined party would sustain, which requires Defendants to identify it. They have not been asked to do so because this application is the first occasion upon which security has arisen, and Plaintiffs

anticipate that they will be unable to identify any. Measured against the function the rule prescribes, no security is proper here.

1. There is no loss for security to secure. The injunction restrains a sale. It does not impair the lien, disturb its priority, release the debt, or prevent the accrual of interest, late charges, advances or fees, each of which continues throughout any period of restraint. Defendants' security interest remains unimpaired and their claim grows rather than diminishes with time. A restraint during which Defendants' claim continues to grow does not occasion the loss Rule 65(c) secures.
2. The collateral is preserved at Plaintiffs' expense. The Property is occupied, insured, and its taxes are paid through the escrow account SPS administers. Defendants face no vacancy, no waste, no uninsured casualty and no tax delinquency, and Plaintiffs will continue to maintain it throughout. A bond is not required to protect a collateral position the enjoined party is not paying to maintain.
3. Defendants have twice elected the very delay for which they would now be compensated, continuing this sale from May 26 to July 28, 2026 and again to September 29, 2026 upon their own instruction and without seeking security from anyone. As recently as September 21, 2026 the Successor Trustee's firm described the matter as "on hold at this time by our client SPS." A party in that position cannot contend that a further interval ordered by this Court will occasion it compensable damage.
4. The delay is of Defendants' own making. Had SPS evaluated the application it has held since August 21, 2026 and issued the notice 12 C.F.R. § 1024.41(c)(1)(ii) requires, the matter would have been determined before the sale date and this application would have been unnecessary. A party whose own noncompliance created the need for an injunction should not be secured against the consequences of it.
5. Any loss Defendants could identify is speculative and recoverable. The Property remains subject to the power of sale throughout, and if Defendants prevail the sale proceeds upon a fresh date with the debt grown larger. The costs of re-noticing are modest, chargeable to the

account under the Deed of Trust, and recoverable from the proceeds. Defendants can identify no loss both attributable to the restraint and unrecoverable, which is the only loss a bond secures.

6. Security is not a test of a borrower's capacity to repay, and if it were, Plaintiffs would satisfy it: the fixed income set out above exceeds the contractual monthly payment, and the terms they ask to be evaluated for would reduce that payment. What Plaintiffs are unable to do is convert monthly benefit income into a lump sum held against an injunction, which is a different thing altogether.
7. Mr. Owens is a plaintiff in this action and a borrower upon the Loan. He has been hospitalized since September 8, 2026 and has no discharge date. He cannot attend a hearing, cannot instruct upon the conduct of this application, and cannot take any step to protect his interest in the Property. His statutory right to object to this sale expires at 5:00 p.m. upon September 28, 2026 under A.R.S. § 33-811(C), and will expire while he is in hospital whether or not he is capable of exercising it.
8. Security fixed by reference to the value of the Property, or to the arrears, would bear no relation to any loss the restraint could occasion. Its practical effect would be to condition Mr. Owens's access to this Court, during the only period in which his rights survive, upon the posting of a sum he is in no position to arrange. Rule 65(c) commits the amount to the Court's discretion, and the discretion is not exercised by fixing a figure unrelated to any loss and beyond the reach of a party who cannot act.
9. Plaintiffs' conduct, set out in the introduction above, bears upon the exercise of the Court's discretion. They sought assistance before any sale was noticed, have applied four times, disclosed the dismissal of their bankruptcy rather than allowing SPS to proceed upon a misapprehension in their favor, gave written notice twice before coming to this Court.

Rule 65(c) secures an enjoined party against loss occasioned by the restraint. Defendants sustain no such loss here. A requirement of substantial security would not protect them against anything; it would determine this application before the questions it raises are reached, and would

do so upon the last business day before a sale that extinguishes Plaintiffs' defenses. Plaintiffs request that security be waived.

IX. NOTICE

This application is made on notice, as set out in the Certificate of Notice filed herewith, and Plaintiffs do not ask the Court to proceed without notice under Ariz. R. Civ. P. 65(b)(1). Plaintiffs additionally advised the Successor Trustee's firm in writing on September 21, 2026 that, absent production of the declaration record or written confirmation that the sale would not proceed, application would be made to this Court. Plaintiffs set a deadline of 12:00 p.m. on September 22, 2026 for a response. That hour passed without one. No Defendant has produced the record or confirmed in writing that the sale will not proceed.

Should the Court consider the notice given to be insufficient for any purpose, the Verified Complaint and the Declaration of Elizabeth Naylor set out specific facts showing that immediate and irreparable injury will result before Defendants can be heard in opposition: the sale is set for 10:00 a.m. on September 29, 2026, and upon recording of a trustee's deed A.R.S. § 33-811(B) renders the recitals conclusive in favor of a purchaser for value and A.R.S. § 33-811(C) extinguishes every defense and objection Plaintiffs have. Ariz. R. Civ. P. 65(b)(1).

X. CONCLUSION

Plaintiffs do not ask this Court to determine the merits of their claims upon this application. They ask that the sale be restrained until the questions raised can be determined. If the declarations required by A.R.S. § 33-810(B) were made, Defendants can produce the record. If SPS evaluated the application, it can produce the determination required by § 1024.41(c)(1)(ii). If a provision of the instruments forbids a modification, SPS can identify it. Each of those matters lies within Defendants' control.

What Plaintiffs cannot do is obtain those answers afterwards. Upon recording of a trustee's deed, A.R.S. § 33-811(B) and (C) render the recitals conclusive and extinguish every defense not raised in an action in which relief is granted before 5:00 p.m. on September 28, 2026. The questions would not be resolved. They would be foreclosed.

Absent an order, the Property will be sold upon September 29, 2026 upon a notice no party has shown was lawfully continued, by a servicer which has told a federal regulator that it holds no record of reviewing the account, while Mr. Owens remains in hospital. The restraint sought would occasion Defendants no loss they cannot recover. Its absence would extinguish Plaintiffs' defenses under A.R.S. § 33-811(C) and their interest in the Property.

XI. PRAYER FOR RELIEF

Plaintiffs respectfully request that the Court:

1. Enter a temporary restraining order enjoining Defendants, their officers, agents, employees, attorneys and all persons in active concert with them from conducting, holding, crying or permitting to be conducted the trustee's sale of the Property set for September 29, 2026 at 10:00 a.m., and from recording any trustee's deed in respect of any such sale, pending further order of this Court;
2. Order Defendants to show cause upon a date certain why a preliminary injunction should not issue upon the same terms, and that the temporary restraining order continue in force until the Court has ruled;
3. Order that security under Rule 65(c) be waived;
4. Order Defendants to produce forthwith, and before any sale is conducted, the record of each public declaration, if any, by which the sale noticed for May 26, 2026 was continued, including for each the date and time, the place, the date continued to, and the identity of the person making it and the party on whose behalf, together with all crier's logs, sale sheets, postponement logs, auction reports, recordings and invoices reflecting attendance at the sale upon each such date; and
5. Grant such other relief as the Court deems just.

DATED this 24th day of September, 2026.

/s/ Elizabeth Naylor
Elizabeth Naylor, Plaintiff Pro Se

/s/ Ronald Owens
Ronald Owens, Plaintiff Pro Se

INDEX OF EXHIBITS

Exhibits to the Declaration of Elizabeth Ann Naylor
11440 North 69th Street, Scottsdale, Arizona 85254 | APN 175-25-028 | Trustee's Sale No. 25-08950-SP-AZ

Ex.	Document	Description
A	Notice of Trustee's Sale	Recorded February 20, 2026, Maricopa County Instrument No. 20260099842. Sale set for May 26, 2026.
B	SPS letter of May 12, 2025	Response to CFPB complaint No. 250429-20442264. States SPS "completed a full review of the inquiry and the account" and refuses a loss mitigation resolution review.
C	SPS letter of July 9, 2026	States the account is not eligible for any loss mitigation reviews "per investor guidelines," and that the May 2026 sale "was postponed due to the bankruptcy filing."
D	SPS letter of August 5, 2026	Recites A.R.S. 33-810(B) and states the July 28, 2026 sale is on hold due to the bankruptcy.
E	SPS closure notice of August 24, 2026	States the August 21, 2026 submission "did not raise an issue with the servicing of your account."
F	SPS denial of August 25, 2026	Assistance Ineligibility Notice. States the account is ineligible for "one or more resolution options" and offers "an alternate resolution option."
G	SPS response of September 18, 2026	Response to CFPB complaint No. 260910-38192406. States SPS has "no record of any prior loss mitigation assistance reviews for the account," and restates the public declaration rule.
H	SPS Noteholder Information Notice of September 18, 2026	Identifies U.S. Bank Trust Company, N.A., as trustee for COLT 2024-3, and directs all assistance requests to SPS.
I	SPS mortgage statement of September 14, 2026	Shows reinstatement amount of \$240,605.29, acceleration, and lender-placed hazard insurance charge of \$337.67 posted August 19, 2026.
J	Letter to Leonard J. McDonald, Esq., Successor Trustee	September 9, 2026. Requests the record of each public declaration.
K	Email exchange with Tiffany & Bosco, P.A.	September 10, 2026. Reply addresses the status of the file; the follow-up request is unanswered.
L	Email from ServiceLink Auction	September 11, 2026. Declines to provide any log entry or summary and refers the request to Tiffany & Bosco, P.A.
M	Email to Tiffany & Bosco, P.A. and reply	September 21, 2026. Seventh request for the declaration record; reply states the foreclosure is on hold and again refers to SPS.
N	Email to SPS Ombudsman and relationship manager	September 10, 2026, copied to Tiffany & Bosco, P.A. Requests the declaration record.

O	Letter to SPS	September 12, 2026. Renews the request and seeks a reasonable accommodation for Mr. Owens.
P	Notice of Error and Request for Information	Served on SPS September 15, 2026 by certified mail to SPS's designated address. Twelve errors asserted.
Q	SPS acknowledgment of September 18, 2026	Acknowledges the Notice of Error and states a response will issue within thirty days.
R	Transcript, recorded call with SPS Consumer Ombudsman Department	August 31, 2026. Stacia offers a deferral of the arrears and confirms that no relationship manager has been assigned.
S	Transcript, recorded call with SPS Consumer Ombudsman Department	September 1, 2026. Frida declines review because the sale date is "too close" and states she is unsure the account has ever been reviewed.
T	Transcript, recorded call with SPS	September 4, 2026. Markevius states the foreclosure will not proceed on the 29th.
U	Transcript, recorded call with SPS Consumer Ombudsman Department	September 4, 2026. Stacia withdraws the deferral, states "We don't have 37 or more days," and describes SPS's practice of not opening a review upon receipt of documents.
V	SPS letter of May 28, 2026, form LR040	Lists assistance options including "Modification," which "may include a reduction of your interest rate, a partial payment deferral or an extension to the maturity date," and instructs that a complete application must be submitted at least thirty-seven days before a scheduled sale.

Audio recordings and written transcripts of every telephone communication between Plaintiffs and SPS are held by Plaintiffs and are available to the Court. Also available on request: the Note and Deed of Trust, the Notice of Default dated April 21, 2025, the written demand to SPS's Office of the President dated May 21, 2025 (redaction required before filing), the postponement notices dated May 27 and July 8, 2026, the letter of U.S. Bank Trust Company, N.A. dated June 22, 2026, the complete loss mitigation application submitted August 21, 2026 with the portal screen capture, and the sixty-seven page exhibit volume served with the Notice of Error.

EXHIBIT A

Notice of Trustee's Sale

Recorded February 20, 2026, Maricopa County Instrument No. 20260099842. Sale set for
May 26, 2026.

WHEN RECORDED MAIL TO:

TIFFANY & BOSCO, P.A.
2525 East Camelback Road, Suite 700
Phoenix, Arizona 85016

17
dr.

Title No: 260057860-AZ-VOI

NOTICE OF TRUSTEE'S SALE
File ID. #25-08950-SP-AZ Owens and Sarah Owens

The following legally described trust property will be sold, pursuant to the power of sale under that certain trust deed recorded on 04/26/2024 as Document No. 20240218545 of the Official Records of Maricopa County, AZ. **NOTICE! IF YOU BELIEVE THERE IS A DEFENSE TO THE TRUSTEE SALE OR IF YOU HAVE AN OBJECTION TO THE TRUSTEE SALE, YOU MUST FILE AN ACTION AND OBTAIN A COURT ORDER PURSUANT TO RULE 65, ARIZONA RULES OF CIVIL PROCEDURE, STOPPING THE SALE NO LATER THAN 5:00P.M. MOUNTAIN STANDARD TIME OF THE LAST BUSINESS DAY BEFORE THE SCHEDULED DATE OF THE SALE, OR YOU MAY HAVE WAIVED ANY DEFENSES OR OBJECTIONS TO THE SALE. UNLESS YOU OBTAIN AN ORDER, THE SALE WILL BE FINAL AND WILL OCCUR** at public auction on **May 26, 2026 at 10:00 AM in the Courtyard, by the main entrance of the Superior Court Building, 201 West Jefferson, Phoenix, AZ 85003** and the property will be sold by the Trustee to the highest bidder for cash (in the forms which are lawful tender in the United States and acceptable to the Trustee, payable in accordance with ARS 33-811). The sale shall convey all right, title, and interest conveyed to and now held by it under said Deed of Trust, in the property situated in said County and State and more fully described as:

Lot 27, Desert Estates Unit Fifteen, according to Book 99 of Maps, Page 23, records of Maricopa County, Arizona.

The street address/location of the real property described above is purported to be:


Scottsdale, AZ 85254
Tax Parcel No.: 175-25-028 9

The undersigned Trustee, **Leonard J. McDonald, Attorney at Law**, disclaims any liability for any incorrectness of the street address and other common designation, if any, shown herein.

Said sale will be made in an "as is" condition, but without covenant or warranty, expressed or implied, regarding title, possession or encumbrances, to satisfy the indebtedness secured by said Deed of Trust, advances thereunder, with interest as provided therein, and the unpaid principal balance of the Note secured by said Deed of Trust with interest thereon as proved in said Note, plus fees, charges and expenses of the Trustee and of the trusts created by said Deed of Trust.

(Notice of Sale continued following page)

Page 2 of Notice of Trustee's Sale

File ID: 25-08950-SP-AZ Owens and Sarah Owens

Original Principal Balance: \$1,600,000.00

Original Trustor: Ronald Owens and Elizabeth Naylor, husband and wife and Christian George Alfonso Navarro and Sara Owens, husband and wife, as joint tenants with right of survivorship
[REDACTED] Scottsdale, AZ 85254

Current Beneficiary:

U.S. Bank Trust Company, National Association, not in its individual capacity but solely as trustee for COLT 2024-3 Mortgage Loan Trust
Care of/Service

Select Portfolio Servicing, Inc.
3217 S Decker Lake Drive
Salt Lake City, UT 84119

Current Trustee:

Leonard J. McDonald
2525 East Camelback Road, Suite 700
Phoenix, Arizona 85016
(602) 255-6035

Dated this 19 day of February, 2026

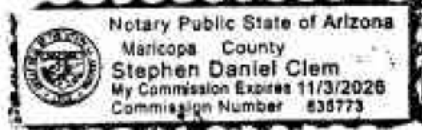

Leonard J. McDonald, Attorney at Law
Trustee/Successor Trustee, is regulated by and qualified per ARS Section 33-803 (A)2 as a member of The Arizona State Bar

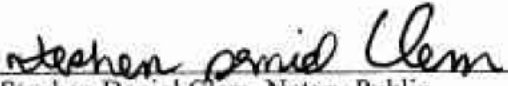
STATE OF ARIZONA
COUNTY OF MARICOPA

Unrecorded Document

On this 19 day of February, 2026 before me, Stephen Daniel Clem, a Notary Public for said State, personally appeared Leonard J. McDonald personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.




Stephen Daniel Clem, Notary Public

If a determination is made that this firm is a debt collector as that term is defined within the Fair Debt Collection Practices Act, then you are notified that this communication is from a debt collector, that this firm is attempting to collect a debt, and that any information obtained will be used for that purpose. Please be advised that if your personal liability for this debt has been modified or extinguished by a discharge in bankruptcy, this communication is provided solely in reference to the enforcement of the security instrument remaining on the property and is not an attempt to collect the discharged personal obligation. The notifications provided herein do not limit or detract from the rights provided for in the security instrument.

NOTICE: If the sale is set aside for any reason, the Purchaser at the sale shall be entitled only to a return of the deposit paid. The Purchaser shall have no further recourse against the Mortgagor, the Mortgagee or the Mortgagee's attorney.

EXHIBIT B

SPS letter of May 12, 2025

Response to CFPB complaint No. 250429-20442264. States SPS “completed a full review of the inquiry and the account” and refuses a loss mitigation resolution review.

May 12, 2025

RONALD OWENS
ELIZABETH NAYLOR
[REDACTED]

SCOTTSDALE, AZ 85254

Account Number: [REDACTED] 1155
File Number: 250429-20442264
Property Address: [REDACTED]
SCOTTSDALE, AZ 85254

Dear RONALD OWENS and ELIZABETH NAYLOR,

Select Portfolio Servicing, Inc. (SPS), the mortgage servicer on the above-referenced account, received the inquiry, which was forwarded to us by the Consumer Financial Protection Bureau (CFPB) on April 29, 2025. In the inquiry, question(s) were raised regarding:

- Loss Mitigation

We have completed a full review of the inquiry and the account. Our response is below. A copy of this letter will be sent to the CFPB.

Loss Mitigation

In the inquiry, you requested loss mitigation assistance, and on May 6, 2025, we received additional documents, which we believe to also be a request for loss mitigation assistance. Unfortunately, the account is currently ineligible for a loss mitigation resolution review. Our records indicate your account originated on April 19, 2024. Servicing was transferred to SPS on June 3, 2024, as the servicer of your account, SPS accepts monthly payments and administers the terms of your enclosed Deed of Trust on behalf of the owner of the enclosed Note. SPS is required to service its accounts according to the requirements of the Noteholder and while SPS is committed to assisting customers, not all circumstances will allow for an available home retention option.

If you have any further questions about the review process, you may contact SPS at the number listed below or visit our website for more information.

Our review has confirmed no error(s) has occurred regarding the concerns raised in the inquiry.

As of the date of this letter, the account is due for March 1, 2025.



[REDACTED]

We appreciate the opportunity to address the issue(s) noted in the inquiry. Please contact our Customer Service Department with any additional questions or concerns. Our toll-free number is 800-258-8602, and representatives are available Monday through Friday between the hours of 8:00 a.m. to 8:00 p.m., and Saturday between the hours of 8:00 a.m. to 3:00 p.m., Eastern Time. The SPS website www.spservicing.com may also be used to access account information, schedule payments, and review loss mitigation status.

Sincerely,

Benjamin Rosenbaum
Customer Advocate

cc: CFPB

Enclosure(s)

Esta carta contiene información importante concerniente a sus derechos. Por favor, traduzca esta carta. Nuestros representantes bilingües están a su disposición para contestar cualquier pregunta. Llámenos al número 800-831-0118 y seleccione/marque la opción 2

This is in response to your request for information

EXHIBIT C

SPS letter of July 9, 2026

States the account is not eligible for any loss mitigation reviews “per investor guidelines,”
and that the May 2026 sale “was postponed due to the bankruptcy filing.”

July 9, 2026

RONALD OWENS
ELIZABETH NAYLOR

SCOTTSDALE, AZ 85254

Account No: [REDACTED] 1155
Property Address: [REDACTED]
SCOTTSDALE, AZ 85254

Dear RONALD OWENS and ELIZABETH NAYLOR,

Select Portfolio Servicing, Inc. (SPS), the mortgage servicer on the above-referenced account, received the inquiries on June 3, 2026, June 9, 2026, June 18, 2026, and June 30, 2026. In the inquiries, question(s) were raised regarding:

- Loss Mitigation
- Foreclosure

SPS is sending this to provide information regarding the lien on the real property referenced above. Our records indicate the obligation has been discharged or is subject to an automatic stay order under the United States Bankruptcy Code. This notice and any enclosed documents are for compliance and informational purposes only and do not constitute a demand for payment or an attempt to collect such obligation. Even though the personal liability on the Note may be discharged or subject to an automatic stay, the terms of the Mortgage remain in effect. The owner of the Mortgage, as lien holder, continues to have a lien on the real property.

We have completed a full review of the inquiries and the account. Our response is below.

Loss Mitigation

In the inquiries, loss mitigation assistance was requested. On May 29, 2026, SPS received correspondence that we believe may be a request for assistance, or you submitted a Request for Mortgage Assistance Form (RMA). Unfortunately, as outlined in the enclosed Assistance Ineligibility Notice, the account is ineligible for one or more resolution options, or it is ineligible for the option you selected on the RMA. Per investor guidelines, the account is not eligible for any loss mitigation reviews. SPS is required to service its accounts according to the requirements of the Noteholder, which may include limitations on modification characteristics.

SPS conducts its reviews in accordance with applicable laws and investor eligibility rules. However, where the inquiries requests information that is either proprietary or confidential, we will not be providing such information.

SPS is confident that the servicing of your loan by SPS has been compliant with all applicable state and federal regulations.

A refinance may be an option to consider. SPS does not originate loans and is not able to provide you with new financing. However, you may seek financing from another company to see if you are able to reach a more beneficial payment.



Foreclosure

In the inquiries, the Notice of Sale was disputed. The foreclosure sale that was set for May 2026 was postponed due to the bankruptcy filing.

Please note there is no issue with the Notice of Sale, as there is no statutory requirement for a written postponement notification in Arizona. ARS 33 810 (B) makes it clear that a postponement is done by public declaration only at the time and place appointed for the sale. Meaning, if there is a sale this morning and SPS directs me to postpone it for 30 days. The only notice of postponement required is an oral declaration at the time of the sale that morning, and the auctioneer is required to state the new date and time for the sale 30 days out. This means there will not be a new Notice of Sale each time a sale is postponed.

If you have any further questions, you may contact SPS at the number below or visit our website for more information.

SPS has reviewed and responded to the inquiries, as discussed above. We have provided all the documentation we relied upon to reach our determination. If a document was not provided, it is because it is privileged or proprietary.

We appreciate the opportunity to address the issue(s) noted in the inquiries. Should any further questions arise, please contact our Customer Service Department at 800-258-8802. Representatives are available Monday through Friday 8:00 a.m. to 8:00 p.m., and Saturday between 8:00 a.m. to 3:00 p.m., Eastern Time. The SPS website www.spservicing.com may also be used to access account information, schedule payments, and review loss mitigation status.

Sincerely,

Leah Taloa
Customer Advocate

Enclosure(s)

Esta carta contiene información importante concerniente a sus derechos. Por favor, traduzca esta carta. Nuestros representantes bilingües están a su disposición para contestar cualquier pregunta. Llámenos al número 800-831-0118 y seleccione/marque la opción 2

This is in response to your request for information

EXHIBIT D

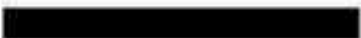
SPS letter of August 5, 2026

Recites A.R.S. 33-810(B) and states the July 28, 2026 sale is on hold due to the bankruptcy.



U. S. BANK
SARAH OWENS NAVARRO
CHRISTIAN GEORGE A NAVARRO
60 LIVINGSTON AVE, STE 400
SAINT PAUL, MN 55107-2292





August 5, 2026

RONALD OWENS
ELIZABETH NAYLOR

SCOTTSDALE, AZ 85254

Account No: [REDACTED] 1155
Property Address: [REDACTED]
SCOTTSDALE, AZ 85254

Dear RONALD OWENS and ELIZABETH NAYLOR,

Select Portfolio Servicing, Inc. (SPS), the mortgage servicer on the above-referenced account, received an inquiry on July 8, 2026. An additional inquiry was received on July 15, 2026, forwarded to us from our client U. S. Bank. In the inquiries, question(s) were raised regarding:

- Foreclosure
- Noteholder
- Loss Mitigation

SPS is sending this to provide information regarding the lien on the real property referenced above. Our records indicate the obligation has been discharged or is subject to an automatic stay order under the United States Bankruptcy Code. This notice and any enclosed documents are for compliance and informational purposes only and do not constitute a demand for payment or an attempt to collect such obligation. Even though the personal liability on the Note may be discharged or subject to an automatic stay, the terms of the Mortgage remain in effect. The owner of the Mortgage, as lien holder, continues to have a lien on the real property.

We have completed a full review of the inquiries and the account. Our response is below. A copy of this letter will be sent to U.S. Bank.

Foreclosure

In the inquiries, you indicated that the foreclosure sale scheduled for July 28, 2026, is not valid. The foreclosure action on the account is currently on hold due to the active bankruptcy plan.

Please note there is no issue with the Notice of Sale, as there is no statutory requirement for a written postponement notification in Arizona. ARS 33 810 (B) makes it clear that a postponement is done by public declaration only at the time and place appointed for the sale. Meaning, if there is a sale this morning and SPS directs the servicer to postpone the sale for 30 days. The only notice of postponement required is an oral declaration at the time of the sale that morning, and the auctioneer is required to state the new date and time for the sale 30 days out.

Noteholder

In the inquiry, you requested clarification regarding the Noteholder's identity. U.S. Bank Trust Company, National Association, not in its individual capacity but solely as trustee for COLT 2024-3 Mortgage Loan Trust is the Noteholder of the account, and SPS is the mortgage servicer. As the mortgage servicer, SPS is authorized to collect all payments and administer the terms of the enclosed Note and Deed of Trust.



Questions or disputes regarding the account and any request for mortgage assistance should be directed to SPS in order to ensure a timely response and resolution. We have enclosed the Noteholder Information Notice for your review.

Loss Mitigation

In the inquiry, you requested loss mitigation assistance. SPS reviewed a Request for Mortgage Assistance (RMA) that was submitted requesting retention assistance options on the account. On June 2, 2026, SPS responded to the inquiry with the enclosed Assistance Ineligibility Notice. Per investor guidelines, the account is not eligible for any loss mitigation reviews. SPS is required to service its accounts according to the requirements of the Noteholder, which may include limitations on modification characteristics. SPS conducts its reviews in accordance with applicable laws and investor eligibility rules. However, where the inquiry requests information that is either proprietary or confidential, we will not be providing such information.

A refinance may be an option to consider. SPS does not originate loans and is not able to provide you with new financing. However, you may seek financing from another company to see if you are able to reach a more beneficial payment.

SPS has reviewed its processes and is confident that the servicing of the account by SPS has been compliant with all applicable state and federal regulations.

If you have any further questions, you may contact SPS at the phone number listed below or visit our website for more information.

Our review has confirmed that no errors have occurred regarding the concerns raised in the inquiries.

SPS has reviewed and responded to the inquiries, as discussed above. We have provided all the documentation we relied upon to reach our determination. If a document was not provided, it is because it is privileged or proprietary.

We appreciate the opportunity to address the issue(s) noted in the inquiries. Should any further questions arise, please contact our Customer Service Department at 800-258-8602. Representatives are available Monday through Friday 8:00 a.m. to 8:00 p.m., and Saturday between 8:00 a.m. to 3:00 p.m., Eastern Time. The SPS website www.spservicing.com may also be used to access account information, schedule payments, and review loss mitigation status.

Sincerely,

Leah Taloa
Customer Advocate

cc: U.S. Bank

Enclosure(s)

Esta carta contiene información importante concerniente a sus derechos. Por favor, traduzca esta carta. Nuestros representantes bilingües están a su disposición para contestar cualquier pregunta. Llámenos al número 800-831-0118 y seleccione/marque la opción 2

This is in response to your request for information

LOAN #: WS240315282
MIN: 1004491-0000013630-4

NOTE

April 19, 2024
[Note Date]

Miami Beach,
[City]

Florida
[State]

11440 N 69TH ST, SCOTTSDALE, AZ 85254
[Property Address]

1. BORROWER'S PROMISE TO PAY

In return for a loan in the amount of U.S. \$1,600,000.00 (the "Principal") that I have received from Foundation Funding Corporation, a Corporation

(the "Lender"), I promise to pay the Principal, plus interest, to the order of the Lender. I will make all payments under this Note in U.S. currency in the form of cash, check, money order, or other payment method accepted by Lender.

I understand that the Lender may transfer this Note. The Lender or anyone who takes this Note by transfer and who is entitled to receive payments under this Note is called the "Note Holder."

2. INTEREST

Interest will be charged on unpaid Principal until the full amount of the Principal has been paid. I will pay interest at a yearly rate of 8.000 %.

The interest rate required by this Section 2 is the rate I will pay both before and after any default described in Section 6(B) of this Note.

3. PAYMENTS

(A) Time and Place of Payments

I will pay principal and interest by making a payment every month. This amount is called my "Monthly Payment."

I will make my Monthly Payment on the 1st day of each month beginning on June 1, 2024. I will make these payments every month until I have paid all of the Principal and interest and any other charges described below that I may owe under this Note. Each Monthly Payment will be applied as of its scheduled due date and will be applied to interest before the Principal. If, on May 1, 2024, I still owe amounts under this Note, I will pay those amounts on that date, which is called the "Maturity Date."

I will make my Monthly Payments at 1680 Michigan Avenue, Suite # 700
Miami Beach, FL 33139

or at a different place if required by the Note Holder.

(B) Amount of Monthly Payments

My Monthly Payment will be in the amount of U.S. \$11,740.23. This payment amount does not include any property taxes, insurance, or other charges that I may be required to pay each month.

4. BORROWER'S RIGHT TO PREPAY

I have the right to make payments of principal at any time before they are due. A payment of principal only is known as a "Prepayment." When I make a Prepayment, I will notify the Note Holder in writing that I am doing so. I may not designate a payment as a Prepayment if I have not made all the Monthly Payments then due under this Note.

I may make a full Prepayment or partial Prepayments without paying a Prepayment charge. The Note Holder will use my Prepayments to reduce the amount of Principal that I owe under this Note. However, the Note Holder may apply my Prepayment to the accrued and unpaid interest on the Prepayment amount, before applying my Prepayment to reduce the Principal amount of the Note. If I make a partial Prepayment, there will be no changes in the due date or in the amount of my Monthly Payment unless the Note Holder agrees in writing to those changes.

MULTISTATE FIXED RATE NOTE - Single Family
Fannie Mae/Freddie Mac UNIFORM INSTRUMENT
ICE Mortgage Technology, Inc.

Form 3200 07/02/21

Page 1 of 3

F3200v21NOTL 0622
F3200NOT (CLS)
04/19/2024 08:48 AM PST



5. LOAN CHARGES

If applicable law sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then (a) any such loan charge will be reduced by the amount necessary to reduce the charge to the permitted limit, and (b) any sums already collected from me that exceeded permitted limits will be refunded to me. The Note Holder may choose to make this refund by reducing the Principal I owe under this Note or by making a direct payment to me. If a refund reduces Principal, the reduction will be treated as a partial Prepayment.

6. BORROWER'S FAILURE TO PAY AS REQUIRED**(A) Late Charges for Overdue Payments**

If the Note Holder has not received the full amount of any Monthly Payment by the end of 15 calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be 5.000 % of my overdue Monthly Payment. I will pay this late charge promptly but only once on each late payment.

(B) Default

If I do not pay the full amount of each Monthly Payment on the date it is due, I will be in default.

(C) Notice of Default

If I am in default, the Note Holder may send me a written notice telling me that if I do not pay the overdue amount by a certain date, the Note Holder may require me to pay immediately the full amount of unpaid Principal, all the interest that I owe on that amount, and other charges due under this Note (the "Default Balance"). That date must be at least 30 days after the date on which the notice is mailed to me or delivered by other means.

(D) No Waiver By Note Holder

If I am in default and the Note Holder does not require me to pay the Default Balance immediately as described above, the Note Holder will still have the right to do so if I continue to be in default or if I am in default at a later time.

(E) Payment of Note Holder's Costs and Expenses

If the Note Holder has required me to pay the Default Balance immediately as described above, the Note Holder will have the right to be paid back by me for all of its costs and expenses in enforcing this Note to the extent not prohibited by applicable law. Those expenses include, for example, reasonable attorneys' fees and costs.

7. GIVING OF NOTICES**(A) Notice to Borrower**

Unless applicable law requires a different method, any notice that must be given to me under this Note will be given by delivering it, or by mailing it by first class mail, to me at the Property Address above or at a different address if I give the Note Holder a notice of my different address. I will promptly notify the Note Holder of any change to my physical address and of any change to my mailing address. Unless applicable law requires otherwise, notice may instead be sent by e-mail or other electronic communication if agreed to by me and the Note Holder in writing and if I have provided the Note Holder with my current e-mail address or other electronic address. If I have agreed with the Note Holder that notice may be given by e-mail or other electronic communication, I will promptly notify the Note Holder of any changes to my e-mail address or other electronic address.

(B) Notice to Note Holder

Any notice that I must give to the Note Holder under this Note will be delivered by first class mail to the Note Holder at the address stated in Section 3(A) above or at a different address if I am given a notice of that different address.

8. OBLIGATIONS OF PERSONS UNDER THIS NOTE

If more than one person signs this Note, each person is fully and personally obligated to keep all of the promises made in this Note, including the promise to pay the full amount owed. Any person who is a guarantor, surety, or endorser of this Note is also obligated to do these things. Any person who takes over these obligations, including the obligations of a guarantor, surety, or endorser of this Note, is also obligated to keep all of the promises made in this Note. The Note Holder may enforce its rights under this Note against each person individually or against all of us together. This means that any one of us may be required to pay all of the amounts owed under this Note.

9. WAIVERS

I and any other person who has obligations under this Note waive the rights of Presentment and Notice of Dishonor. "Presentment" means the right to require the Note Holder to demand payment of amounts due. "Notice of Dishonor" means the right to require the Note Holder to give notice to other persons that amounts due have not been paid.



10. UNIFORM SECURED NOTE

This Note is a uniform instrument with limited variations in some jurisdictions. In addition to the protections given to the Note Holder under this Note, a Mortgage, Mortgage Deed, Deed of Trust, or Security Deed (the "Security Instrument"), dated the same date as this Note, protects the Note Holder from possible losses that might result if I do not keep the promises that I make in this Note. That Security Instrument also describes how and under what conditions I may be required to make immediate payment of all amounts I owe under this Note. Some of those conditions are described as follows:

If all or any part of the Property or any interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, Lender will not exercise this option if such exercise is prohibited by Applicable Law.

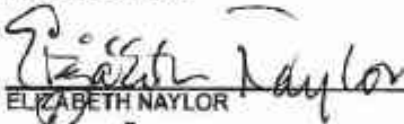
If Lender exercises this option, Lender will give Borrower notice of acceleration. The notice will provide a period of not less than 30 days from the date the notice is given in accordance with Section 16 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to, or upon, the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower and will be entitled to collect all expenses incurred in pursuing such remedies, including, but not limited to: (a) reasonable attorneys fees and costs; (b) property inspection and valuation fees; and (c) other fees incurred to protect Lender's interest in the Property and/or rights under this Security Instrument.

WITNESS THE HAND(S) AND SEAL(S) OF THE UNDERSIGNED.



RONALD OWENS

(Seal)



ELIZABETH NAYLOR

(Seal)



SARAH OWENS NAVARRO

(Seal)



CHRISTIAN GEORGE ALFONSO NAVARRO

(Seal)

[Sign Original Only]

Lender: Foundation Funding Corporation
NMLS ID: 5057
Broker: Ion Mortgage and Lending LLC
NMLS ID: 2477996
Loan Originator: Al Harvey
NMLS ID: 2026910

MULTISTATE FIXED RATE NOTE - Single Family
Fannie Mae/Freddie Mac UNIFORM INSTRUMENT
ICE Mortgage Technology, Inc.

Form 3200 07/2021

Page 3 of 3

F3200v21NOTL 0522
F3200NOT (CLW)
04/19/2024 08:46 AM PST



When recorded, return to:
Sourcepoint
Attn: Foundation/Closing Packages
2330 Commerce Park Dr Suite #2
Palm Bay, FL 32906

Title Order No.: 72409534-024-CSM
Escrow No.: 72409534-024-csm
LOAN #: WS240315282

(Space Above This Line For Recording Data)

DEED OF TRUST
RESIDENTIAL 1-4

MIN 1004491-0000013630-4

MERS PHONE #: 1-888-679-6377

DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined under the caption TRANSFER OF RIGHTS IN THE PROPERTY and in Sections 3, 4, 10, 11, 12, 16, 19, 24, and 25. Certain rules regarding the usage of words used in this document are also provided in Section 17.

Parties

(A) "Borrower" is: Ronald Owens and Elizabeth Naylor, husband and wife and Christian George Alfonso Navarro and Sara Owens, husband and wife, as joint tenants with right of survivorship

currently residing at: 11440 N 90th Street, Scottsdale, AZ 85261.

Borrower is the trustor under this Security Instrument.

(B) "Lender" is: Foundation Funding Corporation.

Lender is a Corporation,
under the laws of Florida,
Suite # 700, Miami Beach, FL 33139.

organized and existing
Lender's mailing address is: 1600 Michigan Avenue,

The term "Lender" includes any successors and assigns of Lender.

(C) "Trustee" is: First Choice Settlement LLC, Title.

Trustee's mailing address is: 516 Broadhollow Road Ste 308, Melville, NY 11747.

The term "Trustee" includes any substitute/successor Trustee.

(D) "MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns. MERS is the beneficiary under this Security Instrument. MERS is organized and existing under the laws of Delaware and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS.



Documents

(E) "Note" means the promissory note dated April 18, 2024, and signed by each Borrower who is legally obligated for the debt under that promissory note, that is in either (i) paper form, using Borrower's written pen and ink signature, or (ii) electronic form, using Borrower's adopted Electronic Signature in accordance with the UETA or E-SIGN, as applicable. The Note evidences the legal obligation of each Borrower who signed the Note to pay Lender **ONE MILLION SIX HUNDRED THOUSAND AND NO/100** *****

***** Dollars (U.S. \$1,600,000.00) plus interest. Each Borrower who signed the Note has promised to pay this debt in regular monthly payments and to pay the debt in full not later than **May 1, 2054**.

(F) "Riders" means all Riders to this Security Instrument not signed by Borrower, all such Riders are incorporated into and deemed to be a part of this Security Instrument. The following Riders are to be signed by Borrower (check box as applicable):

- | | | |
|--|---|--|
| ☐ Adjustable Rate Rider | ☐ Condominium Rider | ☐ Second Home Rider |
| ☐ 1-4 Family Rider | ☐ Planned Unit Development Rider | ☐ V.A. Rider |
| ☐ Other(s) (specify) | | |

(G) "Security Instrument" means this document, which is dated April 19, 2024, together with all Riders to this document.

Additional Definitions

(H) "Applicable Law" means all controlling applicable federal, state, and local statutes, regulations, ordinances, and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.

(I) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments, and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association, or similar organization.

(J) "Default" means: (i) the failure to pay any Periodic Payment or any other amount secured by this Security Instrument on the date it is due; (ii) a breach of any representation, warranty, covenant, obligation, or agreement in this Security Instrument; (iii) any materially false, misleading, or inaccurate information or statement to Lender provided by Borrower or any persons or entities acting at Borrower's direction or with Borrower's knowledge or consent, or failure to provide Lender with material information in connection with the Loan, as described in Section 8; or (iv) any action or proceeding described in Section 12(a).

(K) "Electronic Fund Transfer" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an automatic terminal, telephone instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone or other electronic device capable of communicating with such financial institution, wire transfers, and automated clearinghouse transfers.

(L) "Electronic Signature" means an "Electronic Signature" as defined in the UETA or E-SIGN, as applicable.

(M) "E-SIGN" means the Electronic Signatures in Global and National Commerce Act (15 U.S.C. § 7001 et seq.), as it may be amended from time to time, or any applicable additional or successor legislation that governs the same subject matter.

(N) "Escrow Items" means: (i) taxes and assessments and other items that can attain priority over this Security Instrument as a lien or encumbrance on the Property; (ii) leasehold payments or ground rents on the Property, if any; (iii) premiums for any and all insurance required by Lender under Section 5; (iv) Mortgage Insurance premiums, if any, or any sums payable by Borrower to Lender in lieu of the payment of Mortgage Insurance premiums in accordance with the provisions of Section 11; and (v) Community Association Dues, Fees, and Assessments if Lender requires that they be escrowed beginning at Loan closing or at any time during the Loan term.

(O) "Loan" means the debt obligation evidenced by the Note, plus interest, any prepayment charges, costs, expenses, and late charges due under the Note, and all sums due under this Security Instrument, plus interest.

