



Lissette German <lissetteg@yourfastmod.org>

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## successful loan modification

1 message

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Lissette German <lissetteg@yourfastmod.org>

Fri, Jul 10, 2009 at 2:58 PM

To: office@amerihopealliance.com

1. CW
2. HI
3. 6.75% fixed, PITI \$450.00, 10 payments behind. \$7249.77 behind.
4. 1st offer was a payment plan requesting \$5,000.00 and monthly payments of \$487.00. Loan modification approval. No money down, 1st payment September 1, 2009. \$448.11 PITI new interest rate of 6.375 fixed for the life of the loan.

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Lissette C. German  
Loss Mitigator  
Home Retention  
866.558-240█  
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**Bank of America** 

**Home Loans**

Attn: Home Retention Division  
BAC Home Loans Servicing, LP  
100 Beecham Drive Suite 104  
Pittsburgh, PA 15205

Notice Date: July 01, 2009

[Redacted]

Kaneohe, HI 96744

[Redacted]

Property Address:

[Redacted]

PHOENIX, AZ 85037

**IMPORTANT MESSAGE ABOUT YOUR LOAN**

We are pleased to advise you that your loan modification has been approved. In order for the modification to be valid, the enclosed documents need to be signed and returned.

The following amounts will be added to your current principal balance, resulting in a modified principal balance of \$60,383.80 prior to your first payment date. The amount added to your loan is:

|            |                   |
|------------|-------------------|
| Interest : | \$3,088.95        |
| Fees:      | \$1,358.02        |
| Escrow:    | <u>\$2,806.80</u> |
| Total:     | \$7,249.77        |

Your new modified monthly payment will be \$448.11, effective with your September 01, 2009 payment. This payment is subject to change if your escrow account is reanalyzed or if you have a step rate, interest only or adjustable rate loan type. Your current interest rate is 6.375%. This Agreement will bring your loan current; however, you are still required to pay back the entire unpaid principal by the maturity date for your loan.

A breakdown of your payment is as follows:

|                |                |
|----------------|----------------|
| P&I Payment:   | \$389.26       |
| Escrow:        | <u>\$58.85</u> |
| Total Payment: | \$448.11       |

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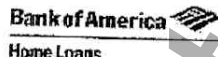
The HOPE Team  
CHL Loan #: 151811445

WDGCSCOV LMS 8120 July 01, 2009  
8020 06/09

WWW.YourFactMod.org

**WHAT YOU SHOULD DO**

Please sign, date and return one (1) complete set of enclosed documents to us in the re-usable Fed-Ex envelope. Please use the return label provided and mail no later than July 31, 2009 to the following address:



BAC Home Loans Servicing, LP Modification, 100 Beecham Drive Suite 104 Pittsburgh, PA 15205

**If you have questions, Loan consultants are standing by from 8:00 AM until 9:00 PM CT Monday through Friday, and 8:00 AM until 3:00 PM CT on Saturday except holidays at 1-877-257-9057.**

This offer is contingent upon BAC Home Loans Servicing, LP receiving relief from the Automatic Stay for any bankruptcy in which the property referred to in the Loan Modification Agreement is included at the time of the modification.

If any issues arise between the date of this commitment and the date on which all of the terms and conditions of this letter are finalized, including, but not limited to, deterioration in the condition of the property, lawsuits, liens, additional expenses and defaulted amount, then we may terminate this offer and pursue all collection actions, including foreclosure.

This Letter does not stop, waive or postpone the collection actions, or credit reporting actions we have taken or contemplate taking against you and the property. In the event that you do not or cannot fulfill ALL of the terms and conditions of this letter no later than July 31, 2009, we will continue our collections actions without giving you additional notices or response periods.

The following documents have been enclosed:

**Modification Agreement** - Must be signed in the presence of a Notary. The notary acknowledgment must be in recordable form. All parties who own an interest in the property must sign the modification agreement as their name appears.

