



P.O. BOX 6260  
GLEN ALLEN, VIRGINIA 23059-6260

**LOAN STATEMENT**

**LOAN NUMBER:** \_\_\_\_\_  
**STATEMENT DATE:** 12/15/08

Loan Information	Amount
<b>Balances</b>	
Principal Balance:	\$398,905.99
Escrow Balance:	\$3,759.81
Unpaid Late Charges:	\$0.00
Suspense Balance:	\$0.00
<b>Payment Factors</b>	
Interest Rate:	5.50000%
Principal & Interest:	\$2,372.48
Escrow Payment:	\$1,010.94
Optional Insurance:	\$0.00
Other:	\$0.00
<b>Total Payment:</b>	<b>\$3,383.42</b>
<b>Year to Date</b>	
Principal Paid:	\$1,084.51
Interest Paid:	\$20,330.31
Taxes Paid:	\$11,404.25

\*The Principal Balance is NOT the amount required to pay your loan in full.

DERRY NH 03038-5013



Property Address: DERRY NH 03038

Any payments received after the statement date do not appear on this statement.

Transaction Description	Date Due	Tran Date	TRANSACTION ACTIVITY SINCE LAST STATEMENT				Optional Insurance	Fees/Other
			Amount	Principal	Interest	Escrow		
City Tax	11/08	11/18	\$5,744.01			\$5,744.01		
Payment	12/08	12/15	\$3,383.42	\$541.68	\$1,830.80	\$1,010.94		
Principal Pmt	01/09	12/15	\$0.58	\$0.58				

**PAYMENT DUE INFORMATION**

Payment Due Date:	01/01/09	Unpaid Late Charges:	\$0.00	If received after 01/16/09, pay:	\$3,502.04
Current Payment Due:	\$3,383.42	Returned Check Fees:	\$0.00	Includes Late Charge:	\$118.62
Past Due Payments:	\$0.00	Other Fees:	\$0.00		
		Total Amount Now Due:	\$3,383.42		

**IMPORTANT MESSAGES**

**Automatic Loan Payment Program**-When you use this free service, your monthly payment is always on time. And making it is always convenient. There are no checks to write, no coupons to mail, no postage to pay. Instead, your payment is automatically drafted from any account you choose. Automatic Loan Payment manages your payment for you even when you are away from home. For an application, please call Customer Service at 800-234-6002 or visit our Web site at [www.ccomortgage.com](http://www.ccomortgage.com).

**Payment by Phone**-You may electronically withdraw your payment directly from your checking account and post to your mortgage account the same day. You do not have to write a check or leave your home. For complete details and to use this service, call 800-234-6002.

Because your current mortgage is serviced by CCO Mortgage, we are in the perfect position to help you with all of your home financing needs. There are so many ways to take advantage of today's low interest rates - whether you are buying a new house or refinancing to shorten the term of your current loan or to take cash out of the equity in your home. Call 800-288-5569 to get started. We can make the entire process simpler, smoother and faster!

Visit our website at [www.ccomortgage.com](http://www.ccomortgage.com) for detailed loan information and more. QuickAssist is available 24 hours a day, seven days a week. Call 800-234-6002 (have your loan number and Social Security Number ready) Customer Service Representatives can assist you Monday through Friday 9:00 A.M. to 5:00 P.M.

Investor Loan #

After Recording Return To:  
CCO MORTGAGE  
10561 TELEGRAPH ROAD  
GLEN ALLEN, VA 23059



**CCO Mortgage**

10561 Telegraph Road  
Glen Allen, Virginia 23059

This document was prepared by

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

Borrower:  
Lender or Servicer: RES CITIZENS, N.A. / via CITIZENS BANK, N.A. s/b/m to CCO Mortgage Corp.  
Date of first lien: September 21, 2005  
Loan Number:  
Property Address: DERRY NH 03038

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 this 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 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 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 any of my representations in Section 1 are no longer true and correct, the Loan Documents will not be modified and this Agreement will terminate. In that event, the Lender will have all of the rights and remedies provided by the Loan Documents; and

If more than one Borrower or Mortgagee is executing this document, each is referred to as "I." For purposes of this document words denoting the singular (such as "I") shall include the plural (such as "we") and vice versa where appropriate.

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.

**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 December 1, 2009 (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 December 1, 2009.

**A. The new Maturity Date will be: November 1, 2049.**

The modified principal balance of my Note will include all amounts and arrearages that will be paid 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 \$426,200.51. 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 \$79,500.00 of the New Principal Balance shall be deferred (the "Deferred Principal Balance") and I will not pay interest or make monthly payments on this amount. The New Principal Balance less the Deferred Principal Balance shall be referred to as the "Interest Bearing Principal Balance", and this amount is \$351,700.51. Interest at the rate of 2.00% will begin to accrue on the Interest Bearing Principal Balance as of November 1, 2009 and the first new monthly payment on the Interest Bearing Principal Balance will be due on December 1, 2009. My payment schedule for the modified Loan is as follows:**

Years	Interest Rate	Interest Rate Change Date	Monthly Principal and Interest Payment Amount	Estimated Monthly Escrow Payment Amount*	Total Monthly Payment*	Payment Begins On	Number of Monthly Payments
[1-5]	[2.00%]	11/01/2009	\$1,065.04	\$1,374.78 May adjust periodically	\$2,439.82 May adjust periodically	12/01/2009	[60]
[6]	[3.00%]	11/01/2014	\$1,237.33	\$1,330.43 May adjust periodically	\$2,567.76 May adjust periodically	12/01/2014	[12]
[7]	[4.00%]	11/01/2015	\$1,419.19	\$1,330.43 May adjust periodically	\$2,749.62 May adjust periodically	12/01/2015	[12]
[8-40]	[5.00%]	11/01/2016	\$1,609.15	\$1,330.43 May adjust periodically	\$2,939.58 May adjust periodically	12/01/2016	[398]

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