(P) "Loan Servicer" means the entity that has the contractual right to receive Borrower's Periodic Payments and any other payments made by Borrower, and administers the loan on behalf of Lender. Loan Servicer does not include a sub-servicer, which is an entity that may service the Loan on behalf of the Loan Servicer.

(Q) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.

(R) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or Default on, the Loan.

(S) "Partial Payment" means any payment by Borrower, other than a voluntary prepayment permitted under the Note, which is less than a full outstanding Periodic Payment.

(T) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 9.

(U) "Property" means the property described below under the heading "TRANSFER OF RIGHTS IN THE PROPERTY."

(V) "Rents" means all amounts received by or due Borrower in connection with the lease, use, and/or occupancy of the Property by a party other than Borrower.

(W) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. § 2601 et seq.) and its implementing regulation, Regulation X (12 C.F.R. Part 1024), as they may be amended from time to time, or any additional or successor federal legislation or regulation that governs the same subject matter. When used in this Security Instrument, "RESPA" refers to all requirements and restrictions that would apply to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

(X) "Successor in Interest of Borrower" means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

(Y) "UETA" means the Uniform Electronic Transactions Act, as enacted by the jurisdiction in which the Property is located, as it may be amended from time to time, or any applicable additional or successor legislation that governs the same subject matter.



TRANSFER OF RIGHTS IN THE PROPERTY

The beneficiary of this Security Instrument is MERS (solely as nominee for Lender and Lender's successors and assigns) and the successors and assigns of MERS. This Security Instrument secures to Lender (i) the repayment of the Loan, and all renewals, extensions, and modifications of the Note, and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in the County of Maricopa:

SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF AS "EXHIBIT A".
APN #: 175-25-028

which currently has the address of 11440 N 69TH ST, SCOTTSDALE (Street) (City)

Arizona 85254 (Property Address);
(Zip Code)

TOGETHER WITH all the improvements now or subsequently erected on the property, including replacements and additions to the improvements on such property, all property rights, including, without limitation, all easements, appurtenances, royalties, mineral rights, oil or gas rights or profits, water rights, and fixtures now or subsequently a part of the property. All of the foregoing is referred to in this Security Instrument as the "Property." Borrower understands and agrees that MERS holds only legal title to the interests granted by Borrower in this Security Instrument, but, if necessary to comply with law or custom, MERS (as nominee for Lender and Lender's successors and assigns) has the right to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property; and to take any action required of Lender including, but not limited to, releasing and canceling this Security Instrument.

BORROWER REPRESENTS, WARRANTS, COVENANTS, AND AGREES that: (i) Borrower lawfully owns and possesses the Property conveyed in this Security Instrument in fee simple or lawfully has the right to use and occupy the Property under a leasehold estate; (ii) Borrower has the right to grant and convey the Property or Borrower's leasehold interest in the Property; and (iii) the Property is unencumbered, and not subject to any other ownership interest in the Property, except for encumbrances and ownership interests of record. Borrower warrants generally the title in the Property and covenants and agrees to defend the title to the Property against all claims and demands, subject to any encumbrances and ownership interests of record as of Loan closing.

THIS SECURITY INSTRUMENT combines uniform covenants for national use with limited variations and non-uniform covenants that reflect specific Arizona state requirements to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges. Borrower will pay each Periodic Payment when due. Borrower will also pay any prepayment charges and late charges due under the Note, and any other amounts due under this Security Instrument. Payments due under the Note and this Security Instrument must be made in U.S. currency. If any check or other instrument received by Lender as payment under the Note or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check, or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a U.S. federal agency, instrumentality, or entity; or (d) Electronic Fund Transfer.

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 16. Lender may accept or return any Partial Payments in its sole discretion pursuant to Section 2.

Any offset or claim that Borrower may have now or in the future against Lender will not release Borrower from making the full amount of all payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

2. Acceptance and Application of Payments or Proceeds.

(a) **Acceptance and Application of Partial Payments.** Lender may accept and either apply or hold in suspense Partial Payments in its sole discretion in accordance with the Section 2. Lender is not obligated to accept any Partial Payments or to apply any Partial Payments at the time such payments are accepted, and also is not obligated to pay interest on such unapplied funds. Lender may hold such unapplied funds until Borrower makes payment sufficient to cover a full Periodic Payment, at which time the amount of the full Periodic Payment will be applied to the Loan. If Borrower does not make such a payment within a reasonable period of time, Lender will either apply such funds in accordance with this Section 2 or return them to Borrower. If not applied earlier, Partial Payments will be credited against the total amount due under the Loan in calculating the amount due in connection with any foreclosure proceeding, payoff request, loan modification, or reinstatement. Lender may accept any payment insufficient to bring the Loan current without waiver of any rights under this Security Instrument or prejudice to its rights to refuse such payments in the future.



(b) **Order of Application of Partial Payments and Periodic Payments.** Except as otherwise described in this Section 2, if Lender applies a payment, such payment will be applied to each Periodic Payment in the order in which it became due, beginning with the oldest outstanding Periodic Payment, as follows: first to interest and then to principal due under the Note, and finally to Escrow Items. If all outstanding Periodic Payments then due are paid in full, any payment amounts remaining may be applied to late charges and to any amounts then due under this Security Instrument. If all sums then due under the Note and this Security Instrument are paid in full, any remaining payment amount may be applied, in Lender's sole discretion, to a future Periodic Payment or to reduce the principal balance of the Note.

If Lender receives a payment from Borrower in the amount of one or more Periodic Payments and the amount of any late charge due for a delinquent Periodic Payment, the payment may be applied to the delinquent payment and the late charge. When applying payments, Lender will apply such payments in accordance with Applicable Law.

(c) **Voluntary Prepayments.** Voluntary prepayments will be applied as described in the Note.

(d) **No Change to Payment Schedule.** Any application of payments, insurance proceeds, or Miscellaneous Proceeds to principal due under the Note will not extend or postpone the due date, or change the amount, of the Periodic Payments.

3. Funds for Escrow Items.

(a) **Escrow Requirement; Escrow Items.** Borrower must pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum of money to provide for payment of amounts due for all Escrow Items (the "Funds"). The amount of the Funds required to be paid each month may change during the term of the Loan. Borrower must promptly furnish to Lender all notices or invoices of amounts to be paid under this Section 3.

(b) **Payment of Funds; Waiver.** Borrower must pay Lender the Funds for Escrow Items unless Lender waives this obligation in writing. Lender may waive this obligation for any Escrow Item at any time. In the event of such waiver, Borrower must pay directly, when and where payable, the amounts due for any Escrow Items subject to the waiver. If Lender has waived the requirement to pay Lender the Funds for any or all Escrow Items, Lender may require Borrower to provide proof of direct payment of those items within such time period as Lender may require. Borrower's obligation to make such timely payments and to provide proof of payment is deemed to be a covenant and agreement of Borrower under this Security Instrument. If Borrower is obligated to pay escrow items directly pursuant to a waiver, and Borrower fails to pay timely the amount due for an Escrow Item, Lender may exercise its rights under Section 9 to pay such amount and Borrower will be obligated to repay to Lender any such amount in accordance with Section 9.

Lender may withdraw the waiver as to any or all Escrow Items at any time by giving a notice in accordance with Section 16; upon such withdrawal, Borrower must pay to Lender all Funds for such Escrow Items, and in such amounts, that are then required under this Section 3.

(c) **Amount of Funds; Application of Funds.** Lender may, at any time, collect and hold Funds in an amount up to, but not in excess of, the maximum amount a lender can require under RESPA. Lender will estimate the amount of Funds due in accordance with Applicable Law.

The Funds will be held in an institution whose deposits are insured by a U.S. federal agency, instrumentality, or entity (including Lender, if Lender is an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender will apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender may not charge Borrower for: (i) holding and applying the Funds; (ii) annually analyzing the escrow account; or (iii) verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and Applicable Law permits Lender to make such a charge. Unless Lender and Borrower agree in writing or Applicable Law requires interest to be paid on the Funds, Lender will not be required to pay Borrower any interest or earnings on the Funds. Lender will give to Borrower, without charge, an annual accounting of the Funds as required by RESPA.

(d) **Surplus; Shortage and Deficiency of Funds.** In accordance with RESPA, if there is a surplus of Funds held in escrow, Lender will account to Borrower for such surplus. If Borrower's Periodic Payment is delinquent by more than 30 days, Lender may retain the surplus in the escrow account for the payment of the Escrow Items. If there is a shortage or deficiency of Funds held in escrow, Lender will notify Borrower and Borrower will pay to Lender the amount necessary to make up the shortage or deficiency in accordance with RESPA.

Upon payment in full of all sums secured by this Security Instrument, Lender will promptly refund to Borrower any Funds held by Lender.

4. **Charges; Liens.** Borrower must pay (a) all taxes, assessments, charges, fines, and impositions attributable to the Property which have priority or may attain priority over this Security Instrument, (b) leasehold payments or ground rents on the Property, if any, and (c) Community Association Dues, Fees, and Assessments, if any. If any of these items are Escrow Items, Borrower will pay them in the manner provided in Section 3.

Borrower must promptly discharge any lien that has priority or may attain priority over this Security Instrument unless Borrower: (aa) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, but only so long as Borrower is performing under such agreement; (bb) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which Lender determines, in its sole discretion, operates to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; or (cc) secures from the holder of the lien an agreement satisfactory to Lender that subordinates the lien to this Security Instrument (collectively, the "Required Actions"). If Lender determines that any part of the Property is subject to a lien that has priority or may attain priority over this Security Instrument and Borrower has not taken any of the Required Actions in regard to such lien, Lender may give Borrower a notice identifying the lien. Within 10 days after the date on which that notice is given, Borrower must satisfy the lien or take one or more of the Required Actions.

5. Property Insurance.

(a) **Insurance Requirement; Coverages.** Borrower must keep the improvements now existing or subsequently erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and any other hazards including, but not limited to, earthquakes, winds, and floods, for which Lender requires insurance. Borrower must maintain the types of insurance Lender requires in the amounts (including deductible levels) and for the periods that Lender requires. What Lender requires pursuant to the preceding sentence can change during the term of the Loan, and may exceed any minimum coverage required by Applicable Law. Borrower may choose the insurance carrier providing the insurance, subject to Lender's right to disapprove Borrower's choice, which right will not be exercised unreasonably.

(b) **Failure to Maintain Insurance.** If Lender has a reasonable basis to believe that Borrower has failed to maintain any of the required insurance coverages described above, Lender may obtain insurance coverage, at Lender's option and at Borrower's expense. Unless required by Applicable Law, Lender is under no obligation to advance premiums for, or to seek to reinstate, any prior lapse coverage obtained by Borrower. Lender is under no obligation to purchase any particular type or amount of coverage and may select the provider of such insurance in its sole discretion. Before



purchasing such coverage, Lender will notify Borrower if required to do so under Applicable Law. Any such coverage will insure Lender, but might not protect Borrower, Borrower's equity in the Property, or the contents of the Property, against any risk, hazard, or liability and might provide greater or lesser coverage than was previously in effect, but not exceeding the coverage required under Section 5(a). Borrower acknowledges that the cost of the insurance coverage so obtained may significantly exceed the cost of insurance that Borrower could have obtained. Any amounts disbursed by Lender for costs associated with reinstating Borrower's insurance policy or with placing new insurance under this Section 5 will become additional debt of Borrower secured by this Security Instrument. These amounts will bear interest at the Note rate from the date of disbursement and will be payable, with such interest, upon notice from Lender to Borrower requesting payment.

(c) **Insurance Policies.** All insurance policies required by Lender and renewals of such policies: (i) will be subject to Lender's right to disapprove such policies; (ii) must include a standard mortgage clause; and (iii) must name Lender as mortgagee and/or as an additional loss payee. Lender will have the right to hold the policies and renewal certificates. If Lender requires, Borrower will promptly give to Lender proof of paid premiums and renewal notices. If Borrower obtains any form of insurance coverage, not otherwise required by Lender, for damage to, or destruction of, the Property, such policy must include a standard mortgage clause and must name Lender as mortgagee and/or as an additional loss payee.

(d) **Proof of Loss; Application of Proceeds.** In the event of loss, Borrower must give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Any insurance proceeds, whether or not the underlying insurance was required by Lender, will be applied to restoration or repair of the Property. If Lender deems the restoration or repair to be economically feasible and determines that Lender's security will not be lessened by such restoration or repair:

If the Property is to be repaired or restored, Lender will disburse from the insurance proceeds any initial amounts that are necessary to begin the repair or restoration, subject to any restrictions applicable to Lender. During the subsequent repair and restoration period, Lender will have the right to hold such insurance proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction (which may include satisfying Lender's minimum eligibility requirements for persons repairing the Property, including, but not limited to, licensing, bond, and insurance requirements) provided that such inspection must be undertaken promptly. Lender may disburse proceeds for the repair and restoration in a single payment or in a series of progress payments as the work is completed, depending on the size of the repair or restoration, the terms of the repair agreement, and whether Borrower is in Default on the Loan. Lender may make such disbursements directly to Borrower, to the person repairing or restoring the Property, or payable jointly to both. Lender will not be required to pay Borrower any interest or earnings on such insurance proceeds unless Lender and Borrower agree in writing or Applicable Law requires otherwise. Fees for public adjusters, or other third parties, retained by Borrower will not be paid out of the insurance proceeds and will be the sole obligation of Borrower.

If Lender deems the restoration or repair not to be economically feasible or Lender's security would be lessened by such restoration or repair, the insurance proceeds will be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such insurance proceeds will be applied in the order that Partial Payments are applied in Section 2(b).

(e) **Insurance Settlements; Assignment of Proceeds.** If Borrower abandons the Property, Lender may file, negotiate, and settle any available insurance claim and related matters. If Borrower does not respond within 30 days to a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may negotiate and settle the claim. The 30-day period will begin when the notice is given. In either event, or if Lender acquires the Property under Section 9(a) or otherwise, Borrower is unconditionally assigning to Lender (i) Borrower's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Note and this Security Instrument, and (ii) any other of Borrower's rights (other than the right to any refund of unearned premiums paid by Borrower) under all insurance policies covering the Property, to the extent that such rights are applicable to the coverage of the Property. If Lender files, negotiates, or settles a claim, Borrower agrees that any insurance proceeds may be made payable directly to Lender without the need to include Borrower as an additional loss payee. Lender may use the insurance proceeds either to repair or restore the Property (as provided in Section 5(d)) or to pay amounts unpaid under the Note or this Security Instrument, whether or not then due.

6. **Occupancy.** Borrower must occupy, establish, and use the Property as Borrower's principal residence within 60 days after the execution of this Security Instrument and must continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent will not be unreasonably withheld, or unless extenuating circumstances exist that are beyond Borrower's control.

7. **Preservation, Maintenance, and Protection of the Property; Inspections.** Borrower will not destroy, damage, or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Whether or not Borrower is residing in the Property, Borrower must maintain the Property in order to prevent the Property from deteriorating or decreasing in value due to its condition. Unless Lender determines pursuant to Section 5 that repair or restoration is not economically feasible, Borrower will promptly repair the Property if damaged to avoid further deterioration or damage.

If insurance or condemnation proceeds are paid to Lender in connection with damage to, or the taking of, the Property, Borrower will be responsible for repairing or restoring the Property only if Lender has released proceeds for such purposes. Lender may disburse proceeds for the repair and restoration in a single payment or in a series of progress payments as the work is completed, depending on the size of the repair or restoration, the terms of the repair agreement, and whether Borrower is in Default on the Loan. Lender may make such disbursements directly to Borrower, to the person repairing or restoring the Property, or payable jointly to both. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower remains obligated to complete such repair or restoration.

Lender may make reasonable entries upon and inspections of the Property. If Lender has reasonable cause, Lender may inspect the interior of the improvements on the Property. Lender will give Borrower notice at the time of or prior to such an interior inspection specifying such reasonable cause.

8. **Borrower's Loan Application.** Borrower will be in Default if, during the Loan application process, Borrower or any persons or entities acting at Borrower's direction or with Borrower's knowledge or consent gave materially false, misleading, or inaccurate information or statements to Lender (or failed to provide Lender with material information) in connection with the Loan, including, but not limited to, overstating Borrower's income or assets, understating or failing to provide documentation of Borrower's debt obligations and liabilities, and misrepresenting Borrower's occupancy or intended occupancy of the Property as Borrower's principal residence.



9. Protection of Lender's Interest in the Property and Rights Under this Security Instrument.

(a) **Protection of Lender's Interest.** If: (i) Borrower fails to perform the covenants and agreements contained in this Security Instrument; (ii) there is a legal proceeding or government order that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien that has priority or may attain priority over this Security Instrument, or to enforce laws or regulations); or (iii) Lender reasonably believes the Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and/or rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions may include, but are not limited to: (i) paying any sums secured by a lien that has priority or may attain priority over this Security Instrument; (ii) appearing in court; and (iii) paying: (A) reasonable attorneys' fees and costs; (B) property inspection and valuation fees; and (C) other fees incurred for the purpose of protecting Lender's interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, exterior and interior inspections of the Property, entering the Property to make repairs, changing locks, replacing or boarding up doors and windows, draining water from pipes, eliminating building or other code violations or dangerous conditions, and having utilities turned on or off. Although Lender may take action under this Section 9, Lender is not required to do so and is not under any duty or obligation to do so. Lender will not be liable for not taking any or all actions authorized under this Section 9.

(b) **Avoiding Foreclosure; Mitigating Losses.** If Borrower is in Default, Lender may work with Borrower to avoid foreclosure and/or mitigate Lender's potential losses, but is not obligated to do so unless required by Applicable Law. Lender may take reasonable actions to evaluate Borrower for available alternatives to foreclosure, including, but not limited to, obtaining credit reports, title reports, title insurance, property valuations, subordination agreements, and third-party approvals. Borrower authorizes and consents to these actions. Any costs associated with such loss mitigation activities may be paid by Lender and recovered from Borrower as described below in Section 5(c), unless prohibited by Applicable Law.

(c) **Additional Amounts Secured.** Any amounts disbursed by Lender under this Section 9 will become additional debt of Borrower secured by this Security Instrument. These amounts may bear interest at the Note rate from the date of disbursement and will be payable, with such interest, upon notice from Lender to Borrower requesting payment.

(d) **Leasehold Terms.** If the Security Instrument is on a leasehold, Borrower will comply with all the provisions of the lease. Borrower will not surrender the leasehold estate and interests conveyed or terminate or cancel the ground lease. Borrower will not, without the express written consent of Lender, alter or amend the ground lease. If Borrower acquires fee title in the property, the leasehold and the fee title will not merge unless Lender agrees to the merger in writing.

10. Assignment of Rents.

(a) **Assignment of Rents.** If the Property is leased to, used by, or occupied by a third party ("Tenant"), Borrower is unconditionally assigning and transferring to Lender any Rents, regardless of to whom the Rents are payable. Borrower authorizes Lender to collect the Rents, and agrees that each Tenant will pay the Rents to Lender. However, Borrower will receive the Rents until (i) Lender has given Borrower notice of Default pursuant to Section 26, and (ii) Lender has given notice to the Tenant that the Rents are to be paid to Lender. This Section 10 constitutes an absolute assignment and not an assignment for additional security only.

(b) **Notice of Default.** If Lender gives notice of Default to Borrower: (i) all Rents received by Borrower must be held by Borrower as trustee for the benefit of Lender only, to be applied to the sums secured by the Security Instrument; (ii) Lender will be entitled to collect and receive all of the Rents; (iii) Borrower agrees to instruct each Tenant that Tenant is to pay all Rents due and unpaid to Lender upon Lender's written demand in the Tenant's hand; Borrower will ensure that each Tenant pays all Rents due to Lender and will take whatever action is necessary to collect such Rents if not paid to Lender; (iv) unless Applicable Law provides otherwise, all Rents collected by Lender will be applied first to the costs of taking control of and managing the Property and collecting the Rents, including, but not limited to, reasonable attorneys' fees and costs, receiver's fees, premiums on receiver's bonds, repair and maintenance costs, insurance premiums, taxes, assessments, and other charges on the Property, and then to any other sums secured by this Security Instrument; (v) Lender, or any judicially appointed receiver, will be liable to account for only those Rents actually received; and (vi) Lender will be entitled to have a receiver appointed to take possession of and manage the Property and collect the Rents and profits derived from the Property without any showing as to the inadequacy of the Property as security.

(c) **Funds Paid by Lender.** If the Rents are not sufficient to cover the costs of taking control of and managing the Property and of collecting the Rents, any funds paid by Lender for such purposes will become indebtedness of Borrower to Lender secured by this Security Instrument pursuant to Section 9.

(d) **Limitation on Collection of Rents.** Borrower may not collect any of the Rents more than one month in advance of the time when the Rents become due, except for security or similar deposits.

(e) **No Other Assignment of Rents.** Borrower represents, warrants, covenants, and agrees that Borrower has not signed any prior assignment of the Rents, will not make any further assignment of the Rents, and has not performed, and will not perform, any act that could prevent Lender from exercising its rights under this Security Instrument.

(f) **Control and Maintenance of the Property.** Unless required by Applicable Law, Lender, or a receiver appointed under Applicable Law, is not obligated to enter upon, take control of, or maintain the Property before or after giving notice of Default to Borrower. However, Lender, or a receiver appointed under Applicable Law, may do so at any time when Borrower is in Default, subject to Applicable Law.

(g) **Additional Provisions.** Any application of the Rents will not cure or waive any Default or invalidate any other right or remedy of Lender. This Section 10 does not relieve Borrower of Borrower's obligations under Section 6.

This Section 10 will terminate when all the sums secured by this Security Instrument are paid in full.

11. Mortgage Insurance.

(a) **Payment of Premiums; Substitution of Policy; Loss Reserve; Protection of Lender.** If Lender required Mortgage Insurance as a condition of making the Loan, Borrower will pay the premiums required to maintain the Mortgage Insurance in effect. If Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, and (i) the Mortgage Insurance coverage required by Lender ceases for any reason to be available from the mortgage insurer that previously provided such insurance, or (ii) Lender determines in its sole discretion that such mortgage insurer is no longer eligible to provide the Mortgage Insurance coverage required by Lender, Borrower will pay the premiums required to obtain coverage substantially equivalent to the Mortgage Insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the Mortgage Insurance previously in effect, from an alternate mortgage insurer selected by Lender.



If substantially equivalent Mortgage Insurance coverage is not available, Borrower will continue to pay to Lender the amount of the separately designated payments that were due when the insurance coverage ceased to be in effect. Lender will accept, use, and retain these payments as a non-refundable loss reserve in lieu of Mortgage Insurance. Such loss reserve will be non-refundable, even when the Loan is paid in full, and Lender will not be required to pay Borrower any interest or earnings on such loss reserve.

Lender will no longer require loss reserve payments if Mortgage Insurance coverage (in the amount and for the period that Lender requires) provided by an insurer selected by Lender again becomes available, is obtained, and Lender requires separately designated payments toward the premiums for Mortgage Insurance.

If Lender required Mortgage Insurance as a condition of making the Loan and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower will pay the premiums required to maintain Mortgage Insurance in effect, or to provide a non-refundable loss reserve, until Lender's requirement for Mortgage Insurance ends in accordance with any written agreement between Borrower and Lender providing for such termination or until termination is required by Applicable Law. Nothing in this Section 11 affects Borrower's obligation to pay interest at the Note rate.

(b) Mortgage Insurance Agreements. Mortgage Insurance reimburses Lender for certain losses Lender may incur if Borrower does not repay the Loan as agreed. Borrower is not a party to the Mortgage Insurance policy or coverage.

Mortgage insurers evaluate their total risk on all such insurance in force from time to time, and may enter into agreements with other parties that share or modify their risk, or reduce losses. These agreements may require the mortgage insurer to make payments using any source of funds that the mortgage insurer may have available (which may include funds obtained from Mortgage Insurance premiums).

As a result of these agreements, Lender, another insurer, any reinsurer, any other entity, or any affiliate of any of the foregoing, may receive (directly or indirectly) amounts that derive from (or might be characterized as) a portion of Borrower's payments for Mortgage Insurance, in exchange for sharing or modifying the mortgage insurer's risk, or reducing losses. Any such agreements will not: (i) affect the amounts that Borrower has agreed to pay for Mortgage Insurance, or any other terms of the Loan; (ii) increase the amount Borrower will owe for Mortgage Insurance; (iii) entitle Borrower to any refund; or (iv) affect the rights Borrower has, if any, with respect to the Mortgage Insurance under the Homeowners Protection Act of 1998 (12 U.S.C. § 4601 et seq.), as it may be amended from time to time, or any additional or successor federal legislation or regulation that governs the same subject matter ("HPA"). These rights under the HPA may include the right to receive certain disclosures, to request and obtain cancellation of the Mortgage Insurance, to have the Mortgage Insurance terminated automatically, and/or to receive a refund of any Mortgage Insurance premiums that were unearned at the time of such cancellation or termination.

12. Assignment and Application of Miscellaneous Proceeds; Forfeiture.

(a) Assignment of Miscellaneous Proceeds. Borrower is unconditionally assigning the right to receive all Miscellaneous Proceeds to Lender and agrees that such amounts will be paid to Lender.

(b) Application of Miscellaneous Proceeds upon Damage to Property. If the Property is damaged, any Miscellaneous Proceeds will be applied to restoration or repair of the Property. If Lender deems the restoration or repair to be economically feasible and Lender's security will not be lessened by such restoration or repair. During such repair and restoration period, Lender will have the right to hold such Miscellaneous Proceeds until Lender has had an opportunity to inspect the Property to ensure the work has been completed to Lender's satisfaction (which may include satisfying Lender's minimum eligibility requirements for persons repairing the Property, including, but not limited to, licensing, bond, and insurance requirements) provided that such inspection must be undertaken promptly. Lender may pay for the repairs and restoration in a single disbursement or in a series of progress payments as the work is completed, depending on the size of the repair or restoration, the terms of the repair agreement, and whether Borrower is in Default on the Loan. Lender may make such disbursements directly to Borrower, to the person repairing or restoring the Property, or payable jointly to both. Unless Lender and Borrower agree in writing or Applicable Law requires interest to be paid on such Miscellaneous Proceeds, Lender will not be required to pay Borrower any interest or earnings on such Miscellaneous Proceeds. If Lender deems the restoration or repair not to be economically feasible or Lender's security would be lessened by such restoration or repair, the Miscellaneous Proceeds will be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such Miscellaneous Proceeds will be applied in the order that Partial Payments are applied in Section 2(b).

(c) Application of Miscellaneous Proceeds upon Condemnation, Destruction, or Loss in Value of the Property. In the event of a total taking, destruction, or loss in value of the Property, all of the Miscellaneous Proceeds will be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property (each, a "Partial Devaluation") where the fair market value of the Property immediately before the Partial Devaluation is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the Partial Devaluation, a percentage of the Miscellaneous Proceeds will be applied to the sums secured by this Security Instrument unless Borrower and Lender otherwise agree in writing. The amount of the Miscellaneous Proceeds that will be so applied is determined by multiplying the total amount of the Miscellaneous Proceeds by a percentage calculated by taking (i) the total amount of the sums secured immediately before the Partial Devaluation, and dividing it by (ii) the fair market value of the Property immediately before the Partial Devaluation. Any balance of the Miscellaneous Proceeds will be paid to Borrower.

In the event of a Partial Devaluation where the fair market value of the Property immediately before the Partial Devaluation is less than the amount of the sums secured immediately before the Partial Devaluation, all of the Miscellaneous Proceeds will be applied to the sums secured by this Security Instrument, whether or not the sums are then due, unless Borrower and Lender otherwise agree in writing.

(d) Settlement of Claims. Lender is authorized to collect and apply the Miscellaneous Proceeds either to the sums secured by this Security Instrument, whether or not then due, or to restoration or repair of the Property, if Borrower (i) abandons the Property, or (ii) fails to respond to Lender within 30 days after the date Lender notifies Borrower that the Opposing Party (as defined in the next sentence) offers to settle a claim for damages. "Opposing Party" means the third party that owes Borrower the Miscellaneous Proceeds or the party against whom Borrower has a right of action in regard to the Miscellaneous Proceeds.

(e) Proceeding Affecting Lender's Interest in the Property. Borrower will be in Default if any action or proceeding begins, whether civil or criminal, that, in Lender's judgment, could result in forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. Borrower can waive such a Default and, if acceleration has occurred, reinstate as provided in Section 20, by causing the action or proceeding to be dismissed with



a ruling that, in Lender's judgment, precludes foreclosure of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. Borrower is unconditionally assigning to Lender the proceeds of any award or claim for damages that are attributable to the impairment of Lender's interest in the Property, which proceeds will be paid to Lender. All Miscellaneous Proceeds that are not applied to restoration or repair of the Property will be applied in the order that Partial Payments are applied in Section 2(f).

13. Borrower Not Released; Forbearance by Lender Not a Waiver. Borrower or any Successor in Interest of Borrower will not be released from liability under this Security Instrument if Lender extends the time for payment or modifies the amortization of the sums secured by this Security Instrument. Lender will not be required to commence proceedings against any Successor in Interest of Borrower, or to refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument, by reason of any demand made by the original Borrower or any Successors in Interest of Borrower. Any forbearance by Lender in exercising any right or remedy including, without limitation, Lender's acceptance of payments from third persons, entities, or Successors in Interest of Borrower or in amounts less than the amount then due, will not be a waiver of, or preclude the exercise of, any right or remedy by Lender.

14. Joint and Several Liability; Signatories; Successors and Assigns Bound. Borrower's obligations and liability under this Security Instrument will be joint and several. However, any Borrower who signs this Security Instrument but does not sign the Note: (a) signs this Security Instrument to mortgage, grant, and convey such Borrower's interest in the Property under the terms of this Security Instrument; (b) signs this Security Instrument to waive any applicable inchoate rights such as dower and curtesy and any available homestead exemptions; (c) signs this Security Instrument to assign any Miscellaneous Proceeds, Rents, or other earnings from the Property to Lender; (d) is not personally obligated to pay the sums due under the Note or this Security Instrument; and (e) agrees that Lender and any other Borrower can agree to extend, modify, forbear, or make any accommodations with regard to the terms of the Note or this Security Instrument without such Borrower's consent and without affecting such Borrower's obligations under this Security Instrument.

Subject to the provisions of Section 19, any Successor in Interest of Borrower who assumes Borrower's obligations under this Security Instrument in writing, and is approved by Lender, will obtain all of Borrower's rights, obligations, and benefits under this Security Instrument. Borrower will not be released from Borrower's obligations and liability under this Security Instrument unless Lender agrees to such release in writing.

15. Loan Charges.

(a) **Tax and Flood Determination Fees.** Lender may require Borrower to pay (i) a one-time charge for a real estate tax verification and/or reporting service used by Lender in connection with this Loan, and (ii) either (A) a one-time charge for flood zone determination, certification, and tracking services, or (B) a one-time charge for flood zone determination and certification services and subsequent charges each time remappings or similar changes occur that reasonably might affect such determination or certification. Borrower will also be responsible for the payment of any fees imposed by the Federal Emergency Management Agency, or any successor agency, at any time during the Loan term, in connection with any flood zone determinations.

(b) **Default Charges.** If permitted under Applicable Law, Lender may charge Borrower fees for services performed in connection with Borrower's Default to protect Lender's interest in the Property and rights under this Security Instrument including: (i) reasonable attorneys' fees and costs; (ii) property inspection, valuation, mediation, and loss mitigation fees; and (iii) other related fees.

(c) **Permissibility of Fees.** In regard to any other fees, the absence of express authority in this Security Instrument to charge a specific fee to Borrower should not be construed as a prohibition on the charging of such fee. Lender may not charge fees that are expressly prohibited by this Security Instrument or by Applicable Law.

(d) **Savings Clause.** If Applicable Law sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the Loan exceed the permitted limits, then (i) any such loan charge will be reduced by the amount necessary to reduce the charge to the permitted limit, and (ii) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge (whether or not a prepayment charge is provided for under the Note). To the extent permitted by Applicable Law, Borrower's acceptance of any such refund made by direct payment to Borrower will constitute a waiver of any right of action Borrower might have arising out of such overcharge.

16. Notices; Borrower's Physical Address. All notices given by Borrower or Lender in connection with this Security Instrument must be in writing.

(a) **Notices to Borrower.** Unless Applicable Law requires a different method, any written notice to Borrower in connection with this Security Instrument will be deemed to have been given to Borrower when (i) mailed by first class mail, or (ii) actually delivered to Borrower's Notice Address (as defined in Section 16(c) below) if sent by means other than first class mail or Electronic Communication (as defined in Section 16(b) below). Mailing to any non-Borrower will constitute notice to all Borrowers unless Applicable Law expressly requires otherwise. If any notice to Borrower required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

(b) **Electronic Notice to Borrower.** Unless another delivery method is required by Applicable Law, Lender may provide notice to Borrower by e-mail or other electronic communication ("Electronic Communication") if: (i) agreed to by Lender and Borrower in writing; (ii) Borrower has provided Lender with Borrower's e-mail or other electronic address ("Electronic Address"); (iii) Lender provides Borrower with the option to receive notices by first class mail or by other non-Electronic Communication instead of by Electronic Communication; and (iv) Lender otherwise complies with Applicable Law. Any notice to Borrower sent by Electronic Communication in connection with this Security Instrument will be deemed to have been given to Borrower when sent unless Lender becomes aware that such notice is not delivered. If Lender becomes aware that any notice sent by Electronic Communication is not delivered, Lender will resend such communication to Borrower by first class mail or by other non-Electronic Communication. Borrower may withdraw the agreement to receive Electronic Communications from Lender at any time by providing written notice to Lender of Borrower's withdrawal of such agreement.

(c) **Borrower's Notice Address.** The address to which Lender will send Borrower notice ("Notice Address") will be the Property Address unless Borrower has designated a different address by written notice to Lender. If Lender and Borrower have agreed that notice may be given by Electronic Communication, then Borrower may designate an Electronic Address as Notice Address. Borrower will promptly notify Lender of Borrower's change of Notice Address, including any changes to Borrower's Electronic Address if designated as Notice Address. If Lender specifies a procedure for reporting Borrower's change of Notice Address, then Borrower will report a change of Notice Address only through that specified procedure.



(d) **Notices to Lender.** Any notice to Lender will be given by delivering it or by mailing it by first class mail to Lender's address stated in this Security Instrument unless Lender has designated another address (including an Electronic Address) by notice to Borrower. Any notice in connection with this Security Instrument will be deemed to have been given to Lender only when actually received by Lender at Lender's designated address (which may include an Electronic Address). If any notice to Lender required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

(e) **Borrower's Physical Address.** In addition to the designated Notice Address, Borrower will provide Lender with the address where Borrower physically resides, if different from the Property Address, and notify Lender whenever this address changes.

17. Governing Law; Severability; Rules of Construction. This Security Instrument is governed by federal law and the law of the State of Arizona. All rights and obligations contained in this security instrument are subject to any requirements and limitations of Applicable Law. If any provision of this Security Instrument or the Note conflicts with Applicable Law (i) such conflict will not affect other provisions of this Security Instrument or the Note that can be given effect without the conflicting provision, and (ii) such conflicting provision, to the extent possible, will be considered modified to comply with Applicable Law. Applicable Law might explicitly or implicitly allow the parties to agree by contract or it might be silent, but such silence should not be construed as a prohibition against agreement by contract. Any action required under this Security Instrument to be made in accordance with Applicable Law is to be made in accordance with the Applicable Law in effect at the time the action is undertaken.

As used in this Security Instrument: (a) words in the singular will mean and include the plural and vice versa; (b) the word "may" gives sole discretion without any obligation to take any action; (c) any reference to "Section" in this document refers to Sections contained in this Security Instrument unless otherwise noted; and (d) the headings and captions are inserted for convenience of reference and do not define, limit, or describe the scope or intent of this Security Instrument or any particular Section, paragraph, or provision.

18. Borrower's Copy. One Borrower will be given one copy of the Note and of this Security Instrument.

19. Transfer of the Property or a Beneficial Interest in Borrower. For purposes of this section 19 only, "interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract, or escrow agreement, the intent of which is the transfer of title by Borrower to a purchaser at a future date.

If all or any part of the Property or any interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, Lender will not exercise this option if such exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender will give Borrower notice of acceleration. The notice will provide a period of not less than 30 days from the date the notice is given in accordance with Section 16 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to, or upon, the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower and will be entitled to collect all expenses incurred in pursuing such remedies, including, but not limited to: (a) reasonable attorneys' fees and costs; (b) property inspection and valuation fees; and (c) other fees incurred to protect Lender's interest in the Property and/or rights under this Security Instrument.

20. Borrower's Right to Reinstate the Loan after Acceleration. If Borrower meets certain conditions, Borrower will have the right to reinstate the Loan and have enforcement of this Security Instrument discontinued at any time up to the later of (a) five days before any foreclosure sale of the Property, or (b) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate. This right to reinstate will not apply in the case of acceleration under Section 19.

To reinstate the Loan, Borrower must satisfy all of the following conditions: (aa) pay Lender all sums that then would be due under this Security Instrument and the Note as if no acceleration had occurred; (bb) cure any Default of any other covenants or agreements under this Security Instrument or the Note; (cc) pay all expenses incurred in enforcing this Security Instrument or the Note, including, but not limited to: (i) reasonable attorneys' fees and costs; (ii) property inspection and valuation fees; and (iii) other fees incurred to protect Lender's interest in the Property and/or rights under this Security Instrument or the Note; and (dd) take such action as Lender may reasonably require to assure that Lender's interest in the Property and/or rights under this Security Instrument or the Note, and Borrower's obligation to pay the sums secured by this Security Instrument or the Note, will continue unchanged.

Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms, as collected by Lender: (aaa) cash; (bbb) money order; (ccc) certified check, bank check, treasurer's check, or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a U.S. federal agency, instrumentality, or entity; or (ddd) Electronic Fund Transfer. Upon Borrower's reinstatement of the Loan, this Security Instrument and obligations secured by this Security Instrument will remain fully effective as if no acceleration had occurred.

21. Sale of Note. The Note or a partial interest in the Note, together with this Security Instrument, may be sold or otherwise transferred one or more times. Upon such a sale or other transfer, all of Lender's rights and obligations under this Security Instrument will convey to Lender's successors and assigns.

22. Loan Servicer. Lender may take any action permitted under this Security Instrument through the Loan Servicer or another authorized representative, such as a subcontractor. Borrower understands that the Loan Servicer or other authorized representative of Lender has the right and authority to take any such action.

The Loan Servicer may change one or more times during the term of the Note. The Loan Servicer may or may not be the holder of the Note. The Loan Servicer has the right and authority to: (a) collect Periodic Payments and any other amounts due under the Note and this Security Instrument; (b) perform any other mortgage loan servicing obligations; and (c) exercise any rights under the Note, this Security Instrument, and Applicable Law on behalf of Lender. If there is a change of the Loan Servicer, Borrower will be given written notice of the change which will state the name and address of the new Loan Servicer, the address to which payments should be made, and any other information RESPA requires in connection with a notice of transfer of servicing.

23. Notice of Grievance. Until Borrower or Lender has notified the other party (in accordance with Section 16) of an alleged breach and afforded the other party a reasonable period after the giving of such notice to take corrective action, neither Borrower nor Lender may commence, join, or be joined to any judicial action (either as an individual litigant or a member of a class) that (a) arises from the other party's actions pursuant to this Security Instrument or the Note, or (b) alleges that the other party has breached any provision of this Security Instrument or the Note. If Applicable



Law provides a time period that must elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this Section 23. The notice of Default given to Borrower pursuant to Section 26(a) and the notice of acceleration given to Borrower pursuant to Section 26 will be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 23.

24. Hazardous Substances.

(a) **Definitions.** As used in this Section 24: (i) "Environmental Law" means any Applicable Laws where the Property is located that relate to health, safety, or environmental protection; (ii) "Hazardous Substances" include (A) those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Law, and (B) the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, corrosive materials or agents, and radioactive materials; (iii) "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Law; and (iv) an "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.

(b) **Restrictions on Use of Hazardous Substances.** Borrower will not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances, or threaten to release any Hazardous Substances, on or in the Property. Borrower will not do, nor allow anyone else to do, anything affecting the Property that: (i) violates Environmental Law; (ii) creates an Environmental Condition; or (iii) due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects or could adversely affect the value of the Property. The preceding two sentences will not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property (including, but not limited to, hazardous substances in consumer products).

