



Loan Number [REDACTED]

CHASE HOME FINANCE LLC (OH4-7353)
3415 VISION DRIVE
COLUMBUS, OH 43219-6009

AUGUST 20, 2010

[REDACTED]
HAMPTON, VIRGINIA 23669**We Want to Help You Stay in Your Home**

Account: [REDACTED] (the "Loan")

Property Address: [REDACTED]
HAMPTON, VIRGINIA 23669 (the "Property")

Dear Mortgagor(s):

Chase Home Finance LLC ("Chase") has reviewed your request for a Loan Modification, and we are pleased to propose a Loan Modification Agreement ("Agreement") for your review and signature. **This Agreement will allow you to bring your Loan current and continue making the new monthly payment for the remainder of the loan term (which may be extended).** For more information regarding the Agreement, please see the following:

Terms of the Agreement

The total amount remaining due to modify your Loan is **\$0.00**. This amount is itemized below. This amount includes late charges, foreclosure fees, property inspection fees, plus any other miscellaneous fees previously discussed. Chase Home Finance LLC reserves the right to adjust this figure and refuse any funds which are insufficient for any reason, including but not limited to additional disbursement(s) made by Chase between the date of this statement and our receipt of the funds.

Initial Payment Contribution	\$	<u>0.00</u>
Less Funds Held in Suspense	\$	<u>0.00</u>
Total due	\$	<u>0.00</u>

If you have submitted two or more NSF checks to Chase within the past six months, certified funds are required for your loan modification payments.

The Unpaid Principal Balance of your Loan will be adjusted as follows:

Current Unpaid Principal Balance	\$	<u>95,831.02</u>
Interest	\$	<u>2,795.05</u>
Escrow Advance ¹	\$	<u>298.59</u>
Recoverable Balance, Foreclosure/Bankruptcy Costs (If applicable) ²	\$	<u>0.00</u>
Less Credits	\$	<u>0.00</u>

¹ Funds that Chase has advanced on your behalf to pay taxes and/or insurance premiums or other escrow items.

² These are servicing expenses and/or fees (such as NSF fees) that have been assessed to your account.

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Loan Number [REDACTED]

Adjusted Unpaid Principal Balance\$ 98,924.66

The new principal and interest payment will be **\$501.24**, plus escrow funds of **\$254.54**, which equals a new total monthly payment amount of **\$755.78**. Please note this amount is subject to change if there is an increase or decrease in your taxes or insurance premiums or other escrow items.

Your new due date, upon returning this signed Agreement, will be **OCTOBER 01, 2010**.

To reduce your mortgage payment, we will extend the term of your mortgage. This means we will spread your payments over a longer period.

The interest rate on your modified Loan will be adjusted as noted in section 2.C of the attached Agreement.

Due to the timing of your tax and insurance payments, there is a shortage of funds in your escrow account in the amount of **\$577.69**. You may pay this amount over a five (5)-year (sixty [60]-month) period. This monthly payment has already been included in the monthly escrow payment stated above. **If you choose to pay the total amount now, we will need to revise the enclosed Agreement and resend it to you reflecting your payment of this escrow shortage.**

The enclosed Agreement includes a payment schedule in Section 2.C showing your payment plan for the life of your modified Loan.

There are no fees or other charges for this Modification.

Flood Notice

If your Modification includes an extension of the maturity date for your Loan and the Property is located in a Special Flood Hazard Area (SFHA), as part of this payment extension process, we are required by law to send you another flood notice confirming your Property's flood status. We are required to do so even though we periodically check to ensure that you have flood insurance. As a result, if you receive this additional notice from us, all you need to do is to immediately sign the Flood Notice Acknowledgment as required, and return it to us. The Modification will not be processed until the signed Acknowledgment is returned.

Please also note that you are responsible for continuing any insurance coverage on your Property beyond the original maturity date of your Loan.

Action Required

To accept this offer, please review the enclosed Modification Agreement, sign and date where indicated, and return the **entire** Agreement (all pages), along with the signed Flood Notice Acknowledgment (if applicable) in the enclosed overnight envelope to the address provided below by **AUGUST 30, 2010**. You should retain an additional copy for your records. If the enclosed Agreement has notary provisions at the end, you must execute both copies of the Agreement before a notary and return notarized copies to us.

