



Jimmy Sierra <jimmys@yourfastmod.org>

# Successful Loan Modification on 2nd Mortgage!

1 message

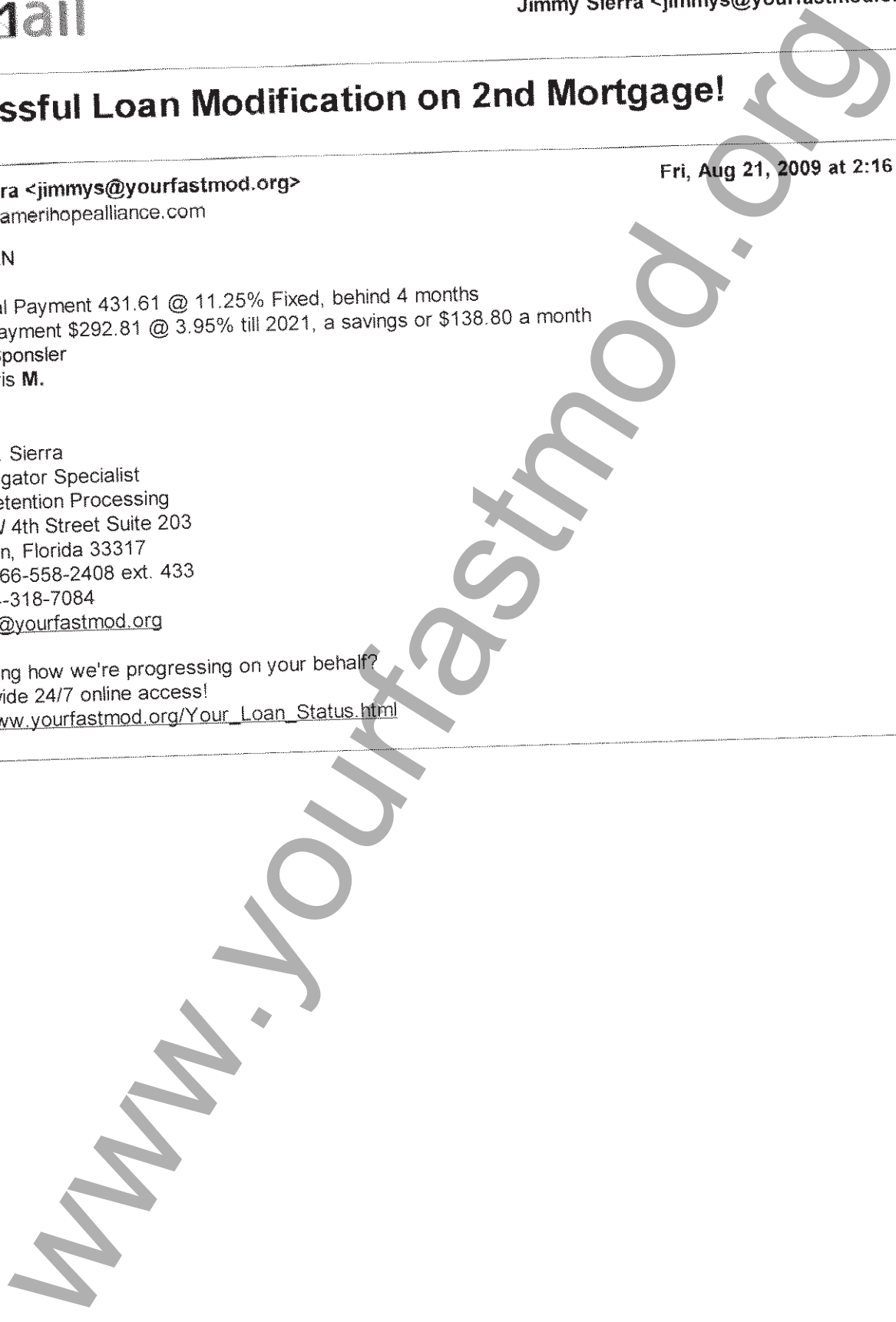
Fri, Aug 21, 2009 at 2:16 PM

Jimmy Sierra <jimmys@yourfastmod.org>  
To: office@amerihopealliance.com

- 1. OCWEN
- 2. CO.
- 3. Original Payment 431.61 @ 11.25% Fixed, behind 4 months
- 4. New payment \$292.81 @ 3.95% till 2021, a savings or \$138.80 a month
- 5. John Sponsler
- 6. Damaris **M.**

