

S A F E G U A R D P R O P E R T I E S , I N C .
 650 SAFEGUARD PLAZA BROOKLYN HEIGHTS OH 44131
 Phone: 1-800-852-8306 Fax : (216) 739-2700

Client : LITTON LOAN SERVICING
 LOSS LOSS MITIGATION

Loan : 15366388 - CV
 Investor # MERS

Property Address:
 [REDACTED]
 [REDACTED]
 [REDACTED]

02/04/09

****DEADLINE: EXECUTED & NOTARIZED MODIFICATION AGREEMENTS MUST BE RETURNED TO LITTON LOAN SERVICING WITHIN SEVEN [7] BUSINESS DAYS OF THE RECEIPT OF THIS PACKAGE****

Dear [REDACTED]:

Safeguard Properties, LLC, is the authorized agent of Litton Loan Servicing LP in the matter of the preparation and transmission of the Loan Modification Agreement which represents the agreed terms of the Loss Mitigation Workout of your loan. This correspondence and the enclosures herewith have originated from this office in order to expedite the closing of your workout. Therefore your immediate attention to the execution and forwarding of your Loan Modification Agreement is required.

Accordingly, we are enclosing the following: 1) Your Loan Modification Agreement in duplicate [Two (2) Agreements]; 2) A Prepaid Priority Mail Flat Rate Envelope addressed to Litton Loan Servicing, Att: Loss Mitigation Department for your convenience to transmit both Loan Modification Agreements to the Loss Mitigation Department for signature and booking at which time your Loss Mitigation Workout is finalized. Please proceed in signing both Agreements exactly as your name is printed and sign before a Notary Public. Leave the Investor-Lender signature page blank. Then merely insert the Agreements in the Self-Addressed Prepaid Priority Mail Flat Rate Envelope, seal the envelope and drop the envelope in a regular United States Mail Box.

If you have any question concerning the Loan Modification Agreement or the execution thereof, please do not hesitate to contact your workout specialist, GEYBI PEREZ at Litton and, when calling, always reference your loan number 15366388.

Eric S. Solowitch
 Eric S. Solowitch, Esq.
 Safeguard Properties, Inc.
 New York State Attorney Number 2757078
 Ph: 800-852-8306. Ext. 1157
 Title Department Fax: 216-739-2730
 Email: eric.s.solowitch@safeguardproperties.com
 cc: Litton Loan Servicing LP: Attention: GEYBI PEREZ

-----(Space Above Line For Recording)-----
When Recorded Mail To:
Safeguard Properties, Inc.
650 Safeguard Plaza
Brooklyn Heights, Ohio 44131
ATTN: Mr. Eric Solowitch

Litton Loan No. 15366388
Investor Loan No: 3083500331
Original Loan Amount: \$181,529.09

LOAN MODIFICATION OF MORTGAGE AGREEMENT

This Loan Modification Agreement ("Agreement"), made this 2nd day of February, 2009, between, ~~Wanda M. Witek, Single~~ Wanda M. Witek, Single ("Borrower") and Mortgage Electronic Registration Systems, Inc. ("Lender"), amends and supplements (1) the Mortgage, Deed of Trust or Deed to Secure Debt ("the Security Instrument") dated July 21, 2007 and recorded as Instrument Number _____ of the Official Records of the Town Clerk's Office of Plainfield, Connecticut (2) the Note bearing the same date as, and 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

**21 PICKETT ROAD
PLAINFIELD, CONNECTICUT 06374
(Property Address)**

The real property described being set forth as follows:

See Schedule "A" Attached Hereto and Made Part Hereof

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 March 1, 2009, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. \$177,892.76 consisting of the amount(s) loaned to the Borrower by the Lender and any interest 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 at the annual interest rate (which will change if applicable) and pay monthly payments of principal and interest in U.S. dollars ("P&I") in accordance with the following schedule.

INTEREST CHANGE DATE	INTEREST RATE	PAYMENT DUE DATE	MONTHLY P&I PAYMENT
<u>03/01/2009</u>	<u>4.620%</u>	<u>04/01/2009</u>	<u>\$977.32</u>

MONTHLY PAYMENTS WILL REMAIN FIXED AT 4.620% FROM 04/01/2009 FOR THE REMAINING TERM OF THE LOAN.

If on May 1, 2035 ("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

The Borrower will make such payments at:

4828 Loop Central Drive
Houston, Texas 77081

or at such other places as the Lender may require

3. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in the Borrower is sold or transferred and the Borrower is not a natural person) without the Lender's prior written consent, the Lender may, at its option, require payment in full of all sums secured by this Security Instrument.

If the Lender exercises this option, the Lender shall give the Borrower notice of acceleration. This notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which the Borrower must pay all sums secured by this Security Instrument. If the Borrower fails to pay these sums prior to the expiration of this period, the Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on the Borrower.

4. The Borrower also will comply with all other covenants, agreements and requirements of the Security Instrument, including without limitation, the Borrower's covenants and agreements to make all payments of taxes, insurance premiums, assessments, escrow items, impounds, and all other payments that the Borrower is obligated to make under the Security Instrument; however, the following terms and provisions are forever canceled, null and void, as of the date specified in paragraph no. 1 above:
 - (a) all terms and provisions of the Note and Security Instrument (if any) providing for implementing or relating to, any change or adjustment in the rate of interest payable under the Note; and
 - (b) all terms and provisions of any adjustable rate rider or other instrument or document that is affixed to, wholly or partially incorporated into or is part of, the Note or Security Instrument and that contains any such items and provisions as those referred to in (a) above.
5. 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 of the terms and provisions thereof as amended by this Agreement.