Please note this offer may expire if the signed Agreement is not received by the above-referenced date.

Make sure that all persons listed on the modification document signature page(s) sign the agreement. This may include individuals who are shown by our records as being in title to the security property, but who are not obligors on the loan.

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Loan Number [REDACTED]

Overnight Mail/Regular Mail: **CHASE FULFILLMENT SERVICES**
710 S ASH ST, STE 200
MAIL STOP - BAU MOD - 07
GLENDALE, CO 80246-1531

If you have any questions, please contact us at the number provided below. At Chase, we value you as a customer and want to ensure your continued satisfaction.

Sincerely,
Attention Homeowner's Assistance Department
Chase Home Finance LLC
(800) 848-9380
(800) 582-0542 TDD / Text Telephone
(614) 422-7259 Fax

Enclosures

1. Two (2) Copies of Loan Modification Agreement
2. ACH Authorization Form
3. Overnight Return Envelope

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

We may report information about your account to credit bureaus. Late payments, missed payments, or other defaults on your account may be reflected in your credit report.

If you are represented by an attorney, please refer this letter to your attorney and provide us with the attorney's name, address, and telephone number.

To the extent your original obligation was discharged, or is subject to an automatic stay of bankruptcy under Title 11 of the United States Code, this notice is for compliance and/or informational purposes only and does not constitute an attempt to collect a debt or to impose personal liability for such obligation.

FOR CALIFORNIA CUSTOMERS ONLY:

- For California customers, the state Rosenthal Fair Debt Collection Practices Act and the federal Fair Debt Collection Practices Act require that, except under unusual circumstances, collectors may not contact you before 8 a.m. or after 9 p.m. They may not harass you by using threats of violence or arrest or by using obscene language. Collectors may not use false or misleading statements or call you at work if they know or have reason to know that you may not receive personal calls at work. For the most part, collectors may not tell another person, other than your attorney or spouse, about your debt. Collectors may contact another person to confirm your location or enforce a judgment. For more information about debt collection activities, you may contact the Federal Trade Commission at (877) FTC-HELP or www.ftc.gov.

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Loan Number [REDACTED]

LOAN MODIFICATION AGREEMENT

MIN: 100286220080595124

Borrower ("I")¹: [REDACTED]
 Lender ("Lender"): **CHASE HOME FINANCE LLC**
 Date of First Lien Security Instrument (the "Mortgage") and Note (the "Note"): **MARCH 06, 2008**
 Loan Number: [REDACTED] (the "Loan")
 Property Address: [REDACTED] **HAMPTON, VIRGINIA 23669** (the "Property")

"MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns. MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, (888) 679-MERS.

If my representations in Section 1 continue to be true in all material respects, then the provisions of Section 2 of this Loan Modification Agreement ("Agreement") will, as set forth in Section 2, amend and supplement (i) the Mortgage on the Property, and (ii) the Note secured by the Mortgage. The Mortgage and Note together, as may previously have been amended, are referred to as the "Loan Documents." Capitalized terms used in this Agreement have the meaning given to them in the Loan Documents.

I have provided confirmation of my financial hardship and documents to permit verification of all of my income to determine whether I qualify for the offer described in this Agreement. This Agreement will not take effect unless and until the Lender signs it.

1. **My Representations.** I represent to the Lender and agree:
 - A. I am experiencing a financial hardship, and as a result, am either in default under the Loan Documents or a default is imminent.
 - B. The Property is neither in a state of disrepair, nor condemned.
 - C. There has been no change in the ownership of the Property since I signed the Loan Documents.
 - D. I am not a party to any litigation involving the Loan Documents, except to the extent I may be a defendant in a foreclosure action.
 - E. I have provided documentation for **all** income that I earn.
 - F. All documents and information I provide pursuant to this Agreement are true and correct.
2. **The Modification.** The Loan Documents are hereby modified as of **OCTOBER 01, 2010** (the "Modification Effective Date"), and all unpaid late charges are waived. The Lender agrees to suspend any foreclosure activities so long as I comply with the terms of the Loan Documents, as modified by this Agreement. The Loan Documents will be modified, and the first modified payment will be due on the date set forth in this Section 2:
 - A. The Maturity Date will be: **SEPTEMBER 01, 2040.**

¹ If there is more than one Borrower or Mortgagor executing this document, each is referred to as "I". For purposes of this document words signifying the singular (such as "I") shall include the plural (such as "we") and vice versa where appropriate.