(c) **Notices; Remedial Actions.** Borrower will promptly give Lender written notice of: (i) any investigation, claim, demand, lawsuit, or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge; (ii) any Environmental Condition, including but not limited to, any spill, leaking, discharge, release, or threat of release of any Hazardous Substance; and (iii) any condition caused by the presence, use, or release of a Hazardous Substance that adversely affects the value of the Property. If Borrower learns, or is notified by any governmental or regulatory authority or any private party, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower will promptly take all necessary remedial actions in accordance with Environmental Law. Nothing in this Security Instrument will create any obligation on Lender for an Environmental Cleanup.

(d) **Electronic Note signed with Borrower's Electronic Signature.** If the Note evidencing the debt for this Loan is electronic, Borrower acknowledges and represents to Lender that Borrower: (a) expressly consented and intended to sign the electronic Note using an Electronic Signature adopted by Borrower ("Borrower's Electronic Signature") instead of signing a paper Note with Borrower's written pen and ink signature; (b) did not withdraw Borrower's express consent to sign the electronic Note using Borrower's Electronic Signature; (c) understood that by signing the electronic Note using Borrower's Electronic Signature, Borrower promised to pay the debt evidenced by the electronic Note in accordance with its terms; and (d) signed the electronic Note with Borrower's Electronic Signature with the intent and understanding that by doing so, Borrower promised to pay the debt evidenced by the electronic Note in accordance with its terms.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

25. Acceleration; Remedies.

(a) **Notice of Default.** Lender will give a notice of Default to Borrower prior to acceleration following Borrower's Default, except that such notice of Default will not be sent when Lender exercises its right under Section 19 unless Applicable Law provides otherwise. The notice will specify, in addition to any other information required by Applicable Law: (i) the Default; (ii) the action required to cure the Default; (iii) a date, not less than 30 days (or as otherwise specified by Applicable Law) from the date the notice is given to Borrower, by which the Default must be cured; (iv) that failure to cure the Default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument and sale of the Property; (v) Borrower's right to reinstate after acceleration; and (vi) Borrower's right to bring a court action to deny the existence of a Default or to assert any other defense of Borrower to acceleration and sale.

(b) **Acceleration; Power of Sale; Expenses.** If the Default is not cured on or before the date specified in the notice, Lender may require immediate payment in full of all sums secured by this Security Instrument without further demand and may invoke the power of sale and any other remedies permitted by Applicable Law. Lender will be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 25, including, but not limited to: (i) reasonable attorneys' fees and costs; (ii) property inspection and valuation fees; and (iii) other fees incurred in pursuit of Lender's interest in the Property and/or rights under this Security Instrument unless prohibited by Applicable Law.

(c) **Notice of Sale; Sale of Property.** If Lender invokes the power of sale, Lender will send written notice to Trustee of the occurrence of an event of Default and of Lender's election to cause the Property to be sold. Trustee will record a notice of sale in each county in which any part of the Property is located and will mail copies of the notice as prescribed by Applicable Law to Borrower and to the other required recipients. At a time permitted by, and in accordance with Applicable Law, Trustee, without further demand on Borrower, will sell the Property at public auction to the highest bidder for cash at the time and place designated in the notice of sale. Trustee may postpone sale of the Property by public announcement at the time and place of any previously scheduled sale. Lender or its designee may submit a credit bid and may purchase the Property at any sale.

(d) **Trustee's Deed; Proceeds of Sale.** Trustee will deliver to the purchaser a Trustee's deed conveying the Property without any covenant or warranty, expressed or implied. The recitals in the Trustee's deed will be prima facie evidence of the truth of the statements made in that deed. Trustee will apply the proceeds of the sale in the following order: (i) to all expenses of the sale, including, but not limited to, reasonable Trustee's and attorneys' fees and costs; (ii) to all sums secured by this Security Instrument; and (iii) any excess to the parties legally entitled to it or to the county treasurer of the county in which the sale took place.

(e) **Release.** Upon payment of all sums secured by this Security Instrument, Lender will release this Security Instrument. Borrower will pay any reconveyance costs associated with such release. Lender may charge Borrower a fee for releasing this Security Instrument, but only if the fee is paid to a third party for services rendered and the charging of the fee is permitted under Applicable Law.



LOAN #: WS240315282

28. **Substitute Trustee.** Lender may, from time to time, by itself or through the Loan Services, remove Trustee and appoint a successor trustee to any Trustee appointed under this Security Instrument. Without conveyance of the Property, the successor trustee will succeed to all the rights, title, power, and duties conferred upon Trustee in this Security Instrument and by Applicable Law.

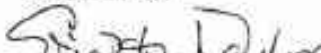
29. **Time of Essence.** Time is of the essence in each covenant of this Security Instrument.

30. **Attorneys' and Others' Fees.** Lender will be entitled to recover its reasonable attorneys' fees and costs and any other fees and costs associated with the enforcement of this Security Instrument, including but not limited to, foreclosure trustee and sheriff's fees and costs in any action or proceeding to construe or enforce any term of this Security Instrument unless prohibited or restricted by Applicable Law. The term "attorneys' fees," whenever used in this Security Instrument, includes without limitation, attorneys' fees incurred by Lender in any bankruptcy or appellate proceeding.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any Rider signed by Borrower and recorded with it.


RONALD OWENS

4-22-24 (Seal)
DATE


ELIZABETH NAYLOR

4-23-24 (Seal)
DATE


SARAH OWENS NAVARRO

4/19/24 (Seal)
DATE


CHRISTIAN GEORGE ALFONSO NAVARRO

4/19/24 (Seal)
DATE

State of ARIZONA

County of MARICOPA

^{25 22nd}
This instrument was acknowledged before me this APRIL-19, 2024 (date) by RONALD OWENS AND ELIZABETH NAYLOR

(Notary Seal)




Notary Public: Dawn Steele

Lender: Foundation Funding Corporation
NMLS ID: 5057
Broker: ian Mortgage and Lending LLC
NMLS ID: 3477996
Loan Originator: Al Marroq
NMLS ID: 2026510



Notary Acknowledgment

State of New York
County of Queens ss.

The foregoing instrument was acknowledged before me this 19th day of April, 2024,
by Sarah Owens Navarro and Christian George Alfonso Navarro.

FRANZ D'ANGELO HIPPIE
Notary Public, State of New York
No. 01935424080
Qualified in Queens County
Commission Expires 12/25/2028

My commission expires: 12/25/2028


NOTARY PUBLIC

THIS NOTARY CERTIFICATE IS TO BE ATTACHED TO: Deed of Trust

Date of Document: April 10, 2024 / Consisting of 11 page

Parties to Document:

Ronald Owens and Elizabeth Naylor and Christian George Alfonso Navarro and Sarah Owens



Exhibit "A"

Lot 27, Desert Estates Unit Fifteen, according to Book 99 of Maps, Page 23, records of Maricopa County, Arizona.



Sign up for paperless delivery
at www.spservicing.com



July 17, 2026

 U. S. BANK
60 LIVINGSTON AVE, STE 400
SAINT PAUL, MN 55107-2292

Account Number:  1155
Property Address: 
SCOTTSDALE, AZ 85254

Dear U. S. BANK:

SPS acknowledges receipt of your correspondence which was received on 07/15/2026 regarding the above referenced account. In your correspondence, you requested information regarding the name of the "owner" of the account, sometimes also referred to as the "investor," "creditor," and/or "note holder."

U.S. Bank Trust Company, National Association, not in its individual capacity but solely as trustee for COLT 2024-3 Mortgage Loan Trust is the owner of the account, and SPS is the servicer of the account. Contact information for the owner of the account is provided below:

Attention: Structured Finance - COLT 2024-3
One Federal Street, 3rd Floor
EX-MA-FED
Boston, MA 02110

The information provided above is based upon a review of our records as of the date of this letter. Account ownership status may change from time to time.

As the servicer, SPS is authorized to collect all payments and administer the terms of the note and security instrument. Questions or disputes regarding the account and any requests for assistance should be directed to SPS in order to ensure a timely response and resolution.

SPS is committed to home retention and offers many assistance options designed for customers who are experiencing temporary or permanent hardship. These options are offered at no cost to our customers and may include structured repayment plans, modifications, or account settlement alternatives. If you are experiencing a financial hardship, please call us as soon as possible to discuss your situation and the options that may be available to you.

If other items were raised in your correspondence, they will be addressed under separate cover.

If you have any questions or concerns, please contact SPS directly at 800-258-8602. Representatives are available Monday through Friday between the hours of 8 a.m. and 8 p.m., and Saturday from 8 a.m. to 3 p.m., Eastern Time.

Sincerely,

Select Portfolio Servicing, Inc.

Esta carta contiene información importante concerniente a sus derechos. Por favor, traduzca esta carta. Nuestros representantes bilingües están a su disposición para contestar cualquier pregunta. Llámenos al numero 800-831-0118 y seleccione/marque la opción 2.

This information is intended for informational purposes only and is not considered an attempt to collect a debt.



AD111 1078

00325304000019010100

0033441100

AD999 3876

00326081000028111300





June 2, 2026

 RONALD OWENS
ELIZABETH NAYLOR
SCOTTSDALE, AZ 85254

Account Number: [REDACTED] 1155
Property Address: 11440 N 69TH ST
SCOTTSDALE, AZ 85254

Dear Customer(s):

Because our records indicate that your lien may be subject to Bankruptcy, please read the following:

Select Portfolio Servicing, Inc. (SPS), the mortgage servicer on the above referenced account, is sending this to you to provide information regarding the lien on the real property referenced above. Our records indicate that your obligation has either been discharged or is subject to an automatic stay order under the United States Bankruptcy Code. This notice and any enclosed documents are for compliance and informational purposes only and do not constitute a demand for payment or an attempt to collect such obligation. Even though your personal liability on the note may be discharged or subject to an automatic stay, the terms of the mortgage remain in effect, and the owner of the mortgage, as lien holder, continues to have a lien on the real property.

If there is any bankruptcy proceeding pending that includes the subject property, then you may need to obtain Bankruptcy Court approval prior to any refinance or sale of the property. Similarly, you may need Bankruptcy Court approval of any permanent modification of the account.

Please review the enclosed letter regarding your account.

You may contact SPS at 888-818-6032 to discuss the enclosures. SPS representatives are available Monday through Friday between the hours of 8 a.m. and 8 p.m., and Saturday from 8 a.m. to 3 p.m., Eastern Time.

Sincerely,

Select Portfolio Servicing, Inc.

Esta carta contiene información importante concerniente a sus derechos. Por favor, traduzca esta carta. Nuestros representantes bilingües están a su disposición para contestar cualquier pregunta. Llámenos al numero 800-831-0118 y seleccione/marque la opción 2.

[REDACTED]

[REDACTED]

CP114 2046

[REDACTED] 1153



June 2, 2026

 RONALD OWENS
ELIZABETH NAYLOR
[REDACTED]
SCOTTSDALE, AZ 85254

Account Number: [REDACTED] 1155
Property Address: [REDACTED]
SCOTTSDALE, AZ 85254

Dear Customer(s):

SPS is sending this to you to provide information regarding the lien on the real property referenced above. Our records indicate that your obligation has either been discharged or is subject to an automatic stay order under the United States Bankruptcy Code. This notice and any enclosed documents are for compliance and informational purposes only and do not constitute a demand for payment or an attempt to collect such obligation. Even though your personal liability on the note may be discharged or subject to an automatic stay, the terms of the mortgage remain in effect and the owner of the mortgage, as lien holder, continues to have a lien on the real property.

SPS has received correspondence that we believe may be a request for assistance, or you submitted a Request for Mortgage Assistance Form (RMA). Unfortunately, the account is ineligible for one or more resolution options or it is ineligible for the option you selected on the RMA.

SPS may be able to help you with an alternate resolution option. Please contact us for details.

Notice of Error or Information Request

If you believe there has been an error with the account or you require additional information, you may send a written Notice of Error or Information Request. All Notices of Error or Information Requests must be sent in writing to the address listed below, as this is our exclusive address under Federal Law for these matters. If you send your correspondence to any other address, it may not be processed in accordance with Federal law.

Select Portfolio Servicing, Inc.
PO Box 65277 Salt Lake City, UT 84165-0277

At SPS, any of our Customer Care Experts can assist you with answers to your questions about the status or history of your account, document requirements, or any of our available loan resolution options. If you have any questions or concerns, please contact SPS. Our toll-free number is 888-818-6032 and representatives are available Monday through Friday between the hours of 8 a.m. and 8 p.m., and Saturday from 8 a.m. to 3 p.m., Eastern Time.

Sincerely,

Select Portfolio Servicing, Inc.

Esta carta contiene información importante concerniente a sus derechos. Por favor, traduzca esta carta. Nuestros representantes bilingües están a su disposición para contestar cualquier pregunta. Llámenos al número 800-831-0118 y selección/marque la opción 2.

This information is intended for informational purposes only and is not considered an attempt to collect a debt.

Federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, or age (provided that the applicant has the capacity to enter into a binding contract); because all or part of the applicant's income derives from any public assistance program; or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act. The federal agencies that administer compliance with this law concerning this creditor is the Bureau of Consumer Financial Protection, 1700 G Street NW., Washington, DC 20552 and Federal Trade Commission, Consumer Response Center, 600 Pennsylvania Avenue NW, Washington, DC 20580.



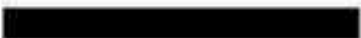


EXHIBIT E

SPS closure notice of August 24, 2026

States the August 21, 2026 submission “did not raise an issue with the servicing of your account.”

August 24, 2026



RONALD OWENS
ELIZABETH NAYLOR
[REDACTED]
SCOTTSDALE, AZ 85254

Customer Name(s): RONALD OWENS
ELIZABETH NAYLOR
Account Number: [REDACTED] 1155
Property Address: [REDACTED]
SCOTTSDALE, AZ 85254

Dear Customer(s):

SPS recently received correspondence from you or your authorized agent regarding the account referenced above. This correspondence was sent to our dedicated Dispute/Inquiry mailbox. Because your letter did not raise an issue with the servicing of your account, we have directed your correspondence to the appropriate department for handling, and we consider this matter closed.

At SPS, any of our Customer Care Experts can assist you with answers to your questions about the status or history of your account, document requirements, or any of our available loan resolution options. If you have any questions or concerns, please contact SPS. Our toll-free number is 800-258-8602 and representatives are available Monday through Friday between the hours of 8 a.m. and 8 p.m., and Saturday from 8 a.m. to 3 p.m., Eastern Time. Monday through Friday between the hours of 8 a.m. and 8 p.m., and Saturday from 8 a.m. to 3 p.m., Eastern Time.

Sincerely,

Select Portfolio Servicing, Inc.

Esta carta contiene información importante concerniente a sus derechos. Por favor, traduzca esta carta. Nuestros representantes bilingües están a su disposición para contestar cualquier pregunta. Llámenos al número 800-831-0118 y seleccione/marque la opción 2.

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EXHIBIT F

SPS denial of August 25, 2026

Assistance Ineligibility Notice. States the account is ineligible for "one or more resolution options" and offers "an alternate resolution option."

August 25, 2026

 **RONALD OWENS
ELIZABETH NAYLOR**
[REDACTED]
SCOTTSDALE, AZ 85254

Account Number: [REDACTED] 1155
Property Address: [REDACTED]
SCOTTSDALE, AZ 85254

Dear Customer(s):

Because our records indicate that your lien may be subject to Bankruptcy, please read the following:

Select Portfolio Servicing, Inc. (SPS), the mortgage servicer on the above referenced account, is sending this to you to provide information regarding the lien on the real property referenced above. Our records indicate that your obligation has either been discharged or is subject to an automatic stay order under the United States Bankruptcy Code. This notice and any enclosed documents are for compliance and informational purposes only and do not constitute a demand for payment or an attempt to collect such obligation. Even though your personal liability on the note may be discharged or subject to an automatic stay, the terms of the mortgage remain in effect, and the owner of the mortgage, as lien holder, continues to have a lien on the real property.

If there is any bankruptcy proceeding pending that includes the subject property, then you may need to obtain Bankruptcy Court approval prior to any refinance or sale of the property. Similarly, you may need Bankruptcy Court approval of any permanent modification of the account.

Please review the enclosed letter regarding your account.

You may contact SPS at 888-818-6032 to discuss the enclosures. SPS representatives are available Monday through Friday between the hours of 8 a.m. and 8 p.m., and Saturday from 8 a.m. to 3 p.m., Eastern Time.

Sincerely,

Select Portfolio Servicing, Inc.

Esta carta contiene información importante concerniente a sus derechos. Por favor, traduzca esta carta. Nuestros representantes bilingües están a su disposición para contestar cualquier pregunta. Llámenos al numero 800-831-0118 y seleccione/marque la opción 2.



August 25, 2026

 RONALD OWENS
ELIZABETH NAYLOR
[REDACTED]
SCOTTSDALE, AZ 85254

Account Number: [REDACTED] 1155
Property Address: [REDACTED]
SCOTTSDALE, AZ 85254

Dear Customer(s):

SPS is sending this to you to provide information regarding the lien on the real property referenced above. Our records indicate that your obligation has either been discharged or is subject to an automatic stay order under the United States Bankruptcy Code. This notice and any enclosed documents are for compliance and informational purposes only and do not constitute a demand for payment or an attempt to collect such obligation. Even though your personal liability on the note may be discharged or subject to an automatic stay, the terms of the mortgage remain in effect and the owner of the mortgage, as lien holder, continues to have a lien on the real property.

SPS has received correspondence that we believe may be a request for assistance, or you submitted a Request for Mortgage Assistance Form (RMA). Unfortunately, the account is ineligible for one or more resolution options or it is ineligible for the option you selected on the RMA.

SPS may be able to help you with an alternate resolution option. Please contact us for details.

Notice of Error or Information Request

If you believe there has been an error with the account or you require additional information, you may send a written Notice of Error or Information Request. All Notices of Error or Information Requests must be sent in writing to the address listed below, as this is our exclusive address under Federal Law for these matters. If you send your correspondence to any other address, it may not be processed in accordance with Federal law.

Select Portfolio Servicing, Inc.
PO Box 65277 Salt Lake City, UT 84165-0277

At SPS, any of our Customer Care Experts can assist you with answers to your questions about the status or history of your account, document requirements, or any of our available loan resolution options. If you have any questions or concerns, please contact SPS. Our toll-free number is 888-818-6032 and representatives are available Monday through Friday between the hours of 8 a.m. and 8 p.m., and Saturday from 8 a.m. to 3 p.m., Eastern Time.

Sincerely,

Select Portfolio Servicing, Inc.

Esta carta contiene información importante concerniente a sus derechos. Por favor, traduzca esta carta. Nuestros representantes bilingües están a su disposición para contestar cualquier pregunta. Llámenos al número 800-831-0118 y seleccione/marque la opción 2.

This information is intended for informational purposes only and is not considered an attempt to collect a debt.

Federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, or age (provided that the applicant has the capacity to enter into a binding contract); because all or part of the applicant's income derives from any public assistance program; or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act. The federal agencies that administer compliance with this law concerning this creditor is the Bureau of Consumer Financial Protection, 1700 G Street NW., Washington, DC 20552 and Federal Trade Commission, Consumer Response Center, 600 Pennsylvania Avenue NW, Washington, DC 20580.

EXHIBIT G

SPS response of September 18, 2026

Response to CFPB complaint No. 260910-38192406. States SPS has "no record of any prior loss mitigation assistance reviews for the account," and restates the public declaration rule.

September 18, 2026

RONALD OWENS
ELIZABETH NAYLOR
[REDACTED]
SCOTTSDALE, AZ 85254

Account No: [REDACTED] 1155
File No: 260910-38192406
Property Address: [REDACTED]
SCOTTSDALE, AZ 85254

Dear RONALD OWENS and ELIZABETH NAYLOR,

Select Portfolio Servicing, Inc. (SPS), the mortgage servicer on the above-referenced account, received the inquiry on September 9, 2026, which was forwarded to us by the Consumer Financial Protection Bureau (CFPB). We received additional inquiries on August 26, 2026, September 11, 2026, and September 15, 2026. In the inquiries, questions were raised regarding:

- Loss Mitigation / Foreclosure
- Bankruptcy
- Document Request

We have completed a full review of the inquiries and the account. Our response is below. A copy of this letter will be sent to the CFPB.

Loss Mitigation / Foreclosure

In the inquiries, you requested loss mitigation assistance. Unfortunately, you are no longer eligible for loss mitigation options because a foreclosure sale is scheduled on the property for September 29, 2026. Although the enclosed Response Letter dated August 5, 2026, with enclosures, stated that the foreclosure action on the account was on hold at the time due to the active Bankruptcy plan, the account is no longer in active bankruptcy, and its status was updated to foreclosure on September 4, 2026. We ask that you contact our Ombudsman Department at the number listed below to discuss the postponement request.

As advised in the Response Letter, there is no issue with the Notice of Sale, as there is no statutory requirement for a written postponement notification in Arizona. ARS 33 810 (B) makes it clear that a postponement is done by public declaration only at the time and place appointed for the sale. Meaning, if there is a sale this morning and SPS directs foreclosure council to postpone the sale for 30 days, the only notice of postponement required is an oral declaration at the time of the sale that morning, and the auctioneer is required to state the new date and time for the sale 30 days out.

Please understand that servicing rights and duties are established by contract between the Noteholder and the servicer. As the servicer, SPS is responsible for enforcing the Deed of Trust and Note on behalf of the Noteholder. The Note, Deed of Trust, and Noteholder Information Notice are enclosed with the Response Letter.

Additionally, we have no record of any prior loss mitigation assistance reviews for the account.



[REDACTED]

A refinance may be an option to consider. SPS does not originate loans and is not able to provide you with new financing. However, you may seek financing with another company to see if you are able to reach a more beneficial payment.

SPS is required to service its accounts according to the requirements of the Noteholder, which may include limitations on modification characteristics.

Bankruptcy

In the inquiries, you raised concerns regarding the bankruptcy case. Our records show that you filed for Chapter 13 Bankruptcy, case number 25-07596, in the District of Arizona, Phoenix on August 14, 2025. The bankruptcy was dismissed on January 26, 2026. Furthermore, you filed for Chapter 13 Bankruptcy, case number 25-05144, in the District of Arizona, Phoenix on May 22, 2026. The bankruptcy was dismissed on August 7, 2026.

Document Request

In the inquiries, you requested documentation related to the fees, Loan Level Advances (LLAs) and Lender Placed Insurance (LPI). Enclosed for your review are the Escrow Disbursement History, Fee History, and Corporate Advance History, as well as the SPS Transaction History.

Regarding the \$99.00 charge related to the property valuation, we have enclosed the Broker Price Opinion and the Valuations Invoice.

If you have any further questions, you may contact SPS at the number listed below or visit our website for more information.

Our review has confirmed that no errors have occurred regarding the concerns raised in the inquiries.

As of the date of this letter, the account is due for April 1, 2025.

SPS has reviewed and responded to the inquiries as discussed above. We have provided all documentation relied upon in reaching our determination. If a document was not provided, it is because it is privileged or proprietary.

EXHIBIT H

SPS Noteholder Information Notice of September 18, 2026

Identifies U.S. Bank Trust Company, N.A., as trustee for COLT 2024-3, and directs all assistance requests to SPS.

September 18, 2026



RONALD OWENS
ELIZABETH NAYLOR
[REDACTED]
SCOTTSDALE, AZ 85254

Account Number: [REDACTED] 1155
Property Address: [REDACTED]
SCOTTSDALE, AZ 85254

Dear RONALD OWENS:

SPS acknowledges receipt of your correspondence which was received on 09/16/2026 regarding the above referenced account. In your correspondence, you requested information regarding the name of the "owner" of the account, sometimes also referred to as the "investor," "creditor," and/or "note holder."

U.S. Bank Trust Company, National Association, not in its individual capacity but solely as trustee for COLT 2024-3 Mortgage Loan Trust is the owner of the account, and SPS is the servicer of the account. Contact information for the owner of the account is provided below:

Attention: Structured Finance - COLT 2024-3
One Federal Street, 3rd Floor
EX-MA-FED
Boston, MA 02110

The information provided above is based upon a review of our records as of the date of this letter. Account ownership status may change from time to time.

As the servicer, SPS is authorized to collect all payments and administer the terms of the note and security instrument. Questions or disputes regarding the account and any requests for assistance should be directed to SPS in order to ensure a timely response and resolution.

SPS is committed to home retention and offers many assistance options designed for customers who are experiencing temporary or permanent hardship. These options are offered at no cost to our customers and may include structured repayment plans, modifications, or account settlement alternatives. If you are experiencing a financial hardship, please call us as soon as possible to discuss your situation and the options that may be available to you.

If other items were raised in your correspondence, they will be addressed under separate cover.

If you have any questions or concerns, please contact SPS directly at 800-258-8602. Representatives are available Monday through Friday between the hours of 8 a.m. and 8 p.m., and Saturday from 8 a.m. to 3 p.m., Eastern Time.

Sincerely,

Select Portfolio Servicing, Inc.

Esta carta contiene información importante concerniente a sus derechos. Por favor, traduzca esta carta. Nuestros representantes bilingües están a su disposición para contestar cualquier pregunta. Llámenos al numero 800-831-0118 y seleccione/marque la opción 2.

This information is intended for informational purposes only and is not considered an attempt to collect a debt.

EXHIBIT I

SPS mortgage statement of September 14, 2026

Shows reinstatement amount of \$240,605.29, acceleration, and lender-placed hazard insurance charge of \$337.67 posted August 19, 2026.

Customer Service: (800) 258-8602
Monday - Friday 8:00AM - 8:00PM ET
Saturday 8:00AM - 3:00PM ET

For other important information, see reverse side

+ 0052713119 0027475 125311931054036 NY MN NH

RONALD OWENS
ELIZABETH NAYLOR

2/2/26



SCOTTSDALE, AZ 85254



Account Information

Interest Bearing Principal	\$1,588,936.51
Deferred Principal	\$0.00
Outstanding Principal ¹	\$1,588,936.51
Interest Rate (Fixed)	8.000% ⁶
Prepayment Penalty	No

Account Number 1155

Property Address SCOTTSDALE AZ 85254

Loan Due Date 04/01/2025 ⁴
Payment Due Date 10/01/2026
Amount Due \$240,605.29

If payment is received after 10/16/2026, \$10.00 late fee will be charged.

Explanation of Amount Due ⁷This account has been accelerated, which means all outstanding amounts are due. The accelerated amount as of 09/14/2026 is \$1,795,124.15¹.

As of 09/14/2026, SPS will accept the amount below to reinstate this account.

Current Payment Due	\$12,392.05
Unpaid Late Charges	\$20.00
Other Charges and Fees	\$4,746.25
Past Due Payment(s) ¹	\$224,050.05
Unapplied Payment(s) ²	\$603.06
Amount to Reinstate Account	\$240,605.29

Transaction Activity (08/15/2026 to 09/14/2026)

Date	Description	Principal Balance	Interest	Taxes & Insurance	Late Charges	Unapplied Balance	Other Fees	Expenses Pd by Servicer	Total ¹
08/15	BEG BALANCE	\$1,588,936.51	\$188,458.46	\$7,762.24	\$20.00	(\$603.06)	\$161.15	\$4,585.08	\$1,790,321.40
08/19	HAZARD INS	0.00	0.00	\$37.67	0.00	0.00	0.00	0.00	\$37.67
09/14	ENDING BALANCE	\$1,588,936.51	\$188,458.46	\$8,299.91	\$20.00	(\$603.06)	\$161.15	\$4,585.08	\$1,790,659.97

Past Payments Breakdown

	Paid Last Month	Paid Year To Date
Principal	\$0.00	\$0.00
Interest	\$0.00	\$0.00
Escrow (Taxes and Insurance)	\$0.00	\$0.00
Fees and Other Charges	\$0.00	\$0.00
Partial Payment (Unapplied)	\$0.00	\$0.00
Total	\$0.00	\$0.00
Total Unapplied Balance	\$603.06 ²	

Important Messages

All communication sent to you by SPS is always available on our website: www.spservicing.com. For faster access to written communication and documents, please log in to your customer account on our website to view.

¹ This amount is not a payoff quote. If you would like a payoff quote, please see instructions on reverse side.² Any transactions that occurred on the Statement Date noted above will not be reflected in the amounts listed in the section below.³ Partial payments or overpayments are treated as unapplied funds until we receive enough for a full principal and interest payment at which time we will credit your account for the principal and interest payment. There may be other options available to you depending on the account's status. If you are interested in learning about other options that might be available to have these funds applied to the account, please contact us at (800) 258-8602.

**Delinquency Notice **

You are late on your mortgage payments. Failure to bring your loan current may result in fees and foreclosure — the loss of your home.

As of September 14, 2026, you are 531 days delinquent on your mortgage loan.

⁴ Payment due 09/2026: Unpaid payment of \$12,392.05.
⁵ Payment due 08/2026: Unpaid payment of \$12,392.05.
⁶ Payment due 07/2026: Unpaid payment of \$12,392.05.
⁷ Payment due 06/2026: Unpaid payment of \$12,392.05.
⁸ Payment due 05/2026: Unpaid payment of \$12,439.21.
⁹ Payment due 04/2026: Unpaid payment of \$12,439.21.

Total: \$240,605.29 due. You must pay this amount to bring your loan current.

SPS has completed the first notice or filing required to start a foreclosure.

If You Are Experiencing Financial Difficulty: See the back for information about mortgage counseling or assistance. Also, there are a number of options available to assist customers who are experiencing difficulty with their payments. Please contact us immediately to discuss these options; arrange a reinstatement or address any questions regarding the statement at (888) 818-6032.

Please detach bottom portion and return with your payment. Allow 7 - 10 days for postal delivery. Please do not send cash.

MONTHLY PAYMENT COUPON

Amount Due	
Borrower Name(s)	RONALD OWENS ELIZABETH NAYLOR
Account Number	1155
Due By 10/01/2026:	\$240,605.29

SELECT PORTFOLIO SERVICING, INC.
PO BOX 65450
SALT LAKE CITY UT 84165-0450

Make checks payable to: Select Portfolio Servicing

Monthly Payment	\$	.
Additional Principal	\$	.
Additional Escrow	\$	.
Late Fees	\$	.
Other (Please Specify)	\$	.
Total Amount Enclosed \$		

☐ Change of address or telephone? If so, check here and note changes on back

2771 1155 0001239205 0001240205 3

IMPORTANT INFORMATION

Important Mailing Addresses (Please include your account number on all correspondence)

Regular Payments	Overnight/Express Payments	Notice of Error or Information Request or Qualified Written Request	General Correspondence	Check by Phone	Bankruptcy Correspondence & Notices
Select Portfolio Servicing, Inc. Attn: Remittance Processing P.O. Box 65490 Salt Lake City, UT 84165	Select Portfolio Servicing, Inc. Attn: Cashiering Dept. 3217 S. Decker Lake Dr. Salt Lake City, UT 84119	Select Portfolio Servicing, Inc. P.O. Box 65277 Salt Lake City, UT 84165 Fax: (801) 270-7886	Select Portfolio Servicing, Inc. P.O. Box 65250 Salt Lake City, UT 84165	(800) 258-8602 Option 1	Select Portfolio Servicing, Inc. Attn: Bankruptcy Dept. P.O. Box 66260 Salt Lake City, UT 84165

PAYMENT INSTRUCTIONS Paying your mortgage on time is an important obligation, so please pay on or before the payment due date. Payments are not considered paid until received and posted to your account. Please include the late charge in any payment made after the late payment due date noted on your statement. Postal delays do not result in a waiver of late charges, so please allow adequate time for mail service. If you don't pay on or before 3 p.m. MT on the payment due date, your loan will be considered delinquent. (NOTE: If you are currently sending all or part of your payment to the bankruptcy trustee, please disregard the Select Portfolio Servicing, Inc. payment address for that portion you are sending to the trustee.) We do not accept payments in cash.

APPLICATION OF PAYMENTS If you are current in making your payments, we will apply payments according to your Note. If you are delinquent, we apply payments to the oldest outstanding payments that are due under your Note.

LOAN REPRESENTATIVES If you would like to speak to someone about making a payment or payment arrangements, please call one of our loan representatives at (800) 258-8602 (Monday - Friday, 8 a.m. - 8 p.m. ET; Saturday, 8 a.m. - 3 p.m. ET).

AUTOMATED CONVERSION OF YOUR CHECKS TO ACH DEBIT ENTRIES AND RETURNED CHECKS OR DEBITS When you provide us a check, you authorize us to use the information from your check to make a one time Electronic Funds Transfer from your bank account. When we use your check to make an Electronic Funds Transfer, funds may be withdrawn from your account quickly, as soon as the day we receive your check. You will not receive your check back from your financial institution. If there are insufficient funds in your account we will reverse the amount of any such returned payment that we had credited to your mortgage. You authorize us to charge you a fee of up to twenty-five dollars (\$25.00) as allowable by state law.

CREDIT REPORTING SPS furnishes information to consumer reporting agencies. You are hereby notified that a negative credit report reflecting on your credit record may be submitted to a credit reporting agency if you fail to fulfill the terms of your Note and Mortgage. If you believe such information is inaccurate, you may call Customer Service at (800) 258-8602; submit a written Notice of Error to the P.O. Box listed above, or submit a dispute with the consumer reporting agency.

NOTICE OF ERROR OR INFORMATION REQUEST OR QUALIFIED WRITTEN REQUEST If you believe there has been an error with the account or you require additional information, you may send a written Notice of Error or Information Request. All Notices of Error or Information Requests must be sent to the address listed above in the important mailing addresses section, as this is our exclusive address under Federal Law for these matters. If you send your correspondence to any other address, it may not be processed in accordance with Federal Law.

HOUSING COUNSELOR INFORMATION If you would like counseling or assistance, you can contact the following: U.S. Department of Housing and Urban Development (HUD); For a list of homeownership counselors or counseling organizations in your area, go to <http://www.hud.gov/offices/hsg/sfh/hcc/hcs.cfm> or call 800-569-4287.

SPECIAL REQUEST AND ADDITIONAL FEES

Payment by Phone with a Live Agent	Up to \$15.00
Payment via Website, Mobile App, or Automated Phone System	Up to \$5.00
Returned Check Fee	Up to \$25.00
Express Mail Fee	Actual Charge Incurred

This fee schedule does not contain all fees that may be charged for services rendered. The actual fee charged to a particular customer may be different based upon certain requirements under state law, agency guidelines (e.g., FHA, VA) or other relevant criteria.

LOAN PAYOFFS Payoff information may be requested verbally by calling the Customer Service toll free number printed on this statement, by faxing your requests to (801) 269-4269 or by mailing your request to: P.O. Box 65250, Salt Lake City, UT 84165-0250. If you do not receive your payoff quote within 5 business days of placing your request, please call our Customer Service Department.

HOME OWNER INSURANCE You are required to maintain Homeowners Insurance (and if required, Flood Insurance), at all times during the term of your Mortgage and provide or ask your insurance agent each year to provide us copies of all renewal policies and invoices to the address shown below at least (30) days before the date your existing policy expires. It is important for you to remember that if we do not receive a copy of your renewal or replacement policy, SPS may obtain coverage to protect its interest in the property. The coverage provided for this insurance may be different and more expensive than your expired coverage. We will only do this after we have notified you of your failure to maintain coverage. It is possible we may obtain certain benefits from this insurance placement coverage.

To ensure that SPS is properly notified of any changes with your insurance policy, we need the information below to be added to the Standard Mortgagee Clause on your insurance policy.

Select Portfolio Servicing, Inc.
ITS SUCCESSORS AND OR ASSIGNS
P.O. Box 7277 Springfield, OH 45501-7277

All insurance information (including your account number) should be mailed or faxed to:
Insurance Service Center: PO Box 7277, Springfield, OH 45501 Fax (866) 801-8177.

REAL ESTATE TAX If you have established an escrow account with us for taxes, you should keep copies of any tax bills you receive for your personal records. We have engaged a Tax Service to receive your tax bills, and we will pay taxes out of your escrow account to the extent there are sufficient balances in your escrow account. If you receive any special assessment bills, you should send them to our Tax Service Center address shown below. Special bills include:

- An area defined as a "Homeowner Area" where your local tax office will not send us the tax bill
- Any special assessments on your property in addition to your regular Real-Estate tax bills
- Any adjustments to your tax bills

Tax Service Center: PO Box 3541, Covina, CA 91722

SPS CONSUMER OMBUDSMAN SERVICES If you have an unresolved issue with SPS, and you have exhausted other customer service options, please contact our Consumer Ombudsman Department at (866) 662-0035 or through other methods found on www.spservicing.com.

COMMON ABBREVIATIONS	
INT	Interest
FC or FIC	Foreclosure
BK	Bankruptcy
BPO	Broker Price Opinion
MISC DISB	Disbursement from escrow account for other than escrow item (E.g., Analysis Refund, Payoff Refund)

This common abbreviations table does not contain all abbreviations that may appear in the "Activity this Period" section. For more information please refer to the Fee Schedule and Description document located at www.spservicing.com.

HAS YOUR ADDRESS CHANGED? IF SO, PLEASE COMPLETE THIS FORM

Mailing Address _____

City _____ State _____ Zip _____

Home Phone _____ Business Phone _____

All Borrower's Signature Required For Address Change

Borrower's Signature _____

Co-Borrower's Signature _____

Customer Service : (800) 258-8602
Monday - Friday : 8:00AM - 8:00PM ET
Saturday : 8:00AM - 3:00PM ET

Account Number [REDACTED] 1155

Important Messages

Any transactions that occurred after the statement date noted above will be reflected on your next statement.

This is an attempt to collect a debt. All information obtained will be used for that purpose.

We have paid Taxes and/or Insurance on your behalf and you are responsible to reimburse us for these amounts plus interest which may be billed at the note rate.

If there is a balance under Expenses Paid by Servicer, it means we have paid certain expenses on your behalf due to the delinquent status of your account. You are responsible to reimburse us for these amounts plus interest, which may be billed at the note rate.

Under the Servicemembers Civil Relief Act if you or a family member has been deployed to active duty, you may be eligible for certain protections regarding your mortgage loan. Please contact us at (800) 258-8602 to discuss these protections.

^a Loan Due Date: If this date is different from your Payment Due Date, it means that you are past due and owe payments from previous months.

^b This reflects your note rate of interest. If foreclosure judgment has been entered on your account, a different rate of interest may apply. If you would like to pay off your account, the applicable rate(s) of interest will be used to calculate the payoff balance.

EXHIBIT J

Letter to Leonard J. McDonald, Esq., Successor Trustee

September 9, 2026. Requests the record of each public declaration.

RONALD STEPHEN OWENS and ELIZABETH ANN NAYLOR

██████████ Scottsdale, Arizona 85254

Telephone (██████████) ██████████

September 9, 2026

BY ELECTRONIC MAIL TO ljm@tblaw.com

Leonard J. McDonald, Esq., Successor Trustee

Tiffany & Bosco, P.A.

7720 North 16th Street, Suite 300, Phoenix, Arizona 85020

Re	Trustee's sale, 11440 North 69th Street, Scottsdale, Arizona 85254
Trustee file	No. 25-08950-SP-AZ
Notice of sale	Maricopa County instrument 20260099842, executed February 19, 2026
Substitution	Maricopa County instrument 20260099841, executed February 13, 2026
Deed of Trust	Maricopa County instrument 20240218545, recorded April 26, 2024
Parcel	APN 175-25-028
Trustors	Ronald Stephen Owens and Elizabeth Ann Naylor, who occupy the Property

Dear Mr. McDonald:

You were appointed Successor Trustee under the above Deed of Trust by Substitution recorded as instrument 20260099841, executed February 13, 2026 by Select Portfolio Servicing, Inc. as attorney-in-fact for U.S. Bank Trust Company, National Association as trustee for COLT 2024-3 Mortgage Loan Trust. The Notice of Trustee's Sale recorded as instrument 20260099842 was executed on February 19, 2026 and set the sale for May 26, 2026 at 10:00 a.m. in the courtyard by the main entrance of the Superior Court Building, 201 West Jefferson, Phoenix.

We write to you because Select Portfolio Servicing told us to. On September 4, 2026 Stacia, a specialist in Select Portfolio Servicing's Consumer Ombudsman Department, told Mrs. Naylor there was nothing further that department could do, and asked: "have you reached out to the foreclosure attorney that we have on the file by chance?" She was referring to your firm. That call was recorded and we hold the audio and the transcript.

We have been told repeatedly, and recently, that this sale is not going forward

Since August 17, 2026 we have asked Select Portfolio Servicing about this sale on five occasions. Every call was recorded. Select Portfolio Servicing announced at the outset of each that it would be recording, and Mrs. Naylor recorded them as well. We hold the audio and written transcripts of all of them and will provide either to you on request.

