

Loan # [REDACTED]
MCN # [REDACTED]



LOAN MODIFICATION AGREEMENT (Providing for 60 Month Fixed 5% Interest Rate)

This Loan Modification Agreement (this "Agreement"), made as of the 1st day of August 2008, (the "Effective Date") between [REDACTED] (collectively, "Borrower") and American Home Mortgage Servicing, Inc., as servicer, ("Loan Servicer"), modifies (1) the mortgage, deed of trust, or security deed (the "Security Instrument") dated [REDACTED] and (2) the promissory note (the "Note"), bearing the same date as, and secured by, the Security Instrument (Borrower's obligation under the Note, Security Instrument and this Agreement hereinafter referred to as the "Loan"), which Security Instrument covers the real and personal property located at [REDACTED] OH 43085.

(Property Address)

more fully described in the Security Instrument and defined therein as the "Property." All capitalized terms in this Agreement shall have the same meanings as set forth in the Note and Security Instrument, unless defined in this Agreement; all schedules and exhibits attached to this Agreement are incorporated into and made part of this Agreement; and all references to this Agreement include the schedules and exhibits.

In consideration of the mutual promises and agreements exchanged, Loan Servicer and Borrower agree that the Note and Security Instrument shall be modified hereby as follows:

1. As of the Effective Date, the amount payable under the Note and the Security Instrument (the "New Principal Balance") is U.S. [REDACTED] consisting of the unpaid amount(s) loaned to Borrower by Lender plus any accrued and unpaid interest and other amounts capitalized as set forth in Schedule "A," attached hereto and made a part hereof.
2. Borrower promises to pay the New Principal Balance, plus interest, to the order of Loan Servicer. Interest will be charged on the New Principal Balance at the yearly rate of 5.00% (the "Mod Rate") for the sixty (60) month period from the Effective Date, up to and including July 31, 2013 (the "Mod Period"), at which time the interest rate shall revert to the rate as set forth in the Note (the "Note Rate"), as further provided below. If the Note is a fixed rate note, the Note Rate shall be the rate set forth in the Note from the expiration of the Interest Only Period until all sums evidenced by the Note are paid in full. If the Note is an adjustable rate note, the Note Rate shall be the rate that is scheduled to go into effect on the Change Date next following the end of the Interest Only Period, and as thereafter adjusted (all in accordance with the provisions of the Note); however, notwithstanding the foregoing, the Mod Rate shall continue in effect from the expiration of the Interest Only Period until said Change Date (such period, the "Transition Period"). During the Mod Period and the Transition Period, as applicable, Borrower will make monthly payments of principal and interest in the amount of U.S. [REDACTED] (the "Mod Payment"); provided, that the two Mod Payments due for August 1, 2008, and September 1, 2008, are made in a lump sum upon execution of this Agreement (the "Mod Start Payment"). **AS MORE PARTICULARLY SET FORTH IN PARAGRAPH 7, THIS AGREEMENT SHALL BE VOID AND NOT TAKE EFFECT UNLESS THE MOD START PAYMENT IN THE FORM OF A CASHIER'S CHECK OR CERTIFIED FUNDS, AND THIS AGREEMENT, ARE RECEIVED ON OR BEFORE SEPTEMBER 19, 2008.**

After the Mod Start Payment is made, the next due Mod Payment will be due October, 1, 2008. Beginning on (a) August 1, 2013, with respect to a Note that is a fixed rate note, and (b) the first day of the month following the expiration of the Transition Period, with respect to a Note that is an adjustable rate Note, and in either case continuing thereafter on the same day of each succeeding month until the New Principal Balance and interest are paid in full, the monthly payment will consist of principal and interest at the Note

Borrower Initials here: _____

Rate in an amount necessary to amortize the New Principal Balance, as then in effect, over the remaining term of the Loan. Loan Servicer will notify Borrower of the amount of the new monthly payment prior to the end of the Mod Period or Transition Period, as applicable. If on ~~2/1/2008~~ (the "Maturity Date"), Borrower still owes amounts under the Note and the Security Instrument, as amended by this Agreement, Borrower will pay those amounts in full on the Maturity Date.

3. Borrower will comply with all covenants, agreements, and requirements of Note and Security Instrument, including without limitation, Borrower's covenants and agreements to make all payments of taxes, insurance premiums, assessments, escrow items, impounds, and all other payments that Borrower is obligated to make under the Security Instrument; however, the following terms and provisions are canceled, null and void, during the Mod Period and the Transition Period, as applicable:

- (a) all terms and provisions of the Note and Security Instrument (if any) providing for, implementing, or relating to, any change or adjustment in the rate of interest payable under the Note; and
- (b) all terms and provisions of any adjustable rate rider, or other instrument or document (if any) that is affixed to, wholly or partially incorporated into, or is part of, the Note or Security Instrument and that contains any such terms and provisions as those referred to in (a) above.

4. Borrower understands, acknowledges and agrees that:

- (a) All the rights and remedies, stipulations, and conditions contained in the Security Instrument relating to default in the making of payments under the Note and Security Instrument shall also apply to default in the making of the modified payments under this Agreement.
- (b) Except as herein modified, all covenants, agreements, stipulations, and conditions in the Note and Security Instrument shall be and remain in full force and effect and none of Borrower's obligations or liabilities under the Note and Security Instrument shall be diminished or released by any provisions hereof, nor shall this Agreement in any way impair, diminish, or affect any of Loan Servicer's or Note Holder's rights or remedies under the Note and Security Instrument, whether such rights or remedies arise there under or by operation of law. Also, all rights of recourse to which Loan Servicer and Note Holder are presently entitled against the Property, Borrower, any other property or any other persons in any way obligated for, or liable on, the Note and Security Instrument, are expressly reserved by Loan Servicer and Note Holder.
- (c) Borrower has no right of set-off or counterclaim against Note Holder or Loan Servicer, or any defense to the obligations of the Note or Security Instrument.
- (d) Nothing in this Agreement shall be understood or construed to be a satisfaction or release in whole or in part of the Note and Security Instrument.
- (e) In addition to and simultaneously with Borrower's monthly payments as set forth in paragraph 2 above, Borrower shall be required pay to Loan Servicer, until such time as the New Principal Balance and interest are paid in full, a sum to provide for payment of amounts due for (i) yearly taxes and assessments which may attain priority over the Security Instrument as a lien on the Property, and (ii) yearly hazard or property insurance premiums, all in accordance with the terms and conditions of the Security Instrument. A waiver of this requirement by Loan Servicer shall not constitute a waiver of such requirement at any future date, and Loan Servicer specifically reserves the right, in its sole and absolute discretion, to impose such requirement at any time upon written notice to Borrower.
- (f) Borrower shall make and execute such other documents or papers as may be necessary or required to effectuate the terms and conditions of this Agreement.

