

No. FAR - _____
Court of Appeals CA# 2025-P-0839

**COMMONWEALTH OF MASSACHUSETTS
SUPREME JUDICIAL COURT**

ARMANI MADOSHUS
KIMBERLY ANN MADOSHUS
Plaintiffs/ Appellants,

v.

MR. COOPER, AND U.S. BANK NATIONAL ASSOCIATION, AS
SUCCESSOR TRUSTEE TO BANK OF AMERICA, N.A., AS SUCCESSOR BY
MERGER TO LASALLE BANK, N.A., AS TRUSTEE FOR MERRILL LYNCH
FIRST FRANKLIN MORTGAGE LOAN TRUST, MORTGAGE LOAN ASSET-
BACKED CERTIFICATES, SERIES 2007-3
Defendants/Appellees.

ON APPEAL FROM A SUMMARY JUDGMENT OF DISMISSAL FROM THE
MIDDLESEX SUPERIOR COURT

DOCKET NO. 2281CV03498

**APPLICATION FOR LEAVE TO OBTAIN
FURTHER APPELLATE REVIEW**

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September 10, 2026

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PETITION FOR APPELLATE REVIEW

Plaintiffs/ Appellants, Armani Madoshus and Kimberly Ann Madoshus, hereby request, pursuant to Mass. R. A. P. 27.1, leave to obtain further appellate review of the Decision of the Appeals Court panel (Rubin, J, Desmond, J., Allen, J.) granting summary judgment on August 20, 2026. The Lower Court's panel erroneously held that the claims for breach of contract regarding a required Notice of Default that was a condition precedent to acceleration of the Madoshus Mortgage was not ripe for litigation. Contrary to the Lower Court's decision, the Appellants' claim for breach of contract is ripe because pursuant to the challenged notice sent to the Appellant/ Plaintiff on "04/21/2022", the Plaintiffs/ Appellants effectively lost their ability to unequivocally cure the default "After 07/20/2022" and the mortgage was accelerated pursuant to the Appellee/ Defendants notice accelerating the mortgage on August 22, 2022 (See Addendum p. 26,27,29). Likewise, the Plaintiffs/ Appellants respectfully request this Honorable Court to grant Further Appellate Review on the question of ripeness of such claims, as this inquiry affects the public's interest in allowing homeowners in Massachusetts to challenge the acceleration of their mortgages prior to foreclosure and avoid foreclosures that may later be deemed void, thereby causing significant time and expense to homeowners, mortgagees and third-party bidders throughout the Commonwealth.

PRIOR PROCEEDINGS

On September 29, 2022, the Plaintiffs/ Appellants, Armani and Kimberly Madoshus, filed this action in the Middlesex County Superior Court against the Defendants/ Appellees Mr. Cooper (Nationstar) and U.S. Bank National Association, as Successor Trustee to Bank of America, N.A., as Successor By Merger to LaSalle Bank N.A., as Trustee for Merrill Lynch First Franklin Mortgage Loan Trust, Mortgage Loan Asset-Backed Certificates, Series 2007-3 (“U.S. Bank”) alleging that Defendants/ Appellees breached the terms of the mortgage and failed to first comply with terms of the Mortgage in accordance with M.G.L. c. 183 § 21 by failing to send a required notice of default and acceleration in strict compliance in accordance with Paragraph 22 of the Plaintiffs/ Appellants’ Mortgage. (See Addendum p. 24). Plaintiffs/ Appellants averred that the acceleration of the Mortgage is null and void and asked the Lower Court for an injunction enjoining Defendants/ Appellees from proceeding with foreclosure.

On November 30, 2022, Defendants/ Appellees filed an answer denying all claims and later filed a Motion For Summary Judgment on November 1, 2024. (APP. Vol I, P. 6,7). On December 3, 2024, the Motion was heard before the Honorable Salim Tabit and on April 3, 2025, Judge Tabit issued an Order and memorandum of Decision allowing Defendants/ Appellees’ Motion for Summary Judgment. (APP. Vol I, P. 7;10-19). A final judgment was issued on April 3, 2025.

On May 2, 2025, Appellants Madoshus filed a timely Notice of Appeal. (APP. Vol I, P. 3,9). On August 20, 2026, the Massachusetts Appeals Court affirmed the judgment of the Superior Court and held that the breach of contract claim was not ripe “[S]ince paragraph 22 of the mortgage mandates steps that must be taken for a foreclosure lawfully to proceed, it cannot yet have been breached. The motion judge therefore was correct that under Beaton, the second count is not ripe. The Appeals Court did not acknowledge the Appellants’ argument that the claim was ripe due to the acceleration of the Mortgage that already occurred.