Loan Number [REDACTED]

- B. The modified principal balance of my Note will include all amounts and arrearages that will be past due (excluding unpaid late charges) and may include amounts towards taxes, insurance, or other assessments. The new principal balance of my Note is \$98,924.66 (the "New Principal Balance").
- C. The Interest Bearing Principal Balance will re-amortize over 360 months.

Interest will begin to accrue as of **SEPTEMBER 01, 2010**. The first New monthly payment on the New Principal Balance will be due on **OCTOBER 01, 2010**, and monthly on the same date thereafter.

My payment schedule for the modified Loan is as follows:

I promise to pay interest on the New Principal Balance at the rate of 4.500% annually. I promise to make consecutive monthly payments of principal and interest in the amount of \$501.24, which is an amount sufficient to amortize the New Principal Balance over a period of 360 months.

The above terms in this Section 2.C shall supersede any provisions to the contrary in the Loan Documents, including but not limited to provisions for an adjustable or step interest rate.

- D. I agree to pay in full (i) the New Principal Balance, and (ii) any other amounts still owed under the Loan Documents, by the earliest of the date I sell or transfer an interest in the Property, subject to Section 3.E below, the date I pay the entire New Principal Balance, or the Maturity Date.
- E. I will be in default if I do not (i) pay the full amount of a monthly payment on the date it is due, or (ii) comply with the terms of the Loan Documents, as modified by this Agreement. If a default rate of interest is permitted under the current Loan Documents, then in the event of default, the interest that will be due on the New Principal Balance will be the rate set forth in Section 2.C.
3. **Additional Agreements.** I agree to the following:

- A. That this Agreement shall supersede the terms of any modification, forbearance, or workout plan, if any, that I previously entered into with the Lender.
- B. To comply, except to the extent that they are modified by this Agreement, with all covenants, agreements, and requirements of the Loan Documents including my agreement to make all payments of taxes, insurance premiums, assessments, impounds, and all other payments, the amount of which may change periodically over the term of my Loan. This Agreement does not waive future escrow requirements. If the Loan includes collection for tax and insurance premiums, this collection will continue for the life of the Loan.
- C. That the Loan Documents are composed of valid, binding agreements, enforceable in accordance with their terms and are hereby reaffirmed.
- D. That all terms and provisions of the Loan Documents, except as expressly modified by this Agreement, remain in full force and effect; nothing in this Agreement shall be



Loan Number [REDACTED]

understood or construed to be a satisfaction or release in whole or in part of the obligations contained in the Loan Documents; and that except as otherwise specifically provided in, and as expressly modified by, this Agreement, the Lender and I will be bound by, and will comply with, all of the terms and provisions of the Loan Documents.

- E. That, as of the Modification Effective Date, notwithstanding any other provision of the Loan Documents, I agree as follows: If all or any part of the Property or any interest in it is sold or transferred without the Lender's prior written consent, the Lender may, at its option, require immediate payment in full of all sums secured by the Mortgage. However, the Lender shall not exercise this option if federal law prohibits the exercise of such option as of the date of such sale or transfer. If the Lender exercises this option, the Lender shall give me notice of acceleration. The notice shall provide a period of not less than thirty (30) days from the date the notice is delivered or mailed within which I must pay all sums secured by the Mortgage. If I fail to pay these sums prior to the expiration of this period, the Lender may invoke any remedies permitted by the Mortgage without further notice or demand on me.
- F. That, as of the Modification Effective Date, a buyer or transferee of the Property will not be permitted, under any circumstance, to assume the Loan. In any event, this Agreement may not be assigned to, or assumed by, a buyer of the Property.
- G. If any document is lost, misplaced, misstated, or inaccurately reflects the true and correct terms and conditions of the Loan Documents as amended by this Agreement, within ten (10) days after my receipt of the Lender's request, I will execute, acknowledge, initial, and deliver to the Lender any documentation the Lender deems necessary to replace or correct the lost, misplaced, misstated or inaccurate document(s). If I fail to do so, I will be liable for any and all loss or damage which the Lender reasonably sustains as a result of my failure.
- H. All payment amounts specified in this Agreement assume that payments will be made as scheduled.
- I. If the Borrower(s) received a discharge in a Chapter 7 bankruptcy subsequent to the execution of the Loan Documents, the Lender agrees that such Borrower(s) will not have personal liability on the debt pursuant to this Agreement.
- J. That in agreeing to the changes to the original Loan Documents as reflected in this Agreement, the Lender has relied upon the truth and accuracy of all of the representations made by the Borrower(s), both in this Agreement and in any documentation provided by or on behalf of the Borrower(s) in connection with this Agreement. If the Lender subsequently determines that such representations or documentation were not truthful or accurate, the Lender may, at its option, rescind this Agreement and reinstate the original terms of the Loan Documents as if this Agreement never occurred.
- K. That MERS holds only legal title to the interests granted by the Borrower in the mortgage, but, if necessary to comply with law or custom, MERS (as nominee for Lender and Lender's successors and assigns) has the right: to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property; and to take any action required of lender including, but not limited to, releasing and canceling the mortgage Loan.