The following documents may have been included if applicable to your loan:

**California All Purpose Acknowledgment** - This document will only be used if the loan modification agreement is being executed in the state of California. It will be utilized by a notary of the state of California in place of the notary section contained in the Loan Modification Agreement.

**Bankruptcy Disclosure** - All parties who own an interest in the property must sign the Bankruptcy Disclosure as their name appears.

**THANK YOU FOR YOUR BUSINESS**

The HOPE Team

BAC Home Loans Servicing, LP is required by law to inform you that this communication is from a debt collector.

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CHL Loan #: 151811445

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**LOAN MODIFICATION AGREEMENT  
(Fixed Interest Rate)**

This Loan Modification Agreement ("Agreement"), made this 1st day of July, 2009, between [redacted] (the "Borrower(s)") and BAC Home Loans Servicing, LP (the "Lender"), amends and supplements (1) the Mortgage, Deed of Trust, or Deed to Secure Debt (the "Security Instrument"), dated the 15th day of November, 2008 in the amount of \$65,000.00, and (2) the Note secured by the Security Instrument, which covers the real and personal property described in the Security Instrument and defined therein as the "Property", located at: [redacted], PHOENIX, AZ 85037.

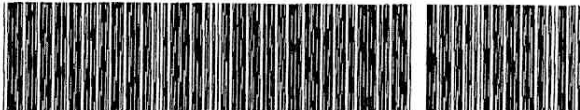
The real property described being set forth as follows:

**SAME AS IN SAID SECURITY INSTRUMENT**

In consideration of the mutual promises and agreements exchanged, the parties hereto agree as follows (Notwithstanding anything to the contrary contained in the Note or Security Instrument):

1. As of the 1st day of August, 2009, the amount payable under the Note or Security Instrument (the "Unpaid Principal Balance") is U.S. \$60,383.80, consisting of the amount(s) loaned to the Borrower by the Lender which may include, but not limited to, any past due principal payments, interest, fees and/or costs capitalized to date.
2. 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 at the yearly rate of 6.375% from the 1st day of August, 2009. The Borrower promises to make monthly payments of principal and interest of U.S. \$389.26 beginning on the 1st day of September, 2009, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on the 1st day of December, 2038 (the "Maturity Date"), the Borrower still owes amounts under the Note and Security Instrument, as amended by this Agreement, the Borrower will pay these amounts in full on the Maturity Date.
3. The Borrower will make such payments at Payment Processing PO Box 10219 Van Nuys, CA 91410 or at such other place as the Lender may require.
4. 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. Except as otherwise specifically provided in this Agreement, the Note and Security Instrument will remain unchanged, and the Borrower and Lender will be bound by, and comply with, all terms and provisions thereof, as amended by this Agreement.
5. In consideration of this Modification, Borrower agrees that if any document related to the Security Instrument, Note and/or Modification is lost, misplaced, misstated, inaccurately reflects the true and correct terms and conditions of the loan as modified, or is otherwise missing, Borrower(s) will comply with Lender's request to execute, acknowledge, initial and deliver to Lender any documentation Lender deems necessary. If the original promissory note is replaced the Lender hereby indemnifies the Borrower(s) against any loss associated with a demand on the original note. All documents Lender requests of Borrower(s) shall be referred to as "Documents." Borrower agrees to deliver the Documents within ten (10) days after receipt by Borrower(s) of a written request for such replacement.

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As evidenced by their signatures below, the Borrower and the Lender agree to the foregoing.

Dated: \_\_\_\_\_

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

On \_\_\_\_\_ before me, \_\_\_\_\_ Notary Public, personally appeared

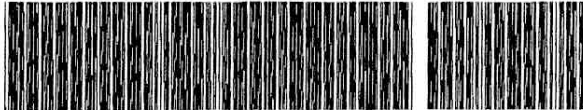
personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature \_\_\_\_\_

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The HOPE Team  
CHL Loan #: 151811445

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