



Mod Scenario #5

Closed 7/25/2008

Client Summary: Borrower was over \$15,000 behind on the mortgage and had a Trustee Sale Date just 4 days way upon contacting us for assistance.

Loan Summary (pre-mod): 1st TD was at a **7.25% 30 year fixed** with a payment of **\$1,892.59** including tax & insurance.

Loan Summary (post-mod): Rate was modified to **4.25%** and new payment was lowered to **\$1,336.90** with only a small down payment towards the arrearage.

Savings: Total monthly savings is **\$555.69**, yearly savings is **\$6,668.28!**



Customer Care Phone:
Please send payments ONLY to:

1 800-548-7912
PO BOX 78116
PHOENIX, AZ
85062 8116

#BWNJYGP
#8580022007581108#



16912 809 Z 29007 D - BRE PN

MORTGAGE LOAN STATEMENT

Loan Number: [REDACTED]
Statement Date: 10/17/07
Payment Due Date: 11/01/07
Property Address: [REDACTED]

Home Phone #1: (760) 952-3644
Home Phone #2: (000) 000-0000
Business Phone #1: (000) 000-0000
Business Phone #2: (000) 000-0000

Loan Information:

Last Payment Received: 09/17/07
Interest Rate: 7.250%
Principal Balance: \$241,445.18
Escrow/Impound Balance: \$550.96

Amount Due: \$7,816.70



LOAN STATUS

CURRENT PAYMENT DUE BY 11/01/07

Principal & Interest \$1,681.57
+ Escrow/Impound \$211.02
+ Optional Insurance \$0.00

PAST DUE PAYMENTS AND CHARGES

Past Due Payment (e) \$5,677.77
+ Late Charges \$221.34
+ Remand Check Fees \$25.00

Current Payment \$1,892.59

Past Due Payments and Other Charges \$5,924.11

PAYMENTS and CHARGES DUE: \$7,816.70

IMPORTANT MESSAGES

Your last payment was received on September 17, 2007.

If you receive or expect to receive an insurance settlement check for damages to your home, please access www.mylossdraft.com for information on the claim process. When prompted, enter the PIN Number CH1001 to access the Web site. You may also call the Loss Draft Department at 1-866-742-1461 from 8 a.m. to 7 p.m., Eastern Time, with any additional questions.

**VERY IMPORTANT - This is your Mortgage Loan Statement.
Be sure to use the Statement Coupon below to pay your loan payment.**

Our records indicate that your loan is past due. Please remit the full amount of Payments and Charges Due as indicated on the payment coupon below.

Chase Home Finance is attempting to collect a debt and any information obtained will be used for that purpose.

Please refer to the back of this statement for important information about your account.

Chase Direct Check is a quick and convenient payment option. Make sure your payment is made on time, and avoid late fees with one simple phone call. Your mortgage payment will be processed the next business day. To use this service, call Chase Direct Check at 1-800-548-7912. A service fee may apply.



Chase Home Finance LLC
 10790 Rancho Bernardo Rd.
 San Diego, CA 92127-5705
 (877) 838-1882 Ext. 52195 Loss Mitigation Department
 (800) 582-0542 TDD / Text Telephone

June 17, 2008

[REDACTED]
 [REDACTED]
 [REDACTED]

Re: Loan Number [REDACTED] (the "Loan")
 619

Dear Borrower(s):

We are pleased to advise you that your request for a Loan Modification (the "Modification") has been conditionally approved. This letter sets forth the terms and conditions of the Modification that will be applicable to the Note evidencing the Loan, the Mortgage/Deed of Trust or similar security document securing the Loan, and all other documents or instruments executed in connection with the Loan (collectively the "Loan Documents").

I. REASON FOR THE MODIFICATION.

You acknowledge that the Loan is in default, with the payment due for September 1, 2007 and all payments due thereafter, as well as certain other fees and expenses, being unpaid and delinquent. The purpose of this Modification is to resolve the delinquency in your Loan.

Until the date when all requirements and conditions of this letter have been met to our satisfaction (the "Effective Date"), you acknowledge that we may begin and/or continue to pursue collection efforts, including foreclosure, to the extent we deem necessary to preserve our rights under the Loan. You also acknowledge that by proposing this Modification we are not waiving or releasing any current default or delinquency in the Loan.

