



Lissette German <lissetteg@yourfastmod.org>

successful loan modification 2nd Mortgage

1 message

Lissette German <lissetteg@yourfastmod.org>

Tue, Sep 1, 2009 at 10:07 AM

To: office@amerihopealliance.com

1. Ocwen
2. Hawaii
3. three months behind \$2671.43. 8.75% fixed, payment of \$778.65
4. New interest rate for the life of the loan 6.631%, new payment \$587.76, savings of \$190.89 a month
5. Cambia, Darryl/ Scott

—
Lissette C. German
Loss Mitigator
Home Retention Processing
7501 NW 4th Street Suite 203
Plantation, Florida 33317
866.558-2408 #426 (toll free)
954-318-7082(direct facsimile)
lissetteg@yourfastmod.org

Wondering how we're progressing on your behalf?
We provide 24/7 online access!
http://www.yourfastmod.org/Your_Loan_Status.html



Ocwen Loan Servicing, LLC
 P.O. Box 24737
 West Palm Beach, Florida 33416-4737

(Do not send correspondence or payments to the above address.)

WWW.OCWEN.COM

08/31/09



PROPOSED MODIFICATION AGREEMENT

Dear Borrower(s):

Enclosed please find a proposed modification agreement (the "Agreement") on your loan referenced above for your review and consideration.

In order to accept this modification on your loan, you must complete ALL of the following steps **on or before 9/11/09**, ("Due Date"):

1. **SIGN** the bottom of the Agreement on the line(s) for the Borrower(s).
2. **FAX** the fully executed Agreement to:

Attention: Home Retention Department
(407) 737-5693
3. **PAY** the full down payment in the amount of:

\$778.65
[See Payment Instructions Attached]
4. **NEW MONTHLY PAYMENT:**

Principal and Interest Payment	\$576.14
Total (which may or may not include escrow)	\$587.76
	starting on 10/1/09.
5. **SEND** proof of insurance coverage*

(Send proof of insurance ONLY to Escrow Dept. DO NOT include the Agreement.)	Attention: Escrow Department
	Fax: (888)-882-1816
	E-mail: updateinsuranceinfo@ocwen.com

* Proof of insurance and the Agreement must be sent separately to the correct departments using the fax numbers provided above. Failure to send proof of insurance coverage before the Due Date will constitute acceptance of a force placed policy and agreement to pay the costs of such force placed policy, so long as all other items are complete.

Time is of the essence on this offer. If ALL of the items above are not completed by the Due Date, the Agreement shall have no force or effect and any down payment received will be returned to you. Please be advised that Ocwen Loan Servicing, LLC will not delay, postpone or otherwise stop any collection efforts until ALL of the steps above have been completed.

If you have any questions or require additional information, please contact the Home Retention Department directly at (877) 596 - 8580.

Sincerely,

Ocwen Loan Servicing, LLC



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PAYMENT REMITTANCE INFORMATION

1. Make checks payable to Ocwen Loan Servicing, LLC.
2. Always include your loan number with your payment.
3. The down payment must be in the form of certified funds.

OVERNIGHT DELIVERY

(Money Order & Certified Checks Only)

OCWEN LOAN SERVICING, LLC
ATTN: CASHIERING DEPARTMENT
1661 Worthington Road, Suite 100
West Palm Beach, FL 33409

MONEY GRAM

BANK WIRE



BY WUQC

Code City: Ocwen

State: FL

Reference: Loan #

Attn: Home Retention Department,
Home Retention Consultant

Email: Transferfunds@ocwen.com with the details of the wire.

LOAN MODIFICATION AGREEMENT

Ocwen Loan Servicing, LLC ("Ocwen") is offering you this Loan Modification Agreement ("Agreement"), dated 08/31/09, 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 Honolulu 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 94-550 Limihana Place Waipahu, HI 96797.

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. You agree that the new principal balance due under your modified Note and the Mortgage will be \$96,860.00. Upon modification, your Note will become contractually current.
2. You promise to make an initial payment in the amount of \$778.65 on or before 9/11/09, after which you will commence payments of principal and interest in the amount of \$576.14 beginning on 10/1/09 and continuing on the same day of each succeeding month until all amounts owed under the Note and Modification are paid in full.
3. Any payments due for taxes and insurance will be your responsibility in addition to the payments of principal and interest required under the terms of this modification. If this loan is currently escrowed, Ocwen will continue to collect the escrow amounts with your monthly principal and interest payment.
4. Upon Modification, the annual rate of interest charged on the unpaid principal balance of your loan will be 6.6310%. This rate will remain in effect until the maturity date of your loan.
5. You promise to make payments of principal and interest on the same day of each succeeding month until 2/1/21, at which time a final balloon payment in an amount equal to all remaining amounts under the Note and Modification will be due.



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6. 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.
7. If you sell your property, refinance or otherwise payoff your loan during the 12 months following the date of Modification, the Modification will be voidable at the sole option of Ocwen and all amounts owed under the obligations existing prior to the Modification will be due and owing.
8. 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 will also apply to default in the making of the modified payments here under.
 - (b) All covenants, agreements, stipulations and conditions in your Note and Mortgage will remain in full force and effect, except as herein modified, and none of the your obligations or liabilities under your Note and Mortgage will be diminished or released by any provisions hereof, nor will 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 there under 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, may be charged to your account after the date of this Agreement.
 - (d) Nothing in this Agreement will 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, will 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.

Ocwen Loan Servicing, LLC

Darryl Emmett Cambia

By: _____

Jeannie Ann Cambia



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BALLOON DISCLOSURE

The loan modification for which you have applied contains a balloon provision. This means that even if you make all payments full and on time, the loan will not be paid in full by the final payment date. A single balloon payment will be due and payable in full on 2/1/21, provided that all payments are made in accordance with the loan terms and the interest rate does not change for the entire loan term. The balloon payment may vary depending on your payment history, and, if you have an adjustable rate mortgage, any interest rate changes that occur during the life of the loan.

Neither Ocwen Loan Servicing, LLC nor any lender to which your loan is transferred or assigned is under any obligation to finance the amount of the balloon payment. In addition, the value of the real estate securing this loan may change during the term of the loan. On the date the balloon payment becomes due, the value of the real estate may not be sufficient to secure a new loan in an amount equal to the balloon payment.

I/we have read the above disclosure and acknowledge receiving a copy by signing below.

Ocwen Loan Servicing, LLC

Darryl Emmett Cambia

By: _____

Jeannie Ann Cambia

WWW.YOURFASHELP.ORG