STATEMENT OF FACTS

The relevant material facts to this petition for Further Appellate Review are #26 and 35 of the Defendant/ Appellees’ Statement of Facts which stated that:

“26. As of October 18, 2021, the Madoshus Loan remained delinquent and due for the October 1, 2019, contractual due date [Nationstar/ Mr. Cooper Affidavit, ¶ 30]. [Payment History at Joint App. # 7].”

Appellant/ Plaintiffs’ Response: Disputed. The Defendants own evidence at p. 362 Ex. 26 shows a Right to Cure notice with a due date of 02/01/2021. The 02/01/2021 due date indicates a contradictory due balance. Furthermore, the Defendants’ evidence omits a Payment Deferral Agreement sent to the Plaintiff on 01/15/2022 that agreed that “As of 04/01/2020 we will * Adjust the due date of your next scheduled monthly payment to bring your account current”. (See Plaintiff’s Affidavit Ex. A)”

“35. Nationstar/ Mr. Cooper’s records reflect that on April 21, 2022, Nationstar/ Mr. Cooper sent a 90 Day Right to Cure Your Mortgage Default Letter and a Right to Request a Modified Mortgage Loan Letter addressed to the mortgagors, Armani Madoshus and Kimberly Ann Madoshus, in care of Culik Law PC, 101 Federal Street, Ste. 1900, Boston Ma 02110-1861 and another addressed to the aforementioned

mortgagors at the Property address, to wit, 6 Carl Ghilani Cir, Ashland, MA 01721-1677 [Nationstar/ Mr. Cooper Affidavit, ¶ 39 and Exhibit 25 to same]. [at Joint App. # 26].

Appellant/ Plaintiffs' Response: Not Disputed.”

While the Appellant/ Plaintiffs did not dispute fact # 35, the Appellant/ Plaintiffs still averred that that Defendants/ Appellees failed to send this notice “as required by paragraph 22 of the mortgage” which requires strict compliance to accelerate the Mortgage. Pinti v. Emigrant Mtge. Co., 472 Mass, 226, 227, 232 (2015). The Defendants/ Appellees' Statement of Facts states at #26 that “As of October 18, 2021, the Madoshus Loan remained delinquent and due for the October 1, 2019, contractual due date [Nationstar/ Mr. Cooper Affidavit, ¶ 30]. [Payment History at Joint App. # 7]”. Yet the Defendants/ Appellees own evidence at p. 362 Ex. 26 shows a Right to Cure notice with a due date of 02/01/2021. The 02/01/2021 due date indicates a contradictory due balance thereby rendering the acceleration null and void for failure to strictly comply with the terms of the Mortgage under Paragraph 22's requirement that the notice of default and right to cure accurately describe the default and the action required to cure the default. Pinti v. Emigrant Mtge. Co., 472 Mass, 226, 227, 232 (2015). Furthermore, the Defendants/ Appellees' evidence omits a Payment Deferral Agreement sent to the Plaintiffs/ Appellants on 01/15/2022 that agreed that “As of 04/01/2020 we will * Adjust the due date of your next scheduled monthly payment to bring your account current”. (See Plaintiff's Affidavit Ex. A).

The Appeals Court did not reach the above noted contradictions because it held in pertinent that:

“The plaintiffs claim that provisions of the mortgage were breached when the defendants initiated foreclosure without sending a required notice of default and acceleration in compliance with paragraph 22 of the mortgage. This suit was brought after the defendants filed a Servicemembers Civil Relief Act (SCRA) complaint, and the acceleration of the mortgage. . .

In 1975, in *Beaton v. Land Court*, 367 Mass. 385, 390 (1975), the court held that actions such as bringing a Servicemembers Civil Relief Act suit "are not in themselves mortgage foreclosure proceedings in any ordinary sense." In this case, no actual mortgage foreclosure has even been initiated. Since paragraph 22 of the mortgage mandates steps that must be taken for a foreclosure lawfully to proceed, it cannot yet have been breached. The motion judge therefore was correct that under *Beaton*, the second count is not ripe.” (See Addendum p. 22)

POINTS WITH RESPECT TO WHICH FURTHER APPELLATE REVIEW OF THE APPEALS COURT IS SOUGHT

Plaintiffs/ Appellants set forth that the breach of contract claim is ripe for litigation as the right to cure has passed and the acceleration of the Mortgage has occurred (See Addendum p. 29), as opposed to simply the foreclosure which the Plaintiffs/ Appellants concede has not occurred yet.