5. Borrower and Loan Servicer understand, acknowledge and agree that:

- (a) If foreclosure proceedings have been commenced with respect to the Loan, upon payment of the Mod Start Payment and Loan Servicer's receipt of this Agreement, fully executed, Loan Servicer shall forbear from taking any further action in connection with any such foreclosure proceeding. In consideration of Lender's forbearance, Borrower hereby expressly waives the right to challenge or contest the foreclosure process initiated by Loan Servicer, Loan Servicer's attorney and/or the foreclosure trustee, including all acts or omissions prior to or subsequent to this Agreement, whether such acts or omissions were performed by Loan Servicer, Loan Servicer's attorney, the foreclosure trustee, and/or any party acting on behalf of the Loan Servicer, Loan Servicer's attorney and/or the foreclosure trustee. Borrower admits and recognizes that any and all postponements of a foreclosure sale, made during the term of this Agreement or in anticipation of this Agreement, are done by mutual consent of Borrower and Loan Servicer and that to the extent allowed by applicable law the foreclosure sale may be postponed from time to time until the loan is fully reinstated or the foreclosure sale is consummated.
- (b) Time is of the essence of this Agreement, in particular the receipt by Loan Servicer of this Agreement (fully executed by Borrower and any Non-Obligor Mortgagors) and the Mod Start Payment. There are no grace periods with respect to the Mod Payment due under this Agreement, and failure to make timely payments as specified in paragraph 2 constitutes a breach of the terms of this Agreement. Notwithstanding the above, late charges as specified in the Loan Documents will continue to accrue as allowed by applicable law.
- (c) If Borrower fails to make any of the payments specified in paragraph 2 on the due dates and in the amount stated, or otherwise fails to comply with each and all of the terms and conditions herein, Loan Servicer, at its sole option, may terminate this Agreement without further notice to Borrower. In such case, all amounts that are owing under the Note and Security Instrument, as amended by this Agreement, shall become immediately due and payable, and Loan Servicer shall be permitted to exercise any and all rights and remedies provided for in the Loan Documents, including, but not limited to, immediate commencement of a foreclosure action without further notice to Borrower, and/or resumption of a pending foreclosure action without further notice to Borrower, and/or conducting a pending foreclosure sale without further notice to Borrower.
- (d) Loan Servicer represents that it has the authority to enter into this Agreement on behalf of the Note Holder.
- (e) The terms, clauses, conditions and provisions of this Agreement are binding upon and shall inure to the benefit of all assignees, successors-in-interest, personal representatives, estates, administrators, heirs, devisees, and legatees of each of the parties hereto.
- (f) Except as is otherwise provided for herein, this Agreement constitutes the entire agreement between the parties with reference to the subject matter hereof, and supersedes any prior agreement, oral or written, with respect thereto; and, in entering into this Agreement, no party is relying upon any representation, warranty, agreement, or covenants not set forth herein.
- (g) This Agreement may be signed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same Agreement.
6. To the extent that any word, phrase, clause, or sentence of this Agreement shall be found to be illegal or unenforceable for any reason, such word, phrase, clause, or sentence shall be modified or deleted in such a manner so as to make the Agreement, as so modified, legal and enforceable under applicable law, provided that should such modification or deletion materially diminish the benefits of this Agreement to any of Loan Servicer, Note Holder or Borrower, the Agreement shall be of no force or effect and the relationship of Loan Servicer, Note Holder and Borrower shall be entirely governed by the provisions of the Note and Security Instrument.

7. This Agreement shall be of no force or effect, and no action will be taken by Loan Servicer to cease collection and foreclosure activities relating to the Loan, unless and until Loan Servicer has received this Agreement, fully executed and initialed by Borrower and any Non-Obligor Mortgagors, along with the Mod Start Payment, in the form of a cashier's check or certified funds, no later than September 19, 2008. This Agreement is not considered "received" by Loan Servicer unless and until it has been delivered to Loan Servicer at 4650 Regent Blvd., Suite 100, Irving, TX 75061, and internally date stamped. Furthermore, this Agreement shall be of no force or effect if Borrower files a bankruptcy petition prior to Loan Servicer's receipt of this Agreement.

IN WITNESS WHEREOF, the undersigned have set their hands hereto as of the date written below.

American Home Mortgage Servicing, Inc.

By: _____

Borrower

Borrower

Borrower

Borrower

NON-OBLIGOR MORTGAGORS

For purposes of this Agreement, the undersigned are not Borrowers; they are "Non-Obligor Mortgagors" (that is, this term is defined to mean (i) signatories on the Security Instrument but not obligated on the Note or (ii) persons not obligated on the Note but added to title on the Property after the origination of the above-referenced Loan). By his/her/their signature(s) below on this Agreement, the undersigned Non-Obligor Mortgagors acknowledge and agree (x) that his/her/their interest in the Property was subject to the Security Instrument and remains subject to the Security Instrument as modified by this Agreement, and (y) that he/she/they are bound by all of the terms and conditions of this Agreement, except to the extent that such terms and conditions pertain to any promise or obligation to pay Loan Servicer or Note Holder any amount.