As of the date of this letter, the principal amount of the Loan outstanding prior to this Modification is \$241,222.34 (the "Principal Balance"). In addition, the following amounts are due and owing (the "Arrearage"):

- | | |
|--|-------------|
| 1. Accrued Interest through July 1, 2008 | \$15,955.38 |
| 2. Past Due Escrow Payments | \$2,321.22 |

3. Late Fees	\$0.00
4. Corporate Advances	\$2,280.35
5. Attorney's Fees and Costs	\$0.00
<u>Total Arrearage:</u>	\$20,556.95

II. CONDITIONS TO THIS MODIFICATION BECOMING EFFECTIVE.

In order for the Modification to be effective, you must perform certain pre-conditions set forth below. Your failure to comply with these conditions within the time required will cause the Modification to be null and void. The conditions to this Agreement are as follows:

You will need to make a good faith down payment in the amount of \$3,100.00 on or before June 25, 2008.

You must sign (in the presence of a notary public) and return the written Modification Agreement that accompanies this letter on or before June 25, 2008. We may elect to record this agreement in the local land records where your property is located.

You must continue to perform each and every other obligation of the Loan Documents.

You will pay us a modification fee of \$0.00 which must be paid on or before the date that the last of any good faith payments is due.

III. TERMS OF THE MODIFICATION

The proposed terms of this Modification are based upon the Arrearage reflected in our records as of the date of this letter, and an estimate of the remaining Arrearage after application of any good faith payments required by this Agreement. Factors such as additional advances, interest rate changes, additional payments on the Loan or returned payments may affect the final terms of the Modification. The final terms of the Modification will be reflected in the Modification Agreement that we will send you before the Effective Date. Provided all pre-conditions to the Modification are complied with, we will modify your Loan on the Effective Date as follows:

The interest rate on the Loan will be 4.2500%. This is a fixed rate that will apply to the Principal Balance (including any capitalized amounts) as of the Effective Date, and will not change for the remaining term of the Loan.

The amount of \$20,556.95, which is the Arrearage remaining after application of any good faith payments, will be capitalized by being added to the Principal Balance of the Loan on the Effective Date, and will accrue interest at the Loan interest rate going forward. (This amount may reflect the application of any unapplied funds currently held by us.)

The maturity date of the Loan will remain unchanged from the present terms of the Loan Documents.

The monthly payment will be determined at the time of finalizing the Modification and will be set at an amount that will fully pay the Principal Balance, together with interest, by the Maturity Date, as amended. We estimate that the initial monthly payment will be \$1,336.90 per month, beginning on the first month following the Effective Date of the Modification. This payment may change if this Modification provides for an interest rate change before the Maturity Date. If your loan also requires monthly escrow payments for taxes and insurance, or payments for additional optional products, those additional amounts will continue to be due each month in accordance with the terms of the Loan.

IV. RELEASE OF LENDER.

In consideration of our willingness to enter into this Modification, each of the undersigned Borrowers agree, jointly and severally, to presently release Chase Home Finance, LLC, JPMorgan Chase Bank, NA, and their affiliates, subsidiaries, officers, directors, employees, investors, agents, attorneys, and each predecessor and successor thereto, from any and all claims, demands, actions, causes of action and liabilities, whether known or unknown, arising out of or in any way connected to the Loan, the Note, or other loan documents. This release is effective upon your execution of this Agreement, and is not conditioned upon your satisfaction of the conditions required by this Agreement.

V. OTHER TERMS.

Any good faith payments will be applied to the Arrearage in such order as we deem appropriate in our sole discretion, which may include application of payments to fees and expenses before principal and interest.

Once all conditions to the Effective Date have been met, your loan will be considered current. However, this will not change or erase any previous negative information reported to any credit bureau in connection with the prior defaults. You acknowledge that we may continue to report your account as past due to various credit bureaus on account of these defaults.

Unless otherwise expressly modified, all other terms and conditions of the Loan and Loan Documents remain unchanged and in full force and effect, including the requirement to pay taxes and maintain insurance on the real estate securing the Loan. This letter agreement shall survive the execution by Borrower of any written Modification Agreement. In the event of any inconsistencies between this letter and the Modification Agreement with regard to interest rate, payments, loan amount or term of the Loan, the Modification Agreement shall control. In all other cases, this letter agreement shall control.

If your Loan was a revolving line of credit, additional advances on the line will not be permitted under the modified Loan terms.

If you have credit insurance, coverage will not extend beyond the original maturity of the Loan.

