

GMAC Mortgage Account Statement

CUSTOMER INFORMATION

PROPERTY ADDRESS

GMAC Mortgage

Name:
Account Number:
Home Phone #:

Visit us at www.gmacmortgage.com for account information or to apply on-line.

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960811PY
#007242c512749



SHERBORN MA 01770-1424



For information about your existing account, please call: 1-800-766-4622.

For information about refinancing or obtaining a new loan, please call: 1-866-690-8322

Please verify your mailing address, borrower and co-borrower information. Make necessary corrections on this portion of the statement, detach and mail to address listed for inquiries on the reverse side.

Account Information

Account Number
Current Statement Date April 20, 2009
Maturity Date September 01, 2037
Interest Rate 7.75000
Current Principal Balance* \$554,725.36
Current Escrow Balance \$231.73
Interest Paid Year-to-Date \$10,753.45
Taxes Paid Year-to-Date \$4,654.51

Details of Amount Due/Paid

Principal and Interest \$3,582.60
Subsidy/Buydown \$0.00
Escrow \$368.11
Amount Past Due **\$4,450.71**
Outstanding Late Charges \$107.47
Other \$0.00
Total Amount Due \$9,008.89
Account Due Date April 01, 2009

For Customer Care inquiries call: 1-800-766-4622
For Insurance inquiries call: 1-800-256-8982
For Payment Arrangements call: 1-800-850-4622

Account Activity Since Last Statement

Description	Due Date	Tran. Date	Tran. Total	Principal	Interest	Escrow	Add'l Products	Late Charge	Other
City Tax Paid	03/01/09	04/15/09	\$4,654.51			\$4,654.51			

*This is your Principal Balance only, not the amount required to pay the loan in full. For payoff figures and mailing instructions, call the Customer Care number above or you may obtain necessary payoff figures through our automated system (24 hours a day, 7 days a week). See back for automatic payment option information and other payment options.

Important News

This is a reminder that we have not received your current payment and a late charge has been assessed to your account. Please contact us at 800-850-4622 to make payment arrangements.

At this time you have an outstanding late charge balance of \$107.47. Please remit this amount with your payment for a total amount due of \$9,008.89.

See Reverse Side For Important Information

Mail This Portion With Your Payment

Account Number	Due Date	Mortgage Payment	Total Amount Due	Amount Due With Late Fee if Received 16 Days AFTER Due Date	GMAC Mortgage
	04/01/09	\$4,450.71	\$9,008.89	\$4,558.19	

Please assist GMAC Mortgage in applying your payment.

Full Payment(s) \$ _____
ADDITIONAL Principal \$ _____
ADDITIONAL Escrow \$ _____
Late Charge \$ _____
Other Fees (please specify) \$ _____
Total Amount Enclosed \$ _____

Sign here to credit in monthly ACH (See back for details)

GMAC MORTGAGE
PO BOX 9001719
LOUISVILLE KY 40290-1719

Record & Return To:
GMAC Mortgage, LLC
Attention: Loss Mitigation
3451 Hammond Avenue
Waterloo, MA 00702

(Space Above This Line for Recorder's Use)

STEP RATE LOAN MODIFICATION AGREEMENT WITH PRINCIPLE DEFERMENT

(Deferred Payment Disclosure Attached)

Loan Modification Agreement ("Agreement") made this December 1, 2009 ("Effective Date") between (Borrower) and GMAC Mortgage, LLC ("Lender"), amends and supplements that certain promissory note ("Note") dated August 7, 2007 in the original principal sum of Five Hundred Sixty Thousand Dollars and No Cents (\$560,000.00) executed by Borrower. The Note is secured by a Mortgage, Deed of Trust, or Deed to Secure Debt (the "Security Instrument"), dated the same date as the Note and if applicable, recorded on August 7, 2007 with Instrument Number 2007-00147291 in Book 49909 and/or Page Number GMAC Mortgage, LLC of the real property records of MIDDLESEX County, MA. Said Security Instrument covers the real and personal property described in such Security Instrument (the "Property") located at SHERBORN MA 01770, which real property is more particularly described as follows (Legal Description if Applicable for Recording Only)

Borrower acknowledges that Lender is the legal holder and the owner, or agent/servicer for the legal holder and owner, of the Note and Security Instrument and further acknowledges that if Lender transfers the Note, as amended by this Agreement, the transferee shall be the "Lender" as defined in this Agreement.

