

# HomeEq Servicing

P.O. BOX 13716  
SACRAMENTO, CA 95853-3716

# ACCOUNT STATEMENT

Statement Date: 06/24/09

Account Number:

### WE'RE HERE FOR YOU

Visit us on the web at [www.homeq.com](http://www.homeq.com) or call Customer Service at 1-877-867-7378 Monday through Friday, 5:00 A.M. - 5:30 P.M., Pacific Time. For your convenience, our automated attendant is available 24 hours a day, seven days a week.

### \*ESTAMOS AQUI PARA SERVIRLO

Para asistencia con preguntas, favor de llamar a nuestro Departamento de Servicio al Cliente al 1-877-867-7378, Lunes a Viernes, 5:00 A.M. - 5:30 P.M., Tiempo Pacifico. Nuestro sistema automatizado esta disponible las 24 horas del dia, siete dias a la semana para su conveniencia.

Property Address: REVERE MA 02151



### AMOUNT DUE EXPLANATION

|   |             |
|---|-------------|
| Principal and Interest Due                        | \$2,734.31  |
| Minimum Monthly Amount-Due By 07/01/09            | \$2,734.31  |
| Amount(s) Past Due-As of 06/24/09                 | \$13,671.55 |
| Late Charge Balance                               | \$447.23    |
| Returned Payment Fees                             | \$0.00      |
| Other Fees  | \$0.00      |
| Advances  | \$112.98    |
| Amount Due*-By 07/01/09                           | \$16,966.07 |
| *Amount Due may not include all fees or advances. |             |

### ACCOUNT INFORMATION

Principal Balance - As of 06/24/09 \$430,922.11  
The Principal Balance does not represent the payoff amount of your account and is not to be used for payoff purposes.

|   |            |
|---|------------|
| Taxes Paid Year-To-Date   | \$0.00     |
| Insurance Paid Year-To-Date   | \$0.00     |
| Interest Paid Year-To-Date  | \$2,696.08 |
| Interest Paid Year-To-Date amount may include amounts not reportable to the Internal Revenue Service (IRS), including deferred interest, negative amortization and/or capitalized interest. |            |

### ACCOUNT STATUS

Your account is now in default. If you have already brought your account current, please accept our thanks. If not, please call us immediately at 1-800-795-5125. We may have a solution for you.

### PROTECT YOUR CREDIT

You are hereby notified that we may report information about your account to credit reporting agencies. Late payments, missed payments, or other defaults on your account may be reflected on your credit report. To dispute information reported to a credit reporting agency, please send a written dispute and any related documentation to the credit reporting agency.

### PLEASE NOTE:

If the Minimum Monthly Payment due on 07/01/09 is not received by 07/16/09, a late charge in the amount of \$82.03 may be assessed to your account.

### \*PAYMENT ACTIVITY

|                              |        |
|------------------------------|--------|
| Principal-Scheduled          | \$0.00 |
| Interest                     | \$0.00 |
| Late Charge(s)/Fees/Advances | \$0.00 |
| Total                        | \$0.00 |

A25555

### IMPORTANT MESSAGES

#### \*Payment Activity Since Last Statement

A payment has not been applied to your account since your last Account Statement was mailed. As a result, activity is not reflected in the Payment Activity section. For payment updates, our automated attendant is available 24 hours a day, seven days a week at 877-867-7378. Or, visit us on the web at [www.homeq.com](http://www.homeq.com) and follow the instructions provided to access your Account History.

#### Automatic Payment Program

Enjoy the convenience of having your monthly payment automatically withdrawn from your banking account each month, FREE of charge. To enroll in HomeEq's Automatic Payment Program (APP), simply call our toll free number 1-877-867-7378. Please have your bank account number and billing statement available.

Detach here and send this COUPON with your payment. Retain top portion for your records. Please do not send correspondence with your payment.