STATEMENT OF WHY FURTHER APPELLATE REVIEW IS APPROPRIATE

The Judgment of the Appeals Court is based on the false claim that the Lower Court’s claims are not ripe for litigation as the Court failed to acknowledge that right to cure was lost and the acceleration of the Mortgage had occurred. Therefore, the breach of contract claim is ripe for a declaratory judgment that the acceleration of

the Mortgage is void and that the Plaintiffs/ Appellants still have a right to cure the pre-acceleration default.

In the case of Lanier v. PHH Mortg. Corp., No. 22-1684, 2024 WL 3384810, at *1 (1st Cir. July 9, 2024) the First Circuit held that “the district court on remand should consider in the first instance the gating question whether Plaintiff’s claims are ripe.”. In this case the Plaintiff’s claims are ripe because pursuant to the challenged notice the Plaintiffs/ Appellants effectively lost her ability to unequivocally cure the default after the cure date.

A declaratory judgment technically is not a cause of action but prayer for relief. See Narragansett Indian Tribe v. Rhode Island Dep’t of Transp., 903 F.3d 26, 30-31 (1st Cir. 2018); Madden v. State Tax Comm’n, 333 Mass. 734, 737 (1956). The Plaintiffs point out that an additional notice of acceleration is not required and the Plaintiffs are not required to be actually prejudiced according to the standard of strict compliance. Paragraph 22 of the Mortgage (See Add.) clearly states that:

“If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument ***without further demand*** and may invoke the STATUTORY POWER OF SALE and any other remedies permitted by Applicable Law.” (emphasis added)

The language —“without further demand”—makes clear that a subsequent notice of acceleration is not contractually required. See Viera v. Bank of N.Y. Mellon as Trust

For Certificate Holders of Cwalt Inc., C.A. No. 17-0523, 2018 WL 4964545 *2 (D.R.I. Oct. 12, 2018).

The point is not whether or not the Mortgage has been in fact accelerated prior to the expiration of the “date specified”, but that after the “date specified” : 1) the borrower’s right to cure has expired; 2) the borrower no longer has protection against acceleration, and 3) that the lender may accelerate on the “date specified”. To render the Plaintiffs’ case moot based on an event of acceleration that the Plaintiffs are not required to be notified of is nonsensical. For it is not that the lender did not accelerate so much as the borrowers lost their right to cure and could be led into the disastrous consequence of foreclosure.¹ Furthermore, the concept of strict compliance does not require prejudice to the Plaintiffs. See Pinti v. Emigrant Mortgage Company, Inc. 472 Mass. 226, 238, n. 20 (2015) (“The Defendants’ assertion that the Plaintiff in

¹ See also Pinti at 241-242: “in a nonjudicial foreclosure jurisdiction like Massachusetts, misstating this information in a way to suggest that a mortgagor with a defense does not need to initiate a lawsuit but may wait to respond to a foreclosure lawsuit filed by the mortgagee can have disastrous consequences for the mortgagor: if the mortgagor has a valid defense to the foreclosure sale going forward, but is not made aware that he or she must initiate an action in court against the mortgagee to raise that defense, the sale may well proceed and result in title passing to a bona fide purchaser without knowledge of the issue -- at which point, and depending on the nature of the defense, the mortgagor’s right to redeem his or her home may well be lost. See Bevilacqua, 460 Mass. at 777-778. [Note 24] Emigrant’s failure to provide the required and correct information on this point in the notice of default cannot fairly be described as a “mere irregularit[y] in executing a power of sale contained in a mortgage.” Rogers, *supra*. Contrast Chace, 189 Mass. at 562. The failure renders the subsequent foreclosure sale to Wilion void.”

this case were not prejudiced by any failure to comply with the provisions of paragraph 22 misses the point. Paragraph 22 demands strict compliance, regardless of the existence, or not, of prejudice to a particular mortgagor. See Foster, Hall & Adams Co. v. Sayles, 213 Mass. 319, 323 (1913) ("The fact, if it was a fact, that the written notice which by the terms of the power of sale had to be given, would not have served any useful purpose is not an answer to the objection that the power [of sale] was not duly complied with"). Cf. Ibanez, 458 Mass. at 655 (Cordy, J., concurring) (lack of "actual unfairness" to mortgagors resulting from foreclosing banks' failure to establish status as assignee of mortgages "is not the point," because "[f]oreclosure is a powerful act with significant consequences, and Massachusetts law has always required that it proceed strictly in accord with the statutes that govern it").

