ASC

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 50306

001937 1 MB 0.369 1937/001937/003873 011 01 ACN5ZQ 106 007

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
Current Monthly Payment 03/01/09	**$2,578.67**
Overdue Payments 11/01/08 - 02/01/09	$10,314.68
Unpaid Late Charge(s)	$0.00
Other Charges	$30.00
TOTAL PAYMENT DUE 03/01/09	**$12,923.35**

Property Address
40 N LN
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	$2,680.83	$171.85	$2,069.27	$337.55	Unapplied	$102.16

001937/003873 ACN5ZQ 1937 ETM1C001 1

ASC

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**

Check here and see reverse for address correction.

Monthly Payment x pmt amt	A	$.
Additional Principal	B	$.
Late Charges	C	$.
Other Charges	D	$.
Additional Escrow	E	$.
Total Amount Enclosed (Please do not send cash)	F	$.

Please specify additional funds. Any additional funds not specified will be applied first to any outstanding charges.

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

106 1100188876 3 10000257867026459012923351289335 0000000027521558864

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HELPING YOU STAY IN YOUR HOME.

MAKING HOME AFFORDABLE

You may be able to make your payments more affordable.
Act now to get the help you need!

ASC
AMERICA'S SERVICING COMPANY

1/15/2010

Loan #:
Property Address:

Dear

Congratulations! You are eligible for a Home Affordable Modification. As previously described, if you comply with the terms of the Home Affordable Modification Trial Period Plan, we will modify your mortgage loan and waive all prior late charges that remain unpaid.

The enclosed Home Affordable Modification Agreement ("Modification Agreement") reflects the proposed terms of your modified mortgage.

How to Accept This Offer:

STEP 1 COMPLETE AND RETURN THE ENCLOSED AGREEMENT BY THE DUE DATE

To accept this offer, you must sign and return both copies of the Modification Agreement to us in the enclosed, pre-paid envelope by **1/29/2010**. If the Modification Agreement has notary provisions at the end, you must sign both copies before a notary public and return the notarized copies to us. We encourage you to make a copy of all documents for your records. If you do not send both signed copies of the Modification Agreement by the above date, you must contact us if you still wish to be considered for this program and have your loan modified.

STEP 2 CONTINUE TO MAKE YOUR TRIAL PERIOD PAYMENTS ON TIME

Be certain to make any remaining trial period payments on or before the dates they are due. If the trial period payments are made after their due dates or in amounts different from the amount required, your loan may not be modified.

To better understand the proposed terms of your modified mortgage, please read the attached summary of your modified mortgage and the Modification Agreement.

We look forward to hearing from you no later than **1/29/2010**.

Sincerely,

Ben Windust
Senior Vice President

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This communication is an attempt to collect a debt and any information obtained will be used for that purpose. However, if you have received a discharge of this debt in bankruptcy or are currently in a bankruptcy case, this notice is not intended as an attempt to collect a debt and, this company has a security interest in the property and will only exercise its rights as against the property.

With respect to loans located in the State of California, 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 or 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 received 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 collections activities, you may contact the Federal Trade Commission at 1-877-FTC-HELP or www.ftc.gov.

The *Making Home Affordable* program was created to help millions of homeowners refinance or modify their mortgages. As part of this program, we – your mortgage servicer – and the Federal Government are working to offer you options to help you stay in your home.

Attachments: Summary of Your Modified Mortgage, Two copies of the Modification Agreement

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SUMMARY	Here is a summary of your modified mortgage.

NEW PRINCIPAL BALANCE. Any past due amounts as of the end of the trial period, including unpaid interest, real estate taxes, insurance premiums, and certain assessments paid on your behalf to a third party, will be added to your mortgage loan balance. **If you fulfill the terms of the trial period including, but not limited to, making any remaining trial period payments, we will waive ALL late charges that have accrued and remain unpaid at the end of the trial period.**

INTEREST RATE. The interest rate on your modified loan will be adjusted as noted in the attached Modification Agreement in Section 3.C.

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

ESCROW ACCOUNT. The terms of your Modification Agreement require the servicer to set aside a portion of your new monthly payment in an escrow account for payment of your property taxes, insurance premiums and other required fees. Any prior waiver of escrows by your lender is no longer in effect. America's Servicing Company will draw on this account to pay your real estate taxes and insurance premiums as they come due. Please note that your escrow payment amount will adjust if your taxes, insurance premiums and/or assessment amounts change, so the amount of your monthly payment that America's Servicing Company must place in escrow will also adjust as permitted by law. This means that your monthly payment may change. Your initial monthly escrow payment will be **$384.42**. This amount is included in the loan payment noted in Section 3.C. of the enclosed Modification Agreement; you do not need to remit this amount separately.

