

[REDACTED] LLC
Orlando, Florida 32878 -5063
(Do not send correspondence or payments to the above address.)

03/09/09

Loan Number:
Property Address:

MODIFICATION AGREEMENT

Dear Borrower(s):

Enclosed please find a proposed modification agreement (the "Agreement") on your loan referenced above for your review and consideration.

In order to accept this modification on your loan, you must complete ALL of the following steps on or before 3/18/09, ("Due Date"):

1. SIGN the bottom of the Agreement on the line(s) for the Borrower(s);
2. FAX the fully executed Agreement to: Attention: [REDACTED]
3. PAY the full down payment in the amount of \$ 545.00
[See Payment Instructions Attached]
4. NEW MONTHLY PAYMENT: \$ 275.61
(which may or may not include escrow) starting on 5/1/09.
5. SEND proof of insurance coverage* Attention: Escrow Department
(Send proof of insurance ONLY to Escrow Dept. DO NOT include the Agreement.) Fax: [REDACTED]
E-mail: [REDACTED]

* Proof of insurance and the Agreement must be sent separately to the correct departments using the fax numbers provided above. Failure to send proof of insurance coverage before the Due Date will constitute acceptance of a force placed policy and agreement to pay the costs of such force placed policy, so long as all other items are complete.

Time is of the essence on this offer. If ALL of the items above are not completed by the Due Date, the Agreement shall have no force or effect and any down payment received will be returned to you. Please be advised that [REDACTED] LLC will not delay, postpone or otherwise stop any collection efforts until ALL of the steps above have been completed.

If you have any questions or require additional information, please contact the Home Retention Department directly at [REDACTED]

Sincerely,
[REDACTED]

[REDACTED] LLC
Orlando, Florida 32878 -5063
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PAYMENT REMITTANCE INFORMATION

1. Make checks payable to Ocwen Loan Servicing, LLC.
2. Always include your loan number with your payment.
3. The down payment must be in the form of certified funds.

OVERNIGHT DELIVERY

(Money Order & Certified Checks Only)

[REDACTED], LLC
ATTN: [REDACTED]
[REDACTED]
ORLANDO, FL 32826

MONEY GRAM

RECEIVER CODE: [REDACTED]
PAYABLE TO: [REDACTED] LLC
CITY: ORLANDO
STATE: FLORIDA
REFERENCE: LOAN NUMBER [REDACTED]
AGENT LOCATER: [REDACTED]

BANK WIRE

BANK: [REDACTED]
ABA: [REDACTED]
ACCOUNT NAME: [REDACTED]
ACCOUNT NUMBER: [REDACTED]
REFERENCE: Loan Number, Property Address,
and Borrower Name

Email: [REDACTED] with the details
of the wire.

BY WUOC

Code City: [REDACTED]
State: FL
Reference: Loan #
Attn: Home Retention Department,
Home Retention Consultant

LOAN MODIFICATION AGREEMENT

[REDACTED] LLC ([REDACTED]) is offering you this Loan Modification Agreement ("Agreement"), dated 03/09/09, which modifies the terms of your home loan obligations as described in detail below:

- A. the Mortgage, Deed of Trust, or Security Deed (the "Mortgage"), dated and recorded in the public records of Palm Beach County, and
- B. the Note, of the same date and secured by the Mortgage, which covers the real and personal property described in the Mortgage and defined therein as the "Property", [REDACTED]

Pursuant to our mutual agreement to modify your Note and Mortgage and in consideration of the promises, conditions, and terms set forth below, the parties agree as follows:

1. You agree that the new principal balance due under your modified Note and the Mortgage will be \$48,411.04. Upon modification, your Note will become contractually current.
2. You promise to make an initial down payment in the amount of \$ 545.00 on or before 3/18/09, after which you will commence payments of principal and interest in the amount of \$275.61 beginning on 5/1/09 and continuing on the same day of each succeeding month for a five (5) year period. At the end of this period, your payment is subject to change based on paragraph 4 below.
3. Any payments due for taxes and insurance will be your responsibility in addition to the payments of principal and interest required under the terms of this modification. If this loan is currently escrowed, [REDACTED] will continue to collect the required escrow amounts with your monthly principal and interest payment
4. Upon Modification, the annual rate of interest charged on the unpaid principal balance of your loan will be 2.0000%. This rate will remain in effect until the end of a five (5) year period beginning with your first payment after the down payment. At the end of this period, your interest rate will be calculated according to the terms of your original loan documentation.

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[REDACTED]

SECRET

5. If you sell your property, refinance, or otherwise payoff your loan during the 12 months following the date of Modification, the Modification will be voidable at the sole option of [REDACTED] and all amounts owed under the obligations existing prior to the Modification will be due and owing.
6. You understand and agree that:
 - (a) All the rights and remedies, stipulations, and conditions contained in your Mortgage relating to default in the making of payments under the Mortgage will also apply to default in the making of the modified payments hereunder.
 - (b) All covenants, agreements, stipulations, and conditions in your Note and Mortgage will remain in full force and effect, except as herein modified, and none of the your obligations or liabilities under your Note and Mortgage will be diminished or released by any provisions hereof, nor will this Agreement in any way impair, diminish, or affect any of [REDACTED] rights under or remedies on your Note and Mortgage, whether such rights or remedies arise thereunder or by operation of law. Also, all rights of recourse to which [REDACTED] is presently entitled against any property or any other persons in any way obligated for, or liable on, your Note and Mortgage are expressly reserved by [REDACTED].
 - (c) Any expenses incurred in connection with the servicing of your loan, but not yet charged to your account as of the date of this Agreement, may be charged to your account after the date of this Agreement.
 - (d) You have no right of set-off or counterclaim, or any defense to the obligations of your Note or Mortgage.
 - (e) Nothing in this Agreement will be understood or construed to be a satisfaction or release in whole or in part of your Note and Mortgage.
 - (f) You agree to make and execute such other documents or papers as may be necessary or required to effectuate the terms and conditions of this Agreement which, if approved and accepted by [REDACTED], will bind and inure to your heirs, executors, administrators, and assigns.
 - (g) You understand that this agreement is legally binding and that it affects your rights. You confirm that you have had the opportunity to obtain, independent legal counsel concerning this Agreement and are signing this Agreement voluntarily and with full understanding of its contents and meaning.
7. BY EXECUTING THIS MODIFICATION, YOU FOREVER IRREVOCABLY WAIVE AND RELINQUISH ANY CLAIMS, ACTIONS OR CAUSES OF ACTION, STATUTE OF LIMITATIONS OR OTHER DEFENSES, COUNTERCLAIMS OR SETOFFS OF ANY KIND WHICH EXIST AS OF THE DATE OF THIS MODIFICATION, WHETHER KNOWN OR UNKNOWN, WHICH YOU MAY NOW OR HEREAFTER ASSERT IN CONNECTION WITH THE MAKING, CLOSING, ADMINISTRATION, COLLECTION OR THE ENFORCEMENT BY OCWEN OF THE LOAN DOCUMENTS, THIS MODIFICATION OR ANY OTHER RELATED AGREEMENTS.
8. BY EXECUTING THIS MODIFICATION, YOU IRREVOCABLY WAIVE ALL RIGHTS TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS MODIFICATION AND ANY RELATED AGREEMENTS OR DOCUMENTS OR TRANSACTIONS CONTEMPLATED IN THIS MODIFICATION.

By: _____
[REDACTED]

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