Additionally, Plaintiffs aver that whether or not an additional and unnecessary notice of acceleration took place is irrelevant to the strict compliance analysis. Acceleration does not matter after the "date specified" because the point is that the loan may be accelerated without further notice and after the "date specified" in the notice the Plaintiffs lost their right to cure the default and remain on the periodic payment terms of the mortgage. The right to cure under the Mortgage is an important right that must be respected and paid attention to because if the borrower wishes to cure the default after the "date specified" the Lender may deny the right to cure,

accelerate the loan and demand that the borrower reinstate and pay significantly more in fees and penalties than before the right to cure expired.² The right to cure expires on the “date specified”, not on the date of so-called acceleration because the bank can accelerate, deny the right to cure and charge enforcement related fees anytime after the “date specified” in the first place. Therefore, in losing the right to cure on the “date specified”, the Plaintiffs/ Appellants have lost a right of substance under the strict compliance standard that is subject to a declaratory judgment action and this matter is not moot and is ripe for litigation.

² Curing the default is only one element of reinstating the mortgage after acceleration pursuant to Paragraph 19 of the Mortgage. Thus, after the “date specified” Plaintiff lost her ability to cure the default without having to satisfy the additional conditions. See Woel v. Christiana Trust as Trustee, 228 A.3d 339, 347 (R.I. 2020) (“The mortgagor may reinstate the mortgage—which would return the mortgage to its pre-acceleration status with monthly payments—by satisfying the four conditions set out in paragraph 19. Under paragraph 19, to reinstate the mortgage after acceleration, the mortgagor must: (1) cure the default; (2) cure any default of any other covenant or agreement in the mortgage; (3) pay any expenses incurred in enforcing the security instrument, including, for example, reasonable attorneys' fees and property inspection and valuation fees; and (4) take any action as reasonably required by the mortgagee to protect its interest in the mortgage.

Informing plaintiff in a notice of default and intent to accelerate of the ‘right to *cure* the default after acceleration’ is not equivalent to informing him of ‘the right to *reinstate* after acceleration[,]’ because curing the default is only one component of reinstating the mortgage after acceleration’ under paragraph 19. Indeed, had plaintiff cured the default after acceleration as the default notice stated—by paying the pre-acceleration amount owed—the mortgage would not have been reinstated, and the entire balance of the loan would remain immediately due and owing.”

CONCLUSION

For the reasons stated, Plaintiffs/Appellants, Madoshus, respectfully requests this Honorable Court grant this Application for Further Appellate Review regarding the question of ripeness of the breach of contract claims

**Certificate of Compliance
Pursuant to Rule 16(k) of the
Massachusetts Rules of Appellate Procedure**

I, Todd S Dion, hereby certify that the foregoing brief complies with the rules of court that pertain to the filing of briefs, including, but not limited to:

Mass. R. A. P. 16(a)(13) (addendum);
Mass. R. A. P. 16 (e) (references to the record);
Mass. R. A. P. 18 (appendix to the briefs);
Mass. R. A. P. 20 (form and length of briefs, appendices, and other documents); and
Mass. R. A. P. 21 (redaction).

Use only if producing brief in a proportional font/word limit: I further certify that the foregoing brief complies with the applicable length limitation in Mass. R. A. P. 20 because it is produced in the proportional font Times New Roman at size 14, and contains 2561, with 1283 words contained in the statement as to why further appellate review is appropriate, total non-excluded words as counted using the word count feature of Microsoft Word.

/s/ Todd S. Dion

CERTIFICATE

I, the undersigned do hereby certify that on September 9, 2026 the above Application for Further Appellate Review was filed electronically through the court's electronic filing system and served electronically on the following registered participants: John S. McNicholas, Esq., Korde & Associates, 900 Chelmsford Street, Suite 3102, Lowell, MA 01851, jmcnicholas@kordeassociates.com; David W. Merritt, Esq., Bernkopf Goodman, LLP, Two Seaport Lane, 9th Floor, Boston, MA 02210, dmerritt@bernkopfllegal.com.

/s/ Todd S. Dion

ADDENDUM

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NOTICE: Summary decisions issued by the Appeals Court pursuant to M.A.C. Rule 23.0, as appearing in 97 Mass. App. Ct. 1017 (2020) (formerly known as rule 1:28, as amended by 73 Mass. App. Ct. 1001 [2009]), are primarily directed to the parties and, therefore, may not fully address the facts of the case or the panel's decisional rationale. Moreover, such decisions are not circulated to the entire court and, therefore, represent only the views of the panel that decided the case. A summary decision pursuant to rule 23.0 or rule 1:28 issued after February 25, 2008, may be cited for its persuasive value but, because of the limitations noted above, not as binding precedent. See Chace v. Curran, 71 Mass. App. Ct. 258, 260 n.4 (2008).

COMMONWEALTH OF MASSACHUSETTS

APPEALS COURT

25-P-839

ARMANI MADOSHUS & another¹

vs.