Four different representatives, on four separate occasions, told her the September 29 sale would not proceed:

- On August 17, 2026: "I'm not showing any foreclosure. It shows foreclosure action is currently on hold due to active bankruptcy plan."
- On August 20, 2026, a representative of the bankruptcy department said she was 99.9 percent certain the sale would not proceed on September 29, confirmed that when it was repeated back to her, said the date was "null," and said she did not believe it was valid.
- On August 31, 2026, an Ombudsman specialist said the sale "was actually put on hold due to the bankruptcy."
- On September 4, 2026, five days ago, a representative checked the file and said: "Foreclosure action is currently on hold due to the act of bankruptcy plan," and "The foreclosure is not going to proceed on the 29th."

None of that was ever confirmed to us in writing, and within hours of the last of those calls a different representative said the opposite. We are not in a position to determine from the servicer which account is correct, and we do not propose to keep trying. That is why we ask the Trustee in writing.

What the record now shows

As of September 9, 2026 at 4:28 p.m., your firm's Pending Sales Arizona report lists file 25-08950-SP-AZ, loan date April 19, 2024, original loan amount \$1,600,000.00, for sale on September 29, 2026 at 10:00 a.m. at 201 West Jefferson, with the File Status shown as "Trustee Sale" and no notation of cancellation. The ServiceLink Auction listing at 4:27 p.m. the same day shows the status as "Active - postponed" with the same date and time. Until days ago your firm's listing showed this sale on hold. A hold is an instruction given to the Trustee by or on behalf of the beneficiary. It does not remove a sale from the calendar and it may be withdrawn without notice to the trustors, whereupon the sale stands on the date to which it was last continued.

Select Portfolio Servicing's correspondence supplies two further dates. Its letter of July 8, 2026 states that "the previously scheduled foreclosure sale of the above noted property has been postponed and re-scheduled to occur on 09/29/2026." Its letter of August 5, 2026 refers to "the foreclosure sale scheduled for July 28, 2026." That same letter states: "Please note there is no issue with the Notice of Sale, as there is no statutory requirement for a written postponement notification in Arizona. ARS 33-810(B) makes it clear that a postponement is done by public declaration only at the time and place appointed for the sale." That is the servicer's statement, not the Trustee's, and it addresses the absence of a written notice requirement rather than what was declared.

On September 8, 2026, the day before the sale appeared on your firm's report as a Trustee Sale, Select Portfolio Servicing wrote to us that it "is committed to home retention and offers many assistance options designed for customers who are experiencing temporary or permanent hardship," and invited us to "call us as soon as possible to discuss your situation and the options that may be available to you."

What we ask you to tell us

Each matter below is within the Trustee's own knowledge. A declaration under A.R.S. § 33-810(B) is the act of the person conducting the sale. If continuances were declared on this file, they were declared by you or by a sale service engaged by you, from your instructions, and recorded in your own file. No inquiry of the servicer or of the beneficiary is required to answer any of the following.

For each occasion since February 19, 2026 on which this sale has been continued by public declaration under A.R.S. § 33-810(B), please state:

- (a) the date on which the declaration was made;
- (b) the place at which it was made;
- (c) the date and time to which the sale was then continued; and
- (d) the name of the person who made it, and whether that person acted for Tiffany & Bosco, P.A., for ServiceLink, or for another sale service.

We ask specifically as to May 26, 2026 and as to July 28, 2026.

The consequence matters. A.R.S. § 33-810(B) continues a noticed sale only by declaration made at the time and place last appointed for it. If a declaration was not made on either of those dates, the sale noticed under instrument 20260099842 was not continued and the September 29, 2026 date is not supported by that Notice. A sale conducted that day would then be made without the authority A.R.S. § 33-807 confers, and a fresh Notice of Trustee's Sale would be required under A.R.S. § 33-808, with the sale set not less than ninety-one days after its recording. That is reason enough to postpone until the question is answered.

The burden is not ours

Chapter 11 Case No. 2:26-bk-05144-MCW was filed on May 22, 2026, four days before the noticed sale date, and the automatic stay was in force on the morning of May 26. We ask what occurred that morning.

The power of sale is a creature of statute. It exists only where the statute has been complied with, and a trustee exercising it must be able to demonstrate that compliance. It is not for us to show that a declaration was omitted. It is for the Trustee to establish that each was made, and the Trustee is the party who made them or did not.

Nothing establishing any declaration has been furnished to us. Not one date, not one place, not one name. No record of any postponement appears in the Maricopa County Recorder's index, none appears on the ServiceLink listing, and none has been provided by Select Portfolio Servicing, which has instead given four different answers about whether this sale is happening at all. We do not accept that the sale set for September 29, 2026 is supported by the Notice recorded as instrument 20260099842, and we will not accept it on assertion. If the declarations were made, they can be identified in a sentence apiece. If they cannot, that is itself the answer.

We ask you to postpone the sale

Three things on this file rest with the Trustee and with no one else. Whether a continuance is declared on September 29, 2026. Whether the sale is cried that morning at all. And whether a trustee's deed is thereafter executed and recorded, reciting compliance with A.R.S. §§ 33-807 through 33-811.

Your firm's Pending Sales Arizona report states that "[u]ntil the actual date and time currently set for the sale, the beneficiary and trustee reserve the right to proceed to sale as scheduled, or to declare a postponement until some other date and/or location." That is your firm's own statement that the Trustee may declare a postponement. We ask that the Trustee do so, and that this request also be conveyed to Select Portfolio Servicing and to U.S. Bank Trust Company, National Association as trustee for COLT 2024-3 Mortgage Loan Trust.

We are trying to keep our home. A complete loss mitigation application has been before Select Portfolio Servicing since August 21, 2026, thirty-nine days before the scheduled sale, and remains undetermined. We seek a modification of the loan or, at the least, a deferral of the arrears to the end of the term so that we can resume the contractual monthly payment of \$12,392.05. We ask that nothing be forgiven. Our documented household income is \$21,214.70 a month in pension and Social Security, fixed for life.

Mr. Owens is eighty years old, has lived with Parkinson's disease for twenty-five years, has survived four cancers, carries a current Stage IV diagnosis, and requires assistance twenty-four hours a day. The house is single-story, its doorways admit a wheelchair, his bedroom is on the ground floor, and grab bars were installed for him. Correspondence concerning the loss mitigation application itself has been sent to Select Portfolio Servicing separately.

Notice

This letter is written notice of the following, so that the Trustee proceeds, if he proceeds, with knowledge of it.

- (a) A.R.S. § 33-807(A) confers the power of sale to be exercised pursuant to a Notice of Trustee's Sale given in accordance with the statute. Whether the sale now set for September 29, 2026 rests upon an unbroken series of declarations under A.R.S. § 33-810(B) has not been established to us.
- (b) 12 C.F.R. § 1024.41(g) provides that where a servicer receives a complete loss mitigation application more than thirty-seven days before a foreclosure sale, neither it nor any party acting at its direction shall conduct that sale unless the servicer has issued the determination required by § 1024.41(c)(1)(ii) stating that the borrower is not eligible for any loss mitigation option, the borrower has rejected all options offered, or the borrower has failed to perform under an agreed option. The application was received on August 21, 2026. No such determination has issued. No option has been offered for us to reject. There is no agreement under which we could have failed to perform.
- (c) Under A.R.S. § 33-811(B) the recitals in a trustee's deed are prima facie evidence of compliance and conclusive in favor of a purchaser for value without notice. A sale conducted on September 29, 2026 would create third-party rights not readily undone, and would do so while the matters raised in this letter remain unanswered.
- (d) A.R.S. § 33-420 provides a cause of action, with statutory damages, against a person who records a document asserting an interest in real property knowing or having reason to know that it is forged, groundless, contains a material misstatement or false claim, or is otherwise invalid.

If the sale is not postponed

We are retaining counsel. If the sale is not postponed and the loss mitigation application is not evaluated, we will file suit in the Superior Court of Arizona in and for Maricopa County and apply for a temporary restraining order and preliminary injunction under Rule 65 of the Arizona Rules of Civil Procedure, before 5:00 p.m. on the last business day preceding the sale as A.R.S. § 33-811(C) requires. We will not wait until after the sale. The grounds will include:

- (i) wrongful foreclosure at common law, the sale having been conducted without the authority conferred by A.R.S. § 33-807 if the noticed sale was not continued in accordance with A.R.S. § 33-810(B);
- (ii) violation of 12 C.F.R. § 1024.41(g), with damages under 12 U.S.C. § 2605(f);
- (iii) violations of 12 C.F.R. §§ 1024.41(b)(1), (c)(1), (d) and 1024.40, again with damages under 12 U.S.C. § 2605(f);
- (iv) liability under A.R.S. § 33-420 in respect of any instrument recorded in connection with the sale containing a material misstatement, including any recital of compliance with A.R.S. §§ 33-807 through 33-811;
- (v) breach of the Deed of Trust, Section (W) of which adopts RESPA and Regulation X as terms of the instrument, together with A.R.S. § 12-341.01; and
- (vi) refusal of a reasonable accommodation under 42 U.S.C. § 3604(f)(3)(B) and A.R.S. § 41-1491.19.

A postponement while the loss mitigation application is determined would make that unnecessary, and is what we are asking for.

We need your answer as soon as you are able to give it. The sale is twenty days away and what we ask goes to the Trustee's own records, which can be read in a few minutes. We ask for your reply by 5:00 p.m. on Friday, September 11, 2026, and would be grateful for anything you can tell us sooner. A reply by email to elizabeth@lizmaxinvestments.com would reach us immediately. Nothing in this letter is to be taken as an admission that the sale has been validly noticed, continued, postponed or maintained. All rights, claims, defenses and objections, including any arising under A.R.S. §§ 33-420, 33-807, 33-810 and 33-811, under 12 U.S.C. § 2605 and 12 C.F.R. Part 1024, and at common law for wrongful foreclosure, are expressly reserved against all parties.

Respectfully,

/s/ Ronald Stephen Owens

Ronald Stephen Owens, Trustor

/s/ Elizabeth Ann Naylor

Elizabeth Ann Naylor, Trustor

EXHIBIT K

Email exchange with Tiffany & Bosco, P.A.

September 10, 2026. Reply addresses the status of the file; the follow-up request is unanswered.



Elizabeth Naylor [REDACTED]

September 29 Trustee's Sale — File 25-08950-SP-AZ

Elizabeth Naylor <[REDACTED]>
To: "Manuel S. Gomez" <[REDACTED]>
Cc: general@tblaw.com

Thu, Sep 10, 2026 at 11:28 AM

Mr. Gomez,

Thank you for your email. We will contact SPS about the postponement.

Our letter of September 9 to Mr. McDonald also asked for the postponement history of this sale. Can you please answer the following question as soon as possible:

For each time the sale has been continued by public declaration since February 19, 2026, could you tell us the date the declaration was made, where it was made, the date and time the sale was continued to, and who made it? We are asking particularly about May 26, 2026 and July 28, 2026.

This is the Trustee's own record. We asked SPS and they could not tell us, which is why we are asking your office. Can you please get this to us today? Thank you so much.

Elizabeth Naylor

On Thu, Sep 10, 2026 at 7:43 AM Manuel S. Gomez <[REDACTED]> wrote:

The foreclosure File is active with sale scheduled for 9/29/26 at 10am. This is an SPS file that requires us to let borrower or 3rd party to reach out for any postponement. See below.

Please be advised that SPS requires all postponement request to be escalated to them directly by calling them at [888-818-6032](tel:888-818-6032) to review a review for a postponement and email them below. Thanks.

Select Portfolio Servicing – [888-818-6032](tel:888-818-6032) or ombudsman@spservicing.com and relationship.manager@spservicing.com

TIFFANY & BOSCO, P.A.

Manuel Gomez-Jaramillo | Customer Service Supervisor

7720 N. 16th Street, Suite 300 | Phoenix, AZ 85020

P [602.288-7977](tel:602-288-7977) | F [602.914-7300](tel:602-914-7300)

msgomez@tblaw.com | [Website](#)

Offices: Alabama | Arizona | California | Florida | Kentucky | Michigan | Nevada | New Mexico | Ohio | West Virginia

Tiffany & Bosco, P.A. prides itself on excellent customer service. If you feel you have not received this service, please email your comments to complaints@tblaw.com.

Tiffany & Bosco, P.A. would love to hear about employees that have gone out of their way to provide excellent customer service, so they can be recognized. If you wish to tell us about such an employee, please email us at compliments@tblaw.com.

CONFIDENTIALITY NOTICE: The information contained in this message may be protected by the attorney-client privilege.

You may opt out of receiving further email communications from Tiffany & Bosco, P.A. by sending an email message to Compliance@tblaw.com that has the word "STOP" in the subject line.

Thank you.

From: Elizabeth Naylor <[REDACTED]>
Date: September 9, 2026 at 5:00:58 PM MST
To: "Leonard J. McDonald" <[REDACTED]>
Cc: general@tblaw.com
Subject: September 29 Trustee's Sale — File 25-08950-SP-AZ

You don't often get email from [REDACTED]. [Learn why this is important](#)

Mr. McDonald,

We are the trustors and occupants of [REDACTED] in Scottsdale, file 25-08950-SP-AZ. Select Portfolio Servicing's Ombudsman Department advised us on September 4 to contact you directly.

Attached is our letter regarding the trustee's sale currently scheduled for September 29, 2026. We would appreciate your review and a response by Friday, September 11.

Regards,

Ronald Owens and Elizabeth Naylor
[REDACTED]

—
Warmest Regards,



Elizabeth

A handwritten signature in black ink, appearing to read "Elizabeth Naylor".

LIZMAX INVESTMENTS, LLC

📞 [REDACTED]
📧 [REDACTED]
📍 Scottsdale, AZ
📄 [REDACTED]

EXHIBIT L

Email from ServiceLink Auction

September 11, 2026. Declines to provide any log entry or summary and refers the request to Tiffany & Bosco, P.A.



Elizabeth Naylor <[REDACTED]>

File 25-08950-SP-AZ -- request for sale history

Arebalo, Josias <[REDACTED]>
To: Elizabeth Naylor <[REDACTED]>

Fri, Sep 11, 2026 at 7:29 AM

Good morning Elizabeth,

We unfortunately are unable to send any log entry or summary for these listings provided. You are correct, this listing is in our inventory and the current sales date has now been postponed to 09/29/2026. That being said, you mentioned that you have had contact with the Lender. Have you tried contacting the Attorney Firm associated with this property? They might be able to provide you with more information as we are only the 3rd party auctioneer and we do as instructed by them.

Foreclosure contact information**Attorney firm:** Tiffany & Bosco, P.A.**Address:** 7720 N 16th St Ste 300, Phoenix, AZ 85020

Phone

(602)-264-6101

Email

referrals@tblaw.com

Email 2

msb@tblaw.com

Website

<https://www.ndscorp.com>

Josias Arebalo

Customer Service Representative

E: [REDACTED]

O: 1.866.539.4173 | Ext: **08323**

320 Commerce, Suite 100, Irvine, CA 92602

www.servicelinkauction.com



Exceptional customer service is our number one priority at ServiceLink Auction. If at any time you feel you are not receiving a high level of service, please feel free to contact my supervisor at **714.665.5721** or by e-mail at geovanni.garciahernandez@servicelinkauction.com

From: Elizabeth Naylor <[REDACTED]>
Sent: Thursday, September 10, 2026 7:45 PM
To: RMB-Info <info@servicelinkauction.com>
Subject: File 25-08950-SP-AZ -- request for sale history

Hello,

My husband, Ronald, and I own [REDACTED] in Scottsdale, which appears on your site as Active - postponed for September 29, file 25-08950-SP-AZ.

Ronald is 80 years old. He has lived with Parkinson's disease for twenty-five years, has Stage IV cancer, and is in the hospital as I write this. Our house is single-story and adapted for his care. We are trying to keep it, and we are in negotiations with our lender.

I am writing to ask for the sale history on this file. The sale was originally set for May 26, 2026 and has been continued since, but I have not been able to learn when, by whom, or to what date. For each occasion on which the file was called, I would like the date, the time, the location, the new date announced, and the name of the person who announced it. May 26 and July 28 are the dates that matter most. If the file was not called on one of those days, that is equally useful to know.

If you can send the sale sheet or log entry rather than a summary, I would prefer that.

Thank you!

Warmest Regards,



Elizabeth *Naylor*
LIZMAX INVESTMENTS LLC

📞 [REDACTED]
📧 [REDACTED]
📍 Scottsdale, AZ
📱 [REDACTED]

NOTICE: The information contained in this message is proprietary and/or confidential and may be privileged. If you are not the intended recipient of this communication, you are hereby notified to: (i) delete the message and all copies; (ii) do not disclose, distribute or use the message in any manner; and (iii) notify the sender immediately.

EXHIBIT M

Email to Tiffany & Bosco, P.A. and reply

September 21, 2026. Seventh request for the declaration record; reply states the foreclosure is on hold and again refers to SPS.



Elizabeth Naylor <[REDACTED]>

RE: [REDACTED] Scottsdale — Trustee's Sale No. 25-08950-SP-AZ — Request for postponement and declaration record

1 message

Manuel S. Gomez <[REDACTED]>

Mon, Sep 21, 2026 at 4:53 PM

To: Elizabeth Naylor <[REDACTED]>, "Jennifer L. Hamlin" <[REDACTED]>, sales <sales@tblaw.com>

The foreclosure is on hold at this time by our client SPS. Please be advised that SPS requires all postponement request to be escalated to them directly by calling them at 888-818-6032 to review a review for a postponement and email them below. Thanks.

Select Portfolio Servicing – 888-818-6032 or ombudsman@spservicing.com and relationship.manager@spservicing.com

TIFFANY & BOSCO, P.A.**Manuel Gomez-Jaramillo | Customer Service Supervisor**7720 N. 16th Street, Suite 300 | Phoenix, AZ 85020

P [REDACTED] F 602.914-7300

[Website](#)

Offices: Alabama | Arizona | California | Florida | Kentucky | Michigan | Nevada | New Mexico | Ohio | West Virginia

Tiffany & Bosco, P.A. prides itself on excellent customer service. If you feel you have not received this service, please email your comments to complaints@tblaw.com.

Tiffany & Bosco, P.A. would love to hear about employees that have gone out of their way to provide excellent customer service, so they can be recognized. If you wish to tell us about such an employee, please email us at compliments@tblaw.com.

CONFIDENTIALITY NOTICE: The information contained in this message may be protected by the attorney-client privilege.

You may opt out of receiving further email communications from Tiffany & Bosco, P.A. by sending an email message to Compliance@tblaw.com that has the word "STOP" in the subject line.

Thank you.

From: Elizabeth Naylor <[REDACTED]>
Sent: Monday, September 21, 2026 12:35 PM
To: Jennifer L. Hamlin <[REDACTED]>; sales <sales@tblaw.com>; Manuel S. Gomez <[REDACTED]>
Subject: [REDACTED] 69th Street, Scottsdale — Trustee's Sale No. 25-08950-SP-AZ — Request for postponement and declaration record

Hello,

I am writing about the trustee's sale of our home at [REDACTED] 69th Street in Scottsdale, Arizona, now set for September 29, 2026. I am asking that it be postponed. The trustee has the authority to do so under A.R.S. § 33-810(B).

The sale was originally noticed for May 26, 2026 (Exhibit 1). It has since moved to September 29, which is 126 days later. Arizona law allows a noticed sale to be continued only by public declaration at the time and place last set for the sale, and only to a date within ninety days. SPS has stated that rule to me in writing (Exhibit 6). It follows that at least two declarations were required, on or about May 26 and again on or about July 28.

I have asked, in writing and on six occasions since September 9, to see the record of those declarations. I wrote to Mr. McDonald (Exhibit 2) and to Mr. Gomez-Jaramillo (Exhibit 3), and received no answer on the point. ServiceLink declined and referred me back to your firm (Exhibit 4), and when I followed up by telephone, its representative checked ServiceLink's records and told me he saw no postponement in them (Exhibit 5). SPS, responding to my complaint to the Consumer Financial Protection Bureau, restated the rule and did not say that any declaration had been made (Exhibit 6).

So that there is no ambiguity, for each declaration I am asking for the date and time it was made, where it was made, the date and time to which the sale was moved, the name of the person who made it and on whose behalf, and the record that shows it: the crier's log, sale sheet, postponement entry, auction report, recording, or invoice for attendance at the sale that day.

That record, if it exists, is in your file and could be sent in a single email. Having asked everyone who holds it and received nothing, I must assume the declarations were not made. If I am mistaken, I would welcome being shown otherwise. If I am not, I do not see how the sale can proceed on this notice. I would also note that A.R.S. § 33-420(A) may expose anyone who records a document affecting title, knowing or having reason to know that it contains a material misstatement, to liability.

There are two further reasons for a postponement. My husband, Ronald, a borrower on this loan, is 80. He has lived with Parkinson's disease for twenty-five years and now has Stage IV cancer. He has been in the hospital since early September with pneumonia, is currently on oxygen, and will still be there on September 29. He cannot take part in any decision about this house, which is single-story, adapted for

his care, and the place he is meant to come home to. I have asked SPS for a postponement on his behalf as a reasonable accommodation under the Fair Housing Act (Exhibit 7) and have had no reply. And SPS has now told the CFPB in writing that it has no record of ever reviewing our account for loss mitigation, although it received a complete application thirty-nine days before the sale. That, and much else, is set out in my Notice of Error (Exhibit 8), which SPS has yet to answer.

I would ask that you either send the declaration record or confirm that the sale has been postponed by 5:00 p.m. today, Monday, September 21. Otherwise, I will ask the Maricopa County Superior Court for a temporary restraining order before the sale, which Arizona law requires in order to preserve our rights. I would much rather this be resolved without involving the court.

With thanks,

Elizabeth Naylor

Enclosure: Exhibits 1 through 8



Exhibits_to_TB_Sept21.pdf

625K

EXHIBIT N

Email to SPS Ombudsman and relationship manager

September 10, 2026, copied to Tiffany & Bosco, P.A. Requests the declaration record.

Email to SPS Ombudsman and relationship manager

September 10, 2026, copied to Tiffany & Bosco, P.A. Requests the declaration record.

To: ombudsman@spservicing.com; relationship.manager@spservicing.com

Cc: [REDACTED] general@tblaw.com

Subject: Request to postpone September 29 sale, account [REDACTED] 1155, trustee file 25-08950-SP-AZ

To Select Portfolio Servicing and to Tiffany & Bosco,

This letter is addressed to both of you because each has directed me to the other.

My husband, Ronald Owens, and I own 11440 North 69th Street in Scottsdale. I ask that the trustee's sale set for September 29, 2026 be postponed or cancelled so that the matters below can be resolved. Four grounds follow. The first two are each sufficient on their own.

1. RONALD IS IN THE HOSPITAL AND CANNOT PARTICIPATE IN ANY DECISION ABOUT HIS OWN HOME.

He was admitted this week with a serious viral infection. On discharge he goes directly into acute rehabilitation for a minimum of two weeks. No discharge date has been set. He is 80 years old, has lived with Parkinson's disease for twenty-five years, and carries a current Stage IV cancer diagnosis. Our house is adapted for his care and is where he is to be discharged to.

He is a borrower on this loan and a party to every decision about it. For the foreseeable period he can neither sign, be consulted, nor respond to anything SPS sends. He will in all likelihood be in a rehabilitation bed at 10:00 a.m. on September 29 while his home is sold.

I request a reasonable accommodation under 42 U.S.C. 3604(f)(3)(B) and A.R.S. 41-1491.19: postpone this sale while he is in hospital and in rehabilitation. Hospital records will follow the day you ask for them.

2. THE BASIS FOR THE SEPTEMBER 29 DATE HAS NEVER BEEN ESTABLISHED, AND SPS'S OWN BANKRUPTCY DEPARTMENT TOLD ME IT WOULD HAVE TO BE RE-NOTICED.

The Notice of Trustee's Sale recorded as Maricopa County instrument 20260099842 set the sale for May 26, 2026. SPS wrote on July 8, 2026 that "the previously scheduled foreclosure sale of the above noted property has been postponed and re-scheduled to occur on 09/29/2026," and on August 5, 2026 referred to "the foreclosure sale scheduled for July 28, 2026." The date has moved at least twice. How it moved has never been explained to me.

A.R.S. 33-810(B) permits a noticed sale to be continued only by public declaration made at the time and place last appointed for the sale, and only to a date not later than ninety calendar days from that declaration. May 26 to September 29 is one hundred and twenty-six days. The September 29 date cannot rest on a single continuance; at least one intervening declaration must exist for it to stand. An instruction from SPS to postpone is not a declaration. The declaration is made at the sale, by the person conducting it.

On August 20, 2026 Sierra of SPS's bankruptcy department told me plainly what a dismissal would require. Asked whether we would receive a further ninety days, she said: "you are correct, though. Like on the 90 days, we typically would have to restart the process." She said, "we definitely have to give those notices before we can proceed with the foreclosure sale," and that "even with the sale date of September, it would need to like refile with the court and all of that."

SPS did not re-notice. It kept the September 29 date.

On September 9 I asked Mr. McDonald, for each occasion this sale was continued, the date the declaration was made, the place it was made, the date and time the sale was continued to, and the name of the person who made it, with particular reference to May 26 and July 28. Mr. Gomez replied at 7:43 a.m. on September 10 that "the foreclosure File is active with sale scheduled for 9/29/26 at 10am" and that this "is an SPS file that requires us to let borrower or 3rd party to reach out" to SPS for any postponement. That reply did not address the declarations. I asked again at 11:28 a.m. the same morning. No response has been received. By that evening the published listing had been changed from active to on hold, without notice to us, as no notice was given the day before when the same listing showed this file as a Trustee Sale.

No cancellation and no subsequent Notice of Trustee's Sale appears in the Maricopa County Recorder's index for APN 175-25-028. These records are held by Tiffany & Bosco and by SPS and nowhere else. Until they are produced, the validity of the September 29 date remains unestablished. Should a required declaration not have been made, instrument 20260099842 no longer supports a sale on that date, and a fresh notice would be required under A.R.S. 33-808; set not less than ninety-one days after recording.

3. THE LOSS MITIGATION APPLICATION REMAINS UNDETERMINED.

It reached SPS on August 21, 2026, thirty-nine days before the sale, through the SPS portal at 11:47 a.m. under SPS's own document category and by Priority Mail Express the same day. On August 24 SPS closed it on the ground that it "did not raise an issue with the servicing of your account" and that SPS "consider[s] this matter closed." On August 25, four days after receipt and one day before the mailed copy was delivered, SPS denied it without requesting a single document.

On September 1 Frida of the Consumer Ombudsman Department told me the account would not be reviewed "because the foreclosure sale date of September 29th is too close, so we're not able to review it for any options," and, reading the servicing record, that "I'm not sure that we've ever reviewed it for any assistance options previously." Asked what response the pending application would receive, she answered, before any review: "you will receive an ineligibility letter back again."

12 C.F.R. 1024.41(g) prohibits a servicer from conducting a foreclosure sale while a complete application received more than thirty-seven days beforehand remains undetermined. No determination has issued, no option has been offered for us to reject, and there is no agreement we could have failed to perform.

4. SPS TOLD ME ON FOUR OCCASIONS THAT THIS SALE WOULD NOT PROCEED. I WAS THE ONE TELLING SPS THE BANKRUPTCY HAD BEEN DISMISSED.

On August 17, 2026 Danny of SPS told me, "I'm not showing any foreclosure. It shows foreclosure action is currently on hold due to active bankruptcy plan." Asked whether I would be notified of a new date, he said, "If anything changes, they'll send a letter advising of the change." No such letter has been sent. On the same call, asked whether any assistance was available, he put a single question to me, whether anyone in the household receives unemployment benefits, and on being told the household receives Social Security and pension income concluded: "Unfortunately, yes, ma'am. Like you said, no retention options available."

On August 20, 2026 Sierra told me, "we don't have on our end yet that it is dismissed," and "on our end, it still shows in the bankruptcy status. It's not in foreclosure status." She said, "that sale date is null as long as you're in bankruptcy with us." She told me she was 99.9 percent sure the sale would not proceed on September 29, and when I repeated that back to her she confirmed it: "Correct." She put the same figure in her own words a

few minutes later: "there's just that one percent that we would need you to confirm with the bankruptcy attorney." She also said, "The September 29th date in my from what I can say, I do not believe that's valid." Asked why no modification appeared available, she said, "typically when it's in the bankruptcy status, that's not something that would be offered. It just has null. It just says loan has no available options. But I'm not entirely sure if that's based on the note. It just for me, it just shows it's due to the bankruptcy status."

Sierra also gave me the number for SPS's bankruptcy counsel, 561-241-6901, telling me they would be "the best the best person to get this information from" and that she was "confident that our bankruptcy attorney will be able to give you more of the for sure answers." I called on August 31, 2026 and left a message. No one returned the call.

On August 31, 2026 Stacia of the Consumer Ombudsman Department said the sale "was actually put on hold due to the bankruptcy."

On September 4, 2026 Markevius checked the file and told me, "Foreclosure action is currently on hold due to the act of bankruptcy plan," and "The foreclosure is not going to proceed on the 29th." Asked whether a new date would be noticed, he said, "They should." Within hours Stacia told me the "foreclosure sale date is scheduled for 929."

Two representatives did say the file would return to foreclosure status once SPS's records were corrected. Sierra said on August 20 that "once dismissed, it may fall into the foreclosure status," and Frida said on September 1 that "Once the bankruptcy is removed from the account, it definitely will go back to foreclosure status." But Sierra said in the same conversation that a dismissal would mean re-noticing and a restart of the ninety days. SPS has instead corrected its records, kept the original date, and proceeded. Asked on September 1 whether the date would be moved, Frida answered: "At this time, no, it's still September 29th."

I reported the dismissal on every one of those calls. I said so on August 17, on August 20, on August 31 and on September 4. Each assurance SPS gave me rested on its own records continuing to show a case that ended on August 6, 2026, and I was the one telling SPS it had ended.

Separately, on September 8, 2026 SPS placed a letter in my portal stating that SPS "is committed to home retention and offers many assistance options designed for customers who are experiencing temporary or permanent hardship," and inviting me to "call us as soon as possible to discuss your situation and the options that may be available to you." That was fourteen days after SPS denied the application and the day before the trustee's published report showed this file as a Trustee Sale. When I put letters of that kind to Frida on September 1, she said, "that's a general letter that's sent out."

WHAT IS SOUGHT

No part of this debt need be forgiven. Our documented income is \$21,214.70 a month in pension and Social Security, fixed for life. The contractual payment is \$12,392.05, which is 58.4 percent of it.

We are seeking a modification of the terms, including a reduction of the interest rate from 8.000 percent and an extension of the maturity date. Those are not our invention. SPS's own letter of May 28, 2026 states that available assistance may include "a reduction of your interest rate, a partial payment deferral or an extension to the maturity date." In sixteen months SPS has not identified a single provision of the Note, the Deed of Trust, or any investor instrument that prevents any of them, and on August 5, 2026 SPS enclosed the Note and Deed of Trust as "all the documentation we relied upon to reach our determination." Neither restricts modification.

At a minimum we ask that the arrears be deferred to the end of the loan so that we can resume paying the contractual amount. That is the relief Stacia herself proposed on August 31, saying she would "put it in for a deferral," before declining it on September 4 on the footing that "We don't have 37 or more days," counted from the date of that call rather than from the date the application was received. On the same call she said of the August 21 submission, "I just don't see where anybody has opened up that request."

A postponement or cancellation is what allows these matters to be worked out. There is nothing to work out after a sale.

Every call with SPS between August 17 and September 4, 2026 was recorded, by SPS on notice and by me. Audio and transcripts are available to either of you on request.

Complaints were filed on September 9 and 10, 2026 with the Consumer Financial Protection Bureau, complaint No. 260910-38192406, and with the Arizona Attorney General's Office, confirmation No. LVR86-QZVE8. Each sets out these matters in full, with SPS's own correspondence and the recordings attached. SPS's letter of May 12, 2025 refusing a loss mitigation review was itself copied to the Bureau under complaint No. 250429-20442264, which remains open.

Arizona counsel is prepared to act for us and will seek a temporary restraining order and preliminary injunction before the sale if it is not postponed.

Please confirm in writing whether the sale will be postponed, and if not, on what basis.

Elizabeth Naylor Account [REDACTED] 1155 | Trustee file 25-08950-SP-AZ [REDACTED] 69th Street, Scottsdale, Arizona 85254 [REDACTED]

EXHIBIT O

Letter to SPS

September 12, 2026. Renews the request and seeks a reasonable accommodation for Mr. Owens.

Letter to SPS

September 12, 2026. Renew the request and seeks a reasonable accommodation for Mr. Owens.

To: ombudsman@spservicing.com; relationship.manager@spservicing.com

Cc: [REDACTED]; general@tblaw.com

Subject: Account [REDACTED] 1155, CFPB case 260910-38192406 -- misrouting of a loss mitigation application to a dispute queue, and request to postpone the September 29 sale

To Select Portfolio Servicing, and to Tiffany & Bosco as Successor Trustee,

I am writing about what has happened on this account in the past four days. Each of the matters below is taken from SPS's own letters, from recordings of SPS's own representatives, or from the published records of SPS's trustee and its auctioneer.

1. SPS HAS AGAIN ROUTED A LOSS MITIGATION MATTER TO A DISPUTE QUEUE.

On September 11, 2026 I called SPS to ask why the trustee's listing had changed. Maria of SPS explained it. She asked, "Did you do a dispute?" She then said, "that's why it was taken up from foreclosure to pending is because dispute is pending," and "They took it from foreclosure into dispute status." She said the record showed "the disputes received for yesterday."

What SPS received on September 9, 2026 was a complaint to the Consumer Financial Protection Bureau, case number 260910-38192406, which SPS acknowledged by letter dated September 11, 2026.

This is the second time SPS has taken a loss mitigation matter and processed it as a dispute. On August 24, 2026 SPS wrote of our complete application that it "did not raise an issue with the servicing of your account" and that SPS "consider[s] this matter closed." A complete loss mitigation application and a regulatory complaint about the handling of that application are not disputes about the servicing of an account. They are the servicing of the account.

2. THE ACCOUNT IS CODED FOR THE SALE TO BE COMPLETED.

On the same call Maria read from SPS's record: "they put on here the foreclosure date, September 29th of 2026. Fortunately, you are no longer eligible for loss mitigation options. You may qualify for relocation assistance upon completion of the foreclosure sale, and we'll notify you of the next step in the process."

That is SPS's internal position as of September 11, 2026: the sale proceeds, no loss mitigation option is available, and the next step contemplated for this household is relocation assistance after the house is sold.

It cannot be reconciled with SPS's letter of September 11, 2026, sent the same day, stating that SPS "is committed to home retention and offers many assistance options designed for customers who are experiencing temporary or permanent hardship," which "may include special payment arrangements, structured repayment plans, or loan modifications." Nor with SPS's letter of September 8, 2026 in identical terms. Both were sent after the denial of August 25, 2026.

3. THE HOLD IS TEMPORARY, AND SPS SAYS SO.

Maria first told me the file had been taken "out of foreclosure." Later in the same call, after checking, she corrected that: "it's just on an active foreclosure because they're reviewing this."

Asked what happens when the review concludes, she said: "as soon as they do a decision on the dispute, then they would keep moving forward if it's not granted for the dispute." Asked when a decision would be made, she answered, "No," she did not know.

So the current status is a pause of unknown duration inside an active foreclosure, after which the September 29 date resumes. That is not a postponement. We have asked for a postponement and have not received one.

4. NOBODY WILL PRODUCE THE RECORD OF HOW THIS SALE WAS CONTINUED.

On September 9, 2026 I asked Mr. McDonald for the postponement history: for each occasion the sale noticed for May 26, 2026 was continued, the date the declaration was made, the place, the date and time it was continued to, and the person who made it, with particular reference to May 26 and July 28. On September 10 Mr. Gomez replied that the file was active and that postponement requests must go to SPS. He did not address the declarations. I asked again that morning. I have had no answer.

On September 10, 2026 I asked ServiceLink Auction, which conducts the sale. On September 11 Josias Arebalo replied: "We unfortunately are unable to send any log entry or summary for these listings provided. You are correct, this listing is in our inventory and the current sales date has now been postponed to 09/29/2026." He added that ServiceLink is "only the 3rd party auctioneer and we do as instructed by them," and referred me back to Tiffany & Bosco.

SPS has told me it does not hold the record. Tiffany & Bosco has not answered. ServiceLink says it will not release it and acts on the trustee's instructions.

A.R.S. 33-810(B) permits a noticed sale to be continued only by public declaration made at the time and place last appointed for the sale, and only to a date not later than ninety calendar days from that declaration. May 26 to September 29 is one hundred and twenty-six days. At least one intervening declaration must exist for the September 29 date to stand. No cancellation and no subsequent Notice of Trustee's Sale appears in the Maricopa County Recorder's index for APN 175-25-028.

On August 20, 2026 Sierra of SPS's bankruptcy department told me what a dismissal would require: "we definitely have to give those notices before we can proceed with the foreclosure sale," and, asked whether we would receive a further ninety days, "you are correct, though. Like on the 90 days, we typically would have to restart the process." She said that "even with the sale date of September, it would need to like refile with the court and all of that."

SPS did not re-notice. It kept the September 29 date. And no party will produce the record establishing that the date is properly held.

5. RONALD IS IN HOSPITAL.

My husband, Ronald Owens, was admitted this week with a serious viral infection. On discharge he goes directly into acute rehabilitation for a minimum of two weeks. No discharge date has been set. He is 80 years old, has lived with Parkinson's disease for twenty-five years, and carries a current Stage IV cancer diagnosis. Our house is adapted for his care and is where he is to be discharged to.

He is a borrower on this loan and a party to every decision about it. For the foreseeable period he cannot sign, be consulted, or respond to anything SPS sends. He will in all likelihood be in a rehabilitation bed at 10:00 a.m. on September 29 while his home is sold.

I request a reasonable accommodation under 42 U.S.C. 3604(f)(3)(B) and A.R.S. 41-1491.19: postpone this sale while he is in hospital and in rehabilitation. Hospital records will follow the day you ask for them.

6. THE APPLICATION OF AUGUST 21 HAS STILL NOT BEEN DETERMINED.

It reached SPS thirty-nine days before the sale, through the SPS portal at 11:47 a.m. on August 21, 2026 under SPS's own document category, and by Priority Mail Express the same day. SPS closed it on August 24 as not raising an issue with the servicing of the account. SPS denied it on August 25, four days after receipt and one day before the mailed copy was delivered, without requesting a single document.

On September 1, 2026 Frida of the Consumer Ombudsman Department told me the account would not be reviewed "because the foreclosure sale date of September 29th is too close, so we're not able to review it for any options," and, reading the servicing record, that "I'm not sure that we've ever reviewed it for any assistance options previously." Asked what response the pending application would receive, she answered, before any review: "you will receive an ineligibility letter back again."

12 C.F.R. 1024.41(g) prohibits a servicer from conducting a foreclosure sale while a complete application received more than thirty-seven days beforehand remains undetermined. No determination has issued, no option has been offered for us to reject, and there is no agreement we could have failed to perform.

WHAT IS SOUGHT

No part of this debt need be forgiven. Our documented income is \$21,214.70 a month in AFTRA pension and Social Security benefits. Both pensions were elected under the 100 percent Joint and Survivor Annuity form of payment, so that on the death of either of us the survivor receives the whole of the other's pension. That income cannot be reduced or garnished. The contractual payment is \$12,392.05, or 58.4 percent of it, and we can meet it.

We seek a modification of the terms of this loan: a reduction of the interest rate from 8.000 percent, an extension of the maturity date, and a deferral of the arrears to the end of the term. SPS named all three itself. Its letter of May 28, 2026 states that available assistance may include "a reduction of your interest rate, a partial payment deferral or an extension to the maturity date."

Every refusal has rested on the Note or on the requirements of the Noteholder, and neither has been substantiated. On August 5, 2026 SPS enclosed the Note and the Deed of Trust and described them as "all the documentation we relied upon to reach our determination." Neither instrument restricts modification, deferral, forbearance or extension of the maturity date. No provision has been identified to us by document and section number. SPS has said only that the Noteholder's requirements "may include limitations on modification characteristics," and on July 9, 2026 declined to identify them at all: "where the inquiry requests information that is either proprietary or confidential, we will not be providing such information."