--  
 Jimmy R. Sierra  
 Loss Mitigator Specialist  
 Home Retention Processing  
 7501 NW 4th Street Suite 203  
 Plantation, Florida 33317  
 Direct: 866-558-2408 ext. 433  
 Fax: 954-318-7084  
[JimmyS@yourfastmod.org](mailto:JimmyS@yourfastmod.org)

Wondering how we're progressing on your behalf?  
 We provide 24/7 online access!  
[http://www.yourfastmod.org/Your\\_Loan\\_Status.html](http://www.yourfastmod.org/Your_Loan_Status.html)





Return Mail Operations  
P.O. Box 10388  
Des Moines, IA 50306-0388

July 03, 2009



Client: 106

Dear [Redacted]

We would like to take the opportunity to speak with you about the options we offer and may be able to assist you with them at this time. We have made several attempts to contact you to discuss these options but have been unable to reach you by phone.

If you are experiencing financial difficulty, we may have programs that you may qualify for to assist you with bringing your loan current. The above-referenced loan is delinquent for 3 payment(s) for a total of \$5,649.50. We sent several notices to you regarding your account, but have yet to hear from you.

Please call us today at 1-800-662-3806, *Monday through Friday, 8:00 AM to 11:00 PM or Saturday 9:00 AM to 3:00 PM Eastern Time*, to advise us when we will receive your past due payment(s) or to speak with one of our borrower assistance counselors to determine what program best fits your financial needs.

Sincerely,

America's Servicing Company

America's Servicing Company is required by the Fair Debt Collection Practices Act to inform you that if your loan is currently delinquent or in default, as your loan servicer, we will be attempting to collect a debt and any information obtained will be used for that purpose. However if you have received a discharge, and the loan was not reaffirmed in the bankruptcy case, America's Servicing Company will only exercise its right as against the property and is not attempting any act to collect the discharge debt from you personally.





OCWEN Loan Servicing, LLC

INV REL

WWW.OCWEN.COM

**NO COST OFFER!  
HELP US LOWER YOUR INTEREST RATE FOR 5 YEARS!**

8/11/2009



Dear Valued Customer:

In our continuing effort to help preserve homeownership, we are very pleased to present you with this exciting offer. As you know, your referenced mortgage loan is contractually delinquent. In an effort to help you meet your mortgage obligations, we would like to offer you a loan modification. By accepting this loan modification you may receive the following benefits:

1. Your loan would be contractually current upon modification. Your existing past due amounts, including but not limited to interest, escrow advances, collection related fees and costs and late fees would be added to the principal balance of your loan, thus spreading the recovery of such past due amounts over the remaining term of your loan. (Note: Interest would be charged on the new outstanding principal balance.)
2. Your loan would be reported as current on your credit report under the terms of the modification, which may help to improve your credit score.
3. Your interest rate would be set at 3.95% for the next five years. At the end of those five years your rate will change to the rate calculated according to the terms of your original loan documentation.
4. You may be able to avoid certain future late fees from being incurred after modification.

In order to take advantage of this interest rate freeze offer, we must receive the required initial payment of \$292.81, and signed agreement prior to 8/31/2009. Please write your loan number on your check.

**MONEY GRAM**

Receive Code: 2355  
City: Orlando  
State: FL  
Loan Number:

**OVERNIGHT DELIVERY**

Ocwen Loan Servicing LLC  
1661 Worthington Road Suite 100  
West Palm Beach, FL 33409  
Attention: INV REL Modifications

**BY PHONE**

Ocwen Loan Servicing,  
LLC  
(800) 446-2936

In addition, please sign the Loan Modification Agreement and send it via facsimile to 561-682-7134 or via mail to:

Ocwen Loan Servicing, LLC  
Attention: INV REL Modification  
1661 Worthington Rd, Suite 100  
West Palm Beach, FL 33409

We urge you to **ACT NOW** as this opportunity is being offered on a limited basis, and you will not be charged any fees or costs related to this offer. Furthermore, this letter does NOT postpone or cancel any foreclosure sale date on your property. If you have a confirmed sale date and would like to discuss payment options, you must contact us immediately.