Acknowledged and agreed to: _____ Date: _____
Non-Obligor Mortgagor

Acknowledged and agreed to: _____ Date: _____
Non-Obligor Mortgagor

Borrower initials here: _____

Loan Modification Agreement Schedule A

Name of Borrower(s):

██████████

Loan Number:

██████████

DESCRIPTION OF TOTAL AMOUNT DUE	TOTAL DUE
Current Principal Balance	\$██████████
Plus Delinquent Interest Through 06/30/2008:	\$██████████
Plus Advances Made for Attorneys' Fees/Costs/Inspections	\$██████████
Plus Escrow (tax and insurance) Shortage (including escrow advances if applicable)	\$██████████
Plus Unpaid Late Charges	\$██████████
Plus Non-Sufficient Funds (returned check fees)	\$██████████
Less Suspense Balance (funds held that will reduce amount owed)	\$██████████
New Principal Balance	\$██████████

New Mod Payment Amount Effective From 08/01/2008 Through 07/31/2013*:	
Principal and Interest (P&I) or Interest Only	\$██████████
Monthly Escrow Payment (for Taxes and Insurance)**	\$██████████
Total Payment Applicable During Mod or Interest Only Period**	\$██████████

* If your loan is an ARM, this mod payment amount will be in effect through the payment due on the first

Change Date that occurs after 07/31/2013.

** Includes estimated amount for the monthly escrow payment (which is subject to change).

Borrowers' Initials _____

AMERICAN HOME MORTGAGE Servicing, Inc.

FORBEARANCE AGREEMENT

Re Loan No. [REDACTED]
Property Address [REDACTED] COLUMBUS OH 43229
Borrower(s) [REDACTED]

This Forbearance Agreement (hereinafter "Agreement"), is made and entered into as of 12/15/2008, by and between American Home Mortgage Servicing, Inc. (hereinafter "Lender") and [REDACTED] HAMMILL (hereinafter collectively referred to as "Borrowers").

RECITALS:

Borrowers executed that certain promissory note and any riders or addenda thereto (hereinafter the "Note") and mortgage, deed of trust or deed to secure debt (hereinafter "Security Instrument") on or about [REDACTED], in the original principal amount of USD \$ [REDACTED] (hereinafter collectively referred to as "Loan" or "Loan Documents"); and

The Loan is secured by the Security Instrument, which covers the premises commonly known as [REDACTED] COLUMBUS OH 43229 (hereinafter referred to as "Property"); and

Borrowers have defaulted in making their payments under the Loan and desire to remedy that default by bringing the Loan current; and

Lender has stated that it will consider forgoing pursuit of the legal remedies available to it as a result of Borrowers' aforementioned default under the Loan, provided that the Borrowers execute and fulfill the terms of this Agreement.

AGREEMENT:

NOW THEREFORE, in consideration of the Lender forgoing pursuit of its legal remedies under the Loan Documents relating to foreclosure and sale of the Property due to the aforementioned default, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Borrowers, intending to be legally bound, understand, acknowledge, covenant and agree as follows:

American Home Mortgage Servicing Inc., 4600 Regent Blvd., Suite 200,
Irving, TX 75063-1730 * (877) 304-9100* Fax 866-435-8113



12/17/2008 3:39PM (GMT-05:00)

Loan Number# [REDACTED]

ID# [REDACTED]

1. **Recitals:** The above recitals are true and correct and incorporated herein by reference
2. **Contractual Due Date:** Borrowers are in default in making their monthly payments under the Loan Documents and the contractual due date of the Loan as of the date of this Agreement is 09/01/2008 (that is, the last installment paid by Borrower's was the one which came due on 08/01/2008)
3. **Arrearage:** As of the date of this Agreement, the total sum necessary to bring the Loan current, including, but not limited to, principal, accrued interest, accrued late charges, Lender advances, escrow arrearages and foreclosure fees and costs, is \$ 5966.18 (hereinafter referred to as the "Arrearage"). The Arrearage is itemized in Exhibit A, attached hereto and made a part hereof. It is anticipated that Payment of the full amount of the Arrearage by Borrowers to Lender pursuant to the terms of this Agreement will fully satisfy the terms of this Agreement and bring the Loan current, at which time regular monthly payments will resume pursuant to the terms of the original Loan Documents. Borrowers understand that the Arrearage set out in Exhibit A is the lump sum necessary to bring the loan current in one payment good through the date thereon, but that paying the Arrearage over time, as contemplated in this Agreement, may increase the overall sum paid. This increase may, for example, be due to monthly charges, such as late charges, which continue to accrue pursuant to the Loan Documents during the pendency of this Agreement because the Loan is delinquent. Other possible reasons for a higher total when paying over time are an increase in the monthly amount due because of interest rate changes (on adjustable rate mortgages), and interest on secured advances. Should Borrowers bring the loan current more quickly than contemplated under the Agreement, the overall cost may be lower due to the accrual of fewer charges such as late charges and interest on secured advances.
4. **Increased Monthly Payment:** Borrowers must make all Loan payments pursuant to the following terms and conditions:
 - a. As a prerequisite to the validity of this Agreement, a down payment in the amount of \$ 1975.00, must be received by Lender no later than 5:00 P.M. Pacific Standard Time, 12/16/2008 either: (i) via overnight mail sent to the attention of American Home Mortgage Servicing, Inc., 4600 Regent Blvd., Suite 200, Irving, TX 75038-1730 in the form of guaranteed funds (certified check, cashiers check or money order) made payable to American Home Mortgage Servicing, Inc. or (ii) via Money Gram, receive code 4513 or Western Union "Quick Collect" to Code City: OPTON, Code State: GA.
 - b. During the term of this Agreement, Borrowers shall make increased monthly payments in the amount of \$ 2314.58, which includes the full regular monthly payment under the Loan Documents plus a pro rata portion of the Arrearage (both amounts together hereinafter referred to as the "Plan Payment"), which must be received by Lender no later than 5:00 P.M. Pacific Standard Time, commencing on 12/17/2008 and continuing on the same date of each and every month through and including 02/17/2009. The Plan Payment is itemized in Exhibit B, attached hereto and made a part hereof. Borrowers must send the Plan Payment either (i) in the form of guaranteed funds (certified check, cashiers check or money order) made payable to American Home Mortgage Servicing, Inc., and mailed or delivered to Lender at American Home Mortgage Servicing, Inc., 4600 Regent Blvd., Suite 200, Irving, TX 75038-1730 or (ii) via Money Gram, receive code 4513 or Western Union Quick Collect to Code City: OPTON, Code State: GA.
 - c. All payments on the Loan made pursuant to this Agreement shall be clearly marked with the above-referenced Loan number and may be applied to any amounts outstanding on the Loan, including fees and costs, in the order and proportion deemed appropriate by Lender.
 - d. As to each and every payment made under this Agreement, time shall be strictly of the essence and there shall be no grace period.