NATIONSTAR MORTGAGE LLC² & others.³

MEMORANDUM AND ORDER PURSUANT TO RULE 23.0

The plaintiffs, Armani Madoshus and Kimberly Ann Madoshus (the plaintiffs), brought a two-count complaint against defendants, Nationstar Mortgage LLC, doing business as Mr. Cooper,⁴ and U.S. Bank National Association, as successor trustee to Bank of America, N.A., as successor by merger to LaSalle

¹ Kimberly Ann Madoshus

² Doing business as Mr. Cooper.

³ U.S. Bank National Association, as successor trustee to Bank of America, N.A., as successor by merger to LaSalle Bank N.A., as trustee for Merrill Lynch First Franklin Mortgage Loan Trust, Mortgage Loan Asset-Backed Certificates, Series 2007-3.

⁴ Defendant Nationstar Mortgage LLC, doing business as Mr. Cooper, is apparently wholly owned by Rocket Companies, Inc. Nothing in our decision turns on the ownership of Nationstar Mortgage LLC or Mr. Cooper.

Bank, N.A., as trustee for Merrill Lynch First Franklin Mortgage Loan Trust, Mortgage Loan Asset-Backed Certificates, Series 2007-3 (the defendants).

The first count alleges a violation of the Real Estate Settlement Procedures Act (RESPA) implementing regulation, 12 C.F.R. § 1024.41 (2021). The second count alleges a breach of contract for failure to comply with conditions in their mortgage agreement prior to the initiation of foreclosure. The facts underlying the case are well known to the parties and will not be recited here except where relevant to our discussion.

The case was decided on the allowance of the defendants' motion for summary judgment, and the plaintiffs have appealed. Our review of the allowance of a summary judgment motion is de novo. Kay v. Concord, 105 Mass. App. Ct. 366, 369 (2025). Summary judgment is proper when there is no genuine dispute as to any material fact, and the moving party is entitled to judgment as a matter of law. Mass. R. Civ. P. 56 (c), as amended, 436 Mass. 1404 (2002).

1. RESPA violation. The plaintiffs allege that the defendants violated 12 C.F.R. § 1024.41(d) in several ways: They allege the defendants failed to provide the true, specific explanation for the denial of their fourth application for a loan modification. They assert they received two different

explanations, and that at least one of them must be false. They allege that with respect to a previous loan modification, the notice of completeness was incorrectly sent to their bankruptcy attorney. Finally, they allege the defendants failed to provide -- in another letter written to the wrong attorney -- within thirty days of the application becoming complete, written notice of the outcome of the evaluation of available mitigation options. See 12 C.F.R. 1024.41(c)(1)(ii).

We will assume without deciding that mailing the notice to the bankruptcy attorney was a violation of RESPA -- although counsel conceded below that this is a question of first impression, that there was a timeliness violation with respect to the thirty-day requirement, and that there is a genuine issue of material fact with respect to whether the true reason was given for the denial of the fourth modification application.

Nonetheless, this claim fails because the plaintiffs have shown no damages. To begin with, counsel for the plaintiffs conceded at argument that each of the individual violations of RESPA alleged produced no damages. Nonetheless, the plaintiffs argue that if the alleged violations are all proven, they will be entitled to statutory damages, under RESPA's "pattern or practice" provision. 12 U.S.C. § 2605(f)(1)(B).

Although it is mentioned once in their statement of the case on appeal, the plaintiffs did not make any argument as to how the violations they have alleged amount to a "pattern or practice," or indeed, any argument about "pattern or practice" at all. The argument therefore is waived. F.W. Webb Co. v. Averett, 422 Mass. 625, 626 n. 2 (1996).

2. Contract claim. We turn next to the breach of contract claim. The plaintiffs claim that provisions of the mortgage were breached when the defendants initiated foreclosure without sending a required notice of default and acceleration in compliance with paragraph 22 of the mortgage. This suit was brought after the defendants filed a Servicemembers Civil Relief Act (SCRA) complaint, and the acceleration of the mortgage. The motion judge did not reach the merits of this count, because the judge concluded that it was not ripe. The plaintiffs assert that the judge erred.

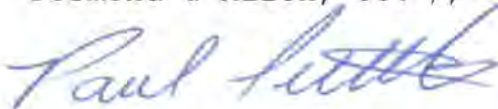
With respect to this argument, we do not write on a blank slate. An action under the SCRA, 50 U.S.C. §§ 3901 et seq., is brought to ensure that a mortgage holder who forecloses receives a title with no cloud on it. Although the filing of a suit under the SCRA therefore might, in some sense, be viewed as a first step in a foreclosure proceeding and that might therefore render the contract claim here ripe, the case law holds that it

is not. In 1975, in Beaton v. Land Court, 367 Mass. 385, 390 (1975), the court held that actions such as bringing a Servicemembers Civil Relief Act suit "are not in themselves mortgage foreclosure proceedings in any ordinary sense." In this case, no actual mortgage foreclosure has even been initiated. Since paragraph 22 of the mortgage mandates steps that must be taken for a foreclosure lawfully to proceed, it cannot yet have been breached. The motion judge therefore was correct that under Beaton, the second count is not ripe.