The Noteholder does not claim the decision. U.S. Bank Trust Company, National Association, as trustee for COLT 2024-3, wrote on June 22, 2026 that it has no role in reviewing, approving or disapproving SPS's loss mitigation decisions, and directed us to SPS. SPS wrote on July 17 and again on August 5, 2026 that "any request for mortgage assistance should be directed to SPS in order to ensure a timely response and resolution." Tiffany & Bosco wrote on September 10, 2026 that this "is an SPS file that requires us to let borrower or 3rd party to reach out" to SPS. ServiceLink wrote on September 11, 2026 that it acts "as instructed by" Tiffany & Bosco. Four parties, and not one citation to the provision said to bar the relief.

What we require is time. Sixteen months have been spent moving between SPS, its Noteholder, its trustee, its auctioneer and its bankruptcy counsel without an answer to the single question that governs this file: what provision prevents a modification of this loan. That question cannot be resolved in seventeen days, and it cannot be resolved at all once the Property is sold. A postponement or cancellation permits it to be resolved. A sale forecloses it.

WHAT IS REQUESTED

Please confirm in writing whether the sale will be postponed. If it will not be, please state the basis, and provide the two things that have been requested and not supplied:

The provision of the Note, the Deed of Trust, or any investor instrument on which SPS relies in declining a modification, identified by document and section number.

The record of each public declaration by which the sale noticed for May 26, 2026 was continued, including the date, the place, and the person who made it.

Absent that record, the September 29 date stands on nothing that has been shown to us, and we are entitled to know before the sale rather than after it.

Please also confirm whether the loss mitigation application received August 21, 2026 has been referred out of the dispute queue and to the department responsible for evaluating it.

Every call with SPS between August 17 and September 11, 2026 was recorded, by SPS on notice and by me. Audio and transcripts are available on request.

Complaints are open with the Consumer Financial Protection Bureau, case No. 260910-38192406, and with the Arizona Attorney General's Office, confirmation No. LVR86-QZVE8. SPS's letter of May 12, 2025 refusing a loss mitigation review was itself copied to the Bureau under complaint No. 250429-20442264, which remains open.

Arizona counsel is prepared to act and will seek a temporary restraining order and preliminary injunction before the sale if it is not postponed. Should the sale proceed on September 29, 2026, relief will be sought on the grounds set out in this letter, including under A.R.S. 33-807 and 33-810(B), the sale having been conducted without authority if the noticed sale was not continued by public declaration as that provision requires; under A.R.S. 33-420, in respect of any instrument recorded in connection with the sale containing a material misstatement, including any recital of compliance with A.R.S. 33-807 through 33-811; and under 12 C.F.R. 1024.41 and 12 U.S.C. 2605(f).

Elizabeth Naylor Account [REDACTED] 1155 | Trustee file 25-08950-SP-AZ [REDACTED] 69th Street, Scottsdale, Arizona 85254 [REDACTED] [REDACTED]

EXHIBIT P

Notice of Error and Request for Information

Served on SPS September 15, 2026 by certified mail to SPS's designated address. Twelve errors asserted.

NOTICE OF ERROR AND REQUEST FOR INFORMATION

12 C.F.R. 1024.35 and 1024.36 | Account [REDACTED] 1155 | September 15, 2026

To	Select Portfolio Servicing, Inc., Notice of Error / Request for Information / Qualified Written Request, P.O. Box 65277, Salt Lake City, Utah 84165-0277
Copy to	SPS Consumer Ombudsman Department; Leonard J. McDonald, Esq., and Tiffany & Bosco, P.A., as Successor Trustee
Borrowers	Ronald Stephen Owens, Elizabeth Ann Naylor, Sarah Owens Navarro (named in the Deed of Trust as Sara Owens) and Christian George Alfonso Navarro
Account	[REDACTED] 1155
Property	[REDACTED] 59th Street, Scottsdale, Arizona 85254; APN 175-25-028
Trustee file	25-08950-SP-AZ
Notice of Trustee's Sale	Maricopa County Instrument No. 20260099842
Sale date	September 29, 2026, 10:00 a.m. As of September 15, 2026, the Tiffany & Bosco, P.A. Pending Sales Arizona report shows this file as On Hold for that date. No Cancellation of Notice of Trustee's Sale has been recorded.
Date	September 15, 2026

I. Summary

This is a Notice of Error under 12 C.F.R. 1024.35 and, to the extent it seeks documents or information, a Request for Information under 12 C.F.R. 1024.36. It is delivered to the exclusive address SPS designates for such notices. SPS's Assistance Ineligibility Notice of June 2, 2026 states of that address: "this is our exclusive address under Federal Law for these matters. If you send your correspondence to any other address, it may not be processed in accordance with Federal law."

Twelve errors are asserted, in order of gravity, following a statement of why SPS's answers to the prior notices did not comply with 12 C.F.R. 1024.35(e). The first goes to whether SPS may lawfully permit a sale to be conducted on September 29, 2026 at all. The second goes to a federal prohibition presently in force against that sale. The third goes to a refusal, now in its seventeenth month, to state the basis upon which every request for assistance has been denied.

Errors 1 and 2 are asserted under 12 C.F.R. 1024.35(b)(10), and Error 7 under 12 C.F.R. 1024.35(b)(9). A response to each is required under 12 C.F.R. 1024.35(e)(3)(i)(B) prior to the date of the foreclosure sale, or within thirty business days of receipt, whichever is earlier. That period may not be extended. 12 C.F.R. 1024.35(e)(3)(ii). A response to Errors 1, 2 and 7 is therefore required before September 29, 2026.

Errors 3 through 6 and 8 through 12 require a response within thirty business days of receipt, under 12 C.F.R. 1024.35(e)(3)(i)(C). SPS may extend that period by fifteen business days only if it notifies the borrowers in writing before the thirtieth business day and states the reasons for the extension. 12 C.F.R. 1024.35(e)(3)(ii). No extension is available in respect of Errors 1, 2 or 7.

The borrowers first sought loss mitigation on April 28, 2025, through a HUD-approved housing counseling agency, when they were seventy-two days delinquent, when the sum required to cure the default was \$24,522.30, and when no Notice of Trustee's Sale had been recorded and no sale had ever been scheduled. The first Notice of Trustee's Sale was recorded nearly ten months afterwards, on February 19, 2026. Nothing asserted in this notice was raised in response to a sale date. The sum required to reinstate is now \$228,213.24.

This notice does not repeat the Notice of Error and Request for Information of August 21, 2026, the Notice of Error of June 30, 2026, or the Notice of Error of June 3, 2026. Each is incorporated by reference. None is withdrawn. This notice rests upon information that did not exist when they were sent: the four written requests made between September 9 and September 11, 2026 for the record of the public declarations, the responses and non-responses to them, three unannounced changes in the published status of the sale, and SPS's statement of September 11, 2026 that a regulatory complaint had been moved into a dispute queue and the foreclosure status changed accordingly.

II. SPS's responses to the prior notices have not complied with 12 C.F.R. 1024.35(e)

Three Notices of Error preceded this one, dated June 3, June 30 and August 21, 2026. SPS answered the first two by letters of July 9 and August 5, 2026, and answered the third not at all. Neither answer complied with 12 C.F.R. 1024.35(e), for the following reasons.

No reasonable investigation is evidenced. The letter of July 9, 2026 records four inquiries, received June 3, June 9, June 18 and June 30, 2026, and answers them in five paragraphs under two headings. The letter of August 5, 2026 records two inquiries and answers them in six. Neither identifies a record examined, a person consulted, or a step taken. The letter of August 5, 2026 states that "SPS has reviewed its processes and is confident that the servicing of the account by SPS has been compliant with all applicable state and federal regulations." It states further that "[o]ur review has confirmed that no errors have occurred regarding the concerns raised in the inquiries." A statement of confidence is not a determination. A conclusion is not an investigation. 12 C.F.R. 1024.35(e)(1)(i)(B) requires a written notification that no error occurred, the reasons for that determination, and a statement of the borrowers' right to request the documents relied upon.

No specific reasons are given. Neither letter states, as to any asserted error, what the error was said to be or why SPS concluded it had not occurred. Each addresses subject headings, "Loss Mitigation," "Foreclosure," "Noteholder," rather than the errors asserted.

The documents relied upon were withheld. Both letters state: "We have provided all the documentation we relied upon to reach our determination. If a document was not provided, it is because it is privileged or proprietary." The documents provided were the Note and the Deed of Trust. 12 C.F.R. 1024.35(e)(4) requires a servicer to provide, at no charge, copies of the documents relied upon within fifteen days of a request, and to notify the borrower in writing if it determines that a document is confidential or proprietary. A blanket assertion

appended to a determination letter, identifying no document, is not that notification.

The August 21, 2026 notice was closed rather than answered. On August 24, 2026, SPS wrote that the correspondence "did not raise an issue with the servicing of your account" and that SPS "consider[s] this matter closed." That notice asserted errors in the servicing of the account under 12 C.F.R. 1024.35(b). Closing it on the footing that it raised no servicing issue is not a response under 12 C.F.R. 1024.35(e)(1), and no response to it has since been provided.

Each letter rested upon a bankruptcy premise that was false when written. The letters of June 2, July 9, August 5 and August 25, 2026 each state that SPS's records indicate the obligation "has either been discharged or is subject to an automatic stay order under the United States Bankruptcy Code." Neither alternative was true after June 21, 2026. The automatic stay in Chapter 11 Case No. 2:26-bk-05144-MCW terminated on that date under 11 U.S.C. 362(c)(3)(A), the earlier Chapter 13 case having been dismissed within the preceding year. The case itself was dismissed on August 6, 2026 without a discharge, as was Chapter 13 Case No. 2:25-bk-07596-PS on January 26, 2026. No discharge has ever been entered upon this obligation.

SPS knew the stay had terminated. On July 8, 2026, it wrote to the borrowers that the sale had been "postponed and re-scheduled to occur on 09/29/2026," and on February 13, 2026 it had appointed a successor trustee. A servicer that reschedules a trustee's sale is not a servicer that believes the sale is stayed. The letters of August 5 and August 25, 2026 repeat the premise after the case had been dismissed, and the borrowers had reported that dismissal by telephone on August 17 and August 20, 2026.

The answers were internally inconsistent. The letter of July 9, 2026 states both that a postponement "is done by public declaration only at the time and place appointed for the sale" and that "[t]he foreclosure sale that was set for May 2026 was postponed due to the bankruptcy filing." The letter of July 9, 2026 states that a request for assistance was received on May 29, 2026 and denied by an Assistance Ineligibility Notice dated June 2, 2026. On July 9, 2026, the date of that letter, SPS's own customer portal displayed "Your account is not eligible for this functionality" upon the Request for Mortgage Assistance page and "No Application" upon the Assistance Program Status page. Screen captures are retained. Either an application was pending, in which case the portal was inaccurate and the acknowledgment, determination, specific reasons and appeal notice required by 12 C.F.R. 1024.41 were never furnished; or no application was pending, in which case SPS denied nothing and 12 C.F.R. 1024.41(i) has no application.

Two inconsistent positions were maintained at once. To the borrowers, the bankruptcy was the reason nothing could proceed. The letters of June 2, July 9, August 5 and August 25, 2026 each recite that the obligation "has either been discharged or is subject to an automatic stay order." On August 20, 2026, Sierra of SPS's bankruptcy department stated that "that sale date is null as long as you're in bankruptcy with us." On August 31, 2026, Stacia of the Consumer Ombudsman Department stated that the sale "was actually put on hold due to the bankruptcy." Upon four occasions between August 17 and September 4, 2026, SPS representatives stated that the sale would not proceed.

To the Successor Trustee, the termination of the automatic stay on June 21, 2026 was the occasion to act. On July 8, 2026, seventeen days afterwards, SPS wrote that the sale had been "postponed and re-scheduled to occur on 09/29/2026."

Then, on September 1, 2026, Frida of the Consumer Ombudsman Department declined to review the application received August 21, 2026 "because the foreclosure sale date of September 29th is too close, so we're not able to review it for any options." SPS fixed that date and then relied upon the date it had fixed.

A servicer may not hold a borrower in abeyance upon the footing that a bankruptcy prevents evaluation while simultaneously instructing its trustee to reschedule the sale upon the footing that the stay has ended. That conduct is a failure to provide accurate information to a borrower regarding loss mitigation options and foreclosure, and an error within 12 C.F.R. 1024.35(b)(7).

The 2025 answer and the 2026 answers are the same answer. SPS's letter of May 12, 2025, signed by Benjamin Rosenbaum, Customer Advocate, endorsed "This is in response to your request for information," copied to the Bureau under file No. 250429-20442264, and sent in response to a submission made through the Neighborhood Assistance Corporation of America, a HUD-approved housing counseling agency, refused a loss mitigation review upon the ground that "SPS is required to service its accounts according to the requirements of the Noteholder" and that "not all circumstances will allow for an available home retention option." It identified no requirement and no provision. It closed: "Our review has confirmed no error(s) has occurred regarding the concerns raised in the inquiry."

Sixteen months afterwards, the letter of August 5, 2026 refused a loss mitigation review upon the ground that SPS "is required to service its accounts according to the requirements of the Noteholder, which may include limitations on modification characteristics." It identified no requirement and no provision. It closed: "Our review has confirmed that no errors have occurred regarding the concerns raised in the inquiries."

Two complaints to the Bureau, five Notices of Error, and a submission through a HUD-approved counseling agency have produced the same two sentences. Neither letter gave notice of any right of appeal, as 12 C.F.R. 1024.41(h)(1) requires where an application is received during the period to which 12 C.F.R. 1024.41(f)(2) applies. When the 2025 submission was made the sum required to cure the default was \$24,522.30. The sum required to reinstate is now \$228,213.24.

A course of conduct repeated in identical terms across seventeen months, two regulatory complaints and five written notices is a pattern or practice of noncompliance within the meaning of 12 U.S.C. 2605(f)(2).

Those failures are themselves errors within 12 C.F.R. 1024.35(b)(11), and they are the reason the errors asserted below are asserted again.

III. Error 1: SPS is permitting a sale to be maintained that is not shown to be authorized

The rule. A.R.S. 33-807(A) confers a power of sale exercisable pursuant to a Notice of Trustee's Sale given in accordance with A.R.S. 33-808. A.R.S. 33-810(B) permits the sale so noticed to be continued only by public declaration made at the time and place last appointed for the sale, and to a date not later than ninety calendar days from that declaration. No other mechanism exists. An instruction from a servicer to postpone is not a declaration.

The arithmetic. Instrument No. 20260099842, recorded February 19, 2026, set this sale for May 26, 2026. September 29, 2026 falls one hundred and twenty-six days later. The present date cannot derive from a single

declaration made on May 26. At least one intervening declaration must exist for it to stand. SPS has identified July 28, 2026 in writing as a scheduled sale date, so declarations must have been made on both May 26 and July 28.

SPS states the rule and then departs from it. SPS's letter of August 5, 2026 states: "there is no issue with the Notice of Sale, as there is no statutory requirement for a written postponement notification in Arizona. ARS 33 810 (B) makes it clear that a postponement is done by public declaration only at the time and place appointed for the sale. Meaning, if there is a sale this morning and SPS directs the servicer to postpone the sale for 30 days. The only notice of postponement required is an oral declaration at the time of the sale that morning, and the auctioneer is required to state the new date and time for the sale 30 days out."

SPS has nevertheless accounted for both of the relevant dates, in writing, by reference to the bankruptcy rather than to any declaration. Its letter of July 9, 2026 states: "The foreclosure sale that was set for May 2026 was postponed due to the bankruptcy filing." Its letter of August 5, 2026 states: "In the inquiries, you indicated that the foreclosure sale scheduled for July 28, 2026, is not valid. The foreclosure action on the account is currently on hold due to the active bankruptcy plan."

SPS has also stated, through its bankruptcy department, what the dismissal of the Chapter 11 case would require of it. On August 20, 2026, Sierra of that department told Ms. Naylor: "we definitely have to give those notices before we can proceed with the foreclosure sale." Asked whether a further ninety days would follow the dismissal, she said: "you are correct, though. Like on the 90 days, we typically would have to restart the process." She added that "even with the sale date of September, it would need to like refile with the court and all of that." SPS did not re-notice. It retained the September 29, 2026 date.

Those accounts cannot stand with the rule SPS itself recites. A bankruptcy filing is not a public declaration made at the time and place appointed for the sale. The Chapter 11 petition, Case No. 2:26-bk-05144-MCW, was filed May 22, 2026, and the automatic stay under 11 U.S.C. 362(a) was in force on May 26, 2026. A trustee appearing at the Superior Court Building that morning to cry a continuance would have been acting in respect of property of the estate while the stay was in force.

The record has been sought from every party that could hold it and has not been produced. Leonard J. McDonald, Esq., of Tiffany & Bosco, P.A. was appointed Successor Trustee under the Deed of Trust on February 13, 2026 by Substitution of Trustee recorded as Maricopa County Instrument No. 20260099841, and executed the Notice of Trustee's Sale on February 19, 2026. On September 9, 2026, Mr. McDonald was asked, in writing, for the date of each declaration, the place at which it was made, the date and time to which the sale was continued, and the name of the person who made it, with particular reference to May 26 and July 28. On September 10, 2026 Manuel Gomez-Jaramillo, Customer Service Supervisor at Tiffany & Bosco, P.A., replied that "the foreclosure File is active with sale scheduled for 9/29/26 at 10am" and that this "is an SPS file that requires us to let borrower or 3rd party to reach out" to SPS for any postponement. He identified no declaration, no date, no place and no person. The request was renewed the same morning and has not been answered.

SPS was asked by letter of September 10, 2026. SPS has not answered.

ServiceLink Auction, LLC, which conducts the sale, was asked on September 10, 2026. On September 11 Josias Arebalo replied: "We unfortunately are unable to send any log entry or summary for these listings provided. You are correct, this listing is in our inventory and the current sales date has now been postponed to 09/29/2026." He

stated that ServiceLink is "only the 3rd party auctioneer and we do as instructed by them," and referred the request back to Tiffany & Bosco, P.A.

The address to which Tiffany & Bosco, P.A. directed the borrowers, relationship.manager@spservicing.com, replied automatically that it "is for the receipt of communications only."

As of the date of this notice, no party has stated whether a public declaration was made on May 26, 2026, whether one was made on July 28, 2026, where either was made, or who made it. Six days have passed since the first request and five since the second. No acknowledgment of either request has been received from SPS, and no substantive response has been received from any party.

No Cancellation of Notice of Trustee's Sale and no subsequent Notice of Trustee's Sale appears in the Maricopa County Recorder's index for APN 175-25-028.

The error. SPS is servicing this account, and communicating foreclosure status to the borrowers, upon the footing that September 29, 2026 is the operative sale date, while no party will identify the statutory event that created it. SPS has not demonstrated that any declaration was made. It has offered an explanation inconsistent with the only lawful mechanism, and it has declined to produce the record. A statutory power of sale is exercisable only upon compliance with the conditions upon which it is conferred, and the records establishing that compliance are held by SPS and its trustee and by no one else. That is an error within 12 C.F.R. 1024.35(b)(7), being a failure to provide accurate information to a borrower regarding a foreclosure, and within 12 C.F.R. 1024.35(b)(11). It is further an error within 12 C.F.R. 1024.35(b)(10): the sale so maintained is one that 12 C.F.R. 1024.41(g) prohibits, for the reasons set out at Error 2 below, and SPS is permitting it to be maintained.

If a required declaration was not made, Instrument No. 20260099842 will not support a sale on September 29, 2026, and a fresh Notice of Trustee's Sale would be required under A.R.S. 33-808, the sale to be set not less than ninety-one days after recording.

IV. Error 2: SPS has not acted to prevent a sale prohibited by 12 C.F.R. 1024.41(g)

A complete loss mitigation application was submitted through SPS's customer portal at 11:47 a.m. on August 21, 2026 under SPS's own document category, "Mortgage Assistance Required Documentation," and an identical package was dispatched the same day by United States Postal Service Priority Mail Express to the address SPS publishes for overnight delivery. September 29, 2026 falls thirty-nine days after August 21, 2026.

12 C.F.R. 1024.41(b)(3) provides that the protections which depend upon the interval between receipt of a complete application and a foreclosure sale are determined as of the date the complete application is received.

12 C.F.R. 1024.41(g) provides that where a complete application is received more than thirty-seven days before a foreclosure sale, a servicer shall not conduct the sale unless it has sent the borrower the notice required by 12 C.F.R. 1024.41(c)(1)(ii) stating that the borrower is not eligible for any loss mitigation option and any appeal period has expired, the borrower has rejected all options offered, or the borrower has failed to perform under an agreement on a loss mitigation option.

None of those conditions obtains. The letter of August 25, 2026 states that the account "is ineligible for one or more resolution options or it is ineligible for the option you selected on the RMA," and that SPS "may be able to help you with an alternate resolution option." A notice that a borrower is ineligible for one or more options, and that an alternate option may be available, is not a notice that the borrower is not eligible for any loss mitigation option. It asserts the contrary. It is, word for word, the notice SPS issued on June 2, 2026 upon an earlier submission. No option has been offered for the borrowers to reject. There is no agreement under which they could have failed to perform.

SPS has itself identified the relief and then declined it upon a miscalculation. On August 31, 2026, Stacia of the Consumer Ombudsman Department undertook to submit a request for a deferral of the arrears. She described it as follows: "we can see if we can put it in for a deferral... to the back end of the balance... you don't pay interest on that... it ends up come and due all at once at maturity." On September 4, 2026, she declined it: "We don't have 37 or more days." That interval was computed from the date of the call, which is twenty-five days before the sale. The measure prescribed by 12 C.F.R. 1024.41(b)(3) is the date of receipt, August 21, 2026, which is thirty-nine days before the sale. 12 C.F.R. 1024.41(b)(3) prescribes the latter measure.

SPS has nevertheless permitted September 29, 2026 to be maintained as an active sale date. The Official Interpretations to 12 C.F.R. 1024.41(g) contemplate that a servicer may be required to act through foreclosure counsel, and to instruct counsel as necessary, to prevent the conduct of a prohibited sale.

The consequence of proceeding is not remediable afterwards. Under A.R.S. 33-811(B) the recitals in a trustee's deed are prima facie evidence of compliance and are conclusive in favor of a purchaser for value without notice. Under A.R.S. 33-811(C) a trustor waives all defenses and objections not raised in an action in which relief is obtained before 5:00 p.m. on the last business day preceding the sale.

SPS's failure to take and document the action necessary to prevent the September 29, 2026 sale is an error within 12 C.F.R. 1024.35(b)(10), being the conduct of a foreclosure sale in violation of 12 C.F.R. 1024.41(g), and within 12 C.F.R. 1024.35(b)(11).

V. Error 3: SPS has never stated the specific reason for any denial, nor identified the requirement relied upon

The rule. 12 C.F.R. 1024.41(d) requires the notice under 12 C.F.R. 1024.41(c)(1)(ii) to state the specific reason for the denial of any trial or permanent loan modification option. Where the denial rests upon a requirement of the owner or assignee of the loan, the Official Interpretations to that provision require the notice to identify the owner or assignee and the requirement relied upon. A general reference to investor guidelines does not discharge that obligation. Confidentiality is not among the grounds upon which it is excused.

What has been asked. On May 21, 2025, three days before the cure date stated in the Notice of Default, Elizabeth Naylor delivered a written demand to SPS's Office of the President and Executive Escalations. It required a response by 5:00 p.m. on May 23, 2025, and it asked three questions:

- (a) acceptance or rejection of specified modification terms, being a forty-year re-amortization of the unpaid principal balance, a reduction of the interest rate, and capitalization and deferral of the missed installments to maturity;

(b) if denied, "the exact investor policy, PSA clause, or directive prohibiting SPS from offering or reviewing loan modifications"; and

(c) confirmation whether the file had been submitted to U.S. Bank Trust Company, N.A. as trustee for COLT 2024-3, and if not, "the internal authority used to deny it."

That letter stated: "We are not requesting forgiveness. We are not seeking special treatment." It recorded that this was the borrowers' first request for hardship assistance in more than thirty years of home ownership, and that household income exceeded \$21,000 a month in guaranteed pension and Social Security benefits. It identified the provisions SPS was said to have contravened, being 12 C.F.R. 1024.41(c), 1024.41(d) and 1024.35(e).

None of those three questions has been answered, then or since. The demand was renewed in the Notice of Error of June 3, 2026, in the Notice of Error of June 30, 2026, in the Notice of Error and Request for Information of August 21, 2026, and in correspondence of September 10 and September 12, 2026.

What has been answered. On May 12, 2025, SPS wrote that the account was "currently ineligible for a loss mitigation resolution review" and that "SPS is required to service its accounts according to the requirements of the Noteholder." On July 9, 2026, SPS wrote: "Per investor guidelines, the account is not eligible for any loss mitigation reviews. SPS is required to service its accounts according to the requirements of the Noteholder, which may include limitations on modification characteristics," and declined to identify the guidelines: "where the inquiries requests information that is either proprietary or confidential, we will not be providing such information." The letter of August 5, 2026 repeats the same formulation. It is conditional. SPS has never asserted that any requirement in fact restricts this loan.

What the documents SPS produced provide. SPS has twice produced the same documents as the entirety of its authority. Its letter of May 12, 2025, signed by Benjamin Rosenbaum, Customer Advocate, and copied to the Bureau, enclosed the Note and the Deed of Trust, and referred the borrowers to "the terms of your enclosed Deed of Trust" and "the enclosed Note." Its letters of July 9 and August 5, 2026, signed by Leah Talon, Customer Advocate, enclosed the same two instruments and stated: "We have provided all the documentation we relied upon to reach our determination. If a document was not provided, it is because it is privileged or proprietary."

Seventeen months apart, upon two occasions, SPS has identified the Note and the Deed of Trust as the documents upon which it relies.

Neither letter identifies a page, a section, a paragraph or a sentence. The Deed of Trust runs to eleven pages upon the Fannie Mae/Freddie Mac Arizona Uniform Instrument, Form 3003 (07/2021), and contains twenty-five numbered sections together with a definitions clause. The Note runs upon Form 3200 (07/2021) and contains eleven. SPS has produced some fifteen pages of instruments, stated that they are the entirety of its authority for refusing to review this account, and left the borrowers to locate within them a provision that SPS has never named.

What SPS has said instead, in terms, is this. On May 12, 2025: "SPS is required to service its accounts according to the requirements of the Noteholder and while SPS is committed to assisting customers, not all circumstances will allow for an available home retention option." On July 9, 2026: "Per investor guidelines, the account is not

eligible for any loss mitigation reviews. SPS is required to service its accounts according to the requirements of the Noteholder, which may include limitations on modification characteristics," and "where the inquiries requests information that is either proprietary or confidential, we will not be providing such information." On August 5, 2026, the same formulation, together with "We have provided all the documentation we relied upon to reach our determination. If a document was not provided, it is because it is privileged or proprietary." On September 4, 2026, Stacia of the Consumer Ombudsman Department: "sometimes there isn't a clear answer," and "we abide by all the guidelines of the actual investor and sometimes the answer for why is not always very clear. We just have to abide by what they say."

Not one of those statements identifies a document, a section, a date or a party. "The requirements of the Noteholder," "investor guidelines," and "the guidelines of the actual investor" are not provisions. They are references to provisions that SPS declines to produce.

Confidentiality does not answer the obligation, because the obligation is not to produce a document. SPS conflates two distinct provisions of Regulation X.

12 C.F.R. 1024.35(e)(4) governs the production of documents relied upon in determining that no error occurred. It permits a servicer to withhold a document constituting "confidential, proprietary or privileged information," and it requires the servicer, where it does so, to notify the borrower of that determination in writing within fifteen business days of the request. That provision concerns documents, and its exemption is conditional upon written notice identifying that a document is being withheld. SPS has given no such notice. It has appended a general sentence to two determination letters, naming no document.

12 C.F.R. 1024.41(d) governs something else. It requires the notice under 12 C.F.R. 1024.41(c)(1)(ii) to state the specific reason for the denial of a trial or permanent loan modification option. Where the denial rests upon a requirement of the owner or assignee of the loan, the Official Interpretations to that provision require the notice to identify the owner or assignee and the specific requirement relied upon. Neither the provision nor its commentary contains any exception for confidential or proprietary information.

The distinction is not formal. A servicer may decline to hand over a pooling and servicing agreement and still comply with 12 C.F.R. 1024.41(d), because what the provision requires is a statement of the requirement, not delivery of the instrument containing it.

A statement of a requirement asserts that something is prohibited and says what. SPS has never made such a statement. What SPS has written is that the requirements of the Noteholder "may include limitations on modification characteristics." That sentence asserts nothing. It does not say that the Noteholder's requirements do limit modification of this account; it says they may. It does not identify the characteristic said to be limited. It does not state the limitation. It describes a category into which an unstated limitation might fall, and it does so in the conditional.

The difference may be tested by asking what a borrower learns. From "the requirements of the Noteholder may include limitations on modification characteristics," a borrower learns nothing that would be untrue of any securitized mortgage loan in the United States. It is a statement about the general nature of investor requirements, not a statement of the requirement governing this account.

SPS has therefore asserted that requirements exist, declined to state what any of them provides, declined to say whether any of them applies to this loan, and declined to produce the instrument in which they are said to appear.

"No options are available" is a conclusion, not a reason. 12 C.F.R. 1024.41(d) requires the specific reason for the determination, not a restatement of the determination. That the account is "ineligible for one or more resolution options," that it is "not eligible for any loss mitigation reviews," that "loan has no available options," and that "there isn't a clear answer," are all statements of the outcome. None states why. A servicer that says only that nothing is available has answered the question the notice was required to raise, not the question the regulation requires it to answer.

The reason SPS did give has been disavowed by the party to whom SPS attributed it. Every refusal since May 2025 has rested upon "the requirements of the Noteholder." The Noteholder of this account is U.S. Bank Trust Company, National Association, not in its individual capacity but solely as trustee for COLT 2024-3 Mortgage Loan Trust, as SPS itself confirmed by letter of August 5, 2026. By letter of June 22, 2026 that entity wrote to the borrowers that it has no role in reviewing, approving or disapproving SPS's loss mitigation decisions, and directed them to SPS. SPS wrote to the borrowers on July 17 and again on August 5, 2026 that "any request for mortgage assistance should be directed to SPS in order to ensure a timely response and resolution."

Upon SPS's own account, then, and upon the Noteholder's, the decision is SPS's to make. A servicer cannot attribute a denial to requirements imposed by a party which has stated in writing that it imposes none, and then decline to identify the requirements upon the ground that the party's instruments are confidential.

Where the requirement appears in no document SPS has produced. SPS has twice identified the Note and the Deed of Trust as the documents relied upon. Section 9(b) of the Deed of Trust is captioned "Avoiding Foreclosure; Mitigating Losses" and provides that the Lender "may take reasonable actions to evaluate Borrower for available alternatives to foreclosure." Sections 13 and 14(e) permit extension, modification, forbearance and accommodation. Section 22 confers upon the Loan Servicer the authority to "exercise any rights under the Note, this Security Instrument, and Applicable Law on behalf of Lender." Section (B) defines "Lender" to include its successors and assigns, so those authorities run to U.S. Bank Trust Company, N.A. as trustee. No provision of either instrument restricts modification, deferral, forbearance or extension of the maturity date, and SPS has never asserted that one does.

A servicer may not discharge the reason-giving obligation imposed by 12 C.F.R. 1024.41(d) by invoking an exemption that appears in 12 C.F.R. 1024.35(e)(4), applies to documents rather than to reasons, and is itself conditional upon a written notice SPS has not given.

It is no answer for SPS to say that no determination notice issued. 12 C.F.R. 1024.41(d) governs the contents of the notice required by 12 C.F.R. 1024.41(c)(1)(ii), and 12 C.F.R. 1024.41(c)(1)(ii) requires that notice to be given. If SPS issued determinations, each contravened 12 C.F.R. 1024.41(d) for want of a specific reason and of any identification of the owner and the requirement. If SPS issued none, it contravened 12 C.F.R. 1024.41(c)(1)(ii) by failing to issue one at all, upon a complete application received thirty-nine days before a scheduled sale. There is no construction of the regulation upon which a servicer may deny a loan modification and state no reason.

SPS's letters are determinations. Each announces an outcome upon a request for assistance. SPS itself describes the letter of June 2, 2026 as an "Assistance Ineligibility Notice." 12 C.F.R. 1024.41(d) governs its contents.

That produces three possibilities and no fourth. If the provision lies within the Note or the Deed of Trust, SPS can identify it by section number in a single line, and has declined to do so across seventeen months, five Notices of Error and two regulatory complaints. If the provision lies in some other instrument, then the statement that SPS has "provided all the documentation we relied upon to reach our determination" is inaccurate, and the document withheld must be identified in writing under 12 C.F.R. 1024.35(e)(4). If no such provision exists, there is no basis for the refusal and never was. SPS has adopted none of those three positions.

The Note contains no provision restricting modification, deferral, forbearance or extension of the maturity date. Section 4 permits prepayment without charge. Section 10 identifies the sole condition upon which accelerated payment may be required, being a transfer of the Property without the Lender's consent.

The Deed of Trust contains no such restriction, and seven of its provisions contemplate the relief sought. The granting clause secures "all renewals, extensions, and modifications of the Note." Section 2(a) provides for the application of funds "in connection with any foreclosure proceeding, payoff request, loan modification, or reinstatement." Section 9(b) is captioned "Avoiding Foreclosure; Mitigating Losses" and provides that the Lender "may take reasonable actions to evaluate Borrower for available alternatives to foreclosure." Section 13 permits the Lender to "extend the time for payment or modify the amortization of the sums secured by this Security Instrument." Section 14(e) permits the parties to "extend, modify, forbear, or make any accommodations with regard to the terms of the Note or this Security Instrument." Section 15(b) contemplates "loss mitigation fees." Section 22 confers upon the Loan Servicer the authority to "perform any other mortgage loan servicing obligations" and to "exercise any rights under the Note, this Security Instrument, and Applicable Law on behalf of Lender."

What the regulation requires. 12 C.F.R. 1024.41(c)(1)(i) requires a servicer in receipt of a complete application to evaluate the borrower for all loss mitigation options available. 12 C.F.R. 1024.41(c)(1)(ii) requires a written notice stating which options, if any, it will offer. Where a trial or permanent loan modification option is denied, 12 C.F.R. 1024.41(d) and the Official Interpretations to it require the specific reason to be stated and the owner or assignee and the requirement relied upon to be identified. SPS has done none of those things upon any submission since April 2025.

SPS's letter of May 28, 2026 states that available assistance "may include a reduction of your interest rate, a partial payment deferral or an extension to the maturity date." SPS has told the borrowers that the operative word is "may," and that the letter therefore promises nothing.

"May include" identifies three options as existing within the set that SPS administers upon accounts of this kind. Whether each is available to these borrowers is precisely the question that 12 C.F.R. 1024.41(c)(1)(i) requires an evaluation to answer, the provision speaking of "all loss mitigation options available to the borrower." A servicer does not discharge that obligation by naming three options, declining to evaluate any of them, and then relying upon the conditional form of its own letter as the reason it need not say which are available.

The same reading applies to SPS's own denial language. The letters of July 9 and August 5, 2026 state that the Noteholder's requirements "may include limitations on modification characteristics." If "may include" imports no commitment when SPS writes it to the borrowers about assistance, it imports none when SPS writes it to the

borrowers about restrictions. A conditional formulation cannot serve as an offer too weak to bind SPS and simultaneously as a prohibition strong enough to justify seventeen months of refusal.

No interest rate reduction, deferral of arrears or extension of the maturity date has been evaluated upon this account, and no determination has issued as to any of them.

Fifteen letters state the contrary. Since April 2025, SPS has written to the borrowers upon at least fifteen occasions stating that loss mitigation options are available upon this account. The Notice of Default of April 21, 2025 offered "structured repayment plans, special payment arrangements, modifications, short settlements, and deed-in-lieu options." The letter of May 28, 2026 named an interest rate reduction, a partial payment deferral and an extension of the maturity date. The monthly statement of August 14, 2026 stated that "there are a number of options available to assist customers who are experiencing difficulty with their payments." Five such letters were sent after the application was received on August 21, 2026, and four after it was denied on August 25, the most recent dated September 14, 2026. When those letters were put to Frida of the Consumer Ombudsman Department on September 1, 2026, she said: "that's a general letter that's sent out," and that "any account that's delinquent will get a letter like that, but we would then review it to see if it is an option." No such review has occurred.

No other party claims the decision. U.S. Bank Trust Company, National Association, not in its individual capacity but solely as trustee for COLT 2024-3 Mortgage Loan Trust, wrote on June 22, 2026 that it has no role in reviewing, approving or disapproving SPS's loss mitigation decisions, and directed the borrowers to SPS. SPS wrote on July 17 and again on August 5, 2026 that "any request for mortgage assistance should be directed to SPS in order to ensure a timely response and resolution." Tiffany & Bosco, P.A. wrote on September 10, 2026 that this "is an SPS file." ServiceLink Auction, LLC wrote on September 11, 2026 that it acts "as instructed by" Tiffany & Bosco, P.A. Separately, in January 2026 an SPS representative identified to Elizabeth Naylor as Ricardo told her by telephone that the investor directing loss mitigation decisions upon this account is Hudson Advisors, and not COLT 2024-3. That question was put to SPS on June 30, 2026 and has not been answered.

The error. The decision rests with SPS, which has said so twice in writing. The instruments SPS produced as the entirety of its authority permit what is sought. In seventeen months no provision of any document has been identified by title, date or section. That is a failure to comply with 12 C.F.R. 1024.41(d), and an error within 12 C.F.R. 1024.35(b)(7) and 1024.35(b)(11).

SPS has acknowledged that it does not give reasons. On September 4, 2026, when it was put to Stacia of the SPS Consumer Ombudsman Department that in more than a year no one had said why the account would not be reviewed, and that the answer had been only that it is ineligible and that the Note will not allow it, she replied: "yeah, sometimes there isn't a clear answer." She continued: "Why we're the servicer and we abide by all the guidelines of the actual investor and sometimes the answer for why is not always very clear. We just have to abide by what they say."

That is not a permissible answer. 12 C.F.R. 1024.41(d) requires the specific reason for the denial of a loan modification option to be stated, and where the denial rests upon a requirement of the owner or assignee, the Official Interpretations to that provision require the notice to identify the owner or assignee and the requirement relied upon. A servicer that cannot say why has not complied, and a servicer that declines to find out has not conducted the evaluation 12 C.F.R. 1024.41(c)(1)(i) requires.

12 C.F.R. 1024.41(i) is unavailable to SPS as an answer. That provision permits a servicer to decline to evaluate a further application only where it has previously complied with 12 C.F.R. 1024.41 for a complete application. What SPS's letters refuse is the review itself: on May 12, 2025 that the account was "currently ineligible for a loss mitigation resolution review," and that "not all circumstances will allow for an available home retention option," and on July 9, 2026 that it "is not eligible for any loss mitigation reviews." On September 1, 2026, Frida of the Consumer Ombudsman Department, reading the servicing record, stated: "this account was acquired in June of 2024. I'm not sure that we've ever reviewed it for any assistance options previously." No notice under 12 C.F.R. 1024.41(c)(1)(ii) has ever been issued upon any submission.

VI. Error 4: SPS told the borrowers on four occasions that the sale would not proceed, while the borrowers were telling SPS the bankruptcy had been dismissed

SPS told the borrowers four times, by four different representatives, across nineteen days, that their home would not be sold on September 29, 2026. Every one of those statements was false.

Chapter 11 Case No. 2:26-bk-05144-MCW was dismissed on August 6, 2026. No discharge was entered. Ms. Naylor reported that dismissal upon every one of the calls set out below, and asked upon each of them whether the September 29 sale was going forward. On each occasion SPS's records continued to show an active bankruptcy, and on each occasion SPS told her the sale would not proceed.

August 17, 2026. Danny of SPS. "I'm not showing any foreclosure. It shows foreclosure action is currently on hold due to active bankruptcy plan." Asked whether the borrowers would be notified of a new date, he said: "If anything changes, they'll send a letter advising of the change." No such letter has been sent. Asked whether any assistance was available, he put one question to Ms. Naylor, whether anyone in the household receives unemployment benefits, and upon being told the household receives Social Security and pension income concluded: "Unfortunately, yes, ma'am. Like you said, no retention options available."

August 20, 2026. Sierra of SPS's bankruptcy department. "we don't have on our end yet that it is dismissed." "on our end, it still shows in the bankruptcy status. It's not in foreclosure status." "that sale date is null as long as you're in bankruptcy with us." She told Ms. Naylor she was 99.9 percent certain the sale would not proceed on September 29, confirmed it when it was repeated back to her, and put the same figure in her own words a few minutes afterwards: "there's just that one percent that we would need you to confirm with the bankruptcy attorney." She added: "The September 29th date in my from what I can say, I do not believe that's valid." Asked why no modification appeared available, she examined the file and said: "typically when it's in the bankruptcy status, that's not something that would be offered. It just has null. It just says loan has no available options. But I'm not entirely sure if that's based on the note. It just for me, it just shows it's due to the bankruptcy status."