Loan Number [REDACTED]

L. I acknowledge and agree that if the Lender executing this Agreement is not the current holder or owner of the Note and Mortgage, that such party is the authorized servicing agent for such holder or owner, or its successor in interest, and has full power and authority to bind itself and such holder and owner to the terms of this modification.

THIS WRITTEN LOAN AGREEMENT REPRESENTS THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.

(SIGNATURES CONTINUE ON FOLLOWING PAGES)

WWW.YOURFASTMOD.ORG



Loan Number [REDACTED]

TO BE SIGNED BY BORROWER ONLY

**BORROWER SIGNATURE PAGE TO MODIFICATION AGREEMENT BETWEEN CHASE HOME FINANCE LLC
AND [REDACTED] WITH A MODIFICATION EFFECTIVE DATE OF
OCTOBER 01, 2010**

In Witness Whereof the Borrower(s) have executed this agreement.

[REDACTED SIGNATURE]

Date: 1 1 201

WWW.YOURFASTMOD.ORG



Loan Number [REDACTED]

TO BE SIGNED BY LENDER ONLY

LENDER SIGNATURE PAGE TO YOUR MODIFICATION AGREEMENT BETWEEN CHASE HOME FINANCE LLC AND [REDACTED] WITH A MODIFICATION EFFECTIVE DATE OF OCTOBER 01, 2010

In Witness Whereof, the Lender has executed this Agreement.

CHASE HOME FINANCE LLC

Lender

By: _____

Date: _____

Mortgage Electronic Registration Systems, Inc. – Nominee For Lender

By: _____

Date: _____

WWW.YOURFASTMOD.ORG



Loan Number [REDACTED]

L. I acknowledge and agree that if the Lender executing this Agreement is not the current holder or owner of the Note and Mortgage, that such party is the authorized servicing agent for such holder or owner, or its successor in interest, and has full power and authority to bind itself and such holder and owner to the terms of this modification.

THIS WRITTEN LOAN AGREEMENT REPRESENTS THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.

(SIGNATURES CONTINUE ON FOLLOWING PAGES)

WWW.YOURFASTMOD.ORG



Loan Number [REDACTED]

TO BE SIGNED BY BORROWER ONLY

BORROWER SIGNATURE PAGE TO MODIFICATION AGREEMENT BETWEEN CHASE HOME FINANCE LLC AND [REDACTED] WITH A MODIFICATION EFFECTIVE DATE OF OCTOBER 01, 2010

In Witness Whereof the Borrower(s) have executed this agreement.

[REDACTED]

Date: ____/____/____

WWW.YOURFASTMOD.ORG



Loan Number [REDACTED]

TO BE SIGNED BY LENDER ONLY

LENDER SIGNATURE PAGE TO YOUR MODIFICATION AGREEMENT BETWEEN CHASE HOME FINANCE LLC AND [REDACTED] WITH A MODIFICATION EFFECTIVE DATE OF OCTOBER 01, 2010

In Witness Whereof, the Lender has executed this Agreement.