ESCROW SHORTAGE. Due to the timing of your tax and insurance payments, we have determined that there is a shortage of funds in your escrow account in the amount of **$1,087.20**. You may pay this amount over a 5-year (60 months) period. This monthly payment has already been included in the monthly escrow payment stated above. **If you wish to pay the total shortage now in a lump sum, please contact us. Paying this amount now in a lump sum will reduce your new monthly mortgage payment.**

PAYMENT SCHEDULE. The enclosed Modification Agreement includes a payment schedule in Section 3.C. showing your payment plan for the life of your modified loan after the trial period.

FEES. There are no fees or other charges for this modification.

REPRESENTATIONS. Please read the enclosed Modification Agreement carefully and make sure that you understand it and that the statements set forth in the "My Representations" section are true and accurate. If you have any questions, please contact us at (877) 222-7875.

BORROWER INCENTIVE. If you make your monthly mortgage payments on time, you will accrue a monthly benefit equal to **$83.33** [the lesser of (i) $83.33 or (ii) one-half of the reduction in the monthly mortgage payment]. As long as your mortgage loan does not become 90 days delinquent, we will apply your accrued monthly benefit to your mortgage loan and reduce your principal balance after each of the first through fifth anniversaries of the month in which the Trial Period Plan is executed. If your modified mortgage loan ever becomes 90 days delinquent, you will lose all accrued but unapplied principal reduction benefits and will no longer be eligible to accrue additional principal reduction benefits even if the mortgage loan is later brought current.]

MODIFICATION EFFECTIVE DATE. In the event you do not make the final trial period payment on or before the scheduled due date, as set forth in the Trial Period Plan Agreement, the Modification Effective Date could be delayed one month to the first day of the second month following the final trial period month. For example, if the last trial period payment month is July and we do not receive such payment on or before the July due date, you may not be required to make a payment during August (the "Interim Month"). The modification would then become effective, and the first payment under the Modification Agreement would be due, on September 1st. Please note that during the Interim Month, there would be (i) a delay of one month in the effective date of the modified interest rate, (ii) an increase in the delinquent interest capitalized for the month you were not required to make a payment and (iii) a loss of one month's accrual of the incentive payment.

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

Borrower ("I"):[1]
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"):

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 3, amend and supplement (1) the Mortgage on 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.

1. **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 the 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. If 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.

2. **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

[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.

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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 if I fail to meet any one of the requirements under this Agreement.

3. **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
1-5	2.000	01/01/2010	$1,054.77	384.42 adjusts annually after 1 year	1,439.19 adjusts annually after 1 year	02/01/2010	60
6	03.0000	01/01/2015	$1,187.07	Adjusts Annually	Adjusts Annually	02/01/2015	12
7	04.0000	01/01/2016	$1,323.66	Adjusts Annually	Adjusts Annually	02/01/2016	12
8-32	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

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HARMON LAW OFFICES, P.C.
150 CALIFORNIA STREET
NEWTON, MASSACHUSETTS 02458
MAILING ADDRESS:
P.O. BOX 610389
NEWTON HIGHLANDS, MA 02461-0389
TEL (617) 558-8400
FAX (617) 244-7304
SERVING MASSACHUSETTS, NEW HAMPSHIRE AND RHODE ISLAND

NATHALIE K. SALOMON
(617)
(617)

ZAK LAW OFFICES, PC

January 20, 2010

Re:

This communication is sent to you for settlement purposes. It shall not constitute an admission of liability of American Servicing Company ("ASC"), servicer of the loan, in any manner and should not be construed as such.

In full and final settlement of all issues and claims raised by Lucianna Baptista and Carlos Baptista against ASC in the letter dated May 21, 2009 ("demand letter"), which purports to be a proper demand letter under the provisions of M.G.L. c.93A., ASC offers to Lucianna Baptista and Carlos Baptista a Home Affordable Modification Agreement. I have attached hereto a copy of the Home Affordable Modification Agreement[1].

Please review the same with your clients and let me know whether the terms are acceptable. Please note that this offer will expire on January 29, 2010. Once the parties agree in principal to settle this matter as set forth above, I will send you a Settlement Agreement and General Release for your review, approval and ultimately execution by the parties.

Sincerely yours,

Nathalie K. Salomon, Esq.
Enclosure
Cc: David Zak, Esq.

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[1] The original agreement was mailed to Mr. and Ms. Baptista