If you have any questions regarding this offer, please call us at 1.800.746.2936 and remember "Helping homeowners is what we do."

Regards,

Ronald M. Paris  
President

This communication is from a debt collector attempting to collect a debt;  
any information obtained will be used for that purpose.

INVREL

Ocwen Loan Number: [REDACTED]

### LOAN MODIFICATION AGREEMENT

Ocwen Loan Servicing, LLC ("Ocwen") is offering you this Loan Modification Agreement ("Agreement"), dated 8/11/2009, which modifies the terms of your home loan obligations as described in detail below:

- A. the Mortgage, Deed of Trust, or Security Deed (the "Mortgage"), dated and recorded in the public records of Arapahoe County, and
- B. the Note, of the same date and secured by the Mortgage, which covers the real and personal property described in the Mortgage and defined therein as the "Property", located at [REDACTED]

Pursuant to our mutual agreement to modify your Note and Mortgage and in consideration of the promises, conditions, and terms set forth below, the parties agree as follows:

1. As of the date of this Agreement, the parties agree that the new amount payable under your Note and the Mortgage is \$33,899.43 ("Unpaid Principal Balance"). Upon signing this Agreement, your Note is current and not in default.
2. You promise to make an initial payment in the amount of \$292.81 on or before August 31, 2009, after which you will commence payments of principal and interest in the amount of \$292.81 on October 1, 2009 and continuing on the 1 day of each succeeding month until 11/1/2021.
3. Interest will be charged on the Unpaid Principal Balance at the yearly rate of 3.95% for 5 years beginning with your first payment hereunder. At the end of the five year period, your interest rate will be calculated according to the terms of your original loan documentation and the monthly principal and interest payment will be adjusted accordingly.
4. You will comply with all other covenants, agreements, and requirements of your Mortgage, including without limitation, the covenants and agreements to make all payments of taxes, insurance premiums, assessments, escrow items, impounds, and all other payments that you are obligated to make under the Mortgage, except as otherwise provided herein.
5. You understand and agree that:
  - (a) All the rights and remedies, stipulations, and conditions contained in your Mortgage relating to default in the making of payments under the Mortgage shall also apply to default in the making of the modified payments hereunder.
  - (b) All covenants, agreements, stipulations, and conditions in your Note and Mortgage shall be and remain in full force and effect, except as herein modified, and none of the your obligations or liabilities under your Note and Mortgage shall be diminished or released by any provisions hereof, nor shall this Agreement in any way impair, diminish, or affect any of Ocwen's rights under or remedies on your Note and Mortgage, whether such rights or remedies arise thereunder or by operation of law. Also, all rights of recourse to which Ocwen is presently entitled against any property or any other persons in any way obligated for, or liable on, your Note and Mortgage are expressly reserved by Ocwen.
  - (c) Any expenses incurred in connection with the servicing of your loan, but not yet charged to your account as of the date of this Agreement, are not included in the Unpaid Principal Balance and may be charged to your account after the date of this Agreement.
  - (d) Nothing in this Agreement shall be understood or construed to be a satisfaction or release in whole or in part of your Note and Mortgage.
  - (e) You agree to make and execute such other documents or papers as may be necessary or required to effectuate the terms and conditions of this Agreement which, if approved and accepted by Ocwen, shall bind and inure to your heirs, executors, administrators, and assigns.
  - (f) You understand that this agreement is legally binding and that it affects your rights. You confirm that you have had the opportunity to obtain, independent legal counsel concerning this Agreement and are signing this Agreement voluntarily and with full understanding of its contents and meaning.
  - (g) Corrections and Omissions. You agree to execute such other and further documents as may be reasonably necessary to consummate the transactions contemplated herein or to perfect the liens and security interests intended to secure the payment of the loan evidenced by the Note.
  - (h) That, to the extent required under applicable law, regulation or rule, the implementation of this modification is dependent on Servicer's receipt of an acceptable title endorsement, or similar title insurance product, or subordination agreements from other existing lien holders, as necessary, to ensure that the modified mortgage loan retains its first lien position and is fully enforceable as required.

Ocwen Loan Servicing, LLC

Borrower

By: \_\_\_\_\_

\_\_\_\_\_