

Dear Borrower:

We are pleased to advise you that your request for a loan modification is approved. The Loan Modification documents are enclosed for your review and signature.

Enclosed please find two copies of the Loan Modification Agreement. Please sign one copy of the Loan Modification Agreement and initial Schedule A where indicated with the stickers. Please do not sign over the stickers. You can remove the stickers after you have signed the Agreement. Please retain one copy of the Loan Modification for your reference.

Please return the signed documents via overnight mail to us before the date indicated in the Agreement. A self-addressed UPS prepaid envelope is enclosed for your assistance.

If you have any questions concerning the terms of your agreement, please contact your negotiator.

Sincerely,

Loan Closer

THIS COMMUNICATION IS FROM A DEBT COLLECTOR BUT DOES NOT IMPLY THAT AMERICAN HOME MORTGAGE SERVICING, INC., IS ATTEMPTING TO COLLECT MONEY FROM ANYONE WHOSE DEBT HAS BEEN DISCHARGED PURSUANT TO (OR WHO IS UNDER THE PROTECTION OF) THE BANKRUPTCY LAWS OF THE UNITED STATES; IN SUCH INSTANCES, IT IS INTENDED SOLELY FOR INFORMATIONAL PURPOSES AND DOES NOT CONSTITUTE A DEMAND FOR PAYMENT.

Loan Modification Agreement Schedule A

| Name of | Borrower(s): | FLORANCE | |
|---------|--------------|----------|--|
| | | | |
| | | | |

Loan Number: 3

| DESCRIPTION OF TOTAL AMOUNT DUE | AMOUNT DUE |
|---------------------------------|-------------|
| Current Principal Balance | \$31,185.18 |
| Total Amount Capitalizad | \$2,449.19 |
| NEW PRINCIPAL BALANCE | \$33,634.37 |

BALLOON LOAN DISCLOSURES (if applicable)

| Amortizing Amount | \$33,834.37 |
|-------------------------|-------------|
| Deferment Amount | \$0.00 |
| Total Balloon Payment * | \$20,522.77 |

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

| ITEMIZATION OF AMOUNT E | <u>NJE</u> | · | | Deferred Amount | Total Due |
|-----------------------------------|---------------------------|-------------------------------|---|---------------------------------|------------|
| | | | 4 | | |
| Delinquent Interest | From | 10/1/2008 | | | |
| | то∤ | 4/30/2009 | | , | \$2,205.70 |
| Attorney Fee/Costs | | | | \$0.00 | \$0.00 |
| Delinquent Taxes / Unpaid Insura | nce | | | \$0.00 | \$0.00 |
| Modification Fee / Document Prep | paration Fee / Title Pr | operty Report (If applicable) | | \$0.00 | \$0,00 |
| Property Preservation | | | | \$0.00 | \$0.00 |
| Property Inspection | | | | \$0.00 | \$9,60 |
| Broker Price Opinion (BPO) (Estir | nated Value of Prope | rty) | | \$0.00 | \$95.00 |
| Borrower Interview | | | | \$0.00 | \$0.00 |
| Interest on Secured Advances (AF | IMSI peld funds on behalf | of borrower) | | \$0.00 | \$0.00 |
| Late Charges | | | | \$0.00 | \$113.89 |
| Demand Fcc | | | | \$0.00 | \$0,00 |
| Fax Fee | | | | \$0.00 | \$0,00 |
| Non-Sufficient Funds (NSF) (Refu | med Check Fees) | | | \$0.00 | \$25,00 |
| TOTALS | | | | \$0.00 | \$2,449.19 |
| | | | E | forrower Contribution | \$0.00 |
| | | | N | fortgage Insurance Contribution | \$0.00 |
| | | | Г | otal Deferred Amount | \$0.00 |
| | | | | mount towards1st payment due | \$0.00 |
| | | | Ī | otal Amount Capitalized | \$2,449.19 |

| New Principal and Interest Payment Effective : ** 6/1/2009 | \$225.34 |
|--|----------|
| Monthly Tax Payment *** | \$0.00 |
| Not thy Insurance Payment *** | \$0.00 |
| Monthly Mortgage Insurance Payment | \$0.00 |
| To al Payment | \$225.34 |

Wour loan contains an variable rate feature, your monthly principal and interest payment is subject to change based on the terms of the Note and Modification Agreement, in sudge estimated amount for the monthly exercity payment (which is subject to change).

| Borrower Initials here: | | | |
|----------------------------|--|------|--|
| Non-Obligor Initials here: | | | |

- (g) The fees, costs and expenses as set forth in subparagraphs 5(e) and 5(f) above shall be (i) deferred until the Loan is paid in full, (ii) added to the New Principal Balance, and/or (iii) paid by Borrower prior to the Effective Date, all as set forth in Schedule "A."
- (h) In addition to and simultaneously with Borrower's monthly payments of principal and interest as set forth in paragraph 3 above, Borrower shall be required pay to Loan Servicer, until such time as the New Principal Balance and interest on the Amortizing Amount 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 as of the Effective Date 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.
- (i) 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.
- 6. Borrower and Loan Servicer understand, acknowledge and agree that:
 - (a) Time is of the essence of this Agreement, in particular the receipt by Loan Servicer of this Agreement, fully executed by Borrower and the sums due under subparagraphs 5(c) and 5(f) above.
 - benefit of all assignees, successors-in-interest, personal representatives, estates, administrators, heirs, devisees, and legatees of each of the parties hereto.
 - (d) Except as is otherwise provided for herein, this Agreement (along with the Note and Security Instrument) 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.
 - (e) 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.
- 7. 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, 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.
- 8. This Agreement shall be of no force or effect, and no action will be taken by Loan Servicer to cease collection activities relating to the Loan, unless and until Loan Servicer has received this Agreement, fully executed and initialed by Borrower no later than APRIL 24, 2009 . This Agreement is not considered "received" by Loan Servicer unless and until it has been delivered to Loan Servicer at 4875 Belfort Road, Suite #130, Jacksonville, FL 32256 and internally date stamped.

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NOTICE TO BORROWERS WITH ADJUSTABLE RATE LOANS: For Borrowers with an adjustable rate Loan, please read this notice carefully. In accordance with subparagraphs 4(a) and 4(b) of this Agreement, you (Borrower) 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 EXCHANGE FOR THE BENEFIT OF HAVING A FIXED INTEREST RATE FOR THE LIFE OF THE LOAN.

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

| American Home Mortgage | Servicing, Inc. | |
|------------------------|-----------------|--|
| By: Name: Title: | | |
| | | |
| Borrower FLORANCE I | | |
| Borrower | | |
| Borrower | | |
| Вогтоwег | | |

LOAN MODIFICATION AGREEMENT -- Single Family Fixed with Balloon Feature -- AHMSI Instrument First American Loan Production Services First American Real Estate Solutions LLC

Form 4 (02-19-09) (page 5 of 5)

FALPS# NRFIXBALL-5 Rev. 03-12-09