

03/05/09 THU 13:07 FAX [REDACTED]

HomeEq Servicing

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HomeEq Servicing

03/03/2009

[REDACTED]

HomeEq Servicing CA3507
[REDACTED]
North Highlands, Ca 95660

27201 PUERTA REAL #200
MISSION VIEJO, CA 92691

Re: Loan Number: [REDACTED]
Property: [REDACTED]
DORCHESTER, MA 02125

Dear Borrower(s):

In response to your request for assistance, the terms of your loan will be adjusted to assist you during this time of financial difficulty.

The attached Agreement has been prepared for your signature(s). Please read the agreement carefully. You may want to review it with a financial advisor before signing. The Agreement includes the following changes being made to your loan:

Unpaid principal balance
Principal and Interest monthly payment
Next Payment Due Date
Interest rate
Remaining term

In accordance with the Agreement, your new monthly payment will be due **04/01/2009**, in the amount of **\$633.10**. This payment includes **\$633.10** for the new principal and interest payment and **\$0.00** for the estimated impound/screw payment.

To make the Agreement effective, the following must be received within ten (10) days of the date of this letter:

The Agreement, signed.
Attachment A, signed.
A copy of your most recent property tax bill(s).
A copy of your current homeowner's (and wind, if applicable) insurance policy (declarator's page only).
A copy of your current flood insurance policy (declarations page only).

Please return the Agreement and cashier's check to:

HomeEq Servicing CA3507
[REDACTED]
North Highlands, CA 95660

If you have any questions regarding the Agreement, please contact me at [REDACTED].
Sincerely,

HomeEq Servicing

HomeEq Servicing is a debt collector. HomeEq is attempting to collect a debt and any information obtained will be used for that purpose.

IMPORTANT: You are hereby notified that we may report information about your account to credit reporting agencies. Late payments, missed payments, or other defaults on your account may also be reflected on your credit report.

Account Number: [REDACTED]

Prepared by and return to:
HomeEq Servicing
Attn: Mod Imaging-CA3507
North Highlands, CA 95660

Modification Agreement

This Modification Agreement ("Agreement") is made and entered into as of this 3rd day of March, 2009 by and between HomeEq Servicing ("HomeEq") and [REDACTED] ("Borrower")

Whereas, HomeEq is the holder or servicing agent of the holder of that certain Promissory Note ("Note") dated as of 11/27/2006, executed by Borrower or Borrower's predecessor-in-interest in the original principal amount of \$114,000.00.

WHEREAS, the Note evidences a loan ("Loan") to Borrower or Borrower's predecessor-in-interest and is secured by either a deed of trust or mortgage ("Security Instrument") dated as of 11/27/2006. The Security Instrument encumbers certain real property ("Property") owned by Borrower (and is more specifically described in the Security Instrument).

WHEREAS, due to adverse economic circumstances, Borrower has requested that HomeEq adjust the terms of the Note to permit Borrower to meet Borrower's Loan obligations in a full and in a timely manner.

WHEREAS, the requested adjustment will benefit all parties to the Loan and any junior lien holder by providing the Borrower an opportunity to meet the Loan obligations in a manner intended to help the Borrower avoid default on the Loan and the necessity of foreclosure on the Property.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

I. NOTE MODIFICATIONS:

(a) **Outstanding Debt:** Borrower agrees that the unpaid principal balance due on the Note of \$112,845.67 shall be adjusted to \$113,894.19 ("New Balance"), to reflect the amount of unpaid interest, late charges, fees and costs, advances for unpaid property taxes and/or insurance premiums (if applicable), less any amounts forgiven, as reflected on Attachment 'A'.

Borrower agrees to pay the New Balance to HomeEq and has no defenses, claims or offsets with respect hereto. Interest will accrue on the New Balance at the interest rates, whether adjustable, variable or fixed, provided in the Note, unless modified by this Agreement.

(b) **New Monthly Payments; Payment Adjustments:** Effective with Borrower's monthly payment due 04/01/2009, Borrower's monthly Loan payment will be \$633.10. This payment amount does not include additional amounts which may also be due for the payment of taxes and insurance premiums. The taxes and insurance payment amount will be due monthly, together with Borrower's scheduled Loan payment. Borrower agrees that a full payment hereunder and with respect to the Loan shall only be deemed to have been made when funds remitted include the required scheduled Loan payment and monthly portion of taxes and insurance premiums. The monthly payment will adjust in the month following any interest rate change, if applicable.

(c) **New Interest Rate:** Effective on 03/01/2009, Borrower's rate of interest will be 5.000%. The date on which the interest rate change is next scheduled to occur is hereby changed to 03/01/2014. Subsequent interest rate changes will resume based on the frequency provided for in the Loan documents