August 31, 2026. Stacia of the Consumer Ombudsman Department. The sale "was actually put on hold due to the bankruptcy." She stated that the account showed an active Chapter 11.

September 4, 2026. Markevius of SPS. "Foreclosure action is currently on hold due to the act of bankruptcy plan." "The foreclosure is not going to proceed on the 29th." Asked whether a new sale date would be noticed, he said "They should," and "I don't have that at the point in time."

Within hours of that last call, Stacia of the Consumer Ombudsman Department read from SPS's record and told Ms. Naylor: "It says foreclosure sale date scheduled for 929," being September 29, 2026, "And you were denied retention." She repeated it later in the same call: "date is scheduled for 929. No longer eligible for loss mitigation options."

Two representatives said the file would return to foreclosure status once SPS corrected its records. Sierra said on August 20, 2026 that "once dismissed, it may fall into the foreclosure status." Frida said on September 1, 2026 that "Once the bankruptcy is removed from the account, it definitely will go back to foreclosure status," and, asked whether the date would be moved, answered: "At this time, no, it's still September 29th." On September 11, 2026, Maria of SPS said that upon determination of the pending dispute SPS "would keep moving forward if it's not granted."

The published status has changed three times in three days. On September 9, 2026, at 4:28 p.m., the Tiffany & Bosco, P.A. Pending Sales Arizona report showed this file with a File Status of "Trustee Sale" and no notation of cancellation. At 7:43 a.m. on September 10, Mr. Gomez-Jaramillo confirmed by email that the file was "active with sale scheduled for 9/29/26 at 10am." By 7:34 p.m. that evening the same report showed "On Hold," and it still did on September 11, the day Mr. Arebalo wrote that "the current sales date has now been postponed to 09/29/2026." The borrowers received no notice of any of those changes.

Four assurances that the sale would not proceed. Each given by a different SPS representative. Each given after Ms. Naylor had told that representative the bankruptcy was dismissed. Each rested upon SPS's own records showing a case that had ended on August 6, 2026, which Sierra acknowledged on August 20 that SPS had not recorded. And on each occasion the sale remained noticed for September 29, 2026 and remains so today.

The August 20 call alone contained five such statements: that SPS did not show the case dismissed, that the account was not in foreclosure status, that the sale date was "null," that the representative was 99.9 percent certain the sale would not proceed, and that she did not believe the date was valid.

Across four weeks SPS has given the borrowers six different answers to one question, whether their home is to be sold on September 29, 2026. It has given no notice of any change in that answer. That is a failure to provide accurate information to a borrower regarding a foreclosure, and an error within 12 C.F.R. 1024.35(b)(7).

VII. Error 5: SPS routed a loss mitigation matter into a dispute queue for the second time

On August 24, 2026, SPS closed the loss mitigation application submitted three days earlier upon the footing that it "did not raise an issue with the servicing of your account" and that SPS "consider[s] this matter closed."

On September 11, 2026, Maria of SPS told the borrowers by telephone that a complaint received on September 9, 2026 had been placed in a dispute queue, that the account had been moved "from foreclosure into dispute status," and that the foreclosure would resume upon determination of the dispute. The complaint received on September 9, 2026 is the regulatory complaint SPS acknowledged by letter of September 11, 2026 under case number 260910-38192406.

On September 14, 2026, SPS answered the borrowers' correspondence of September 10 and September 12, 2026 with form AD920, control number 0127131420, in these terms: "SPS has received correspondence from you or your authorized agent regarding this account. We thank you for this opportunity to assist you and have forwarded this correspondence to the appropriate department for handling." The letter then set out where to remit payment and how to pay by Automated Clearing House, by EZ Pay and by Western Union Quick Collect. It addressed nothing raised in either item of correspondence, and was received twice.

On the same day, September 14, 2026, SPS sent a second letter, form CS088, control number 0127140387, answering an inquiry it records as received on September 11, 2026. That letter states: "SPS received your recent inquiry(ies) on 09/11/2026. We will review your request(s) and route to the appropriate department for handling. If a response is required, one will be provided to you within 30 days from the date we received your inquiry(ies)."

Thirty days from September 11, 2026 is October 11, 2026. **SPS has therefore committed in writing to a response twelve days after the date upon which it intends the borrowers' home to be sold.** That letter was received three times, in three byte-identical copies.

That is the sixth letter in form AD920 since August 24, 2026. The others are dated August 24, August 26, August 27, August 31 and September 8, 2026. On no occasion has SPS identified the department to which the correspondence was routed, named the individual responsible, or furnished a substantive response from any department.

Acknowledgment under 12 C.F.R. 1024.35(d) does not discharge the obligations imposed by 12 C.F.R. 1024.35(e). A letter stating that correspondence has been "forwarded to the appropriate department for handling" is neither a correction of the error, nor a written notification that no error occurred accompanied by the reasons for that determination and a statement of the borrowers' right to request the documents relied upon, nor a notification of partial correction. It is not a response within the meaning of 12 C.F.R. 1024.35(e)(1), and the periods prescribed by 12 C.F.R. 1024.35(e)(3) run without regard to it.

A complete loss mitigation application, and a regulatory complaint concerning the handling of that application, are not disputes about the servicing of an account. They are the servicing of the account. Routing them, twice, to a queue that does not evaluate loss mitigation is an error within 12 C.F.R. 1024.35(b)(11), and reflects policies and procedures that are not reasonably designed to achieve the objectives set out in 12 C.F.R. 1024.38(b)(3), among them ensuring that a servicer can properly evaluate a borrower who submits an application for a loss mitigation option.

VIII. Error 6: SPS conditions the evaluation of an application upon a telephone call

On September 4, 2026, Stacia of the SPS Consumer Ombudsman Department explained why the application received August 21, 2026 had not been opened for review: "We don't just get documents and start a review. We don't, we've never done that like that. It's about talking with our office and staying in touch."

She had earlier stated that the department must itself open a request before any review occurs, and that she could not see that anyone had done so upon the August 21, 2026 submission: "I just don't see where anybody has opened up that request." The borrowers were receiving letters at the time stating that their correspondence had

been "forwarded to the appropriate department for handling," and said so on the call.

That is not the law. The duties imposed by 12 C.F.R. 1024.41(b)(1) and 1024.41(c)(1) are triggered by receipt of a loss mitigation application. Nothing in Regulation X conditions them upon a borrower telephoning to request that a review be opened. On September 1, 2026, before any review had been undertaken, Frida of the same department told the borrowers the outcome of the pending application: "you will receive an ineligibility letter back again." A determination announced in advance of the evaluation is not the evaluation 12 C.F.R. 1024.41(c)(1)(i) requires.

A practice under which documents alone do not commence a review is not reasonably designed to achieve the objectives of 12 C.F.R. 1024.38(b)(3), and its application to this account is an error within 12 C.F.R. 1024.35(b)(11).

IX. Error 7: the first notice or filing was made in violation of 12 C.F.R. 1024.41(f)

This is an error within 12 C.F.R. 1024.35(b)(9).

12 C.F.R. 1024.41(f)(2) provides that where a borrower submits a complete loss mitigation application before a servicer has made the first notice or filing required for a foreclosure process, the servicer shall not make the first notice or filing unless it has sent the borrower a notice under 12 C.F.R. 1024.41(c)(1)(ii) that the borrower is not eligible for any loss mitigation option and any appeal period has expired, the borrower has rejected all options offered, or the borrower has failed to perform under an agreement.

On April 28, 2025, the Neighborhood Assistance Corporation of America, a HUD-approved housing counseling agency, submitted a documented hardship request to SPS on the borrowers' behalf. SPS received additional documents on May 6, 2025. SPS's own letter of May 12, 2025 characterizes those submissions as a request for loss mitigation assistance.

SPS acknowledged that submission in writing. Its letter of May 12, 2025, sent under CFPB file number 250429-20442264 and copied to the Bureau, states: "In the inquiry, you requested loss mitigation assistance, and on May 6, 2025, we received additional documents, which we believe to also be a request for loss mitigation assistance." The letter continues: "Unfortunately, the account is currently ineligible for a loss mitigation resolution review... SPS is required to service its accounts according to the requirements of the Noteholder and while SPS is committed to assisting customers, not all circumstances will allow for an available home retention option." It records that the account was then due for March 1, 2025, a delinquency of seventy-two days. It closes, as the letters of July 9 and August 5, 2026 close: "Our review has confirmed no error(s) has occurred regarding the concerns raised in the inquiry."

SPS has since denied that any application was ever made. On July 9, 2026, SPS's customer portal displayed "No Application" upon the Assistance Program Status page. On September 1, 2026, Frida of the Consumer Ombudsman Department, reading the servicing record, said of the period since June 2024: "I'm not sure that we've ever reviewed it for any assistance options previously." On September 4, 2026, Stacia of the same department said of the submission of August 21, 2026: "I just don't see where anybody has opened up that request." SPS's own letter of May 12, 2025 records the receipt of a request for loss mitigation assistance, and its own letter of July 9, 2026 records the receipt of another on May 29, 2026. A servicer may not acknowledge a

submission in writing and afterwards treat it as never having been made.

At that date no Notice of Trustee's Sale had been recorded. The Notice of Default of April 21, 2025 stated a cure date of May 24, 2025. The first Notice of Trustee's Sale was not recorded until February 19, 2026, as Instrument No. 20260099842.

No notice under 12 C.F.R. 1024.41(c)(1)(ii) issued upon the 2025 submissions. No option was offered. There was no agreement. No notice of appeal rights was given, as 12 C.F.R. 1024.41(h)(1) requires where an application is received during the period to which 1024.41(f)(2) applies.

X. Error 8: lender-placed insurance charged without the notices required by 12 C.F.R. 1024.37

This is an error within 12 C.F.R. 1024.35(b)(5) and 1024.35(b)(11).

SPS charged \$337.67 to this account on July 20, 2026 for lender-placed hazard insurance.

12 C.F.R. 1024.37(c)(1) requires a servicer to deliver a written notice at least forty-five days before assessing a premium or fee for lender-placed insurance. 12 C.F.R. 1024.37(d)(1) requires a second written notice at least thirty days after the first and at least fifteen days before the charge. 12 C.F.R. 1024.37(b) prohibits the charge where the servicer has a reasonable basis to believe that borrower-maintained hazard insurance is in force.

The borrowers have no record of either notice. If borrower-maintained coverage was in force, 12 C.F.R. 1024.37(g) requires SPS within fifteen days of receiving evidence of that coverage to cancel the lender-placed policy, refund all lender-placed premiums and related charges for the overlapping period, and remove all such charges from the account.

Information requested. Copies of the notices required by 12 C.F.R. 1024.37(c) and (d), with the dates of delivery; the basis upon which SPS concluded that borrower-maintained coverage was not in force; and an itemization of every lender-placed premium and related charge assessed to the account since June 3, 2024.

XI. Error 9: escrow account administration

This is an error within 12 C.F.R. 1024.35(b)(2), 1024.35(b)(4) and 1024.35(b)(5).

The escrow advance upon this account increased by approximately \$7,424 across the relevant period. The annual escrow account statement of June 8, 2026 altered the monthly payment from \$12,439.21 to \$12,392.05. 12 C.F.R. 1024.17 governs the administration of the account and the conduct of the annual analysis.

Information requested. Every annual escrow account statement issued since June 3, 2024; a full accounting of the escrow account for that period showing each disbursement by date, payee, amount and purpose; and each advance, with the basis for it.

XII. Error 10: the property valuation charged and never produced

This is an error within 12 C.F.R. 1024.35(b)(5).

SPS charged \$99.00 to this account on July 21, 2026 for a property valuation. That charge was assessed twelve days after SPS wrote, on July 9, 2026, that the account "is not eligible for any loss mitigation reviews." No valuation has been provided to the borrowers.

Information requested. A copy of the valuation, appraisal or broker price opinion obtained, with the date, the value returned, and the identity of the person who prepared it.

XIII. Error 11: failure to give notice of the transfer of ownership

This is an error within 12 C.F.R. 1024.35(b)(11).

15 U.S.C. 1641(g) requires the new owner or assignee of a mortgage loan to notify the borrower in writing within thirty days of the date of transfer, stating the identity, address and telephone number of the new owner, the date of transfer, and how to reach an agent or party having authority to act on the owner's behalf. The Note was assigned to U.S. Bank Trust Company, N.A., as trustee for COLT 2024-3 Mortgage Loan Trust on September 15, 2025, by instrument recorded September 19, 2025 as Instrument No. 20250541135. The borrowers have no record of any such notice.

Information requested. A copy of the notice given under 15 U.S.C. 1641(g), with the date of delivery, or a statement that none was given.

XIV. Error 12: foreclosure attorney fees assessed before the assignment and before any Notice of Trustee's Sale

Foreclosure-related attorney fees were assessed to this account in August 2025. The Note was not assigned to U.S. Bank Trust Company, N.A., as trustee for COLT 2024-3 Mortgage Loan Trust until September 15, 2025, by instrument recorded September 19, 2025 as Instrument No. 20250541135. No Notice of Trustee's Sale was recorded until February 19, 2026.

This is an error within 12 C.F.R. 1024.35(b)(5).

XV. Correction requested

I. CANCEL OR POSTPONE THE TRUSTEE'S SALE SET FOR SEPTEMBER 29, 2026, AND CONFIRM IN WRITING BY SEPTEMBER 22, 2026 THAT IT WILL NOT BE CONDUCTED.

A status of "On Hold" is not a cancellation and is not a postponement. It is an instruction between SPS and its trustee to which the borrowers are not party, of which they receive no notice, and which may be withdrawn at any time. The published status of this sale has changed three times in the past week without notice to them. On September 1, 2026, Frida of the SPS Consumer Ombudsman Department told the borrowers that once the bankruptcy status is removed from the account the file "definitely will go back to foreclosure status," and, asked

whether the date would be moved, answered: "At this time, no, it's still September 29th." On September 11, 2026, Maria of SPS said that upon determination of the pending dispute SPS "would keep moving forward if it's not granted."

What is therefore required is one of the following, in writing, by September 22, 2026: that a Cancellation of Notice of Trustee's Sale be recorded; or that the sale be continued by public declaration to a date not earlier than ninety days from that declaration; or a written statement, signed on behalf of SPS, that SPS has instructed the Successor Trustee not to conduct a sale of the Property on September 29, 2026, identifying the date and time of that instruction and the person who gave it. SPS has the authority to direct a postponement and has said so. Its letter of August 5, 2026 states that "if there is a sale this morning and SPS directs the servicer to postpone the sale for 30 days," the only notice required is an oral declaration at the sale. Tiffany & Bosco, P.A. wrote on September 10, 2026 that this "is an SPS file that requires us to let borrower or 3rd party to reach out" to SPS for any postponement. SPS has postponed this sale before.

2. INSTRUCT THE TRUSTEE IN WRITING THAT NO SALE IS TO BE CONDUCTED. Instruct Leonard J. McDonald, Tiffany & Bosco, P.A., ServiceLink Auction and every person or entity acting at SPS's direction that no foreclosure sale of the Property is to be conducted while 12 C.F.R. 1024.41(g) prohibits it, and confirm in writing that the instruction has been transmitted, with the date and time of transmission.

3. Correct the foreclosure status of the account if SPS cannot substantiate each continuation necessary to support the September 29, 2026 date.

4. EVALUATE THE APPLICATION. Refer the loss mitigation application received August 21, 2026 out of any dispute queue to the department responsible for evaluating it, and evaluate the borrowers for all loss mitigation options available.

5. Issue the written determination required by 12 C.F.R. 1024.41(c)(1)(ii), identifying the determination made as to each available option and the specific reason for any denial for which 12 C.F.R. 1024.41(d) requires one.

6. IDENTIFY THE PROVISION. State the provision of the Note, of the Deed of Trust, or of any investor instrument upon which SPS relies in declining a modification, identified by document title, date and section number, or state that no such provision exists.

7. Correct the servicing records so that they state accurately whether the foreclosure is active, on hold, postponed or cancelled, and provide one unambiguous written statement of the present status.

8. Reverse the foreclosure attorney fees assessed in August 2025, or produce the itemization supporting them.

9. SUBSTITUTE THE SUCCESSOR TRUSTEE. Exercise the authority conferred by Section 28 of the Deed of Trust and A.R.S. 33-804 to remove the Successor Trustee and appoint a successor having no engagement adverse to the borrowers in respect of the Property. On June 16, 2026, while holding the office of Successor Trustee under the Deed of Trust securing the first lien, Leonard J. McDonald, Esq. appeared in the borrowers' Chapter 11 case on behalf of Alliant Credit Union, the junior lienholder, and filed an objection seeking to allow that creditor "to foreclose the lien of its Deed of Trust or Mortgage; to evict debtors...; and to obtain ownership, possession and control of the Property." The objection was withdrawn without prejudice the following day, at Docket 52. The certificate of service records that a copy was served upon SPS.

Mr. McDonald did not appear in that case for SPS or for U.S. Bank Trust Company, N.A. as trustee for COLT 2024-3 Mortgage Loan Trust, the beneficiary under the Deed of Trust in respect of which he holds the office of Successor Trustee. Separate counsel appeared for U.S. Bank at Docket 31. Mr. McDonald appeared instead for the holder of the junior lien, and sought relief adverse to the borrowers in respect of the same Property. A trustee under an Arizona deed of trust holds the power of sale in trust and owes duties to the trustor as well as to the beneficiary. Section 28 of the Deed of Trust confers upon the Lender the power to remove the Trustee, exercisable "by itself or through the Loan Servicer," and A.R.S. 33-804 provides the mechanism. The correction requested is that SPS exercise that power. SPS is required, under 12 C.F.R. 1024.36, to state whether it consented to Mr. McDonald's appearance for the junior lienholder, and whether that appearance was disclosed to SPS or to U.S. Bank before it was made.

XVI. Information requested under 12 C.F.R. 1024.36

A. THE PUBLIC DECLARATIONS. For each scheduled trustee's sale date arising from Instrument No. 20260099842 from May 26, 2026 to the present: the scheduled date and time; whether the sale was called at the appointed time and place; whether a public declaration continuing the sale was made; the date and time of the declaration; the physical location at which it was made; the date and time to which the sale was continued; the full name of the individual who made it; and that individual's employer, contractor, auctioneer, posting company or sale service. If SPS's records show that the sale was not called upon a particular date, that is equally responsive.

B. THE RECORDS ESTABLISHING THAT THE DECLARATIONS OCCURRED. All records in SPS's possession, custody or control concerning those declarations, including crier's logs; postponement logs; sale sheets; auction logs; certificates of postponement; certificates or reports of completion; field service reports; audio or video recordings; timestamped electronic entries; vendor status or completion reports; auctioneer confirmations; invoices reflecting attendance or proclamation services; and communications reporting to SPS or to its foreclosure counsel that a required declaration had been completed.

C. Communications concerning the sale date. Every instruction from SPS to Tiffany & Bosco, P.A. concerning postponement, continuation, hold, cancellation or conduct of the sale; every report or status update received by SPS from Tiffany & Bosco, P.A. concerning those matters; every instruction transmitted by SPS or by Tiffany & Bosco, P.A. to ServiceLink or to any other auctioneer or sale-crier vendor; every communication by which SPS was informed that the sale had been continued from May 26, 2026; every communication by which SPS was informed of a July 28, 2026 sale date; every communication by which SPS was informed that the sale had been continued from July 28, 2026 to September 29, 2026; and the particular record upon which SPS presently relies in representing that September 29, 2026 is a valid sale date under the February 19, 2026 Notice of Trustee's Sale.

D. Present foreclosure instructions. Whether SPS presently considers the September 29, 2026 sale active, postponed, on hold or cancelled; whether SPS has instructed Tiffany & Bosco, P.A. not to conduct it; the date and time of any such instruction; whether Tiffany & Bosco, P.A. confirmed receipt; and whether SPS presently intends or authorizes the sale to occur.

E. THE OWNER AND THE REQUIREMENT. The identity of the owner or assignee of the loan, requested under 12 U.S.C. 2605(k)(1)(D), which requires an answer within ten business days. The identity of every entity that has issued instructions to SPS concerning loss mitigation eligibility upon this account since June 3, 2024. Whether the entity directing those decisions is U.S. Bank Trust Company, N.A., as trustee for COLT 2024-3 Mortgage Loan Trust, Hudson Advisors LLC, or another entity. If the provision relied upon appears in a pooling and servicing agreement or other investor instrument, the title and date of that instrument and the section relied upon.

F. The evaluation history. Whether this account has been evaluated for any loss mitigation option at any time since June 3, 2024, and if so the date of the evaluation, the options considered, the determination as to each, and the date and form of every notice issued under 12 C.F.R. 1024.41(c)(1)(ii).

G. The foreclosure fees. An itemization of all foreclosure-related attorney fees and costs assessed to the account since June 3, 2024, showing for each the date assessed, the amount, the payee and the service rendered.

H. Personnel. The name and direct telephone number of the personnel assigned to this account under 12 C.F.R. 1024.40, and the date of assignment.

XVII. Preservation of records

The validity of the September 29, 2026 sale date is disputed and litigation concerning it is reasonably anticipated. SPS is required to preserve all electronically stored information and other evidence concerning the matters identified above, including audio recordings, crier recordings, sale logs, vendor records, electronic foreclosure event histories, system notes, audit histories, emails, correspondence, certificates, reports, invoices, status changes, and communications among SPS, Tiffany & Bosco, P.A., ServiceLink and any third-party auctioneer, sale crier, posting vendor or field service provider, and to suspend any routine deletion or destruction process applicable to them.

XVIII. If the sale is not postponed

The borrowers have retained Arizona counsel. If the sale is not postponed and the application received August 21, 2026 is not evaluated, an action will be commenced in the Superior Court of Arizona in and for Maricopa County, and application will be made for a temporary restraining order and preliminary injunction under Rule 65 of the Arizona Rules of Civil Procedure before 5:00 p.m. on Monday, September 28, 2026, as A.R.S. 33-811(C) requires.

The grounds for injunctive relief will be:

- (a) that the sale is not shown to have been continued by public declaration as A.R.S. 33-810(B) requires, and is therefore unauthorized by the power of sale conferred by A.R.S. 33-807;
- (b) that 12 C.F.R. 1024.41(g) prohibits the conduct of the sale while a complete application received thirty-nine days beforehand remains undetermined; and

(c) that a sale would cause irreparable injury to an eighty-year-old borrower with a current Stage IV diagnosis, presently hospitalized and thereafter in acute rehabilitation, in respect of a residence adapted for his care, and would under A.R.S. 33-811(B) place these questions beyond practical challenge.

The grounds for damages will include:

(d) wrongful foreclosure at common law;

(e) violations of 12 C.F.R. 1024.41(b)(1), (c)(1)(i), (c)(1)(ii), (d) and (g), with actual damages, costs and attorney's fees under 12 U.S.C. 2605(f), together with the additional damages that provision permits upon a pattern or practice of noncompliance;

(f) breach of the Deed of Trust, Section (W) of which adopts RESPA and Regulation X as terms of the instrument and applies them "even if the Loan does not qualify as a 'federally related mortgage loan' under RESPA," and Section 9(b) of which obliges the Lender to work with a borrower in default where required by Applicable Law, together with A.R.S. 12-341.01;

(g) breach of the implied covenant of good faith and fair dealing;

(h) liability under A.R.S. 33-420 in respect of any instrument recorded in connection with the sale containing a material misstatement, including any recital of compliance with A.R.S. 33-807 through 33-811;

(i) violation of the Arizona Consumer Fraud Act, A.R.S. 44-1521 et seq.; and

(j) refusal of a reasonable accommodation under 42 U.S.C. 3604(f)(3)(B) and A.R.S. 41-1491.19.

What will and will not avert that filing. An answer that identifies, by document title, date and section number, the provision preventing a modification of this loan, together with the record of each public declaration continuing the sale, will be considered and may resolve the greater part of what is in dispute. A further statement that the account is ineligible "per investor guidelines," or that the guidelines are "proprietary or confidential," or that the correspondence has been "forwarded to the appropriate department for handling," will not. Those answers have been given, respectively, on July 9 and August 5, 2026, and on six occasions since August 24, 2026. Their repetition will be treated as a refusal to respond.

Costs. 12 U.S.C. 2605(f)(3) awards costs and reasonable attorney's fees to a borrower who prevails upon a claim under that section. A.R.S. 12-341.01 awards reasonable attorney's fees to the successful party in a contested action arising out of contract, and Section (W) of the Deed of Trust makes Regulation X a term of the instrument. A.R.S. 33-420(A) provides for the greater of five thousand dollars or treble actual damages, together with costs and reasonable attorney's fees, against a person who records a document affecting title knowing or having reason to know that it is groundless or contains a material misstatement. Those provisions apply whether or not the sale is conducted, and they apply to an instrument recorded after this notice has been received.

The expense of postponing this sale is nothing. The expense of defending the grounds set out above, with the attendant exposure to fees under three separate provisions, is not.

SPS's own representatives have described the practices set out at Errors 4, 5 and 6 as standard. Frida said of the assistance letters on September 1, 2026 that "any account that's delinquent will get a letter like that." Stacia said of the requirement to telephone before a review is opened, on September 4, 2026, "We don't, we've never done

that like that." Those are descriptions of how SPS operates, not of how this account was handled.

None of that is necessary. What is sought is a postponement of the sale, an evaluation of the application, and identification of the provision SPS says prevents relief.

XIX. Enclosures

Exhibit 1. Letter to Leonard J. McDonald, Esq., as Successor Trustee, September 9, 2026, requesting the date, place, continued date and time, and name of the person making each public declaration continuing the sale noticed under Instrument No. 20260099842, with particular reference to May 26 and July 28, 2026.

Exhibit 2. Email from Manuel Gomez-Jaramillo, Customer Service Supervisor, Tiffany & Bosco, P.A., September 10, 2026, 7:43 a.m. The declarations are not addressed.

Exhibit 3. Email to Mr. Gomez-Jaramillo, September 10, 2026, 11:28 a.m., renewing the request. No reply has been received.

Exhibit 4. Email to ServiceLink Auction, September 10, 2026, requesting the sale history for file 25-08950-SP-AZ.

Exhibit 5. Email from Josias Arebalo, ServiceLink Auction, September 11, 2026.

Exhibit 6. Tiffany & Bosco, P.A., Pending Sales Arizona report, printed September 9, 2026 at 4:28 p.m., showing File Status "Trustee Sale."

Exhibit 7. The same report, printed September 10, 2026 at 7:34 p.m., showing "On Hold."

Exhibit 8. ServiceLink Auction listing for the Property, printed September 9, 2026 at 4:27 p.m., showing "Active - postponed" and a sale date of September 29, 2026 at 10:00 a.m.

Exhibit 9. SPS letter of July 9, 2026, form AD999, with its enclosures, including the Assistance Ineligibility Notice and CF014 letter of June 2, 2026.

Exhibit 10. SPS letter of August 5, 2026, form AD999.

Exhibit 11. Screen capture of the SPS customer portal, August 21, 2026 at 11:47 a.m.

Exhibit 12. SPS letter of August 24, 2026, form AD921.

Exhibit 13. SPS letter of August 25, 2026, form CF014.

Exhibit 14. SPS letter of September 11, 2026, form CS088, acknowledging regulatory case No. 260910-38192406 and stating that SPS "is committed to home retention and offers many assistance options."

Exhibit 15. SPS letter of September 14, 2026, form AD920, control number 0127131420, answering the correspondence of September 10 and September 12, 2026. Received twice.

Exhibit 16. SPS letter of September 14, 2026, form CS088, control number 0127140387, stating that a response to the inquiry of September 11, 2026 will be provided within thirty days, being October 11, 2026.

Exhibit 16A. The same letter as received a second time.

Exhibit 16B. The same letter as received a third time. Exhibits 16, 16A and 16B are byte-identical.

Exhibit 17. SPS letter of May 12, 2025, form AD999, responding to CFPB file No. 250429-20442264 and copied to the Bureau.

Exhibit 18. Correspondence to SPS of September 10 and September 12, 2026.

Transcripts and audio recordings of the telephone calls referred to are available upon request. Each call was recorded by SPS upon notice and by the borrowers. Arizona is a one-party consent jurisdiction.

XX. Response required

Acknowledge receipt within five business days under 12 C.F.R. 1024.35(d) and 1024.36(c).

Errors 1 and 2 are asserted under 12 C.F.R. 1024.35(b)(10), and Error 7 under 12 C.F.R. 1024.35(b)(9). Under 12 C.F.R. 1024.35(e)(3)(i)(B) a response to each is required prior to the date of the foreclosure sale, or within thirty business days of receipt, whichever is earlier. Under 12 C.F.R. 1024.35(e)(3)(ii) that period may not be extended. A response to Errors 1, 2 and 7 is therefore required before September 29, 2026.

SPS's letter of September 14, 2026, form CS088, states that a response to the borrowers' inquiry of September 11, 2026 will be provided "within 30 days from the date we received your inquiry(ies)," which is October 11, 2026. A response delivered on that timetable would arrive twelve days after the sale. As to the errors asserted under 12 C.F.R. 1024.35(b)(9) and (b)(10), that timetable does not satisfy 12 C.F.R. 1024.35(e)(3)(i)(B).

Errors 3 through 6 and 8 through 12 require a response within thirty business days of receipt, under 12 C.F.R. 1024.35(e)(3)(i)(C). That period may be extended by fifteen business days only upon written notice to the borrowers, given before the thirtieth business day and stating the reasons for the extension, under 12 C.F.R. 1024.35(e)(3)(ii). Silence is not an extension.

The identity of the owner or assignee requested at XVI(E) must be provided within ten business days under 12 U.S.C. 2605(k)(1)(D) and 12 C.F.R. 1024.36(d)(2)(i)(A). That period is not extendable.

Every other item of information requested under 12 C.F.R. 1024.36 must be provided within thirty business days of receipt, under 12 C.F.R. 1024.36(d)(2)(i)(B), subject to the same fifteen-business-day extension upon written notice.

Each of the twelve errors asserted in this notice requires its own investigation and its own response. 12 C.F.R. 1024.35(e)(1)(i) speaks of "the asserted error," and 12 C.F.R. 1024.35(e)(1)(ii) requires a reasonable investigation of it. A response addressing one error, or addressing the notice in general terms, does not discharge the obligation as to the remainder. The borrowers request a written response identifying each error by the number given to it in this notice and stating, as to that error, whether it has been corrected or whether SPS has determined that no error occurred.

If SPS determines that no error occurred as to any asserted error, conduct the reasonable investigation required by 12 C.F.R. 1024.35(e)(1)(i)(B) and provide a written statement of the reason or reasons for that determination, a statement of the borrowers' right to request the documents relied upon, and information as to how those documents may be requested.

The borrowers request now, and in advance, copies of every document relied upon by SPS in reaching any determination upon this notice. Under 12 C.F.R. 1024.35(e)(4) those documents must be provided at no charge within fifteen business days of the request. If SPS withholds any document as confidential, proprietary or privileged, 12 C.F.R. 1024.35(e)(4) requires SPS to notify the borrowers of that determination in writing within the same period. A general assertion that information is "proprietary or confidential," of the kind made on July 9, 2026, does not satisfy that requirement.

Under 12 C.F.R. 1024.35(i)(1), SPS may not, for sixty days following receipt of this notice, furnish adverse information to any consumer reporting agency regarding any payment that is its subject.

The sale is presently maintained for September 29, 2026. **Investigation and correction are required before that date, and not in a response delivered after the disputed sale has occurred.**

Regulatory complaints presently open. On September 9, 2026, the borrowers filed a complaint with the Consumer Financial Protection Bureau, case No. 260910-38192406, which SPS acknowledged by its letter of September 11, 2026 as having been received on that date, and a complaint with the Arizona Attorney General's Office, Consumer Information and Complaints Unit, confirmation No. LVR86-QZVE8. Both remain open. A complaint filed with the Bureau on April 29, 2025, No. 250429-20442264, also remains open; SPS's letter of May 12, 2025 refusing a loss mitigation review was copied to the Bureau under that complaint.

Every telephone call between the borrowers and SPS has been recorded. SPS announced at the outset of each call that it would be recording, and Ms. Naylor recorded each call also. Arizona is a one-party consent jurisdiction, A.R.S. 13-3005 and 13-3012(9). The borrowers hold the audio recordings and written transcripts of all such calls, not merely those cited in this notice, and will provide either to SPS upon request.

Nothing in this notice withdraws, limits, supersedes or waives any prior Notice of Error, Request for Information, loss mitigation application, complaint, demand, claim, defense or right, all of which are expressly reserved. Nothing in it authorizes the sale.

XXI. Execution

Dated: September 15, 2026.

RONALD STEPHEN OWENS

ELIZABETH ANN NAYLOR

SARAH OWENS NAVARRO

CHRISTIAN GEORGE ALFONSO NAVARRO

Borrowers under the Note dated April 19, 2024 and the Deed of Trust recorded April 26, 2024 as Maricopa County Instrument No. 20240218545

Address for all correspondence:

██████████ 69th Street, Scottsdale, Arizona 85254

Telephone ██████████ | ██████████

Delivery: By United States Postal Service certified mail, return receipt requested, to the exclusive address designated by SPS under 12 C.F.R. 1024.35(c) and 1024.36(b). Copies uploaded to the SPS customer portal and transmitted by electronic mail to the SPS Consumer Ombudsman Department and to Leonard J. McDonald, Esq., Manuel Gomez-Jaramillo and Mark S. Bosco, Esq., of Tiffany & Bosco, P.A.

EXHIBIT Q

SPS acknowledgment of September 18, 2026

Acknowledges the Notice of Error and states a response will issue within thirty days.

September 18, 2026



RONALD OWENS
ELIZABETH NAYLOR
[REDACTED] 69TH ST
SCOTTSDALE, AZ 85254

Account Number:

[REDACTED] 1155

Customer Name:

RONALD OWENS
ELIZABETH NAYLOR

Property Address:

[REDACTED] 69TH ST
SCOTTSDALE, AZ 85254

Dear RONALD OWENS:

SPS received your recent inquiry(ies) on 09/16/2026. We will review your request(s) and route to the appropriate department for handling. If a response is required, one will be provided to you within 30 days from the date we received your inquiry(ies).

SPS is committed to home retention and offers many assistance options designed for customers who are experiencing temporary or permanent hardship. These options are offered at no cost to our customers and may include special payment arrangements, structured repayment plans, or loan modifications. If you are experiencing a financial hardship, please call us as soon as possible at the number listed below to discuss your situation and options that may be available to you.

At SPS, any of our Customer Care Experts can assist you with answers to your questions about the status or history of your account, document requirements, or any of our available loan resolution options. If you have any questions or concerns, please contact SPS. Our toll-free number is 800-258-8602 and representatives are available Monday through Friday between the hours of 8 a.m. and 8 p.m., and Saturday from 8 a.m. to 3 p.m., Eastern Time.

Sincerely,

Select Portfolio Servicing, Inc.

Esta carta contiene información importante concerniente a sus derechos. Por favor, traduzca esta carta. Nuestros representantes bilingües están a su disposición para contestar cualquier pregunta. Llámenos al numero 800-831-0118 y seleccione/marque la opción 2.

This information is intended for informational purposes only and is not considered an attempt to collect a debt.



EXHIBIT R

Transcript, recorded call with SPS Consumer Ombudsman Department

August 31, 2026, Stacia offers a deferral of the arrears and confirms that no relationship manager has been assigned.

8-31-26 - SPS Ombudsman call

[Stacia from SPS] (0:13 - 1:36)

Thank you for calling Select Portfolio Servicing. If you have your account information available to verify the account, please press 1. Otherwise, press 2.

Please hold while we look for your account. We recognize the phone number you are calling from. To confirm your identity, please enter in the last four digits of your social security number, followed by tau.

Thank you for calling the Consumer Ombudsman Department of Select Portfolio Servicing. The Ombudsman Department is available to help if you have concerns about the resolution of an issue. Please be advised, this office is a debt collector attempting to collect a debt, and any information obtained will be used for that purpose.

This call will be recorded for quality purposes. To consent to record, press 1. If not, press 2.

If you know the extension of the Ombudsman Specialist you are trying to reach, please press 1. Otherwise, stay on the line and you will be connected to the next available specialist. Thank you for calling Select Portfolio Servicing Consumer Ombudsman.

This is Daysha. Can I get your full name, please?

[Elizabeth Naylor] (1:36 - 1:38)

Elizabeth Naylor.

[Stacia from SPS] (1:40 - 1:42)

Hi, how are you doing, Elizabeth?

[Elizabeth Naylor] (1:42 - 1:44)

I'm all right. How are you?

[Stacia from SPS] (1:45 - 1:50)

I'm doing good. I'm glad you are. I've got the account.

I'll be happy to help. What's your question today?

[Elizabeth Naylor] (1:50 - 2:59)

I have two questions. So I've been trying to negotiate with you guys through multiple letters and phone calls to see if I can get the arrears deferred to the end of the loan. Since we're obviously

very back, we haven't made a payment in a while.

We've been trying to negotiate since before we were passed due and to see if we could possibly modify the rate. We've been repeatedly told that there is a provision in the note that does not allow for there to be any modification, but SPS won't supply that. If anything, it looks like there is a provision that would allow it.

So we're trying to figure out what the next step would be. And we're trying to also figure out, I'm sorry, maybe this is the more pressing question, if there is a date for a foreclosure auction because I know it was tentatively set for September 29th, but I believe it was postponed. Yeah, no.

[Stacia from SPS] (2:59 - 3:11)

That was actually put on hold due to the bankruptcy. That kind of, you know, puts everything on hold for you. So it says active bankruptcy 11, correct?

[Elizabeth Naylor] (3:12 - 3:16)

The bankruptcy, we dismissed it. We voluntarily dismissed it.

[Stacia from SPS] (3:18 - 3:27)

Oh, okay. That could put it back into foreclosure. So how long ago did you dismiss the bankruptcy?

[Elizabeth Naylor] (3:27 - 3:30)

I believe it was August the 6th.

[Stacia from SPS] (3:32 - 3:36)

Okay, I don't see anything as of yet on this end, you know.

[Elizabeth Naylor] (3:37 - 3:46)

So would they have to reissue a new date on that? I'm not so sure how that works, to be honest.

[Stacia from SPS] (3:48 - 4:18)

Now, I can tell you, we give out the attorney information, you know. I mean, you're more than welcome to talk to them, but I'll certainly still look into this other question. But that does, that is concerning that if it updates and come out of the bankruptcy 11 showing active, if that comes out and your payments are far enough behind that, you know, and it would have been in foreclosure, it would go right back to that.

[Elizabeth Naylor] (4:19 - 4:32)

To that date? I don't know about the date. Okay, I've tried to contact the bankruptcy attorney because I got that information a couple weeks ago and they never called back.

[Stacia from SPS] (4:33 - 4:37)

Oh, the bankruptcy attorney. Okay, how about the foreclosure attorney?

[Elizabeth Naylor] (4:38 - 4:45)

Oh, you guys have a foreclosure attorney?

[Stacia from SPS] (4:46 - 4:52)

Yeah, yeah. So I'm happy to give you that because you might be able to get some more answers in reference to that.

[Elizabeth Naylor] (4:52 - 4:53)

Oh, that would be great.

[Stacia from SPS] (4:53 - 4:54)

You know what I mean?

[Elizabeth Naylor] (4:55 - 4:56)

That would be wonderful.

[Stacia from SPS] (4:58 - 5:02)

That might be helpful and Bosco.

[Elizabeth Naylor] (5:04 - 5:20)

You know what? They were not helpful either because it was on there. No, they weren't helpful because they had seen it was on hold as well and it shows on hold on their website.

[Stacia from SPS] (5:21 - 5:36)

Okay, okay. So yeah, it hasn't updated on this end. Now, back to what was the reason for getting behind?

What's the hardship that you're having?

[Elizabeth Naylor] (5:36 - 5:53)

My husband had serious health issues and still does. He's had Parkinson's for 25 years and stage four cancer as well, which is still an active diagnosis. Oh, okay.

[Stacia from SPS] (5:55 - 5:58)

So that has hurt the income in the home?

[Elizabeth Naylor] (5:58 - 6:20)

Exactly, yeah. Okay. And now we've just fallen so far behind that to come up with a lump sum we can't.