Consequently, the judgment is affirmed.

Judgment affirmed.

By the Court (Rubin,
Desmond & Allen, JJ.⁵),


Clerk

Entered: August 20, 2026.

⁵ The panelists are listed in order of seniority.



Bk: 49177 Pg: 354 Doc: MTG
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After Recording Return To:

FIRST FRANKLIN FINANCIAL CORP.
c/o SECURITY CONNECTIONS
595 UNIVERSITY BLVD., DEPT. 2150
IDAHO FALLS, ID 83401

[Space Above This Line For Recording Data]

MORTGAGE

MIN:100425240013280109

DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

(A) "Security Instrument" means this document, which is dated March 26, 2007, together with all Riders to this document.

(B) "Borrower" is ARMANI MADOSHUS and Kimberly Ann Madoshus

Borrower is the mortgagor under this Security Instrument.

(C) "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 mortgagee 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.

(D) "Lender" is FIRST FRANKLIN FINANCIAL CORP., AN OP. SUB. OF MLB&T CO., FSB
Lender is a Corporation organized and existing under
the laws of Delaware Lender's address is
2150 NORTH FIRST STREET, SAN JOSE, California 95131

(E) "Note" means the promissory note signed by Borrower and dated March 26, 2007. The Note states that Borrower owes Lender Three Hundred Ten Thousand and no/100 Dollars (U.S. \$310,000.00) plus interest.

MASSACHUSETTS—Single Family—Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

Form 3022 1/01

MERS
(ITEM 2550L1 (0611) MFMA3115

4001328010 GreatDocs™
(Page 1 of 14)

A. M.
LAM

18

11

23

6 Carl Ghiboni Circle, Ashland

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

22. *Acceleration; Remedies.* Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Section 18 unless Applicable Law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) 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. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the non-existence of a default or any other defense of Borrower to acceleration and sale. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may invoke the STATUTORY POWER OF SALE and any other remedies permitted by Applicable Law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 22, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

If Lender invokes the STATUTORY POWER OF SALE, Lender shall mail a copy of a notice of sale to Borrower, and to other persons prescribed by Applicable Law, in the manner provided by Applicable Law. Lender shall publish the notice of sale, and the Property shall be sold in the manner prescribed by Applicable Law. Lender or its designee may purchase the Property at any sale. The proceeds of the sale shall be applied in the following order: (a) to all expenses of the sale, including, but not limited to, reasonable attorneys' fees; (b) to all sums secured by this Security Instrument; and (c) any excess to the person or persons legally entitled to it.

23. *Release.* Upon payment of all sums secured by this Security Instrument, Lender shall discharge this Security Instrument. Borrower shall pay any recordation costs. 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.

24. *Waivers.* Borrower waives all rights of homestead exemption in the Property and relinquishes all rights of curtesy and dower in the Property.

A.M.
KAM



24

- ❖ This is an important notice concerning your right to live in your home. Have it translated at once.
- ❖ Esta carta explica sus derechos legales para permanecer en su propiedad de vivienda. Por favor traduzca esta notificación inmediatamente.
- ❖ Este é um aviso importante em relação ao seu direito de morar na sua residência. Por favor, tem traduzido imediatamente.
- ❖ C'est une notification importante concernant votre droit de vivre chez vous. Faites-la traduire immédiatement.
- ❖ 这是一则关于您居住权的重要通知, 请儘快安排翻译。

90 Day Right to Cure Your Mortgage Default

04/21/2022

Sent Via Certified Mail

9307 1100 1170 1090 4363 22

ARMANI MADOSHUS CARE OF CULIK LAW PC
KIMBERY ANN MADOSHUS CARE OF CULIK LAW PC
6 CARL GHILANI CIR
ASHLAND, MA 01721-1677

RE: 6 CARL GHILANI CIR ASHLAND, MA 01721; loan [REDACTED] with Mr. Cooper; "FIRST FRANKLIN FINANCIAL CORP; AN OP. SUB. OF MLB&T CO., FSB"

To ARMANI MADOSHUS CARE OF CULIK LAW PC and KIMBERY ANN MADOSHUS CARE OF CULIK LAW PC:

We are contacting you because you did not make your monthly loan payment(s) due on 02/01/2021, 03/01/2021, 04/01/2021, 05/01/2021, 06/01/2021, 07/01/2021, 08/01/2021, 09/01/2021, 10/01/2021, 11/01/2021, 12/01/2021, 01/01/2022, 02/01/2022, 03/01/2022, and 04/01/2022 to Mr. Cooper. You must pay the past due amount of \$ [REDACTED] on or before 07/20/2022, which is 90 days from the date of this notice. The past due amount on the date of this notice is specified below:

- [REDACTED] Principal & Interest due on 02/01/2021;
[REDACTED] Principal & Interest due on 03/01/2021;
[REDACTED] Principal & Interest due on 04/01/2021;
[REDACTED] Principal & Interest due on 05/01/2021;
[REDACTED] Principal & Interest due on 06/01/2021;
[REDACTED] Principal & Interest due on 07/01/2021;
[REDACTED] Principal & Interest due on 08/01/2021;
[REDACTED] Principal & Interest due on 09/01/2021;
[REDACTED] Principal & Interest due on 10/01/2021;
[REDACTED] Principal & Interest due on 11/01/2021;
[REDACTED] Principal & Interest due on 12/01/2021;

- Principal & Interest due on 01/01/2022;
- Principal & Interest due on 02/01/2022;
- Principal & Interest due on 03/01/2022;
- Principal & Interest due on 04/01/2022;
- REAL ESTATE TAXES ESCROW PAYMENT due on 02/01/2021;
- REAL ESTATE TAXES ESCROW PAYMENT due on 03/01/2021;
- REAL ESTATE TAXES ESCROW PAYMENT due on 04/01/2021;
- REAL ESTATE TAXES ESCROW PAYMENT due on 05/01/2021;
- REAL ESTATE TAXES ESCROW PAYMENT due on 06/01/2021;
- REAL ESTATE TAXES ESCROW PAYMENT due on 07/01/2021;
- REAL ESTATE TAXES ESCROW PAYMENT due on 08/01/2021;
- REAL ESTATE TAXES ESCROW PAYMENT due on 09/01/2021;
- REAL ESTATE TAXES ESCROW PAYMENT due on 10/01/2021;
- REAL ESTATE TAXES ESCROW PAYMENT due on 11/01/2021;
- REAL ESTATE TAXES ESCROW PAYMENT due on 12/01/2021;
- REAL ESTATE TAXES ESCROW PAYMENT due on 01/01/2022;
- REAL ESTATE TAXES ESCROW PAYMENT due on 02/01/2022;
- REAL ESTATE TAXES ESCROW PAYMENT due on 03/01/2022;
- REAL ESTATE TAXES ESCROW PAYMENT due on 04/01/2022;
- LATE CHARGE due on 04/18/2022;

If you pay the past due amount, and any additional monthly payments, late charges or fees that may become due between the date of this notice and the date when you make your payment, your account will be considered up-to-date and you can continue to make your regular monthly payments.

Make your payment directly to:

Mr. Cooper
ATTN: Payment Processing
PO Box 650783
Dallas, TX 75265-0783

Please consider the following:

- You should contact the Homeownership Preservation Foundation (888-995-HOPE) to speak with counselors who can provide assistance and may be able to help you work with your lender to avoid foreclosure.
- If you are a MassHousing borrower, you may also contact MassHousing (888-843-6432) to determine if you are eligible for additional assistance. There may be other homeownership assistance available through your lender or servicer.
- You may also contact the Division of Banks (617-956-1500) or visit www.mass.gov/foreclosures to find a foreclosure prevention program near you.
- After 07/20/2022, you can still avoid foreclosure by paying the total past due amount before a foreclosure sale takes place. Depending on the terms of the loan, there may also be other ways to avoid foreclosure, such as selling your property, refinancing your loan, or voluntarily transferring ownership of the property to Mr. Cooper.

If you do not pay the total past due amount of \$ [REDACTED] and any additional payments that may become due by 07/20/2022, you may be evicted from your home after a foreclosure sale. If Mr. Cooper forecloses on this property, it means the mortgagee or new buyer will take over the ownership of your home.

If you have questions, or disagree with the calculation of your past due balance, please contact Mr. Cooper at 866-316-2432, ext. 6874313 or Mr. Cooper, 8950 Cypress Waters Blvd., Dallas, TX 75019.

Sincerely,

Angeline Newson

Enclosed with this notice, there may be additional important disclosures related to applicable laws and requirements that you should carefully review.

Additional Disclosures

"FIRST FRANKLIN FINANCIAL CORP; AN OP. SUB. OF MLB&T CO., FSB" is the Mortgage Broker/Loan Originator.

The name and address of the current mortgage holder is: "U.S. Bank, National Association, Successor Trustee to Bank of America, N.A. as Successor to LaSalle Bank, N.A. as Trustee, for Merrill Lynch First Franklin Mortgage Loan Trust, Mortgage Loan Asset-Backed Certificates, Series 2007-3", 60 LIVINGSTON AVE, ST PAUL, MN 55107.