American Home Mortgage Servicing Inc., 4600 Regent Blvd., Suite 200,
Irving, TX 75063-1730 * (877) 804-3100 * Fax 866-435-8113

12/17/2008 3:39PM (GMT-05:00)

Loan Number# [REDACTED]

ID# [REDACTED]

5. **Collection Efforts to Continue:** This Agreement shall be of absolutely no force or effect, and no action will be taken by Lender to cease collection activities and/or postpone the foreclosure or sale of the Property (if applicable), unless and until Lender has received both this Agreement, fully executed by the Borrowers, and any required down payment in the form and in the manner as outlined in subparagraph 4a above no later than 12/16/2008. This Agreement is not considered "received" by Lender unless and until it has been internally date stamped by Lender and delivered to American Home Mortgage Servicing, Inc. 4600 Regent Blvd., Suite 200, Irving, TX 75038-1730, or successfully faxed to 866-435-8113. Faxed copy of the Agreement may be used for any purposes as if it were the original.

6. **Late Charges and Additional Fees and Costs; Increase in Plan Payment:**
 - a. Unless prohibited by state law, late charges, as set forth in the Note, shall continue to accrue during the term of this Agreement until such time as the Loan is brought current. Borrowers understand that any such late charges may be in addition to (and not subsumed within) the Plan Payments, but must also be paid to satisfy the terms and conditions of this Agreement and bring the Loan current. This is because a late charge for an installment may not be accrued unless that installment remains outstanding past the late charge accrual date.
 - b. Additional fees, expenses and charges relating to the Loan that have not yet been billed to or incurred by Lender or debited to the Loan account, including but not limited to appraisal and broker price opinion fees, property inspection fees, Lender advances for payment of Borrowers' taxes and/or insurance, attorney fees and expenses, and collection fees (hereinafter, together with late charges, collectively referred to as "Additional Costs"), are not included in the Plan Payment and must be paid by Borrowers in order to fully satisfy the terms and conditions of this Agreement and bring the Loan current.
 - c. In order to ensure payment by Borrowers of such Additional Costs, and in Lender's sole and absolute discretion, the Plan Payment amount may be subject to increase, upon written notice by Lender to Borrowers, to an amount necessary to bring the Loan current by the final Plan Payment due date under this Agreement.

7. **Adjustable Rate Note; Increase in Plan Payment:** If the Note is an adjustable rate instrument, the Plan Payment may be subject to increase pursuant to interest rate adjustments as dictated by the terms of the Note. If the Plan Payment is not increased despite an interest rate increase pursuant to the Note, the sums accrued but unpaid due to the interest rate increase ("Additional Sums Due Per Rate Change") must also be paid to satisfy the terms and conditions of this Agreement and bring the Loan current. If the interest rate is adjusted downward under the terms of the Note, the Plan Payment will not decrease, but any surplus will be applied to the Arrearage. In order to ensure payment by Borrowers of such Additional Sums Due Per Rate Change, and in Lender's sole and absolute discretion, the Plan Payment amount may be subject to increase, upon written notice by Lender to Borrowers, to an amount necessary to bring the Loan current by the final Plan Payment due date under this Agreement.

8. **Taxes and Hazard Insurance; Increase in Plan Payment:** Should Lender require Borrowers, pursuant to the terms of the Loan Documents, to establish an impound account with Lender for payment of taxes and insurance, or should the monthly contribution to any existing impound account increase pursuant to a periodic escrow analysis, the Plan Payment may increase accordingly. Should the monthly contribution to any existing impound account decrease pursuant to a periodic escrow analysis, the Plan Payment will not decrease, but any surplus will be applied to the Arrearage. In order to ensure payment by Borrowers of any additional sums due pursuant to an increase in the monthly escrow contribution, and in Lender's sole and absolute discretion, the Plan Payment amount may be subject to increase, upon written notice by Lender to Borrowers, to an amount necessary to bring the Loan current by the final Plan Payment due date under this Agreement.

9. **Credit Reporting:** Until such time as the Loan is brought current (either by successful completion of the terms of this Agreement or a lump sum payment of the Arrearage), the Loan remains delinquent and the Lender must continue to report the Loan as delinquent to the credit reporting agencies to which Lender reports.

American Home Mortgage Servicing Inc., 4600 Regent Blvd., Suite 200,
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12/17/2008 3:39PM (GMT-05:00)