We can, you know, even if they won't modify the rate, we can continue the monthly payments. We were hopeful they'd modify the rate, but if they can't, you know, if they could just defer the arrears, we could, you know, begin paying again.

[Stacia from SPS] (6:21 - 6:28)

Yeah. Okay. Hang on for me real quick.

I'm gonna look at a few things here.

[Elizabeth Naylor] (6:28 - 6:29)

Wonderful. Thank you.

[Stacia from SPS] (6:30 - 6:36)

Yeah, you're welcome. And I'm gonna just put you on hold, but I won't leave you hanging a long time. Just bear with me.

Okay.

[Elizabeth Naylor] (6:37 - 6:38)

Oh, no problem. Thank you.

[Stacia from SPS] (6:39 - 8:29)

Thank you. All right. Okay.

Pardon me. I'm gonna ask you, Elizabeth. Did you mention that if all the arrearage could be put to the back, like in a deferral scenario, that you all would be okay going back to making payments?

[Elizabeth Naylor] (8:29 - 8:31)

Yes, I did.

[Stacia from SPS] (8:32 - 8:39)

Okay. Okay. All right.

Hold on again for me. Okay. And thank you very much.

[Elizabeth Naylor] (8:39 - 9:16)

Oh, yeah. Thank you. Okay.

[Stacia from SPS] (10:23 - 10:33)

Thank you, Elizabeth. So what I'm gonna do is we can see if we can put it in for a deferral.

[Elizabeth Naylor] (10:34 - 10:34)

Okay.

[Stacia from SPS] (10:34 - 10:48)

And if that, just like you said, if we can get that approved, then at least you would be caught up, right? And then you can go back to making payments again. So let's, um...

[Elizabeth Naylor] (10:50 - 10:54)

And when would it be deferred to? That would be the end of the loan, correct?

[Stacia from SPS] (10:56 - 11:00)

Yeah, to the back end, right? To the back end of the balance.

[Elizabeth Naylor] (11:00 - 11:00)

Okay.

[Stacia from SPS] (11:01 - 11:37)

And that way it's not, like when these kinds of scenarios happen and it's a deferral, you don't pay interest on that. It's just kind of put to the back. Okay.

And it ends up come and do all at once at maturity, like pay off of the account maturity time, or, you know, if you decided to refi or sell it before that date, that kind of thing. But at least, like you say, it's put all to the back. So we can certainly put in for that and see what happens there, you know?

Hopefully that would be something really helpful.

[Elizabeth Naylor] (11:38 - 11:47)

That would be extremely helpful. I'm just concerned since they keep saying there's no modification available.

[Stacia from SPS] (11:50 - 12:06)

Well, you are talking to the Ombudsman Department, which is the executive offices, and we can try to go, like, directly straight to the ombudsman to explain the scenario and see, kind of push it that one step further, if you would.

[Elizabeth Naylor] (12:07 - 12:10)

Oh my gosh, that would be amazing.

[Stacia from SPS] (12:10 - 12:14)

You've not spoken with our office before, is that correct?

[Elizabeth Naylor] (12:14 - 12:15)

Correct.

[Stacia from SPS] (12:15 - 12:17)

Like you've just been, okay, okay.

[Elizabeth Naylor] (12:18 - 12:28)

Oh, you know what? We had hired a real estate attorney last year. I think she actually may have spoken with your office to try to negotiate.

I'm not sure if she did or not.

[Stacia from SPS] (12:29 - 12:49)

Okay. If it was last year, I mean, it can't hurt to try. Let me go ahead and get a few things answered from you here.

So the reason for default is health issues?

[Elizabeth Naylor] (12:49 - 12:50)

Correct.

[Stacia from SPS] (12:51 - 13:06)

And lots of income. Okay, and then how long has this been for? Like, when was the onset?

[Elizabeth Naylor] (13:07 - 13:37)

Well, the Parkinson's was 25 years ago, so my husband had to retire. But the cancer has been since late 2024. And then we, like I said, got behind, and we have been just trying and trying to send letters to you guys.

And we keep being told we're ineligible, but they just won't give us information as to why. And we've asked for the note.

[Stacia from SPS] (13:41 - 13:53)

Okay, and were you sending that information to the relationship manager email and or uploading it online? How were you sending that in?

[Elizabeth Naylor] (13:53 - 13:58)

We were uploading it because we never got a relationship manager.

[Stacia from SPS] (14:01 - 14:20)

Okay, there wasn't a specific person you dealt with here. Okay. Sometimes accounts won't for a while, but eventually each account gets someone just so that the customer has that one person.

Now, this now is the ombudsman department, so we'll go from here on it. Okay.

[Elizabeth Naylor] (14:21 - 14:21)

Okay, wonderful.

[Stacia from SPS] (14:22 - 14:38)

And I'm gonna ask you, when is the next payment you're able to make? And how much is affordable monthly? Are the monthly payment amounts the way they are still okay?

[Elizabeth Naylor] (14:39 - 15:27)

Well, I mean, the big issue is that it doesn't go to foreclosure. We really would like to modify the rate. I don't know how low the rate could go, but just given the change in circumstances, if we could lower the rate, that would be incredible.

If not, we could resume. We would like to not have to resume until October, the October payment. But again, you know, if we need to make a payment this month to save the home, we could, but it would really help us to wait until October, maybe while we're negotiating this with them.

[Stacia from SPS] (15:27 - 15:36)

Okay, so an October payment, there's not really any initial payment that can be paid at this time comfortably, is that correct?

[Elizabeth Naylor] (15:37 - 15:50)

Not a lump sum. Yeah, not a lump sum, but you know, again, if we needed to even make a payment this month to stop the foreclosure, we would, you know, find a way to do that.

[Stacia from SPS] (15:54 - 15:56)

Like at least a regular payment, right?

[Elizabeth Naylor] (15:56 - 16:05)

Yeah. Okay. But yeah, if we could try to negotiate with them on the rate, given the circumstances, we would really appreciate it.

[Stacia from SPS] (16:05 - 16:34)

What happens when we put in the request as we try to, you know, go from one to the next? Like, if it can be a deferral, then it would go that route. If it can't just be a deferral and we could go one step further, like looking at modification, where it kind of tries to help the whole everything, like you said, try to make the payment lower, you know, by way of the rate or something.

[Elizabeth Naylor] (16:35 - 16:35)

Right.

[Stacia from SPS] (16:35 - 16:38)

It just kind of goes in depth like that.

[Elizabeth Naylor] (16:38 - 16:48)

Okay. Okay. Okay.

And you know, like we said, they could move that auction from September 29th if they register the bankruptcy.

[Stacia from SPS] (16:48 - 16:50)

Well, I don't see it at all.

[Elizabeth Naylor] (16:50 - 16:51)

You don't see it? Okay.

[Stacia from SPS] (16:52 - 17:15)

Yeah, I don't see it. You want to kind of keep your eye on that because if you're stating that you came out of the bankruptcy, I just don't show on this end that it's updated as coming out of active bankruptcy, you know? Right.

Because it still shows 11. So, you know, as if you're in it still. Bear with me just a minute.

I want to make sure.

[Elizabeth Naylor] (17:15 - 17:23)

No problem. Thank you.

[Stacia from SPS] (17:26 - 17:28)

Is it only you and I on the phone?

[Elizabeth Naylor] (17:28 - 17:30)

Yes. Okay.

[Stacia from SPS] (17:31 - 17:34)

I keep hearing funny noises. I've got to be sure.

[Elizabeth Naylor] (17:34 - 17:44)

Oh, it's on the speaker. It's on the speaker. That could be why I'm actually in the guest house.

I don't, but I'm under a mini split. Oh, and I have dogs in here. That could be why as well.

[Stacia from SPS] (17:44 - 18:11)

No, that's okay. It's just kind of a frontline thing. All right.

Let's see here. Thank you. I just want to, we're going to see what we can.

And we usually need to give, you know, at least a week on hearing anything back. But you know, let's give the full week.

[Elizabeth Naylor] (18:11 - 18:13)

Right. Okay. Okay.

[Stacia from SPS] (18:14 - 18:27)

And do you want, how do you usually make your payment? Do you do it online or do you send bill pay? Like I want to make some notes on the next one.

[Elizabeth Naylor] (18:27 - 18:29)

Let's see when the last...

[Stacia from SPS] (18:29 - 18:32)

It does look good to have an initial payment.

[Elizabeth Naylor] (18:32 - 18:33)

It does. Okay.

[Stacia from SPS] (18:34 - 18:36)

Yeah. Really does.

[Elizabeth Naylor] (18:36 - 18:41)

Whatever the amount, you know, of the, the monthly mortgage.

[Stacia from SPS] (18:42 - 18:46)

Just an initial payment. Yeah. Whether, whatever it is.

[Elizabeth Naylor] (18:46 - 19:13)

Okay. Okay. Okay.

If we, if we need to, we need to. So that, that would be, you know, that would be fine. I'm trying to see how we paid the last time.

Um, I believe it was online. We did switch banks. Um, so, man, I can't remember which one it was.

[Stacia from SPS] (19:13 - 19:14)

Was it last year?

[Elizabeth Naylor] (19:15 - 19:26)

Yes, it was last year. Okay. So Bank of America.

Yes, that was Bank of America last year, but we did switch to PNC, um, a couple of months ago.

Yeah.

[Stacia from SPS] (19:27 - 19:55)

Okay. So as long as you, you're able to log in and if you want to make sure you add your new bank account or I can take it either way, whatever, whichever way you prefer, you know, and then I'll put here with the request, the date that you're able to pay and the amount, and that could be as a, you know, an initial payment. Cause it, like I say, it shows that you're starting to pay again.

No.

[Elizabeth Naylor] (19:56 - 20:09)

Okay. Um, my, my one question is I would prefer to not make the payment until we know they're going to go along with this. Cause I don't want it to just be for nothing if they're going.

[Stacia from SPS] (20:09 - 20:15)

No, no, I understand. I understand your point. So I'll just put down payment amount.

No.

[Elizabeth Naylor] (20:16 - 20:17)

I it's fine.

[Stacia from SPS] (20:17 - 20:24)

If they will consider it, you're comfortable to start paying again in October.

[Elizabeth Naylor] (20:25 - 20:28)

Yes. Yes, definitely. In October.

Yes.

[Stacia from SPS] (20:36 - 20:58)

And then for the monthly amount, it does say how much, you know, how much, so do you want me to put the 12,000, 286, 15 for monthly payment affordability for affordability going forward beyond October?

[Elizabeth Naylor] (20:59 - 21:05)

Um, yeah. Would it be smart to say that initially and then try to negotiate?

[Stacia from SPS] (21:06 - 21:15)

No. Cause whatever comes back is going to be it. Um, if it's something where you're trying to get the payment down a little bit lower monthly, then you need to say that to me.

[Elizabeth Naylor] (21:16 - 21:41)

I would like to try to get the payment down lower monthly. Okay. Yeah.

But, but is that, is that more comfortable? Um, to be honest, I'd like to be paying more like 9,000, but if that's something that's likely to be rejected, then, um, let's see.

[Stacia from SPS] (21:44 - 21:49)

Do you want there's still income in the home? Cause that's going to be important. You know?

[Elizabeth Naylor] (21:51 - 22:07)

Um, so there, there is not, um, equity in the home, but, but we do, my husband and I make, um, 21,000 a month in pension and social security. That's guaranteed with right of survivorship.

[Stacia from SPS] (22:07 - 22:10)

And that is the income. Okay.

[Elizabeth Naylor] (22:10 - 22:22)

Yeah. Yeah. Plus, um, restarting a small business that we had as well, that we had to put on hold due to the health conditions of my husband.

Okay.

[Stacia from SPS] (22:27 - 22:32)

So the reason for this request is, um, the primary residence.

[Elizabeth Naylor] (22:33 - 22:34)

Correct.

[Stacia from SPS] (22:36 - 22:47)

And has dismissed a bankruptcy and prefers to keep the home.

[Elizabeth Naylor] (22:49 - 22:49)

Correct.

[Stacia from SPS] (22:57 - 23:05)

All right. And you did have a business and no longer do, and you have fixed income, right?

[Elizabeth Naylor] (23:05 - 23:11)

Fixed income. And, um, I'm restarting the business. So, so yes.

So we have a business.

[Stacia from SPS] (23:13 - 23:31)

Okay. And you wanted me to put October 1st for a payment?

[Elizabeth Naylor] (23:32 - 23:33)

Yes. If possible.

[Stacia from SPS] (23:35 - 23:51)

Okay. And what do you, I mean, what do you want to say about the monthly payment amount? Is it like, is it still going to be okay if it has to stay at this monthly payment?

[Elizabeth Naylor] (23:51 - 24:00)

Yes. Okay. That's what we should.

Sure. Go with them. Sure.

[Stacia from SPS] (24:01 - 24:16)

Like I say, if it needs to defer to the back and it can be done that way and then everything stays the same, or it could come back and say, well, you know, maybe this modification could be helpful and it goes this way, you know?

[Elizabeth Naylor] (24:16 - 24:24)

So we have to wait and see. Okay. Okay.

Okay. So they might come back and say it's possible. Yeah.

[Stacia from SPS] (24:26 - 24:41)

All right. And let me see. With change of the income, what I'm going to put is the starting up your business again.

[Elizabeth Naylor] (24:42 - 24:50)

Okay. Sure. That sounds great.

Okay.

[Stacia from SPS] (25:03 - 25:27)

All right. So that's what we're going to do. And it might be good if you schedule out that payment in October so that it shows.

Okay. And I'm going to put zero for an initial payment that the regular payments and then customers start paying again, October 1.

[Elizabeth Naylor] (25:28 - 25:30)

Sure. That sounds, that sounds good.

[Stacia from SPS] (25:32 - 25:55)

Okay. Listen, it can't hurt to try, right? I'm glad you called.

And we will, let's skip this, the rest of the week. If I hear anything back now, if I need anything sooner, I'll certainly reach out to you. Okay.

And you just stay as positive as you can, taking good care of him. I'm sorry this has been so hard on you.

[Elizabeth Naylor] (25:55 - 26:20)

Thank you so, so much. Oh, yes. I mean, because the house is modified to him.

So, you know, the thought of having to start again is very overwhelming. So have you guys worked with this note holder before US Bank and Trust?

[Stacia from SPS] (26:22 - 26:24)

Oh yeah. Yeah, absolutely.

[Elizabeth Naylor] (26:25 - 26:28)

Okay. Are they typically a little more responsive to you guys?

[Stacia from SPS] (26:29 - 26:32)

It's hard for me to answer.

[Elizabeth Naylor] (26:32 - 26:32)

Yeah.

[Stacia from SPS] (26:32 - 26:51)

Because every scenario, every account, every situation is very different. Like we just have to reach out to them and because of a serving for them, we have to reach out, give them, you know, all of the information and say, is there anything you can do for this customer? No.

[Elizabeth Naylor] (26:51 - 26:52)

Okay.

[Stacia from SPS] (26:52 - 26:57)

I can't speculate. I wished I could give you some idea, but I really cannot. I don't know.

[Elizabeth Naylor] (26:58 - 27:16)

Okay. And for what it's worth, I did try to submit a loan hardship package that you guys didn't look at because you said that it was, that the house was in bankruptcy and it was denied for that reason. It was immediately denied.

I don't know if that's helpful as well to know.

[Stacia from SPS] (27:17 - 27:23)

Okay. No, I'm glad you told me, but we will, we'll just go forward and see what we can do this way. Okay.

[Elizabeth Naylor] (27:23 - 27:25)

Okay. Okay. Thank you so much.

[Stacia from SPS] (27:26 - 27:31)

Okay. No, you are welcome. You are welcome.

I'm glad to talk to you and I hope you have a good day. Okay.

[Elizabeth Naylor] (27:31 - 27:35)

Okay. Thank you. You too.

You were so helpful. Okay. Okay.

[Stacia from SPS] (27:35 - 27:37)

Oh, you're welcome. All right.

[Elizabeth Naylor] (27:37 - 27:37)

Bye-bye. Bye.

EXHIBIT S

Transcript, recorded call with SPS Consumer Ombudsman Department

September 1, 2026. Frida declines review because the sale date is “too close” and states she is unsure the account has ever been reviewed.

9-1-26 - SPS Ombudsman call

[SPS general] (0:05 - 1:21)

Thank you for calling Select Portfolio Servicing, Para Español o Prima Dos. If you have your account information available to verify the account, please press 1, otherwise press 2. Please hold while we look for your account.

We recognize the phone number you are calling from. To confirm your identity, please enter in the last four digits of your social security number, followed by pound. If you don't know the last four...

Thank you for calling the Consumer Ombudsman Department of Select Portfolio Servicing. The Ombudsman Department is available to help if you have concerns about the resolution of an issue. Please be advised, this office is a debt collector attempting to collect a debt, and any information obtained will be used for that purpose.

This call will be recorded for quality purposes. To consent to record, press 1. If not, press 2.

If you know the extension of the Ombudsman Specialist you are trying to reach, please press 1. Otherwise, stay on the line and you will be connected to the next available specialist.

[Frida from SPS] (1:28 - 1:34)

Thank you for calling Select Portfolio Servicing Consumer Ombudsman. This is Frida. Can I have your name?

[Elizabeth Naylor] (1:35 - 1:36)

Elizabeth Naylor.

[Frida from SPS] (1:39 - 1:43)

Thank you. And I do have your account information, Ms. Naylor. How can I help you today?

[Elizabeth Naylor] (1:44 - 1:59)

I am returning a call from Stacia, who called yesterday. I spoke to her earlier, and I spoke to her yesterday, and was not sure what she was following up on. Oh, okay.

[Frida from SPS] (1:59 - 2:02)

You said you were returning a call from yesterday?

[Elizabeth Naylor] (2:02 - 2:07)

Yes. She called yesterday. I spoke to her yesterday, and then she called back yesterday.

[Frida from SPS] (2:11 - 2:57)

Okay. One moment. Let me just check.

Okay. So it looks like maybe she received an email where there was a question relating to no retention options available, and so she noted the account that she was calling to discuss that, and because the foreclosure sale date of September 29th is too close, so we're not able to review it for any options. So basically, the options would be either to reinstate it or pay it in full.

Is it still in an act of bankruptcy?

[Elizabeth Naylor] (2:59 - 3:10)

No, but the application was received more than 34 days. I sent it overnight on the 21st, and I also uploaded it to the portal.

[Frida from SPS] (3:12 - 3:17)

Yes. Unfortunately, we're not able to review it for any other options at this time.

[Elizabeth Naylor] (3:20 - 3:37)

They never gave a provision as to why that was the case. I've been trying to deal with you guys about this for more than a year. They're just saying the note holder says that it can't be reviewed, and that's nowhere.

It doesn't say that.

[Frida from SPS] (3:37 - 5:47)

So let me check one moment. Yeah, so the investor does make final decisions regarding assistance reviews, and so if they deny a request for assistance, they basically have that final word. And so if that was what you advised, it was most likely because of investor denial.

It looks like we received requests recently, and those were denied due to ineligibility because it wasn't an option, but let me just check and see what the most recent review, the reason for that denial. It's just going to be a moment. Okay, so it looks like this account was acquired in June of 2024.

I'm not sure that we've ever reviewed it for any assistance options previously. I know it was in a bankruptcy, which may have basically protected the account, but then just within the past month when we received documents for review for assistance, those were denied because it was ineligible because of the fact that this foreclosure sale date had been set.

[Elizabeth Naylor] (5:48 - 6:06)

Well, but I had sent stuff to you guys for review long before that, too. I've sent like three complete packages to you guys before the foreclosure sale date was set, and I keep getting messages from you guys saying that there are many assistance options. I've gotten 16 notices of that.

[Frida from SPS] (6:07 - 6:14)

Yeah, that's a general letter that's sent out, but what date did you send the documents that you said?

[Elizabeth Naylor] (6:14 - 6:22)

The most recent documents were sent on the 21st, but I've...

[Frida from SPS] (6:22 - 6:27)

I mean prior to the foreclosure sale date being set. Do you know what date that was?

[Elizabeth Naylor] (6:28 - 6:53)

NACA sent them last year, and then the last one that I got assistance ineligibility was on June 2nd. They said it was ineligible, but yeah, I mean I've sent stuff to you guys a bunch of times.

[Frida from SPS] (7:04 - 8:09)

Let me see. One moment. I'm just going through the information.

One moment. Okay. Looks like we just received a ton of documents just within the month of August, and so just going to be in a moment.

I'm trying to look for requests prior to that.

[Elizabeth Naylor] (8:16 - 8:20)

Yeah, and I can get you the date of the NACA request too.

[Frida from SPS] (8:29 - 8:44)

Yeah, it looks like it was ineligible. That's what all of the ones I'm locating are stating, that it was ineligible for review. So one moment.

[Elizabeth Naylor] (8:56 - 8:59)

And NACA's review was April 28th of 25.

[Frida from SPS] (9:04 - 9:21)

Yeah, I just located in February. We showed there was a request. It looks like that was denied because there was a foreclosure sale date at that time.

You said it was 2024, was it?

[Elizabeth Naylor] (9:21 - 9:41)

25. The NACA review date was April 28th of 25 when we requested it, but again, you guys never gave a reason for denial, just like that the note holder wouldn't allow it, but I know that's legally, they can't just say that without citing a provision, and there's nothing in the deed or the note that says that they can't.

[Frida from SPS] (9:48 - 10:40)

One moment. Sorry, I appreciate your patience.

[Elizabeth Naylor] (10:40 - 10:42)

Oh, no problem at all. No problem.

[Frida from SPS] (11:40 - 12:49)

Yeah, I'm sorry. Do you show a response in May? On May 12th, a letter was sent out responding to you as well as responding to CFPB, basically stating that the review, you requested loss mitigation assistance, and on May 6th, we received additional documents, which we believe to also be a request for loss mitigation assistance.

Unfortunately, the account is currently ineligible for loss mitigation resolution review. Our records indicate that your account originated on April 19th, servicing was transferred to SPS on June 3rd, 2024. As a servicer of our account, SPS accepts monthly payments and administers the terms of your enclosed deed of trust on behalf of the owner of the enclosed note.

SPS is required to service its account according to the requirements of the note holder.

[Elizabeth Naylor] (12:49 - 13:07)

But the issue is the note holder doesn't say that they can't, doesn't explain why, and it never says in the note that they wouldn't review that. They said it's up to SPS. So, I mean, I'm going to have to go back to the Consumer Finance Board, I guess, to work on this.

[Frida from SPS] (13:07 - 13:12)

We sent that to them, so they have a record of that letter as well.

[Elizabeth Naylor] (13:13 - 13:36)

No, no, no, no, but I'm going to have to redo it from last year because nothing's been cited to explain why they won't review it. And, yeah, nothing's been cited. And we've gotten 16 letters.

It doesn't matter if it's a form letter. I mean, you guys can't be sending letters saying that you're eligible and then not be explaining why you're not.

[Frida from SPS] (13:36 - 13:52)

No, our letters don't say that you're eligible. It says you may be eligible, so if you call, we can check. So any account that's delinquent will get a letter like that, but we would then review it to see if it is an option.

And unfortunately, it's not an option in this case.

[Elizabeth Naylor] (13:53 - 14:11)

Okay, well, I will definitely escalate this again. And if I need to file a TRO, I will because this is just not right. So you're saying that the letter that they sent on August 31st that they just sent yesterday saying that they're going to get back within 30 days, that's no longer valid either?

[Frida from SPS] (14:14 - 14:17)

I'm sorry, the letter for what date? I'm sorry?

[Elizabeth Naylor] (14:17 - 14:22)

That they sent yesterday. One moment.

[Frida from SPS] (14:23 - 14:37)

Let me see the letter that was sent yesterday. So it was dated the 31st? Yeah.

The acknowledgement letter basically stating that we received a correspondence from you?

[Elizabeth Naylor] (14:37 - 14:45)

And that they will route it to the appropriate department if a response is required, one will be provided within 30 days from the date we received your interest.

[Frida from SPS] (14:45 - 15:03)

Yeah, so you will receive an ineligibility letter back again. Because if they're just modification or retention documents, we've already previously advised it's not eligible and we continue to receive those documents, you'll get another letter saying it's not eligible.

[Elizabeth Naylor] (15:04 - 15:11)

Okay. Okay, well, so is the sale date on then? Because it still says on hold.

[Frida from SPS] (15:14 - 15:52)

Yeah, because the system right now is still showing a bankruptcy status. Once the bankruptcy is removed from the account, it definitely will go back to foreclosure status. But now it's still listed, so it takes time for the bankruptcy closing team to close it out of bankruptcy, but that's why it's not stating that the date is, you're saying it's on hold.

Once that's removed, that date will apply and it's currently showing the foreclosure sale date of September 29th. And so once that is closed out, the bankruptcy, then the date will apply to the account.

[Elizabeth Naylor] (15:53 - 15:55)

Okay, so they're not going to move the date?

[Frida from SPS] (15:57 - 16:00)

At this time, no, it's still September 29th.

[Elizabeth Naylor] (16:01 - 16:03)

Okay. All right. Thank you so much.

[Frida from SPS] (16:05 - 16:06)

All righty. Take care.

EXHIBIT T

Transcript, recorded call with SPS

September 4, 2026. Markevius states the foreclosure will not proceed on the 29th.

9-4-26 - SPS call saying foreclosure sale is proceeding on 9-29, but then that it is NOT

[Markevious from SPS] (0:06 - 1:16)

Thank you for calling Select Portfolio Servicing. Please hold while we look for your account. We recognize the phone number you are calling from.

To confirm your identity, please enter in the last four digits of your social security number, followed by a count. Please hold. This call will be recorded for quality purposes.

To consent to record, press one. If not, press two. Thank you for calling Select Portfolio Servicing.

To speak with your relationship manager, please dial the five-digit extension now. If you do not know your relationship manager's extension, please hold, and we will connect you with the next available representative. Your estimated wait time is less than one minute.

Please hold. Thank you for contacting Select Portfolio Servicing. My name is Mark Kevius, and who do I have the pleasure of speaking with?

[Elizabeth Naylor] (1:16 - 1:17)

Elizabeth Naylor.

[Markevious from SPS] (1:19 - 1:31)

Oh, hello, Ms. Elizabeth. How are you doing? I'm all right.

How are you? I'm doing well. Just to let you know, for quality insurance purposes, this call may be monitored and recorded.

Is that okay with you? Yes, that is.

[Elizabeth Naylor] (1:38 - 1:40)

Okay. Okay. Let's see here.

[Markevious from SPS] (1:47 - 2:10)

Let's see. Okay. So, how may I be of assistance to you?

I'm calling because I'm desperately trying to negotiate with you guys or to have you guys do loan modification with me to save my home, and I'm wondering if you guys have a foreclosure sale date set on the house or not. Is there a foreclosure date on the sale? Yeah.

[Elizabeth Naylor] (2:10 - 2:10)

Is there a sale date?

[Markevious from SPS] (2:10 - 4:11)

Yeah. There is. There is a foreclosure sale date now.

Yeah. September 29th of 2026. You got 25 days.

Oh, well, this is the first I have heard of that. You guys have not told me that. I've been calling to ask if there is a date on there, and I was told that there wasn't one on the account.

When did this happen? Like, yesterday or day before yesterday. I've been calling almost every day.

Do you know if there's any chance they would move that since it's, like, not much notice? So, I see that you did call in recently here on September 1st, and the interaction was that we advised there was no retention option due to the foreclosure sale date on September 29th. No, that's not how the call went.

I have the call recorded. It was that I had said that the bankruptcy was dismissed, and then you guys said that the bankruptcy was showing as active on your end, and so there was no date showing up on your end. I do have the call recorded.

I've recorded every call I've made with you guys. Oh, okay. I do understand.

Yeah, and I did write a letter to you guys as well that you probably haven't gotten yet, but you guys haven't cited the terms as to why you're denying loan modification that you're required to by law, and I know you can't address that on the phone, but I'm I'm saying you guys, you can look back at other notes, too, and see that we were not advised of that. Every time we've called, we've been told that there is not a date on the auction. Yes, ma'am, I understand.

I'll try to, I can assist you to the best of my ability from the notes, so let's go ahead and get started. Let's see, did we send you any kind of a notification, because even, are you familiar with the website, sbservicing.com?

[Elizabeth Naylor] (4:11 - 4:12)

Um, yes.

[Markevious from SPS] (4:14 - 11:33)

Okay, and do you still receive a paper in the mail from us, like, um, uh, physical documentation was in the mail? Um, yes, yes, and everything, even, but even yesterday, if you can see on the,

on the account, because I'm on the SPS portal, it even says right now that they're, that we weren't being evaluated for any assistance because it was in bankruptcy. That was, that was why, and all of the letters we've gotten, if you look at every single one on our portal.

Oh, okay, let's go ahead and see what we can do about this, shall we? Yeah, that would be great. So, so I'm going to go look at the documents.

Okay. Okay, so let's see here. So, we did send, um, well, so we have four codes of documents coming out today.

Don't you guys have to notice the sale more than 25 days prior to the sale date? Yes, ma'am. Yes, ma'am, we do have to.

So, I was just letting you know what I'm saying in chronological order, going backwards. Oh, yeah, yeah. But let me see.

We, I, we sent four closet documents on the 29th. We have not gotten those. Those aren't showing in the portal, like, either, if you go on our portal.

Um, yeah, so I'm looking in this little document thing that we have, and what I see here is also a pop-up on that portal. Yeah, I've, I'm seeing all the dates there. I'm seeing there is a general acknowledgement letter on the 31st.

There's nothing on the 29th. Yeah, there, there was nothing. I see this, I see, I see there's a general knowledge letter produced on the 28th.

Um, that's, okay, just, let's, um, just to see if I can timeline everything. Yeah, because there's nothing about foreclosure documents on the, that, that general acknowledgement letter. When, when is, when is the date addressed?

It may have popped up to you on the 31st, but when is the date addressed? Um, I have general acknowledgement letters from the 26th, 27th, 28th, because I've been sending letters 31st and the 2nd, but none of them are about the foreclosure. They're all acknowledging the bankruptcy and saying that, that the bankruptcy is halting any review of, of anything.

Okay, we have foreclosure, I've got foreclosure documents on the 28th. But they haven't, they're not online. You can go on our portal.

They're not online. Um, I can't go on your portal, but from what I see on my end, shows up, like, supposed to be showing up in your portal. So, I do see that, and I also, but again, if you did not opt for, um, paperless communication, you should also receive the stuff in the mail.

But we don't, but there's nothing there. I mean, it's not there. I can take a picture of my portal.

There's nothing there. There's, there's documents from those dates, but even, like I said as

recently as yesterday, or as the 2nd, yeah, which was addressed the 2nd, it still says that the lien's subject to bankruptcy. There's nothing about foreclosure on there.

Yes, ma'am, and I understand that. Um, let's see here. I do see that you are, have an active Chapter 11 bankruptcy plan in place.

Hello? Uh, but how can you proceed with a foreclosure sale with a bankruptcy? Give me one moment, okay?

Yeah. Thank you so much for this one moment. Hello?

[Elizabeth Naylor] (11:34 - 11:34)

Yes.

[Markeivus from SPS] (11:36 - 12:01)

Yes, I'm assured that I'm still here. I am, um, digging deeper into my resources to see so if you will just, um, hold for me for a few more moments, and I do appreciate your patience in advance, okay? Yeah, no problem.

Again, I'm just trying to, to move the date so I can now move forward with the, the trying to modify. I understand. One moment, okay?

Okay, thanks.

[Elizabeth Naylor] (12:24 - 12:30)

Okay, Lily, Lily, Lily, Lily, Lily, come here, Lily.

[Markeivus from SPS] (12:42 - 12:55)

Come on. Come on. Come on.

[Elizabeth Naylor] (13:01 - 13:04)

Come on.

[Markeivus from SPS] (13:04 - 13:06)

Come on. Come on, you guys.

[Elizabeth Naylor] (13:17 - 13:17)

Hello?

[Markeivus from SPS] (13:55 - 16:47)

Foreclosure action is currently on hold due to the act of bankruptcy plan. Okay, so we have that squared away. So it is on hold.

And you were trying, what was your other questions? Um, so what foreclosure docs went out then, you said today? Say that again?

You said foreclosure documents had gone out today? Oh, they was generated. They probably didn't go out because it was on hold, but I do see they were generated.

That's probably why it's not showing up in the 2D portal because of the act that's trying to deliver. Okay, but they went out stating that there was a date then of September 29th? Yes, there was a date.

Okay, but, so there was one yesterday, but there's not today? I guess I'm just confused. Oh, wait, now, okay, so repeat that again?

So, the foreclosure documents went out saying that the foreclosure, because the bankruptcy was dismissed and you guys haven't had that on your record and I keep trying to tell you guys that, but I keep getting documents back saying that the bankruptcy is active, so I guess what I'm trying to do is just figure out, you know, what the status is with this foreclosure sales data. Is it still showing? It's on hold.

It's on hold. They just, you know, the system will generate certain things, so there's a date generated. However, it's on hold because of the foreclosure.

I mean, because of the active judge. But it's not active. Sorry for my dog in the background, but it's not.

The thing is, it was dismissed. The bankruptcy was dismissed, but it just hasn't been, I guess, you guys don't have that or something. I keep trying to get you guys to have it so that you would negotiate, but that's why I'm just wondering if it is going to proceed on the 20, if it finally, like, updated in the system.

The foreclosure is not going to proceed on the 29th. Oh, okay. Well, do you have a new tentative date, then, that they would have for it?

No, I don't have that. Huh. Okay, so will they re-notice it, then?

Do you know that? When they have the date, will they re-notice it? They should.

They should, but I don't have that at the point in time. I don't think so, but no, from what I'm understanding, they should. Okay, okay, as long as the sale is not proceeding on the 29th, that's all I was, that was my only concern.

Okay, well, thank you so much. I really appreciate it. Okay, you're very welcome.

All right, thanks so much. Bye.

EXHIBIT U

Transcript, recorded call with SPS Consumer Ombudsman Department

September 4, 2026. Stacia withdraws the deferral, states “We don’t have 37 or more days,” and describes SPS’s practice of not opening a review upon receipt of documents.

9-4-26 - SPS with ombudsman call saying they will not review us and sale is proceeding

[Stacia from SPS] (0:00 - 0:01)

Wanted to return your call.

[Elizabeth Naylor] (0:03 - 0:21)

Yes, so a couple of things. So that is active because I just talked to you guys a couple hours ago and you guys said it wasn't going to be active. Yeah, I literally just spoke.

[Stacia from SPS] (0:23 - 0:31)

Okay, it has a let me ask you just real quick. So I move forward on the file here. What was the main reason for the getting behind on the Intel?

[Elizabeth Naylor] (0:31 - 0:59)

I believe I talked to you earlier this week. It's for health reasons. My husband has had Parkinson's for 25 years and has stage 4 cancer.

Okay. Thank you so much.

[Stacia from SPS] (1:00 - 1:17)

You're welcome. It says foreclosure sale date scheduled for 929. And you were denied retention options.

[Elizabeth Naylor] (1:19 - 1:26)

But I think they said that was because it was in bankruptcy. They were denying retention. That's what it looked like on the on the portal.

[Stacia from SPS] (1:26 - 1:37)

Okay, now that that's typically the case. Absolutely. However, I don't show where it's been updated yet.

So the bankruptcy just was opened, correct?

[Elizabeth Naylor] (1:38 - 1:41)

The bankruptcy was dismissed.

[Stacia from SPS] (1:46 - 2:01)

Because it is in a foreclosure status. Hold on just a minute. I mean, it shows me a foreclosure.

So you're referring to someone else telling you different today. I just want to make sure I follow.

[Elizabeth Naylor] (2:02 - 2:14)

Yeah, I believe his name is I actually recorded the call with him. I think it was Mark. He said that there is not a foreclosure set.

He said at first there was and then he checked on the file. Yeah.

[Stacia from SPS] (2:15 - 2:45)

Let me see. Yeah, okay foreclosure action currently on hold due to active bankruptcy plan, but I don't show the account showing active bankruptcy. So I just want to make sure I was accurately telling you what I see, you know.

So did you say it was dismissed? You're not in bankruptcy because that's probably why I show there is a foreclosure sale date.

[Elizabeth Naylor] (2:46 - 3:04)

Yes, it was dismissed. But when I've called and I've called, you know, multiple times each week to try to see about this and it's I've been told that the date was not valid. Even though it was saying September 29th that it was that you guys hadn't like it hadn't reached you guys.

[Stacia from SPS] (3:05 - 3:11)

Yeah, if it's on an active bankruptcy, it puts it on hold.

[Elizabeth Naylor] (3:12 - 3:34)

But if you've dismissed and gotten out of the bankruptcy, it goes right back to having a sale date and it wouldn't be a new sale date since it would just be I mean, it wouldn't even know it wouldn't even be as of today because I mean, like I said, the guy told me I have he he told me and I recorded it that he said the September 29th. Date is not proceeding.

[Stacia from SPS] (3:38 - 3:44)

When did you dismiss the bankruptcy? It was like if you went into it, when did you come out of it?

[Elizabeth Naylor] (3:44 - 3:58)

August 6th. And that's what I've been trying to tell you guys in the letters was that it was dismissed and I really want to try and keep the house and and at the very least have the arrears deferred. But but it was it continued to be shown.

[Stacia from SPS] (3:59 - 4:51)

Yeah, we don't have enough time to do that. The only thing that would stop this foreclosure on the 29th is if it said you were active. In bankruptcy or in cases where the customer is going to sell the property and they're showing us all the proof and that we put in for requesting to postpone that so that the house can be sold.

The only and last option is to reinstate the account for the arrearage is due. It's those three only. There's no way that we're able to help going forward.

We don't have 37 or more days.

[Elizabeth Naylor] (4:51 - 5:21)

No, but I submitted it with more than 37 days. I submitted the mitigation application to you guys with more than 37 days and it bounced back saying that, you know, it's an active bankruptcy, even though I was writing in there. It's not an active bankruptcy.

I submitted it with like 39 or 41 days and you guys said it was an active bankruptcy. So but it was I even certified mailed it and overnighted it and I mean, I really covered my bases on it.

[Stacia from SPS] (5:23 - 5:27)

Okay, okay. I'm going to put you on hold if you're okay with that.

[Elizabeth Naylor] (5:27 - 5:35)

Okay. Yeah, no problem. And even if we can just delay the sale while we figure it out, that's what's tough to do.

[Stacia from SPS] (5:35 - 6:01)

Unless we have some reasons for like one of what I said here. Either you need time to reinstate it and you've got the funds. Number two is you're got it on the market for sale with a buyer and all the proof of funding.

And the third thing is if it were an active bankruptcy, it won't let it foreclose. It puts it on hold.

[Elizabeth Naylor] (6:02 - 6:07)

But what about the 37-day file? The thing that we sent?

[Stacia from SPS] (6:07 - 6:15)

Yeah, I don't see where that was opened up. So hang on for me. Okay, just a moment.

Bear with me.

[Elizabeth Naylor] (6:15 - 6:16)

Okay.

[Stacia from SPS] (6:16 - 6:18)

Thank you. I'll be right back to you. Okay.

Okay.

[Elizabeth Naylor] (6:18 - 6:18)

Thank you.

[Stacia from SPS] (6:18 - 10:01)

You're welcome. Just a moment. Okay.

Okay. Okay, Elizabeth. Thank you.

I do not see the documents. They did come in, but they came in on the 4th. And previous to that was the 29th.

I see all of everything that has been submitted, but we weren't. We did not have enough time to do that.

[Elizabeth Naylor] (10:01 - 10:14)

No, no, no, no, no. That's that's not right. I'm looking online and I have where it was sent certified and everything.

It was sent on the 21st and it was uploaded to the portal on the 21st.

[Stacia from SPS] (10:16 - 10:21)

Did you talk to somebody in this office to get something opened for you?

[Elizabeth Naylor] (10:21 - 10:34)

To get I don't think I mailed it and I emailed it and I faxed it and I uploaded it to the portal. And I got confirmation that it had been on there. Let me log onto the website right now.

Hang on a second.

[Stacia from SPS] (10:36 - 11:30)

I see a lot of different times when it was uploaded several times and I'm going back. But but even if you had sent it that early on we in this department have to open up the request for you because of and and when we do it. It's not necessarily that we need all the all the documents the same way as previously.

I mean, we just go straight to the investor and explain the whole story and try to you know, see if we as an advocate for you. Okay, that's what this department does. But I just don't see where anybody has opened up that request.

And I see where bankruptcy documents came in, but you're saying it went away and was closed. So now it doesn't show active bankruptcy. Right.

[Elizabeth Naylor] (11:30 - 11:40)

Did you file in August and then dismiss also? We filed in May and dismissed in August. Oh, oh, I see.