Mr. Cooper is a brand name for Nationstar Mortgage LLC. Nationstar Mortgage LLC is doing business as Nationstar Mortgage LLC d/b/a Mr. Cooper. Mr. Cooper is a registered service mark of Nationstar Mortgage LLC. All rights reserved.

Nationstar Mortgage LLC d/b/a Mr. Cooper is a debt collector. This is an attempt to collect a debt and any information obtained will be used for that purpose. However, if you are currently in bankruptcy or have received a discharge in bankruptcy, this communication is not an attempt to collect a debt from you personally to the extent that it is included in your bankruptcy or has been discharged, but is provided for informational purposes only.

If you are a successor in interest (received the property from a relative through death, devise, or divorce, and you are not a borrower on the loan) that has not assumed, or otherwise become obligated on the debt, this communication is for informational purposes only and is not an attempt to collect a debt from you personally.

Per the terms of your Mortgage Paragraph 22, please be additionally advised of the following:

Failure to cure the default on or before the date specified in the 90 Day Notice may result in acceleration of the sums secured by the Mortgage and sale of the Property.

You have the right to reinstate the mortgage after acceleration, as provided by the terms of the Mortgage, and you have the right to bring a court action to assert the non-existence of a default or any other defense you may have to acceleration and sale.

Notwithstanding any provision in your mortgage to the contrary, your right to reinstate after acceleration is hereby extended up to the time a foreclosure sale takes place.

Disclosure of Important Rights regarding Debt Collection Communications:

NOTICE OF IMPORTANT RIGHTS

You have the right to make a written or oral request that telephone calls regarding your debt not be made to you at your place of employment. Any such oral request will be valid for only ten days unless you provide written confirmation of the request postmarked or delivered within seven days of such request. You may terminate this request by writing to us, the debt collector.

You may have options available to you to help you avoid foreclosure. Please call Mr. Cooper's Foreclosure Prevention Department at 888-480-2432 for additional information or to request an interview for the purpose of resolving the past due account. You may also visit https://www.mrcooper.com/support/mortgage_assistance for additional information, to see what options may be available to you, and to submit an application for assistance.

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Korde & Associates, P.C.
Attorneys at Law

900 Chelmsford Street, Suite 3102
Lowell, Massachusetts 01851
Tel: (978) 256-1500 • Fax: (978) 256-7615

Serving the States of:

- Connecticut
- Maine
- Massachusetts
- New Hampshire
- Rhode Island

August 22, 2022

Armani Madoshus
6 Carl Ghilani Circle
Ashland, MA 01721

VIA FIRST CLASS MAIL &
CERTIFIED MAIL

Re: Loan No. XXXXXX1177
Property Address: 6 Carl Ghilani Circle, Ashland, MA 01721
Our File No. 17-030390

Dear Sir/Madam:

Please be advised that this office has been retained by Nationstar Mortgage LLC as Servicer for U.S. Bank, National Association, as successor Trustee to Bank of America, N.A. as successor by merger to LaSalle Bank N.A., as Trustee for Merrill Lynch First Franklin Mortgage Loan Trust, Mortgage Loan Asset-Backed Certificates, Series 2007-3 ("Mortgagee") on the mortgage from Armani Madoshus and Kimberly Ann Madoshus to Mortgage Electronic Registration Systems, Inc., as mortgagee, acting solely as nominee for First Franklin Financial Corporation, an Op. Sub. of MLB&T Co., FSB, dated March 26, 2007 in the original principal amount of \$310,000.00 regarding the property located at 6 Carl Ghilani Circle, Ashland, MA 01721.

The Mortgagee has advised our office that loan is in default and you have failed to cure the default. You are hereby notified that the Mortgagee has accelerated the entire indebtedness and declares the entire balance due and payable forthwith and without further notice. The Mortgagee intends to foreclose the Mortgage under the Power of Sale for breach of the conditions of the loan documents and exercise any other rights available under applicable law.

If you would like to reinstate or pay off your loan, please contact this office and we will request a reinstatement or pay-off quote for your loan from the Mortgage Servicer.

PLEASE BE ADVISED THAT THIS LETTER IS AN ATTEMPT TO COLLECT A DEBT, AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

If you (1) did not execute the Promissory Note relating to this mortgage; (2) are in bankruptcy; or (3) have been discharged in bankruptcy, this letter is for informational purposes only and is not intended as an attempt to collect a debt or an act to collect, assess or recover all or any portion of the debt from you personally.

Sincerely,

Korde & Associates, P.C.


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