10. **Pending Foreclosure Action:** In the event that a foreclosure action is pending relating to the Loan at the time this Agreement becomes effective (as contemplated in paragraph 5 above), the foreclosure action will not be dismissed, but Lender shall use its best efforts to ensure that the foreclosure is placed on hold pending satisfaction by Borrowers of the terms of this Agreement. Lender shall retain the right to continually postpone the foreclosure, file notices with the court, publish the pending foreclosure, complete service or otherwise take any action reasonably necessary to maintain the "Pending" status of the foreclosure action during the term of this Agreement. Furthermore, if Lender or its designated agent has, prior to the execution of this Agreement, submitted any motion or order to the court, Lender shall not be required to withdraw such motion or order by virtue of this Agreement, and the court shall be permitted to consider such motion and/or enter any appropriate order in response to such motion. In the event a judgment of foreclosure is entered or a foreclosure sale or "law day" is held after this Agreement is offered to Borrowers, but before it is effective by virtue of their timely performance, it shall be automatically withdrawn.
11. **Inability to Postpone:** If a foreclosure sale or "law day" has been scheduled to occur shortly after Lender has received both the signed Agreement and any required down payment from the Borrowers, it may not be possible for Lender to stop the sale of the Property or vesting of title to the Property in a third party purchaser. In such event, the down payment will be returned to the Borrowers and this Agreement shall have no force or effect. Furthermore, Lender assumes no liability, and Borrowers hereby absolve Lender from liability, for failure to stop the sale or otherwise unwind, rescind or reverse the sale or vesting should such sale or vesting occur. If Lender is unable to stop the sale of the Property and Borrowers and Lender subsequently undertake any effort to unwind, rescind or reverse the sale or vesting, then any fees and costs associated with such activity shall be added to the Loan balance.
12. **Material Breach and Termination of Agreement:** The Borrowers shall be considered to be in material breach of this Agreement and this Agreement shall terminate at the option of Lender without further notice to Borrowers at under any of the following circumstances:
 - a. Borrowers fail to strictly comply with any of the terms of this Agreement or the Loan Documents (for example, by failing to timely pay any of the payments called for in this Agreement).
 - b. The Property is abandoned or left vacant for more than sixty (60) days.
 - c. Borrowers transfer any interest in the Property without Lender's prior written consent.
 - d. The facts or circumstances relating to Borrowers' financial condition, which influenced Lender to enter into this Agreement, are substantially changed for the worse.
 - e. Incorrect or fraudulent information was submitted by Borrowers to induce Lender to enter into this Agreement.
13. **Effect of Termination:** If this Agreement is terminated due to material breach as set forth above, the Lender shall be entitled to pursue its remedies pursuant to the terms and conditions of the Loan Documents as if this Agreement had never existed. If, upon termination of this Agreement, the Borrowers remain in default under the Loan Documents, Lender shall be entitled to commence or resume foreclosure without the necessity of re-providing the Borrowers with any legally required notices that were duly provided by Lender to Borrowers prior to execution or during the term of this Agreement. Lender's waiver of a breach by Borrower shall not be construed as a waiver of any subsequent breach or failure of the same term or condition or a waiver of any other term or condition in this Agreement, nor shall it establish or evidence any course of dealing between the parties.

Loan Number# [REDACTED]

ID# [REDACTED]

- 14. **No Defenses; Release:** By their execution and delivery to Lender of this Agreement, the Borrowers acknowledge that the Arrears are the Borrowers' full responsibility and was produced solely by the actions or inactions of the Borrowers. Furthermore, Borrowers agree that they have no defense, setoff or counterclaim related to the Loan or the Property, or to Lender's activities relating to the Loan or the Property, and Borrowers hereby voluntarily release, discharge and agree not to sue Lender for any and all claims, demands, controversies, damages, actions, causes of action, liabilities, rights, costs (including attorney fees and court and litigation costs and expenses), indemnities, obligations or losses of any kind or nature whatsoever, whether at this time known or unknown, for or by reason of any act, omission, event, transaction, matter or cause, arising from or relating to the Loan, the origination of the Loan or the servicing of the Loan, or any dispute arising from or relating to the Loan, the origination of the Loan or the servicing of the Loan, or any of the facts upon which any such dispute is based.
- 15. **Advice of Attorney:** The Borrowers warrant and represent that in executing this Settlement Agreement they have relied upon legal advice from the attorney of their choice; that this Agreement has been read by the Borrowers and such attorney, and its consequences (including risks, complications, and costs) have been completely explained to Borrowers by that attorney; and Borrowers fully understand the terms of this Agreement.
- 16. **Loan Documents:** All of Borrowers' rights and responsibilities under, and all of the terms and conditions of the Note and Security Instrument, shall remain in full force and effect except as expressly modified by this Agreement. Nothing contained in this Agreement shall be construed to impair the Security Instrument or affect or impair Lender's rights or powers under the Loan Documents to recover any sum due under the terms of the Note, including any Arrears and Additional Costs.
- 17. **Severability:** To the extent that any word, phrase, clause, or sentence of this Agreement shall be found to be illegal or unenforceable for any reason, such word, phrase, clause, or sentence shall be modified or deleted in such a manner so as to make the Agreement, as so modified, legal and enforceable under applicable law, provided that should such modification or deletion materially diminish the benefit of this Agreement to either Lender, in its sole discretion and election, or Borrowers, in their sole discretion and election, the Agreement shall, only after written notice given by the electing party to the other party, be of no force or effect and the relationship of Lender and Borrowers shall be entirely governed by the provisions of the Loan Documents.

IN WITNESS WHEREOF, the undersigned has/have caused this Agreement to be executed as of the date first above written.

Borrower: [REDACTED] Borrower: _____
 Dated: 12/17/08 Dated: _____

BORROWERS MUST SIGN AND RETURN ALL PAGES

Loan Number# [REDACTED]

ID# [REDACTED]

EXHIBIT A

Borrower Name: [REDACTED]
Reinstatement Quote for Loan: [REDACTED]
Good Through Date: 12/23/2008

2 Payments Due @ 936.24	:	\$ 1872.48
2 Payments Due @ 935.13	:	\$ 1870.26
Foreclosure Fees and Costs	:	\$ 1971.00
Other Fees	:	\$ 94.60
Late Charges	:	\$ 157.84
Total Servicer Reinstatement Amount	:	\$ 5966.18

IN WITNESS WHEREOF, the undersigned has/has caused this Agreement to be executed as of the date first above written.

Borrower: [REDACTED]

Borrower: _____

Dated: 12/17/08

Dated: _____

BORROWERS MUST SIGN AND RETURN ALL PAGES

Loan Number# [REDACTED]

ID# [REDACTED]

EXHIBIT B

PLAN PAYMENT DETAILS for Loan: [REDACTED]

	Due Date	Payment Amount
Deposit	12/16/2008	\$ 1975.00
1	12/17/2008	\$ 2314.58
2	01/17/2009	\$ 2314.58
3	02/17/2009	\$ 2314.58
Total		\$ 6943.74

		Term	
RI Amount:			\$ 5966.18
Payment	\$ 935.13	3	\$ 2805.39
Late Charge	\$ 39.46	3	\$ 118.38
Prop Insp	\$ 9.60	3	\$ 28.80
Total			\$ 8918.75
Less Deposit:			\$ 1975.00
Total Plan Installments:			\$ 6943.75

Borrower: [REDACTED]

Borrower: _____

Dated: 12/17/08

Dated: _____

BORROWERS MUST SIGN AND RETURN ALL PAGES

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2483.60

NOTICE TO BORROWERS :

Please be advised that the total listed on this Exhibit B is necessarily based on several assumptions. First, it presumes that each installment listed hereon will be made timely, according to the above schedule. Should reinstatement be made early, certain of the anticipated but not yet accrued charges (such as, for example, the late charges and property inspection fees listed in the right hand column that has not yet come due at the time of reinstatement), will not be included in the amount necessary to reinstate. Thus, should you desire to reinstate early, please call (877)-304-3100 to get an up-to-date reinstatement figure.