Failure to return the signed and notarized Modification Agreement and the required payments on or before June 25, 2008 will cause this Agreement to be cancelled and give us the right to immediately resume any collections and/or foreclosure proceedings without further notice to you.

Enclosed for your mailing convenience is one prepaid DHL Envelope to return the signed and notarized Modification Agreement and down payment to Chase Home Finance LLC, at the following address:

Chase Home Finance LLC
CA2-0825
10790 Rancho Bernardo Rd
San Diego, CA 92127

If any Borrower to this Loan is currently under the protections of the automatic stay in a bankruptcy proceeding, or has received a discharge in bankruptcy with regard to any amounts due under the Loan, this Agreement and any related Modification Agreement executed in connection herewith is entered into to evidence your intent to remain in the property and not to impose personal liability for the Loan in violation of any bankruptcy law.

This document impacts your legal rights and you are encouraged to consult with your legal advisor before signing. Except with respect to a Loan currently under protections of the automatic stay in bankruptcy proceeding or a Loan that has received a discharge in bankruptcy, this is an attempt to collect a debt, and any information obtained will be used for that purpose.

Questions? Please call us at (877)838-1882 Extension 52195.

Sincerely,

Loss Mitigation Department
Chase Home Finance, LLC

Acceptance by Borrower(s)

The undersigned, being the Borrower(s) under the Loan identified in the Agreement, in consideration of the proposed Modification terms and conditions set forth above, hereby accept(s) the terms of this Agreement on the date indicated by my/our signature(s).

(Date): _____

(Date): _____

After Recording Return To:
Chase Home Finance, LLC
3415 Vision Drive
Columbus, Ohio 43219

(Space above for Recording Data)

LOAN NUMBER: [REDACTED]

619

MODIFICATION AGREEMENT

This Modification Agreement ("Agreement"), is entered into by ~~Adam [REDACTED]~~, ("Borrower", whether one or more) in favor of Chase Home Finance LLC, successor by merger to Chase Manhattan Mortgage Corporation (which, together with any other subsequent holder or owner of the Loan is hereinafter referred to as "Lender") and modifies the promissory note or credit agreement ("Note") dated September 13, 2005, executed by Borrower in favor of Lender. The Note evidences the indebtedness (the "Loan") owed by Borrower to Lender, in the original principal amount of \$246,500.00, including any subsequent written extensions, renewals, or modifications thereto. The Note is secured by a Mortgage/Deed of Trust or similar security instrument (the "Mortgage") dated September 13, 2005 and filed for record under Book , Vol , Liber , Page , Document No. in the Office of the County Clerk/Real Property Records/Recorder of Deeds of County, California, and more particularly described as follows:

The Mortgage creates a lien or security interest in certain real property described therein and which address is ~~15335 Grand Canyon, Vista, CA 92084~~ (the "Property"). The Note, Mortgage, and any other documents evidencing or securing the Loan are hereinafter referred to as the "Loan Documents." Borrower and Lender have agreed to certain amendments to the Loan Documents, to be effective on July 1, 2008 (the "Effective Date") notwithstanding the date of execution of this Agreement by the Borrower.

For good and valuable consideration, including the mutual promises and agreements contained in this Agreement, Borrower and Lender agree that as of the Effective Date the Loan and Loan Documents are modified as follows:

The unpaid principal balance of the Loan is \$258,679.29, which includes the amount of \$19,998.84 in deferred fees, interest and other charges, which has been capitalized and added to the principal balance evidenced by the Note and secured by the Mortgage, and which Borrower hereby renews and extends and promises to jointly and severally pay to the order of the Lender, together with interest and all other amounts due and payable under the Loan Documents.

The maturity date of the Note and other Loan Documents is October 1, 2035.

The interest rate on the Note will be charged at the rates specified as follows:

The annual rate of 4.2500% for the period from July 1, 2008, to the maturity date of the Loan.

Borrower will make monthly payments of principal and interest on the Note as follows:

Monthly payments of \$1,336.90 beginning on August 1, 2008, and continuing through and including the maturity date of the Loan.

