



December 04, 2009

[Redacted]
Wailuku HI 96793

RE: Loan Number [Redacted]

Client 106

Dear [Redacted]

This letter will confirm the formal approval of a loan modification/restructure of your mortgage loan. To facilitate this transaction, it was mutually agreed that a payment of \$316.96 would be required, which will be applied toward the accrued delinquency and other fees and costs that cannot be included in the modification.

Please sign the enclosed loan modification agreement and return it, along with any payment(s) due as reflected in the terms of this letter. If a Truth in Lending Statement is enclosed with your modification agreement, please sign and return all items and the aforementioned payment as disclosure of your interest rate being raised through this modification.

The terms of your modification/restructure are outlined below:

- 1. Due date of first payment: 02/01/2010
- 2. New principal and interest payment amount: \$1,373.81
- 3. *Required escrow payment based on previous analysis: \$83.62
- 4. Estimated new net payment: \$1,457.43
- 5. Modified maturity date: 01/01/2050
- 6. **Interest rate: 2.750%

*(Your Escrow shortage may not be fully included in the modification terms, payment may be subject to an additional increase in the future. The Escrow Department will reanalyze your loan after the terms of the modification are met and you will receive notice regarding any additional increase.)

** (Step rate changes, if applicable, will be reflected in the terms of the loan modification agreement. The interest rate and payment the borrower will pay may change in accordance with the note.)

This proposal is valid for five (5) days from the date of this letter. Therefore, it is imperative the modification agreement(s) be executed and returned in the enclosed, self-addressed, prepaid, express mail envelope along with any payment(s) due as reflected in the terms of this letter. Please note, although approved, the normal servicing process will continue uninterrupted, unless advised otherwise. If you are currently protected under a bankruptcy, this approval is contingent upon your continuing to keep your post-petition mortgage payments current, as well as consent to an order lifting the automatic stay or the voluntary dismissal of your case.

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Loan Number [REDACTED]

Please note that the final paragraph of the modification agreement entitled "CORRECTION AGREEMENT" gives us permission to correct any typographical errors in the modification. You do not have to agree to this portion of the contract in order to enter into the modification. However, if you do, please initial where indicated. Please note that the Correction Agreement does not permit us to change any material terms such as interest rate, modification balance, or monthly payment amount. If we can be of further assistance, please call us at (800)662-3806, Mon - Fri 8am-6pm In Your Time Zone.

Sincerely,

America's Servicing Company

LC374/MKV

This communication is an attempt to collect a debt and any information obtained will be used for that purpose. However, if you have received a discharge of this debt in bankruptcy or are currently in a bankruptcy case, this notice is not intended as an attempt to collect a debt and, this company has a security interest in the property and will only exercise its right as against the property.

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LOAN MODIFICATION AGREEMENT
LOAN NUMBER: 1100122423

THIS LOAN MODIFICATION AGREEMENT made on December 04, 2009, by and between [REDACTED] and (the "Borrower(s)") and America's Servicing Company

W I T N E S S E T H

WHEREAS, Borrower has requested, and America's Servicing Company has agreed, subject to the following terms and conditions, to a modification of the note as follows:

NOW THEREFORE, in consideration of the covenants hereinafter set forth and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, it is agreed as follows (notwithstanding anything to the contrary contained in the Note and Mortgage):

1. BALANCE. As of December 04, 2009, the amount payable under the Note and Mortgage (the "Unpaid Principal Balance") is U.S. \$ 388,000.00.
2. EXTENSION. This agreement hereby modifies the following terms of the Note and Security Instrument described herein above as follows:
 - A. The current due date has been extended from 10-31-09 to 02/01/2010.
 - B. The maturity date has been extended from 06-35 to 01/01/2050.
 - C. The amount of interest to be capitalized will be U.S. \$11,154.99. The modified unpaid principal balance is U.S. \$399,679.21.
 - D. The borrower promises to pay the unpaid principal balance plus interest, to the order of the Lender. Interest will be charged on the unpaid principal balance of U.S. \$ 399,679.21. The borrower promises to make monthly payments of principal and interest of U.S. \$ 1,373.81, at a fixed yearly rate of 2.750%, not including any escrow deposit, if applicable. If on the maturity date the borrower still owes amount under the Note and Security Instrument, as amended by this Agreement, borrower will pay these amount in full on the maturity date.
3. NOTE AND MORTGAGE. Nothing in this Agreement shall be understood or construed to be a satisfaction or release, in whole or in part of the Borrower's obligations under the Note or Mortgage. Further, except as otherwise specifically provided in this Agreement, the Note and Mortgage will remain unchanged, and borrower and America's Servicing Company will be bound by, and shall comply with, all of the terms and provisions thereof, as amended by this Agreement.

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Loan Modification Agreement
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Loan Number [REDACTED]

CORRECTION AGREEMENT. The undersigned borrower(s), for and in consideration of the approval, closing and funding of this Modification, hereby grants America's Servicing Company, as lender, limited power of attorney to correct and/or initial all typographical or clerical errors discovered in the Modification Agreement required to be signed. In the event this limited power of attorney is exercised, the undersigned will be notified and receive a copy of the document executed or initialed on their behalf. This provision may not be used to modify the interest rate, modify the term, modify the outstanding principal balance or modify the undersigned's monthly principal and interest payments as modified by this agreement. Any of these specified changes must be executed directly by the undersigned. This limited power of attorney shall automatically terminate in 120 days from the closing date of the undersigned's Modification. _____ (Borrower Initial)

By signing this Agreement I hereby consent to being contacted concerning this loan at any cellular or mobile telephone number I may have. This includes text messages and telephone calls including the use of automated dialing systems to contact my cellular or mobile telephone. You will not be billed by your cellular or mobile carrier for any text messages you may receive from America's Servicing Company, however any calls we place to your cellular or mobile phone will incur normal airtime charges assessed by your mobile carrier.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as the date first above written.

Borrower/Date

Borrower/Date

Borrower/Date

Borrower/Date

America's Servicing Company (the "Lender")

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