Second, any increase in the total amount due pursuant to a change caused by additional fees and costs (see Paragraph 6 of the Agreement), an interest rate increase (see Paragraph 7 of the Agreement), or an increase in the escrow (tax or insurance) component of your payment (see Paragraph 8 of the Agreement) must be paid before the Loan is considered fully reinstated pursuant to the Agreement. As such, the final Plan Payment - or an early reinstatement - may differ significantly from the amount set forth in this Exhibit B.

The component sums (i.e. Arrearage, Payment, Late charge, etc.), which together comprise the "Total" on this Exhibit B, rather than being equally distributed in the plan payments are applied as permitted by Paragraph 4c of the Agreement in an order designated by Lender, such as, for example, payment of accrued fees and costs prior to application to other sums due.

IN WITNESS WHEREOF, the undersigned has/have caused this Agreement to be executed as of the date first above written.

American Home Mortgage Servicing Inc., 4600 Regent Blvd., Suite 200,
Irving, TX 75063-1730 • (877) 304-3100 • Fax 866-435-8113

Loan Number# [REDACTED]

ID# [REDACTED]

Borrowers acknowledge that they have read and understand that above notice.

Borrower: 1
[REDACTED]

Borrower: _____

Dated: 12/17/08

Dated: _____

BORROWERS MUST SIGN AND RETURN ALL PAGES

AMERICAN HOME MORTGAGE SERVICING, INC.
SECURITY RETENTION AGREEMENT
(Providing for a Fixed Interest Rate)

Re: Loan Number: [REDACTED]
Property Address: [REDACTED]
Borrower(s): [REDACTED]

This Security Retention Agreement (hereinafter "Agreement"), is made and entered into as of August 1, 2009 (the "Effective Date") by and between American Home Mortgage Servicing, Inc. (hereinafter "Loan Servicer") and [REDACTED] & [REDACTED] (hereinafter collectively referred to as "Borrowers").

RECITALS:

Borrowers executed that certain promissory note (hereinafter "Note") and mortgage, deed of trust or deed to secure debt (hereinafter "Security Instrument") on or about October 28, 2005, in the original principal amount of U.S \$104,000.00, (hereinafter collectively referred to as "Loan" or "Loan Documents"); and

Borrowers secured the Loan by virtue of the Security Instrument, covering the premises commonly known as [REDACTED] (hereinafter referred to as "Property"); and

Borrowers debts have been discharged pursuant to a Chapter 7 bankruptcy, but Loan Servicer retained and reserved its right under the Security Instrument to foreclose on the Property; and

Borrowers have informed Loan Servicer that it wishes to remain in the Property and continue to make payments on the Loan; and

Loan Servicer has stated that it will forego pursuit of the legal remedies available to it, provided that Borrowers execute and fulfill the terms of this Agreement.

AGREEMENT:

NOW THEREFORE, in consideration of the Loan Servicer forgoing pursuit of its legal remedies under the Security Instrument relating to foreclosure and sale of the Property, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Borrowers understand, acknowledge, covenant and agree as follows:



1. **Recitals:** The above recitals are true and correct and incorporated herein by reference.
2. **No Personal Liability:** *Since Borrowers' debts have previously been discharged pursuant to a Chapter 7 bankruptcy and since Borrowers did not sign an agreement reaffirming the Loan, this Agreement is not to be construed as an attempt to collect a debt from Borrowers personally. Borrowers understand and Loan Servicer acknowledges that Loan Servicer has no right and no intention to enforce the Loan against Borrowers and that Loan Servicer's only recourse, if the Loan is not current as set forth in the Loan Documents and this Agreement, is to foreclose on the Property.*
3. **Forbearance by Loan Servicer:** Even though Borrowers are no longer personally liable to repay the Loan, Loan Servicer reserves its right under the Security Instrument to foreclose on the Property, which Borrowers acknowledge and agree they pledged as security for the Loan. Borrowers hereby request that Loan Servicer forbear from pursuing foreclosure and enter into this Agreement, which specifies the steps they must take in order to allow them to retain the Property. In consideration of Borrowers' agreement to abide, and only for so long as they continue to abide, by all of the terms and conditions of this Agreement, Loan Servicer hereby agrees to forbear from foreclosing on the Property.
4. **Payments:** In consideration of Loan Servicer forbearing from foreclosing and allowing Borrowers to remain in the Property, Borrowers must make monthly Property retention payments ("Payment" or "Payments") in the amounts and by the dates, and in accordance with the terms and conditions, as set forth in this Agreement.
 - a. As of the Effective Date, the amount payable under the Note and the Security Instrument is U.S. \$114,699.31 (the "New Principal Balance"), consisting of the unpaid amount(s) loaned to Borrowers by Lender plus any accrued and unpaid interest and other amounts capitalized as set forth in Schedule "A," attached hereto and made a part hereof.
 - b. Borrowers shall pay an earnest money payment (the "Deposit") in the amount of U.S. \$1,350.00, which Deposit must be received by Loan Servicer no later than 5:00 P.M. Eastern Time, (N/A), either: (i) via overnight mail sent to the attention of American Home Mortgage Servicing, Inc., 6501 Irvine Center Dr, Irvine CA 92618, ATTN: DD-HPO, in the form of guaranteed funds (certified check, cashiers check or money order) made payable to American Home Mortgage Servicing, Inc., or (ii) via Western Union "quick collect" to Code City: Option, Code State: CA.
 - c. The Deposit shall be deducted from the New Principal Balance, for a total outstanding balance on the Loan of U.S. \$113,349.31 (the "Reduced Principal Balance").

