



Return Mail Operations  
 PO Box 10388  
 Des Moines, IA 50306-0388

**Monthly Mortgage Statement**

Statement Date 02/23/09  
 Loan Number

**Customer Service**

Online  
 mortgageaccountonline.com

Telephone 800-842-7654  
 Hours of Operation M - F 8 AM - 6 PM in your time zone

Fax 866-453-6315

Payments PO Box 1820 Newark NJ 07101  
 Correspondence PO Box 10328 Des Moines IA 50308

001937 1 MB 0.369

FRAMINGHAM MA 01701-4326

**Important Messages**

Your monthly mortgage payment has not been received. Please make your payment immediately. If you have any questions about your account or are unable to send your payment, please contact one of our loan counselors at 800-842-7654.

**Summary**

Payment (Principal and/or Interest, Escrow)	\$2,578.67
Optional Product(s)	\$0.00
<b>Current Monthly Payment 03/01/09</b>	<b>\$2,578.67</b>
<hr/>	
Overdue Payments 11/01/08 - 02/01/09	\$10,314.68
Unpaid Late Charge(s)	\$0.00
Other Charges	\$30.00
<hr/>	
<b>TOTAL PAYMENT DUE 03/01/09</b>	<b>\$12,923.35</b>

Address  
 FRAMINGHAM MA 01701  
 Unpaid Principal Balance \$264,694.91  
 (Contact Customer Service for your payoff balance)  
 Interest Rate 9.375%  
 Interest Paid Year-to-Date \$4,112.30  
 Taxes Paid Year-to-Date \$840.51  
 Escrow Balance \$139.33

**Activity Since Your Last Statement**

Date	Description	Total	Principal	Interest	Escrow	Late Charge	Other
02/23	PAYMENT	\$2,660.83	\$171.85	\$2,069.27	\$337.55	Unapplied	\$102.16

001937003873 ACSZ0 1037 E T MIC001 1

Please detach and return with your payment



Loan Number  
 Current Monthly Payment Due **\$2,578.67**  
 Total Payment Due 03/01/09 **\$12,923.35**  
 After 03/16/09 Add Late Fee **\$67.23**  
 Total Amount Due After 03/16/09 **\$12,990.58**

Monthly Payment x pmt amt S  
 Additional Principal S

Check here and see reverse for address correction.

Late Charges S

Other Charges S

Additional Escrow S



AMERICA'S SERVICING CO.  
 PO BOX 1820  
 NEWARK NJ 07101-1820



Total Amount Enclosed S  
 (Please do not send cash)



**HOME AFFORDABLE MODIFICATION AGREEMENT  
(Step Two of Two-Step Documentation Process)**

Borrower ("Borrower") \_\_\_\_\_ And  
Lender or Servicer ("Lender"): America's Servicing Company  
Date of first lien mortgage deed of trust, or security deed ("Mortgage") and Note ("Note"): 02/21/2006  
Loan Number: \_\_\_\_\_  
Property Address (and Legal Description if recordation is necessary) ("Property") \_\_\_\_\_

FRAMINGHAM, MA 01901

If my representations in Section 1 continue to be true in all material respects, then this Home Affordable Modification Agreement ("Agreement") will, as set forth in Section 2, amend and supplement (1) the Mortgage of the Property, and (2) the Note secured by the Mortgage. The Mortgage and Note together, as they may previously have been amended, are referred to as the Loan Documents. Capitalized terms used in this Agreement and not defined have the meaning given to them in Loan Documents.

I understand that after I sign and return two copies of this Agreement to the Lender, the Lender will send me a signed copy of this Agreement. This agreement will not take effect unless the preconditions set forth in Section 2 have been satisfied.

**My Representations.** I certify, represent to Lender and agree:

- A. I am experiencing a financial hardship, and as a result, (i) I am in default under the Loan Documents, and (ii) I do not have sufficient income or access to sufficient liquid assets to make the monthly mortgage payments now or in the near future;
- B. I live in the Property as my principal residence, and the Property has not been condemned;
- C. There has been no change in the ownership of this Property since I signed the Loan Documents;
- D. I have provided documentation for all income that I receive (and I understand that I am not required to disclose child support or alimony unless I chose to rely on such income when requesting to qualify for the Home Affordable Modification program ("Program"));
- E. Under penalty of perjury, all documents and information I have provided to Lender in connection with this Agreement, including the documents and information regarding my eligibility for the Program are true and correct;
- F. Lender requires me to obtain credit counseling in connection with the Program, I will do so; and
- G. I have made or will make all payments required under a Trial Period Plan or Loan Workout Plan.

**Acknowledgements and Preconditions to Modification.** I understand and acknowledge that:

- A. If prior to the Modification Effective Date as set forth in Section 3 the Lender determines that my representations in Section 1 are no longer true and correct, the Loan Documents will not be modified and this Agreement will terminate. In this event, the Lender will have all of the rights and remedies provided by the Loan Documents; and

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.

B. I understand that the Loan Documents will not be modified unless and until (i) I receive from the Lender a copy of this Agreement signed by the Lender, and (ii) the Modification Effective Date (as defined in Section 3) has occurred. I further understand and agree that the Lender will not be obligated or bound to make any modification of the Loan Documents in fail to meet any one of the requirements under this Agreement.

The Modification, if my representations in Section 1 continue to be true in all material respects and all preconditions to the modification set forth in Section 2 have been met, the Loan Documents will automatically become modified on 01/01/2010 (the "Modification Effective Date") and all unpaid late charges that remain unpaid will be waived. I understand that if I have failed to make any payments as a precondition to this modification under a workout plan or trial period plan, this modification will not take effect. The first modified payment will be due on 02/01/2010.

A. The new Maturity Date will be: 07/01/2041.

B. The modified principal balance of my Note will include all amounts and arrearages that will be past due as of the Modification Effective Date (including unpaid and deferred interest, fees, escrow advances and other costs, but excluding unpaid late charges, collectively "Unpaid Amounts") less any amounts paid to the Lender but not previously credited to my Loan. The new principal balance of my Note will be \$295,627.20 (the "New Principal Balance"). I understand that by agreeing to add the Unpaid Amounts to the outstanding principal balance, the added Unpaid Amounts accrue interest based on the interest rate in effect under this Agreement. I also understand that this means interest will now accrue on the unpaid interest that is added to the outstanding principal balance, which would not happen without this Agreement.

C. Interest at the rate of 2.000% will begin to accrue on the New Principal Balance as of 01/01/2010 and the first new monthly payment on the New Principal Balance will be due on 02/01/2010. My payment schedule for the Modified Loan is as follows:

Years	Interest Rate	Interest Rate Change Date	Monthly Principal and interest Payment	Monthly Escrow Payment Amount	Total Monthly Payment	Payment Begins On	Number of Monthly Payments
5	2.000	01/01/2010	\$1,054.57	384.42	1,439.19	02/01/2010	60
6	03.0000	04/01/2015	\$1,187.07	Adjusts Annually	Adjusts Annually after 1 year	02/01/2015	12
7	04.0000	01/01/2016	\$1,323.66	Adjusts Annually	Adjusts Annually	02/01/2016	12
8-2	05.0000	01/01/2017	\$1,463.62	Adjusts Annually	Adjusts Annually	02/01/2017	294

The escrow payments may be adjusted periodically in accordance with applicable law and therefore my total monthly payment may change accordingly.

The above terms in this Section 3.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.

I understand that, if I have a pay option adjustable rate mortgage loan, upon modification, the minimum monthly payment option, the interest-only or any other payment options will no longer be offered and that the monthly payments described in the above payment schedule for my modified loan will be the minimum payment that will be due each month for the