CHASE HOME FINANCE LLC

Lender

By: _____

Date: _____

Mortgage Electronic Registration Systems, Inc. – Nominee For Lender

By: _____

Date: _____

WWW.YOURFASTMOD.ORG



Loan Number

APPLICATION FOR THE CHASE AUTOMATIC MORTGAGE PAYMENT (ACH) PROGRAM
(Not to be used for Option ARM Loans)

Borrower Name: _____
Property Address: _____
City, State, Zip: HAMPTON, VIRGINIA 23669
Home Phone: () _____ Work Phone () _____ Loan Number: _____

Bank Account Information

Banking Institution Name: _____ ABA/Routing # _____
(9-digit number beginning with 0, 1, 2 or 3)
Bank phone number: _____ (If unsure, contact your bank to verify.)
Account holder's name: _____
____ Checking ____ Savings Account # _____

Automatic Payment Amount

Current Monthly Payment \$ _____ Additional Principal per Draft \$ _____

Automatic Payment (ACH) Withdrawal Date; Your Authorization

You request and authorize us to electronically withdraw the monthly payments plus any additional principal you authorize from your personal bank account on the withdrawal date you choose. The withdrawal date can be up to 9 days past your due date but must be at least 1 day before the last day of the grace period stated in your loan documents. The number of days (0-9) after due date to withdraw payments: _____
If you choose a withdrawal date that is not permitted, or if you do not choose a withdrawal date, we will withdraw the payment on the payment due date.

You should continue to make your loan payments until you receive a letter from us stating that the Automatic Payment Program has been set up. This letter will specify the first withdrawal date and draft amount.

Please review these terms and conditions:

- You understand that this agreement authorizes the transfer of funds to make payments on your loan. You will remain liable for all loan payments due as well as any charges, according to your promissory note, if funds are not properly transferred. You understand that the obligation under your promissory note is independent of this agreement.
- An Automatic Payment (ACH) transaction that falls on a non-business day will be processed on the following business day. Saturday is considered a business day for Automatic Payment (ACH) business purposes.
- You agree to have enough money available in your bank account to cover the payment on the business day before each withdrawal date. If there is not enough money in your account to cover a withdrawal, we can charge a fee plus any late charge that's due. We can try the withdrawal again at any time. If we can't make a withdrawal, you are responsible for making the payment – plus late charges, fees, and other required amounts – directly to us, on time. You are also responsible for any charges made by your own financial institution.
- The payments we withdraw from your personal account include whatever is required under your loan documents, such as principal, interest, escrow payments (escrow includes taxes, property insurance, and mortgage insurance), and optional products. Sometimes these amounts will change under the terms of your loan or optional product agreement. You authorize and request us to change the amount of your automatic payments to the amount due as a result of these changes. In addition to the full payment amount, we'll continue to withdraw any additional principal amounts you've authorized. You cannot make additional escrow payments through this program.
- For interest only loans you agree that payments may vary if you have made any additional payment that was directly applied to the principal balance. In this case, the amount of the automatic payment will be less than the amount transferred in the previous month.



Loan Number [REDACTED]

- If your loan is not current, we can suspend your automatic payments, and you'll be responsible for making your payments directly.
- If you, a co-borrower, or anyone on the title to the property that secures the loan files bankruptcy, we will cancel your automatic payments upon receiving notice of the bankruptcy filing. If this should occur, please contact us at the address or telephone number listed on your loan billing statement for instructions on how payments may be made on the loan.
- To change your automatic payments, (for example, changing the account from which your payment is made, your withdrawal date or additional principal amount), you must send us a written notice, at least 10 days before the next transfer date, to the address below.
- To cancel your automatic payments, you must send us a written notice to the address below. We will process your change by the next transfer date if we receive your request at least 3 business days before the transfer date. Otherwise, the cancellation will take effect on the next following transfer date. If you cancel your automatic payments, you must make your payments directly to us.
- We can change terms or fees or cancel the automatic payment program at any time. If notice is required, we will tell you in writing at your address in our loan records.
- This agreement is governed by United States law. Whenever U.S. law doesn't apply, it operates under Ohio law, ignoring choice-of-law rules.

I hereby acknowledge that I have read this agreement and agree to its terms. I agree to retain a copy for my records.

Date: ____/____/____

Bank Account Holder 1 - [REDACTED]

Distribution: Fax original to 866-282-5682, provide original to customer
For Changes, Questions, or Cancellations please contact: Contact Customer Care (800) 848-9136, or go to Chase.com.

IMPORTANT! Please include a voided check or a savings deposit slip
(do not tape or staple to this form)

WWW.YOURFASTMOD.ORG