- d. Interest shall be charged on the Reduced Principal Balance at the yearly rate of 5.25%, from the Effective Date until November 1, 2035 (the "Maturity Date").
- e. Borrowers shall make Payments of principal and interest (plus any amounts due for taxes and insurance as set forth in Schedule "A") in the amount of U.S. \$663.69. All Payments must be received by Loan Servicer, clearly marked with the above-referenced Loan number, no later than 5:00 P.M. Eastern Time, beginning on September 1, 2009, and continuing on the same date of each and every succeeding month until the Reduced Principal Balance and interest are paid in full. If the Loan is an adjustable-rate mortgage ("ARM") loan and Borrower receives an ARM adjustment notice prior to the Payment beginning date indicated in the preceding sentence, Borrowers should ignore such notice and make Payments in accordance with this Agreement. If on the Maturity Date, Borrowers still owe amounts under the Loan, as amended by this Agreement, Borrowers will pay these amounts in full on the Maturity Date.
- f. Payments are subject to increase at any time pursuant to paragraphs 5 and 6 below.
- g. As to each and every Payment made under this Agreement, *time shall be strictly of the essence and there shall be no grace period.*

5. Additional Fees and Costs; Increase in Payment:

- a. Additional fees, expenses and charges relating to the Loan that have not been billed to or incurred by Loan Servicer or debited to the Loan account as of the Effective Date (including but not limited to late fees, appraisal and broker price opinion fees, property inspection fees, Loan Servicer advances for payment of Borrowers' taxes and/or insurance, attorney fees and expenses, collection fees and any other expenses incurred by Loan Servicer to protect its security interest in the Property), or clerical errors later discovered in the calculation of the Payments, (all of which fees, expenses, charges and errors, together with late charges, are collectively referred to as "Additional Costs"), are not included in the Payment amount and must be paid by Borrowers in order to fully satisfy the terms and conditions of this Agreement.
- b. In order to ensure payment by Borrowers of such Additional Costs, Loan Servicer may, upon written notice by Loan Servicer to Borrowers and in Loan Servicer's sole and absolute discretion, either: (i) demand immediate payment in full of the Additional costs, (ii) add such Additional Costs to the Reduced Principal Balance, or (iii) add a prorata amount of the Additional Costs to the Payment in an amount necessary either to pay the Additional Costs by a certain date as specified in such written notice or to pay the Loan off by the Maturity Date.

6. **Taxes and Hazard Insurance; Increase in Payments:** Should Loan Servicer require Borrowers, pursuant to the terms of the Loan Documents, to establish an impound account with Loan Servicer for payment of taxes and insurance, or should the monthly contribution to any existing impound account increase pursuant to a periodic escrow analysis, the Payments may increase accordingly. Should the monthly contribution to any existing impound account *decrease* pursuant to a periodic escrow analysis, the Payments will decrease accordingly.
7. **Effect of Agreement; Forbearance:** *This Agreement shall be of absolutely no force or effect, and no action will be taken by Loan Servicer to forbear from foreclosing on the Property, or to postpone the foreclosure or sale of the Property (if applicable), unless and until Loan Servicer has received both this Agreement, fully executed by Borrowers, and any required Deposit in the form and in the manner as outlined in subparagraph 4b above by no later than 5:00 P.M. Eastern Time, July 8, 2009.* This Agreement is not considered "received" by Loan Servicer unless and until it has been internally date stamped by Loan Servicer and delivered in hand to The Home Retention Team at 6501 Irvine Center Dr, Irvine CA 92618, ATTN: DD-HPO.
8. **Material Breach and Termination of Agreement:** Borrowers shall be considered to be in material breach of this Agreement and this Agreement shall automatically terminate under any of the following circumstances:
- a. Borrowers fail to strictly comply with any of the terms of this Agreement or the Loan Documents as revised by this Agreement.
 - b. The Property is abandoned or left vacant for more than sixty (60) days.
 - c. Borrowers transfer any interest in the Property without Loan Servicer's prior written consent.
9. **Effect of Termination:** If this Agreement is terminated due to material breach as set forth above, the Loan Servicer shall be entitled to pursue its remedies pursuant to the terms and conditions of the Security Instrument as if this Agreement had never existed.
10. **No Defenses:** Borrowers agree that, except as set forth in paragraph 2 above, they have no defense, setoff or counterclaim related to the Loan or the Property, or to Loan Servicer's activities relating to the Loan or the Property.
11. **Advice of Attorney:** Borrowers warrant and represent that: (i) in executing this Agreement they have relied upon legal advice from the attorney of their choice, (ii) this Agreement has been read by Borrowers and such attorney, and its consequences (including risks, complications, and costs) have been completely explained to Borrowers by that attorney, and (iii) Borrowers fully understand the terms of this Agreement.

12. Loan Documents: All of the terms and conditions of the Security Instrument shall remain in full force and effect except as expressly modified by this Agreement. Nothing contained in this Agreement shall be construed to impair the Security Instrument or affect or impair Loan Servicer's rights or powers under the Security Instrument to recover any sum due under the terms of this Agreement, including any Additional Costs. Borrowers will comply with all covenants, agreements, and requirements of the Security Instrument; however, the following terms and provisions are forever canceled, null and void, as of the Effective Date:

- a. All terms and provisions of the Note and Security Instrument (if any) providing for, implementing, or relating to, any change or adjustment in the rate of interest payable under the Note.
- b. All terms and provisions of any adjustable rate rider, or other instrument or document (if any) that is affixed to, wholly or partially incorporated into, or is part of, the Note or Security Instrument and that contains any such terms and provisions as those referred to in (a) above.

13. Notice: Any notice by Loan Servicer to Borrowers under this Agreement shall be deemed given if delivered by regular, certified or overnight mail to the Property address as it appears in this Agreement.

14. Severability: To the extent that any word, phrase, clause, or sentence of this Agreement shall be found to be illegal or unenforceable for any reason, such word, phrase, clause, or sentence shall be modified or deleted in such a manner so as to make the Agreement, as so modified, legal and enforceable under applicable law, provided that, should such modification or deletion materially diminish the benefit of this Agreement to either Loan Servicer, in its sole discretion and election, or Borrowers, in their sole discretion and election, the Agreement shall, only after written notice given by the electing party to the other party, be of no force or effect and the relationship of Loan Servicer and Borrowers shall be entirely governed by the provisions of the Loan Documents.