Okay.

[Stacia from SPS] (11:42 - 11:47)

There just isn't anything we're going to be able to do at this point at all.

[Elizabeth Naylor] (11:48 - 12:12)

As much as I hate being the bearer of bad news, there isn't anything we can do. But even though it was submitted on on on time, I mean that that doesn't make sense that that I did submit all the stuff within 37 days. But that's not my fault it wasn't opened.

Well, because I did submit it with time.

[Stacia from SPS] (12:12 - 12:35)

With our offices, you know, keep keeping, you know, getting us on the phone and saying, you know, did you get the documents? Okay, what can we do? You know, and you got to stay you got to stay in touch.

I see all these documents like all these times that were sent in. I'm literally scrolling through continuously on this.

[Elizabeth Naylor] (12:35 - 12:47)

But but it was saying that not that it had been forwarded to the appropriate department for handling. So, you know, and I have been calling you guys all the time about this. I mean, and nobody has.

Yeah.

[Stacia from SPS] (12:48 - 12:53)

I don't see the discussion where we open up the review for you.

[Elizabeth Naylor] (12:53 - 13:21)

But I was getting messages about that. I was getting messages saying that you guys were forwarding it to the right department. So why would I feel like it, you know, wouldn't be going there?

I mean, that I don't yeah, I mean, I presumed when I was getting messages like that, that you guys were had received it. So, I mean, I'm kind of unclear looking a little closer.

[Stacia from SPS] (13:21 - 13:43)

Okay. Okay. No, no, that's okay.

Just bear with me. I'm going all the way back to the beginning of August. And you know what?

Let me just see. Bear with me. Okay.

Thank you very much. Let me put you on another hold real quick. Okay.

[Elizabeth Naylor] (13:43 - 13:44)

Okay.

[Stacia from SPS] (13:45 - 16:22)

Okay. Thank you. I'll be right back to you in just a minute.

Bear with me if you would. Okay. I really appreciate your time.

[Elizabeth Naylor] (16:22 - 16:22)

Yeah, no problem.

[Stacia from SPS] (16:24 - 19:06)

Okay, just a moment. Okay. Yes.

So I'm looking back because I remember you. I mean, I do. I remember talking with you and it was on the 31st and I tried to call you back within about an hour.

[Elizabeth Naylor] (19:08 - 19:17)

Yeah, and I left two voicemails after and I didn't hear back. So I talked to Frida the next day. She picked up the phone, but I did leave two voicemails trying to get back to you.

[Stacia from SPS] (19:18 - 20:18)

Yes, and then But yeah, I mean even Frida, I'm looking at her notes and it says ineligible to be reviewed for assistance and listen. We don't take these things lightly. We really do everything in our power to help customers, but we have a deadline of opening up a review for like what we call an exception.

And we have to have 37 days prior to that foreclosure sale date. And even though you've been sending in all these documents all this time because we don't we don't typically ask for documents, but you've been sending them. I mean, it has to be a discussion with us and I'm going all the way back prior to you and I talking about a week ago and I don't see a lot of discussions with us.

[Elizabeth Naylor] (20:19 - 21:02)

I have a bunch of discussions I had with you guys. I've recorded every single call I've had with you guys. I have everything I've had with you guys.

Well with SPS, no with just with SPS and the bankruptcy department. No, not with the ombudsman department. I but you know, like I said, I would have no idea that you guys wouldn't get you know, the documents.

Wouldn't how would I know when it when it says it's been forwarded to the appropriate department? I would presume that would mean what it says. So I mean, that's that's, you know, really not not right.

And I've been told every time I've called that the foreclosure auction isn't happening.

[Stacia from SPS] (21:02 - 21:17)

So including today, you were told that because it's bankruptcy. But if the bankruptcy was just taken off weeks ago, then that's why it doesn't say bankruptcy anymore. It shows 929 for a sale date.

[Elizabeth Naylor] (21:18 - 21:24)

But even online, it says on hold. It says that on hold. So I mean, they're not going to issue a new date.

[Stacia from SPS] (21:26 - 21:45)

No, no, no, the date stays the same. Sometimes, you know, it might you might get a letter that

says it was it was pushed out. I see that happen sometimes.

But have you reached out to the foreclosure attorney that we have on the file by chance?

[Elizabeth Naylor] (21:46 - 22:01)

Yes, the Tiffany and Bosco. Yeah, they yeah, they had said as well that it was it was showing still in bankruptcy. And that was showing for them on hold and on their website.

It still says on hold as well.

[Stacia from SPS] (22:02 - 22:04)

As of what day?

[Elizabeth Naylor] (22:04 - 22:04)

Today.

[Stacia from SPS] (22:05 - 22:06)

Right this minute, it does not.

[Elizabeth Naylor] (22:06 - 22:16)

Today, I'm on I'm on service link that I know is connected to them. And it was showing on hold. Says active postponed.

Yeah, that's right.

[Stacia from SPS] (22:16 - 22:42)

Show me that. It does not show me that. No, active bankruptcy is the status right now.

And then when I look at the foreclosure, it says Tiffany and Bosco. And it shows foreclosure sale date is scheduled for 929. No longer eligible for loss mitigation options.

[Elizabeth Naylor] (22:43 - 22:49)

Well, it's not on their website. It says on it doesn't it's not on their website at all. If you search.

[Stacia from SPS] (22:55 - 22:59)

What about our website when you log into your account?

[Elizabeth Naylor] (23:03 - 23:32)

There should be. It doesn't show me anything about that. Just this payoff quote, but it doesn't

show me about the date being active.

It does the last thing I see is assistance and eligibility as of 9-2. It says because that they won't review it because of an active bankruptcy, but there's there's not inactive bankruptcy.

[Stacia from SPS] (23:35 - 24:18)

So maybe online isn't quite updated yet. This could have just happened as of today's date foreclosure documents. Received see it there just isn't any way around it.

Listen, if there was I'd be helping you with it. I would be helping you with it. I I'm just not sure what you think you should do because I understand your your whole intention is to hang on to your home.

I can appreciate that for sure. There just isn't anything at the moment. We're able to do now.

And I can't suggest what you should do either. It has to be your choice.

[Elizabeth Naylor] (24:21 - 24:24)

Well, I mean, but what was the reason that?

[Stacia from SPS] (24:25 - 24:31)

What was the reason that you dismissed the bankruptcy or got out of it?

[Elizabeth Naylor] (24:33 - 24:59)

Because the I couldn't get an attorney and it was the second bankruptcy in a year. So I can't I can't refile again and have the stay apply. So yeah, I mean, I I'm just not sure what you should do.

I'm just can I am still confused since I did submit to the correct departments. The I mean, I sent it to multiple addresses. I sent it to the note holder the within 37 days.

[Stacia from SPS] (25:00 - 25:40)

I all yeah, it's always about talking with us, you know, to say I sent these documents is what you know, are you opening something? Is there something we can do? It's always about having the conversation.

We don't just get documents and start a review. We don't we've never been never done that like that. It's about talking with our office and staying in touch and you know, on top of it like that.

I don't I am so so sorry. I just don't know what else to there's just no I don't have anything else I can do to help.

[Elizabeth Naylor] (25:40 - 25:40)

Okay.

[Stacia from SPS] (25:41 - 25:49)

Okay. I just don't I don't know. I don't know.

And I wish I had a different answer for you.

[Elizabeth Naylor] (25:51 - 26:27)

Okay. Well, I mean I can you know file a TRO I guess because yeah, I mean I can file a TRO to stop the sale. I guess that's what I'm going to have to do.

Because I mean they still haven't said what the reason is for them not reviewing us for for loss assistance the entire time on the loan. I've been trying to have you guys review it for more than a year and nobody will review it. It keeps saying it's ineligible and the note won't allow it but it doesn't say why yeah, yeah, sometimes there isn't a clear answer.

[Stacia from SPS] (26:27 - 27:11)

Why we're the servicer and we abide by all the guidelines of the actual investor and sometimes the answer for why is not always very clear. We just have to abide by what they say. Now anytime that you know, you are reviewed if you're reviewed and denied.

I mean you should be getting a letter stating and sometimes it does just say that they just won't allow the assistance. It might be because of the length of time the accounts behind it could be many different reasons. Okay.

Okay. Okay.

[Elizabeth Naylor] (27:11 - 27:20)

Okay. Well, thank you. I appreciate it.

All right.

EXHIBIT V

SPS letter of May 28, 2026, form LR040

Lists assistance options including “Modification,” which “may include a reduction of your interest rate; a partial payment deferral or an extension to the maturity date,” and instructs that a complete application must be submitted at least thirty-seven days before a scheduled sale.

May 28, 2026



RONALD OWENS
ELIZABETH NAYLOR
[REDACTED] 69TH ST
SCOTTSDALE, AZ 85254

Account Number: [REDACTED] 1155
Property Address: [REDACTED] 69TH ST
SCOTTSDALE, AZ 85254

Dear Customer(s):

SPS is sending this to you to provide information regarding the lien on the real property referenced above. Our records indicate that your obligation has either been discharged or is subject to an automatic stay order under the United States Bankruptcy Code. This notice and any enclosed documents are for compliance and informational purposes only and do not constitute a demand for payment or an attempt to collect such obligation. Even though your personal liability on the note may be discharged or subject to an automatic stay, the terms of the mortgage remain in effect and the owner of the mortgage, as lien holder, continues to have a lien on the real property.

We understand that you may be experiencing a temporary or permanent hardship and we are here to support you. We have several options that may be available to assist you, such as:

- **Reinstatement** – With a reinstatement, you would repay all of the missed payments at the end of the forbearance plan and you would resume making your regular monthly mortgage payments as scheduled.
- **Repayment Plan** – This plan would allow you to pay back the missed payments over an extended period of time by paying your regular monthly mortgage payment plus an extra amount.
- **Modification** – We may be able to provide you with a more affordable monthly payment by making changes to the terms of your mortgage loan. These changes may include a reduction of your interest rate, a partial payment deferral or an extension to the maturity date of your mortgage loan.
- **Short Sale** – If you decide that you can no longer afford to keep your home, this may be a good option for you. With a short sale, you would list the property for sale at a fair market price. If the property is sold, the proceeds from the sale are applied to pay off your mortgage, even if the proceeds are less than the account balance. This option requires approval from the lienholder.
- **Deed in Lieu of Foreclosure** – With this option, you, as the homeowner, would voluntarily transfer the ownership of the property to the owner of your mortgage in exchange for a release from your mortgage loan and payments. This is often a good choice if you no longer want to stay in the home or you can no longer afford to stay in the home, but you want to avoid foreclosure.

Please be advised that there is no guarantee that you will be eligible to receive any (or a particular type of) assistance through one of these programs. If there is any bankruptcy proceeding pending that includes the subject property, then you may need to obtain Bankruptcy Court approval prior to entering into a loss mitigation option.

You must submit a complete loss mitigation application, including all required information, at least thirty-seven (37) days prior to a scheduled foreclosure sale date for your account to be eligible for any available loss mitigation options. **Your account will not be eligible for loss mitigation if a complete loss mitigation application, including all required information, is not received prior to that time and your application will be deemed incomplete.** However, even if you provide a complete application more than thirty-seven (37) days before a scheduled foreclosure sale date, your account may not have any available options.

If you are unsure if there is a foreclosure sale scheduled for the property in the next thirty-seven (37) days or if there are available loss mitigation options, please contact us immediately at 888-818-6032.

We want to help you find the best possible solution. To do that, we will need some information about your specific situation. You can start by completing an application for assistance by visiting www.spservicing.com, where you can begin the application process and find answers to frequently asked questions (FAQs).

At SPS, any of our Customer Care Experts can assist you with answers to your questions about the status or history of your account, document requirements, or any of our available loan resolution options. If you have any questions or concerns, please contact SPS. Our toll-free number is 800-258-8602 and representatives are available Monday through Friday between the hours of 8 a.m. and 8 p.m., and Saturday from 8 a.m. to 3 p.m., Eastern Time. You may also contact us by mail at:

Select Portfolio Servicing, Inc.
PO Box 65250 Salt Lake City, UT 84165-0250

HUD approved home ownership counseling may be available to you. You should call 800-569-4287 or TDD 800-877-8339, or go to HUD's website at www.hud.gov/offices/hsg/sfh/hcc/fc/index.cfm to find the HUD-approved housing counseling agency nearest you.

Servicemembers Civil Relief Act (SCRA)

SPS is committed to home ownership assistance for active servicemembers and veterans of the United States military. You may be entitled to certain protections under the federal Servicemembers Civil Relief Act (50 U.S.C. 3901 et seq.) regarding your interest rate and the risk of foreclosure if you are a servicemember or a dependent of a servicemember. Counseling for covered servicemembers is available at agencies such as Military OneSource (800-342-9647 or www.militaryonesource.mil) and Armed Forces Legal Assistance (<http://legalassistance.law.af.mil>). Note: your state may have more expansive eligibility criteria than below. Please contact us as soon as possible if you have any questions or believe you may be eligible.

Eligible service may include, but is not limited to:

- Regular members of the U.S. Armed Forces (Army, Navy, Air Force, Space Force, Marine Corps and Coast Guard), or
- Reserve and National Guard personnel who have been activated and are on Federal active duty, or
- National Guard personnel under a call or order to active duty for more than 30 consecutive days under section 502(f) of title 32, United States Code, for purposes of responding to a national emergency declared by the President and supported by Federal funds, or
- Active service members of the commissioned corps of the Public Health Service and the National Oceanic and Atmospheric Administration, or
- Certain United States citizens serving with the armed forces of a nation with which the United States is allied in the prosecution of a war or military action.

Please send written notice of military service as soon as possible to:

Select Portfolio Servicing, Inc.
PO Box 65250 Salt Lake City, UT 84165-0250

If you have questions regarding eligibility and application requirements, please call us at 800-258-8602.

Please find enclosed additional information regarding the legal rights and protections of servicemembers and their dependents under the Servicemembers Civil Relief Act (the "SCRA"). This SCRA notice will assist you in understanding SCRA eligibility, protections, and organizations that you can contact for more information.

Notice of Error or Information Request

If you believe there has been an error with the account or you require additional information, you may send a written Notice of Error or Information Request. All Notices of Error or Information Requests must be sent in writing to the address listed below, as this is our exclusive address under Federal Law for these matters. If you send your correspondence to any other address, it may not be processed in accordance with Federal law.

Select Portfolio Servicing, Inc.
PO Box 65277 Salt Lake City, UT 84165-0277

[REDACTED]

We look forward to discussing options that may be available to you to avoid foreclosure.

Sincerely,

Select Portfolio Servicing, Inc.

Esta carta contiene información importante concerniente a sus derechos. Por favor, traduzca esta carta. Nuestros representantes bilingües están a su disposición para contestar cualquier pregunta. Llámenos al número 800-831-0118 y seleccione/marque la opción 2.

This information is intended for informational purposes only and is not considered an attempt to collect a debt.

[REDACTED]

Legal Rights and Protections Under the SCRA

Servicemembers on "active duty" or "active service," or a spouse or dependent of such a servicemember may be entitled to certain legal protections and debt relief pursuant to the Servicemembers Civil Relief Act (50 USC §§ 3901-4043) (SCRA).

Who May Be Entitled to Legal Protections Under the SCRA?

- Regular members of the U.S. Armed Forces (Army, Navy, Air Force Marine Corps and Coast Guard).
- Reserve and National Guard personnel who have been activated and are on Federal active duty
- National Guard personnel under a call or order to active duty for more than 30 consecutive days under section 502(f) of title 32, United States Code, for purposes of responding to a national emergency declared by the President and supported by Federal funds
- Active service members of the commissioned corps of the Public Health Service and the National Oceanic and Atmospheric Administration.
- Certain United States citizens serving with the armed forces of a nation with which the United States is allied in the prosecution of a war or military action.

What Legal Protections Are Servicemembers Entitled To Under the SCRA?

- The SCRA states that a debt incurred by a servicemember, or servicemember and spouse jointly, prior to entering military service shall not bear interest at a rate above 6 % during the period of military service and one year thereafter, in the case of an obligation or liability consisting of a mortgage, trust deed, or other security in the nature of a mortgage, or during the period of military service in the case of any other obligation or liability.
- The SCRA states that in a legal action to enforce a debt against real estate that is filed during, or within one year after the servicemember's military service, a court may stop the proceedings for a period of time, or adjust the debt. In addition, the sale, foreclosure, or seizure of real estate shall not be valid if it occurs during or within one year after the servicemember's military service unless the creditor has obtained a valid court order approving the sale, foreclosure, or seizure of the real estate.
- The SCRA contains many other protections besides those applicable to home loans.

How Does A Servicemember or Dependent Request Relief Under the SCRA?

- In order to request relief under the SCRA from loans with interest rates above 6% a servicemember or spouse must provide a written request to the lender, together with a copy of the servicemember's military orders.
- There is no requirement under the SCRA, however, for a servicemember to provide a written notice or a copy of a servicemember's military orders to the lender in connection with a foreclosure or other debt enforcement action against real estate. Under these circumstances, lenders should inquire about the military status of a person by searching the Department of Defense's Defense Manpower Data Center's website, contacting the servicemember, and examining their files for indicia of military service. Although there is no requirement for servicemembers to alert the lender of their military status in these situations, it still is a good idea for the servicemember to do so.

How Does a Servicemember or Dependent Obtain Information About the SCRA?

- Servicemembers and dependents with questions about the SCRA should contact their unit's Judge Advocate, or their installation's Legal Assistance Officer. A military legal assistance office locator for all branches of the Armed Forces is available at <http://legallasistance.law.af.mil/content/locator.php>
- "Military OneSource" is the U. S. Department of Defense's information resource. If you are listed as entitled to legal protections under the SCRA (see above), please go to www.militaryonesource.mil/legal or call 1-800-342-9647 (toll free from the United States) to find out more information. Dialing instructions for areas outside the United States are provided on the website.

[REDACTED]

Select Portfolio Servicing, Inc. (SPS) knows that home ownership can be one of the most valuable and rewarding investments an individual or family can make. We also understand that the ongoing costs of monthly mortgage payments, home maintenance, property taxes, and homeowner's insurance may become an overwhelming financial burden. At SPS we seek to provide solutions to our customers to assist them in resolving delinquency and avoiding foreclosure. Based upon your current situation, SPS may be able to provide you a customized solution to help you stay in your home or, if appropriate, guide you through the sale or transfer of your property, allowing you to relocate to more affordable housing and avoid foreclosure.

MAKING HOME AFFORDABLE PROGRAM

SPS participates in the US Treasury Department's Home Affordable Modification Program (HAMP) and Home Affordable Foreclosure Alternatives Program (HAFA). These programs are designed to help preserve home ownership or prevent foreclosure through modification, short sale, and deed-in-lieu options. Please contact us to discuss your eligibility under these programs.

LOAN MODIFICATION

SPS's loan modification program aims to preserve home ownership and prevent foreclosure. A modification is designed to bring your loan current and provide you with an affordable monthly payment by modifying the terms of your note.

Changes may include a lower monthly payment, a lower interest rate, a partial deferral or reduction of principal owed on your note, or an extension of your maturity date.

If you request a modification and provide us the necessary financial information, we may be able to offer you a "trial modification." A trial modification is a period where you make the proposed modification payment to ensure that the payment is affordable. If you make all of your trial payments and satisfy all modification criteria, you may qualify for a permanent modification of your note. You will then need to sign a modification agreement, which will permanently change certain terms of your note.

REPAYMENT PLANS

Repayment plans either help you bring your mortgage current over a period of time, or allow you to resume regular monthly payments while you seek to sell the property, liquidate other assets, or improve your financial condition. While you are current in making the scheduled payments on a repayment plan, we will not proceed with foreclosure.

SHORT SALE

If you can no longer afford your property and have tried to sell it only to find that you owe more than the property is currently worth, the owner of your mortgage loan may accept an amount from the sale of your property that is less than the full amount you owe on your loan. In a short sale, you would list and sell the property, in an arm's length transaction, at an approved price with the understanding that the net proceeds from the sale may be less than the total amount due on your loan.

You must document the circumstances of your hardship and allow access to the property to assess its condition and value. Upon the successful completion of a short sale, you may also be eligible to receive financial relocation assistance.

BEWARE OF FORECLOSURE RESCUE FRAUD

You should never:

- Be charged a fee by a third party in exchange for housing counseling services
- Be charged an upfront fee by a third party for services related to the modification of a delinquent loan
- Be pressured by a third party into signing paperwork you do not understand

For more information visit: www.loanscamalert.org.

***Remember SPS never charges a fee for
loan resolution assistance.***

SHORT PAYOFF

If you are trying to refinance your property as a solution to resolving your financial situation but you are unable to satisfy your existing mortgage balance due to a decline in property value, the owner of your mortgage loan may be willing to accept a payoff amount less than what you owe on your loan. Similar to a short sale, you must provide us access to the property and document your hardship and financial condition.

DEED IN LIEU OF FORECLOSURE

The owner of your mortgage loan may also be willing to accept title to the property for a full satisfaction of the debt. Any agreement to accept a deed in lieu of foreclosure would require your cooperation in providing access to the property interior, providing clear title to the property, and documenting your hardship and financial condition. We will help you work with other lien holders to pay off and/or release any other liens that may be on the property. Upon the successful completion of a deed in lieu, you may also be eligible to receive financial relocation assistance.

SERVICEMEMBERS' CIVIL RELIEF ACT (SCRA)

Active servicemembers and veterans of the United States military may be entitled to certain interest rate and foreclosure protections under the SCRA. Please contact SPS for eligibility and application requirements.

Counseling for covered servicemembers is available at agencies such as Military OneSource (800-342-9647 or www.militaryonesource.mil), Armed Forces Legal Assistance (<http://legalassistance.law.af.mil>), and a HUD-certified housing counselor (see below). Servicemembers may call SPS at (888) 818-6032 to be connected to an associate who has been trained on SCRA protections.

GOVERNMENT COUNSELING / RESOURCES

SPS is committed to exploring home ownership assistance, free of cost, with all of our customers. In addition, home ownership counseling may be available by contacting a HUD-approved counseling agency. You may call (800) 569-4287 or TDD (800) 877-8339 for the housing counseling agency nearest you, or go to their website at: www.hud.gov. You may also be eligible for assistance from the Homeownership Preservation Foundation which you may reach at (888) 995-HOPE (4673). SPS also works with housing counselors through Hope LoanPort® (www.hopeloanportal.org), and with customers through Homeowner Connect™ (www.homeownerconnect.org).

If none of the options described in this letter are viable for you, we may have other options to help you avoid foreclosure. Please contact us today.

Select Portfolio Servicing, Inc.
PO Box 65250
Salt Lake City, Utah 84165-0250
Phone: 888-818-6032
www.spservicing.com

Monday - Friday / 8:00 a.m. and 8:00 p.m.
Saturday / 8:00 a.m. to 3:00 p.m.
Eastern Time

Esta carta contiene información importante concerniente a sus derechos. Por favor, traduzca esta carta. Nuestros representantes bilingües están a su disposición para contestar cualquier pregunta. Llámenos al número 800-831-0118 y seleccione/marque la opción 2.

This information is intended for informational purposes only and is not considered an attempt to collect a debt.

Get Homeowner Assistance Fund help

1) WHAT IS THE HOMEOWNER ASSISTANCE FUND (HAF)?

The Homeowner Assistance Fund (HAF) is a federal assistance program that helps homeowners who have been financially impacted by COVID-19 pay their mortgage or other home expenses. The HAF program available to you will depend on your area. Each state or territory developed its own program. Programs were also developed by Tribes (or their Tribally Designated Housing Entity), the Department of Hawaiian Home Lands, and the District of Columbia.

2) AM I ELIGIBLE?

To be eligible, you must:

- Have experienced a financial hardship associated with the COVID-19 pandemic.
- Apply for assistance for your primary residence.
- Have household income at or below your state's program requirements. Most state programs limit eligibility to households with less than 150% of the median income in your area or \$79,900, whichever is higher. Some programs have established lower limits, so check your program's income requirements before applying.
- Meet additional requirements specific to the program where you are applying.

3) HOW DO I APPLY?

Visit www.consumerfinance.gov/haf/ to check your local program. Application processes may vary by location. You will need to verify that you meet income requirements and may need to provide additional necessary documentation.

4) QUESTIONS?

For any other questions, see www.consumerfinance.gov/haf/ or contact a HUD-approved housing counseling agency at www.consumerfinance.gov/find-a-housing-counselor or (800) 569-4287. They can help guide you through the application process.

Obtenga ayuda del Fondo de Asistencia para Propietarios de Vivienda

1) ¿QUÉ ES EL FONDO DE ASISTENCIA PARA PROPIETARIOS DE VIVIENDA (HAF, POR SUS SIGLAS EN INGLÉS)?

El Fondo de Asistencia para Propietarios de Vivienda (HAF, por sus siglas en inglés) es un programa de asistencia federal que ayuda a pagar la hipoteca u otros gastos del hogar de aquellos propietarios de vivienda que han sido afectados económicamente por el COVID-19.

El programa HAF que esté disponible para usted dependerá del área en donde vive. Cada estado o territorio ha desarrollado su propio programa. También existen programas desarrollados por Tribus (o su Entidad de Vivienda Designada por la Tribu), el Departamento de Tierras de Origen de Hawái y el Distrito de Columbia.

2) ¿SOY ELEGIBLE PARA PARTICIPAR?

Para ser elegible, usted debe:

- Haber experimentado dificultades financieras asociadas con la pandemia del COVID-19.
- Solicitar ayuda para su residencia principal.
- Tener un ingreso familiar igual o inferior a los requisitos del programa de su área. La mayoría de los programas limitan la elegibilidad a los hogares con menos del 150% del ingreso medio en el área o \$79,900, lo que sea más alto. Algunos programas han establecido límites más bajos, así que verifique los requisitos de ingresos de su programa antes de presentar la solicitud (en inglés).
- Es posible que también tenga que cumplir requisitos adicionales específicos del programa al que solicita.

3) ¿CÓMO PRESENTO UNA SOLICITUD?

Visite www.consumerfinance.gov/haf/ o consulte su programa local. Los procesos de solicitud pueden variar según la ubicación. Usted deberá comprobar que cumple con los requisitos de ingresos y es posible que tenga que proporcionar documentación adicional necesaria.

4) ¿PREGUNTAS?

Para cualquier otra pregunta, visite www.consumerfinance.gov/haf/ o póngase en contacto con una agencia de asesoramiento en materia de vivienda aprobada por el Departamento de Vivienda y Desarrollo Urbano de Estados Unidos (HUD, por sus siglas en inglés) a www.consumerfinance.gov/find-a-housing-counselor o (800) 569-4287.

Ronald Owens and Elizabeth Naylor

69th Street

Scottsdale, AZ

Telephone

Email

Plaintiffs Pro Se

SUPERIOR COURT OF THE STATE OF ARIZONA

IN AND FOR THE COUNTY OF MARICOPA

RONALD OWENS and ELIZABETH
NAYLOR, husband and wife,

Plaintiffs,

v.

SELECT PORTFOLIO SERVICING, INC., a
Utah corporation; U.S. BANK TRUST
COMPANY, NATIONAL ASSOCIATION,
not in its individual capacity but solely as
trustee for COLT 2024-3 MORTGAGE
LOAN TRUST; and LEONARD J.
McDONALD, in his capacity as Successor
Trustee,

Defendants.

No. _____

**DECLARATION OF ELIZABETH
NAYLOR**

*(Trustee's sale set for September 29,
2026 at 10:00 a.m.)*

**EXPEDITED CONSIDERATION
REQUESTED**

(Assigned to the Hon.
_____)

DECLARATION OF ELIZABETH NAYLOR

I, Elizabeth Naylor, declare as follows:

1. I am a plaintiff in this action and a borrower under the Note and Deed of Trust described below. I make this declaration from my own knowledge, and if called as a witness I could and would testify competently to the matters stated.
2. My husband, Ronald Owens, is a co-borrower. He is eighty years old. He has lived with Parkinson's disease for twenty-five years and has survived four cancers. He carries a current Stage IV diagnosis. He has been in the hospital since September 8, 2026. He is being treated for pneumonia. He has no discharge date. He cannot take part in any decision about this loan or about our home, and he cannot execute a document or respond to correspondence.
3. Our home has been adapted for his care, and it is where he returns when he is discharged.

4. Our household income used to include earnings from small family businesses along with our pension and Social Security benefits. Those businesses stopped operating for reasons outside our control, and our income became the fixed pension and Social Security benefits described below. We kept the loan current through February 2025.
5. In April 2025, when we were less than two months behind on the loan and before any trustee's sale had been noticed or scheduled, we asked SPS for a loan modification through NACA, a HUD-approved housing counseling agency. SPS refused to open a review.
6. Since then I have asked SPS in writing, at least six times, to tell me which provision of the Note, the Deed of Trust, or any investor instrument prevents a modification of our loan. I have never been given a section number, a date, or the name of a party.
7. What SPS has given me, three times over, is the Note and the Deed of Trust themselves, described each time as all of the documentation it relied upon. I have read both. Neither contains any provision prohibiting a modification. The Deed of Trust provides for modification in several places, including a section headed "Avoiding Foreclosure; Mitigating Losses." I have asked SPS to point to the sentence it relies upon within the documents it sent me, and it has not done so.
8. On April 28 and May 6, 2025 we applied through NACA. A further request appears in SPS's own records in February 2026, which we were never told about and learned of only on September 1, 2026, when an SPS specialist found it while I was on the telephone. We applied again through the portal on May 29, 2026, and were denied four days later without any document being requested. The August 2026 application described below was our fourth.
9. On September 1, 2026 an SPS specialist told me she was not sure the account had ever been reviewed for any assistance options. On September 4, 2026 another told me she could not see where anyone had opened the August request. On September 18, 2026 SPS wrote to the Consumer Financial Protection Bureau that it has no record of any prior loss mitigation assistance reviews for the account.

10. On August 21, 2026 at 11:47 a.m., I uploaded a complete loss mitigation application to SPS's customer portal under SPS's own category for mortgage assistance documents, and sent the same package by Priority Mail Express that day. I retained a screen capture of the portal submission showing the account number, date, time, and category. SPS closed the submission on August 24 as not raising a servicing issue and denied it on August 25 without asking me for any document.
11. Between August 17 and September 4, 2026, four SPS representatives told me the sale would not go forward. I told each of them that our bankruptcy had been dismissed. Every call was recorded by SPS. Its system announces on each call that the call will be recorded and asks the caller to press a key to consent, which I did every time, so SPS holds its own recording of every call I describe. I recorded them as well. I hold the audio and written transcripts of all of my calls with SPS, and can produce them.
12. Beginning September 9, 2026, I asked seven times in writing for the record of each public declaration that continued this sale from May 26 and July 28, 2026. I addressed or copied every request to the Successor Trustee, wrote four times to his firm, once to the auctioneer, and three times to SPS, including in a Notice of Error served September 15, 2026. Each time I asked for the date and time of each declaration, if any, the place it was made, the date and time to which the sale was continued, the name of the person who made it and on whose behalf, and the record of it. No one has given me any of it.
13. On September 15, 2026, ServiceLink Auction's representative checked ServiceLink's records while I was on the telephone and told me that he saw no postponement recorded there.
14. On September 21, 2026, an SPS representative told me the sale is proceeding and that SPS will not postpone it. That same afternoon, the Successor Trustee's firm wrote that the foreclosure is "on hold at this time by our client SPS" and again directed me to SPS. No one has told me in writing that the sale will not take place on September 29.

15. On September 12 and September 15, 2026 I asked SPS in writing to postpone the sale as a reasonable accommodation for my husband, and I renewed that request in my letters of September 21 and September 23, 2026. I have received no determination of any kind.
16. Our household income is \$21,214.70 each month in pension and Social Security benefits. It is fixed for life, cannot be garnished, and continues in full to whichever of us survives. Our contractual payment is \$12,392.05. We also expect income from our businesses to resume, but nothing we ask for depends upon it.
17. We are not asking for any part of this debt to be forgiven. The arrears would remain owing in full. What we have asked for is a modification of the terms of the loan, and we would want the terms SPS itself describes: a lower interest rate, a longer term, and the arrears moved to the end of the loan so that they are paid at maturity rather than in one payment now. None of them reduces what we owe. What we cannot do is pay \$240,605.29 at once, and that figure grew to its present size during the seventeen months in which SPS declined to review us.
18. We cannot post a large bond, because our income does not accumulate into savings.
19. The matters stated in the Verified Complaint filed herewith are true of my own knowledge, except as to those matters stated upon information and belief, and as to those I believe them to be true.
20. Upon the morning of September 24, 2026, at 6:54 a.m., Mr. Gomez-Jaramillo of Tiffany & Bosco replied to my letter of September 23. He wrote that the firm had “forwarded your correspondence to the loan servicer for review,” that “our firm has limited authority with respect to negotiating foreclosure alternatives,” and that I should “contact the loan servicer directly regarding any foreclosure alternatives.” He did not produce the record of any public declaration, did not address that request at all, and did not say that the sale would be postponed or cancelled. Neither Ms. Hamlin nor Mr. McDonald, each of whom was a direct recipient of that letter and of the letter of September 21, has replied at any time. I am directed to the servicer, which upon September 18, 2026 directed me to its Ombudsman Department, which upon September 21 declined to take the call.

21. Upon the morning of September 24, 2026 I telephoned SPS and spoke with Dee. I asked what the status was, the sale being set for Tuesday. She said the account is “still in review,” that there is “no update at this time,” and that the sale “right now, that’s placed on hold because we’re doing the review.” I asked whether, if the review were not complete, the sale would not proceed. She answered: “Correct. The sale’s on hold while it’s in the review process.” She said that a submission had been received, that it “can take up to 30 days,” that SPS would “contact you in writing,” and that she could give me no date. She did not say what was under review, and did not say that it was a review of a loss mitigation application. That call was recorded by SPS upon its own system and by me.
22. The SPS representatives I spoke with, and whose statements I describe, were: Danny on August 17, 2026; Sierra of the bankruptcy department on August 20, 2026; Stacia of the Consumer Ombudsman Department on August 31 and September 4, 2026; Frida on September 1, 2026; Markevius on September 4, 2026; Maria on September 11, 2026; Charlie on September 15, 2026; Edith on September 16, 2026; Sheila on September 18, 2026; Kelly on September 21, 2026; Brandy on September 23, 2026; Dee on September 24, 2026; and Alyssa on September 26, 2026.

I hold the audio recording and a written transcript of each of those calls. SPS holds its own recording of each of them, its system having announced the recording and required my consent at the outset of every call. The recordings and transcripts are available to the Court on request.

23. On September 26, 2026 I spoke with Alyssa, who said that the sale date is still listed for September 29, 2026 and has not moved, that the foreclosure department is closed for the weekend and could not remove the date, and that if the attorney had paused the sale SPS would update its system when Monday came. She gave me no new date and confirmed no postponement had been recorded.
24. I have been told that the sale would not proceed upon five separate occasions by five different representatives of SPS, upon August 17, September 4, September 18 and

September 24, 2026. Upon each occasion no postponement was recorded, no new date was given, and the sale set for September 29, 2026 remained upon the calendar. I have no writing from SPS or from the Successor Trustee postponing or cancelling it.

25. I checked the Successor Trustee's published report again at 12:15 p.m. on September 24, 2026, immediately before these papers were filed. It continues to show this file as on hold for the sale set September 29, 2026. No cancellation has been recorded and no new sale date has been given to me.
26. The exhibits referred to in this declaration and the accompanying application are true and correct copies of the documents they purport to be, and the transcript excerpts are accurate transcriptions of recordings I hold.
27. I checked the Successor Trustee's published report again at 5:00 p.m. Mountain Time on Sunday, September 27, 2026. It continues to show this file as on hold for the sale set September 29, 2026. No cancellation has been recorded and no new sale date has been given to me.
28. On September 24, 2026 SPS wrote to me stating that during a routine audit it had discovered that its recent response contained an error, and that its foreclosure notices had stated the bankruptcy was discharged when its records show it was dismissed. On the same day it wrote that it would not provide the recorded telephone conversations.
29. On September 25, 2026 SPS acknowledged my letter of September 23 and stated that it would respond within thirty days, which is after the sale. On the same day it wrote again identifying the Noteholder and instructing that requests for assistance be directed to SPS, and supplied the same Boston address to which my certified mail of June 3, 2026 was never delivered.
30. On the morning of September 26, 2026 I telephoned SPS and spoke with a representative who said the sale date is still listed for September 29, 2026, that it has not moved, and that the foreclosure department is closed until Monday. No postponement has been recorded and no new date has been given to me.

I declare under penalty of perjury under the laws of the State of Arizona that the foregoing is true and correct.

Executed this 24th day of September, 2026, at Scottsdale, Arizona.

/s/ Elizabeth Naylor
Elizabeth Naylor, Plaintiff Pro Se

Ronald Owens and Elizabeth Naylor

69th Street

Scottsdale, AZ

Telephone

Email:

Plaintiffs Pro Se

SUPERIOR COURT OF THE STATE OF ARIZONA

IN AND FOR THE COUNTY OF MARICOPA

RONALD OWENS and ELIZABETH
NAYLOR, husband and wife,

Plaintiffs,

v.

SELECT PORTFOLIO SERVICING, INC., a
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not in its individual capacity but solely as
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LOAN TRUST; and LEONARD J.
McDONALD, in his capacity as Successor
Trustee,

Defendants.

No. _____

CERTIFICATE OF NOTICE

*(Trustee's sale set for September 29,
2026 at 10:00 a.m.)*

**EXPEDITED CONSIDERATION
REQUESTED**

(Assigned to the Hon.
_____)

CERTIFICATE OF NOTICE

(Ariz. R. Civ. P. 65(b)(1))

We certify that notice of this Application, together with the Verified Complaint, the Declaration of Elizabeth Naylor, the exhibits thereto and the proposed form of order, has been given to each Defendant as follows:

1. Select Portfolio Servicing, Inc., the servicer, by electronic mail to _____@spservicing.com and relationship.manager@spservicing.com, and by upload to its customer portal, on September 24, 2026.
2. Leonard J. McDonald, Esq., Successor Trustee, by electronic mail to _____@tblaw.com on September 24, 2026.

3. Tiffany & Bosco, P.A., the firm conducting the sale, by electronic mail to [REDACTED]@tblaw.com, [REDACTED]@tblaw.com and sales@tblaw.com on September 24, 2026.
4. U.S. Bank Trust Company, National Association, not in its individual capacity but solely as trustee for COLT 2024-3 Mortgage Loan Trust, through Select Portfolio Servicing, Inc., by the electronic mail and portal upload described in paragraph 1 above. Section 22 of the Deed of Trust authorizes the Loan Servicer to exercise the Lender's rights upon its behalf, SPS has stated that all requests are to be directed to it, and the Noteholder wrote on June 22, 2026 that it has no role in these decisions and directed Plaintiffs to SPS.

Plaintiffs proceed in this manner because the only address SPS has supplied for the Noteholder does not receive mail. On SPS's written direction Plaintiffs wrote to the Noteholder at One Federal Street, EX-MA-FED, Boston, by certified mail on June 3, 2026. It was never delivered, the Postal Service recording a forwarding on June 9, 2026 and no delivery scan. Plaintiffs reported that failure to SPS. On September 18, 2026 SPS supplied the same address again, describing it as contact information for the owner of the account.

5. ServiceLink Auction, LLC, which conducts the sale upon the Successor Trustee's instruction, by electronic mail to info@servicelinkauction.com and [REDACTED]@servicelinkauction.com on September 24, 2026.

We further certify that, before making this application, Plaintiffs gave Defendants written notice of the relief now sought and an opportunity to avoid it. On September 21, 2026 Plaintiffs wrote to Tiffany & Bosco, P.A., copied to SPS by portal upload, requesting the record of each public declaration continuing the sale, or written confirmation that the September 29 sale would not be conducted, by 12:00 p.m. on September 22, and stated that application would otherwise be made to this Court. They wrote again on September 23, setting out further grounds and requiring a response by 12:00 p.m. on September 24. Neither the record nor any confirmation has been provided.

Plaintiffs do not request that this Court proceed without notice to the adverse parties.

We declare under penalty of perjury that the foregoing is true and correct.

Executed this 24th day of September, 2026.

/s/ Elizabeth Naylor
Elizabeth Naylor, Plaintiff Pro Se

/s/ Ronald Owens
Ronald Owens, Plaintiff Pro Se

Ronald Owens and Elizabeth Naylor

[REDACTED] 69th Street

Scottsdale, AZ

Telephone: [REDACTED]

Email: [REDACTED]