Borrower has requested, and Lender has agreed, to extend or rearrange the time and manner of payment of the Note and to extend and carry forward the lien(s) on the Property whether or not created by the Security Instrument.

Now, therefore, in consideration of the mutual promises and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the parties hereto agree as follows (notwithstanding anything to the contrary contained in the Note or Security Instrument):

Borrower acknowledges that as of the Effective Date, the amount payable under the Note and Security Instrument (New Principal Balance) is \$503,707.22 and \$80,000.00 of my old principal balance (the balance due prior to the date of this loan modification) shall be deferred (the "Deferred Principal Balance") until the Term of my loan expires (the Maturity Date), or when I payoff my loan at the time when I sell or transfer any interest in my home, refinance the loan, or when the last scheduled payment is due, and the Lender will be under no obligation to refinance my loan. Until I am required to payoff the "Deferred Principal Balance", I will not be required to pay interest or make monthly payments on the deferred amount.

Borrower hereby renews and extends such indebtedness and promises to pay jointly and severally to the order of "Lender" the Principal Balance, consisting of the amount(s) loaned to Borrower by

Lender and any accrued but unpaid interest capitalized to date as applicable, along with any other amounts that may come due under the terms of the original Note and Security Instrument.

PAYMENT SCHEDULE.

- a. Beginning on January 1, 2010 and continuing thereafter on the same day of each succeeding month during Year 1, based on an interest rate of 3.87500, Borrower promises to make monthly principal and interest payments of \$2,466.24.
- b. Beginning on January 1, 2014 and continuing thereafter on the same day of each succeeding month, during Year 2, based on an interest rate of 4.87500, Borrower promises to make monthly principal and interest payments of \$2,721.92.
- c. Beginning on January 1, 2015, and continuing thereafter on the same day of each succeeding month for the remaining Term or until the non-deferred principal balance and accrued interest are paid-in-full, based on an interest rate of 5.00000, Borrower promises to make monthly principal and interest payments of \$2,753.73.

The amounts indicated in this paragraph do not include any required escrow payments for items such as hazard insurance or property taxes; if such escrow payments are required the monthly payments will be higher and may change as the amounts required for escrow items change.

Interest Rate	From	To	P & I Payment
3.87500	December 1, 2009	December 1, 2013	\$2,466.24
4.87500	December 1, 2013	December 1, 2014	\$2,721.92
5.00000	December 1, 2014	September 1, 2037	\$2,753.73

NOTE: If Borrower pays an amount in excess of the scheduled monthly principal and interest payment, that amount will serve to reduce both the non-deferred principal balance and the remaining Term of the loan, but will not cause any of the scheduled principal and interest payments to be re-calculated.

4. If "Lender" has not received the full amount of any monthly payment within the grace period provided for in the original Note or as otherwise provided for by law, Borrower will pay a late payment fee to "Lender" in an amount calculated based on the late charge percentage provided for in the original Note or as otherwise provided for by law, and the monthly payment required under this Agreement, with a maximum as provided for in the Note, or otherwise provided for by law. Borrower will pay this late charge promptly but only once on each late payment. The late charge is not in lieu of any other remedy of Lender, including any default remedy.
5. If on September 1, 2037 (the "Maturity Date"), Borrower still owes any amounts under the Note and Security Instrument, including the "Deferred Principal Balance" as provided for in this Agreement, Borrower will pay these amounts in full on that date. Borrower will make such payments at 3451 Hammond Avenue Waterloo, IA 50702 or at such other place as Lender may require.

It is the intention of the parties that all liens and security interests described in the Security Instrument are hereby renewed and extended (if the Maturity Date of the original Note has been changed) until the indebtedness evidenced by the Note and this Agreement has been fully paid. Lender and Borrower acknowledge and agree that such renewal, amendment, modification, rearrangement or extension (if applicable) shall in no manner affect or impair the Note or liens and security interests securing same, the purpose of this Agreement being simply to modify, amend, rearrange or extend (if applicable) the time and the manner of payment of the Note and indebtedness evidenced thereby, and to carry forward all liens and security interests securing the Note, which are expressly acknowledged by