NOTICE TO BORROWERS WITH ADJUSTABLE-RATE LOANS: For Borrowers with an adjustable-rate loan, please read this notice carefully. In accordance with subparagraphs 12(a) and (b) of this Agreement, you (Borrowers) understand that the Loan is modified from an adjustable-rate loan to a fixed-rate loan. An adjustable-rate loan differs from a fixed-rate loan. With a fixed-rate loan, the interest rate stays the same during the life of the loan. With an adjustable-rate loan, the interest rate changes periodically, in relation to an index and a margin, and Payments may go up or down accordingly. **IF INTEREST RATES DECREASE, AN ADJUSTABLE-RATE LOAN COULD BE LESS EXPENSIVE OVER A LONG PERIOD THAN A FIXED-RATE LOAN. YOU UNDERSTAND THAT BY MODIFYING THIS LOAN TO A FIXED-RATE LOAN, YOU ARE FOREGOING THIS POTENTIAL ADVANTAGE.**

IN WITNESS WHEREOF, the undersigned has/have caused this Agreement to be executed as of the date first above written.

Borrower: _____

Borrower: _____

Dated: _____

Dated: _____

Loan Modification Agreement Schedule A

Name of Borrower(s): [REDACTED]

Loan Number: [REDACTED]

DESCRIPTION OF TOTAL AMOUNT DUE	AMOUNT DUE
Current Principal Balance	\$108,694.30
Total Amount Capitalized	\$4,765.01
NEW PRINCIPAL BALANCE	\$113,459.31

BALLOON LOAN DISCLOSURES (if applicable)

Amortizing Amount	\$113,459.31
Deferral Amount	\$0.00
Total Balloon Payment*	\$0.00

*The Balloon Payment is subject to change if your loan contains a variable rate feature.

ITEMIZATION OF AMOUNT DUE

	Deferred Amount	Total Due
Delinquent Interest		
From 2/1/2008		
To 7/31/2009		\$3,890.64
Attorney Fee/Costs	\$0.00	\$0.00
Delinquent Taxes / Unpaid Insurance	\$0.00	\$1,811.12
Modification Fee / Document Preparation Fee / Title Property Report (if applicable)	\$0.00	\$0.00
Property Preservation	\$0.00	\$0.00
Property Inspection	\$0.00	\$0.00
Broker Price Opinion (BPO) (Estimated Value of Property)	\$0.00	\$100.00
Borrower Interview	\$0.00	\$0.00
Interest on Secured Advances (AHMSI paid funds on behalf of borrower)	\$0.00	\$0.00
Late Charges	\$0.00	\$183.76
Demand Fee	\$0.00	\$0.00
Fax Fee	\$0.00	\$0.00
Non-Sufficient Funds (NSF) (Returned Check Fees)	\$0.00	\$0.00
TOTALS	\$0.00	\$8,105.01
	Borrower Contribution	\$1,360.00
	Mortgage Insurance Contribution	\$0.00
	Total Deferred Amount	\$0.00
	Amount towards 1st payment due	\$0.00
	Total Amount Capitalized	\$4,765.01

New Principal and Interest Payment Effective: **	8/1/2009	\$883.69
Monthly Tax Payment ***		\$178.84
Monthly Insurance Payment ***		\$41.17
Monthly Mortgage Insurance Payment		\$0.00
Total Payment		\$883.69

** If your loan contains a variable rate feature, your monthly principal and interest payment is subject to change based on the terms of the Note and Modification Agreement.
*** Includes estimated amount for the monthly escrow payment (which is subject to change).

Borrower Initials here: _____
Non-Obigor Initials here: _____

Loan Modification Agreement Schedule A

Name of Borrower(s) [REDACTED]

Loan Number: [REDACTED]

DESCRIPTION OF TOTAL AMOUNT DUE	AMOUNT DUE
Current Principal Balance	\$108,884.50
Total Amount Capitalized	\$4,765.01
NEW PRINCIPAL BALANCE	\$113,649.51

BALLOON LOAN DISCLOSURES (if applicable)

Amortizing Amount	\$113,649.51
Deferral Amount	\$0.00
Total Balloon Payment*	\$0.00

*The Balloon Payment is subject to change if your loan contains a variable rate feature.

ITEMIZATION OF AMOUNT DUE

ITEMIZATION OF AMOUNT DUE	Deferred Amount	Total Due
Delinquent Interest - From 2/1/2009 To 7/31/2009		\$3,890.94
Attorney Fee/Costs	\$0.00	\$0.00
Delinquent Taxes / Unpaid Insurance	\$0.00	\$1,811.02
Modification Fee / Document Preparation Fee / Title Property Report (if applicable)	\$0.00	\$0.00
Property Preservation	\$0.00	\$0.00
Property Inspection	\$0.00	\$0.00
Broker Price Opinion (BPO) (Estimated Value of Property)	\$0.00	\$100.00
Borrower Interview	\$0.00	\$0.00
Interest on Secured Advances (AMHSI paid funds on behalf of borrower)	\$0.00	\$0.00
Late Charges	\$0.00	\$193.45
Demand Fee	\$0.00	\$0.00
Fax Fee	\$0.00	\$0.00
Non-Sufficient Funds (NSF) (Returned Check Fees)	\$0.00	\$0.00
TOTALS	\$0.00	\$6,105.01
	Borrower Contribution	\$1,250.00
	Mortgage Insurance Contribution	\$0.00
	Total Deferred Amount	\$0.00
	Amount towards total payment due	\$0.00
	Total Amount Capitalized	\$4,765.01

New Principal and Interest Payment Effective to: 9/1/2009	\$883.89
Monthly Tax Payment ***	\$178.94
Monthly Insurance Payment ***	\$41.17
Monthly Mortgage Insurance Payment	\$0.00
Total Payment	\$1,103.99

** If your loan contains an adjustable rate feature, your monthly principal and interest payment is subject to change based on the terms of the Note and Modification Agreement.
*** Includes estimated amount for the monthly escrow payment (which is subject to change).

Borrower Initials here: _____
Non-Obigor Initials here: _____