## HomeEq Servicing PAYMENT COUPON

| Amount Due By | Account Number | Amount Due  |
|---------------|----------------|-------------|
| 07/01/09      |                | \$16,966.07 |

Total Amount Enclosed \$

Check here if you are making Address & Phone number corrections on the reverse side.

Make Check Payable To:

HOMEQ SERVICING  
P.O. BOX 70830  
CHARLOTTE NC 28272-0830

30000006203 000000323025940 0000273431

Investor Loan # \_\_\_\_\_

After Recording Return To:  
HomeEq Servicing  
Attn: Mod Imaging-CA3507  
4837 Watt Avenue  
North Highlands, CA 95660

This document was prepared by \_\_\_\_\_

[Space Above This Line For Recording Data]

Account Number:  
Record Number:  
05/14/2010 10:34:08

# HOME AFFORDABLE MODIFICATION AGREEMENT

(Step Two of Two-Step Documentation Process)

Borrower ("I"): \_\_\_\_\_

Lender or Servicer ("Lender"): HomeEq Servicing  
Date of first lien mortgage, deed of trust, or security deed ("Mortgage") and Note ("Note"): 10/26/2004  
Loan Number: \_\_\_\_\_  
Property Address ("Property"): \_\_\_\_\_

REVERE, MA 02151

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.



If more than one Borrower or Mortgagor is 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.

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 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
- 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 07/01/2010 (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 07/01/2010.

- A. The new Maturity Date will be: 06/01/2050.
- 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 \$469,564.88 (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.

Account Number:

Record Number:

05/14/2010 10:34:08

\$52,546.03 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 \$417,018.45. Interest at the rate of 2.000% will begin to accrue on the Interest Bearing Principal Balance as of 06/01/2010 and the first new monthly payment on the Interest Bearing Principal Balance will be due on 07/01/2010. 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   | 2.000%        | 06/01/2010                | \$1,262.84                                    | \$469.04<br>May adjust periodically      | \$1,731.88<br>May adjust periodically | 07/01/2010        | 60                         |
| 6     | 3.000%        | 06/01/2015                | \$1,467.13                                    | May adjust periodically                  | May adjust periodically               | 07/01/2015        | 12                         |
| 7     | 4.000%        | 06/01/2016                | \$1,682.76                                    | May adjust periodically                  | May adjust periodically               | 07/01/2016        | 12                         |
| 8-40  | 4.875%        | 06/01/2017                | \$1,879.11                                    | May adjust periodically                  | May adjust periodically               | 07/01/2017        | 396                        |

\*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 remaining term of the loan. My modified loan will not have a negative amortization feature that would allow me to pay less than the interest due resulting in any unpaid interest to be added to the outstanding principal balance.

D. I will be in default if I do not comply with the terms of the Loan Documents, as modified by this Agreement.

E. If a default rate of interest is permitted under the Loan Documents, then in the event of default under the Loan Documents, as amended, the interest that will be due will be the rate set forth in Section 3.C.

F. I agree to pay in full the Deferred Principal Balance and any other amounts still owed under the Loan Documents by the earliest of: (i) the date I sell or transfer an interest in the Property, (ii) the date I pay the entire Interest Bearing Principal Balance, or (iii) the new Maturity Date.

G. If I make a partial prepayment of Principal, the Lender may apply that partial prepayment first to any Deferred Principal Balance before applying such partial prepayment to other amounts due.

Additional Agreements: I agree to the following:

A. That all persons who signed the Loan Documents or their authorized representative(s) have signed this Agreement, unless (i) a borrower or co-borrower is deceased; (ii) the borrower and co-borrower are divorced and the property has been transferred to one spouse in the divorce decree, the spouse who no longer has an interest in the property need not sign this Agreement (although the non-signing spouse may continue to be held liable for the obligation under the Loan Documents); or (iii) the Lender has waived this requirement in writing.

B. That this Agreement shall supersede the terms of any modification, forbearance, Trial Period Plan or Workout Plan that I previously entered into with Lender.