All payments will be made to the following address, or such other address as Lender may direct in writing:

Chase Home Finance, LLC
PO Box 78116
Phoenix, AZ 85062-8116

If this Agreement arises out of a separate letter agreement between Lender and Borrower with respect to the modified terms of the Loan, such letter agreement expressly survives execution, delivery and recording of this Agreement. Except as expressly modified by the terms and provisions of this Agreement, each and every term and provision of the Note, Mortgage and any other documents governing, evidencing, security or pertaining to the Loan are hereby ratified and confirmed and shall remain in full force and effect. Upon request of Lender, Borrower agrees to execute or procure and deliver to Lender such other and further documents and instruments as shall be reasonably requested by lender to better evidence and perfect the modification transaction contemplated by this Agreement, including, but not limited to, such actions as shall be necessary (a) to record this Agreement and any related instrument, document or agreement; (b) to cause an insurer satisfactory to Lender to issue a mortgagee policy of title insurance, or endorsement thereto, with respect to the lien of the Mortgage in form satisfactory to Lender; and (c) to satisfy appraisal, flood, insurance and other legal requirements under the terms of the Note and Mortgage and applicable law and/or in accordance with Lender's policies and procedures.

Any individual who signs this Agreement as Borrower but has not previously executed the Note is executing this Agreement only to mortgage, grant and convey such person's interest in the Property under the terms of this Agreement and the Mortgage.

[Signatures continue on following pages]

EXECUTED on the date set forth in the acknowledgements, and effective as of the Effective Date.

BORROWER:

Witnesses as to all signatures:

(printed witness name)

(printed witness name)

LENDER:

Chase Home Finance LLC, successor by merger to Chase Manhattan Mortgage Corporation

By: _____

(printed name and title)

Witnesses as to all signatures:

(printed witness name)

(printed witness name)

ACKNOWLEDGEMENT(S) OF BORROWERS

STATE OF _____
COUNTY OF _____

Before me, a Notary Public, in and for said County, personally appeared the above named _____
_____ and _____ who, being personally known to me acknowledged that he/she did sign the
foregoing instrument, and that the same is his/her free act and deed.

In Testimony Whereof, I have hereunto subscribed my name and affixed my official seal at
_____, this _____ day of _____, 20_____.

Notary Public

My commission expires: _____

ACKNOWLEDGEMENT OF LENDER

STATE OF _____
COUNTY OF _____

Before me, a Notary Public, in and for said County, personally appeared the above named
_____, the _____ of the Lender identified in this
Agreement, who, being personally known to me acknowledged that he/she did sign the foregoing
instrument for and on behalf of such Lender, and that the same is his/her free act and deed.

In Testimony Whereof, I have hereunto subscribed my name and affixed my official seal at
_____, this _____ day of _____, 20_____.

Notary Public

My commission expires: _____

This instrument prepared by: _____, Chase Home Finance,
LLC, Servicing Agent.

AGREEMENT TO CORRECT DOCUMENTATION AND PAY FEES AS AGREED:

In consideration of Lender agreeing to modify the loan secured by the property located at [REDACTED], and regardless of the reason for any loss, misplacement or inaccuracy on any loan modification documentation, Borrower(s) agrees that if any document is lost, misplaced, misstated or inaccurately reflects the true and correct terms and conditions of the modified loan, upon request of the Lender, Borrower(s) will execute, acknowledge, initial and deliver to Lender any documentation ("Replacement Documents") Lender deems necessary to replace or correct the lost, misplaced, misstated or inaccurate document(s). Borrower(s) agree to deliver the Replacement Documents within ten (10) days of receipt by Borrower(s) of a written request for such documents. Borrower(s) also agree that upon request Borrower(s) will pay to Lender any sum previously disclosed to Borrower(s) as a cost or fee associated with the modified loan which, for whatever reason, was not previously collected.

REQUEST BY LENDER: Any request under this agreement may be made by the Lender, (including assignees and persons acting on behalf of the Lender) and shall be prima facie evidence of the necessity for same. A written statement addressed to Borrower(s) at the address indicated in the loan documentation shall be considered conclusive evidence of the necessity for the Replacement Documents.

BORROWER LIABILITY: If Borrower(s) fails or refuses to execute, acknowledge, initial and deliver the Replacement Documents or provide the uncollected fees to Lender more than ten (10) days after being requested to do so by Lender, Borrower(s) agree(s) to be liable for any and all loss or damage which Lender sustains thereby, including but not limited to all reasonable attorney fees and costs incurred by the Lender. Borrower(s) understand that Lender is relying on these representations which are a material condition to Lender agreeing to modify the loan.

This agreement shall inure to the benefit of Lender's successors and assigns and is binding upon the heirs, devisees, personal representatives, successors and assigns of Borrower(s).

[REDACTED] Date Date