

Homecomings Account Statement

Homecomings Financial
A GMAC Company

CUSTOMER INFORMATION

Name:

Account Number:
Home Phone #:

PROPERTY ADDRESS
LYNN MA 01902

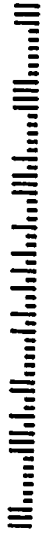
Visit us at www.homecomings.com for account information or to apply on-line.

For questions on the servicing of your account, call 1-800-206-2901.

MESSAGES

This is a reminder that we have not received your current payment. Please call our office to make payment arrangements.

017257 01 29 0001438 200012010107701 MORECX 1 02 0001010120009 14316 HD



LYNN MA 01902-2419

Account Information

Account Number
Current Statement Date January 19, 2009
Maturity Date September 01, 2051
Interest Rate 8.62500
Current Principal Balance* \$293,655.82
Current Escrow Balance \$0.00
Interest Paid Year-to-Date \$0.00
Taxes Paid Year-to-Date \$0.00

Details of Amount Due/Paid

Principal and Interest \$2,165.60
Subsidy/buydown \$0.00
Escrow \$0.00
Additional Products/Services \$0.00
Amount Past Due \$2,165.60
Outstanding Late Charges \$64.96
Other \$0.00
Total Amount Due \$4,396.16
Account Due Date January 01, 2009

Account Activity Since Last Statement

Description	Due Date	Tran. Date	Tran. Total	Principal	Interest	Escrow	Add'l Products	Late Charge	Other

This is your Personal Balance only. Not the entire amount due on this account.

Investor Loan #

After Recording Return To:

GMAC Mortgage, LLC
3451 Hammond Avenue
Watfloo, IA 50702
Custodian ID: W

This document was prepared by GMAC Mortgage, LLC

(Space Above This Line For Recording Data)

MODIFICATION AGREEMENT

Borrower ("I")

Lender ("Lender"): GMAC Mortgage, LLC

Date of first lien Security Instrument ("Mortgage") and Note ("Note"): 08/16/2006

Loan Number:

Property Address [and Legal Description if recodation is necessary] ("Property"):

LYNN MA 01902

If my representations in Section 1 continue to be true in all material respects, then this 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 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 with Instrument Number in Book and/or Page number of the real property records of ESSEX County, MA. Said Security Instrument covers the real and personal property described in such Security Instrument (the "Property") located at LYNN MA 01902, which real property is more particularly described as follows. 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.

(Legal Description - Attached as Exhibit if Recording 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 a modification of the Loan Documents);

If there is more than one Borrower or Mortgagee 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.

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; and, if Lender requires me to obtain credit counseling in connection with the Program, I will so do; and, I have made and will make all payments required under a Trial Period Plan or Loan Workout Plan.

I acknowledge and understand the Acknowledgements and Pre-Conditions to Modification. I understand and acknowledge that:

- A. TIME IS OF THE ESSENCE under this Agreement;
- B. 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
- C. 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 3 have been met, the Loan Documents will automatically become modified on 05/01/2010 (the "Modification Effective Date") and all unpaid late charges that remain unpaid will be waived. The Loan Documents will be modified and the first modified payment will be due on 05/01/2010.

A. The new Maturity Date will be: 01/01/2046.

B. The modified Principal balance of my Note will include all amounts and arrearages that will be past due (excluding unpaid late charges) less any amounts paid to the Lender but not previously credited to my Loan. The new Principal balance of my Note will be 303271.63 (the "New Principal Balance").

C. \$27129.73 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 \$303271.63. Interest at the rate of 4.37500% will begin to accrue on the Interest Bearing Principal Balance as of 4/1/2010 and the first new monthly payment on the Interest Bearing Principal will be due on 05/01/2010. My payment schedule for the modified Loan is as follows:

Interest Rate	Interest Rate Change Date	Monthly Principal and Interest Payment Amount	Monthly Escrow Payment Amount	Total Monthly Payment	Payment Begins On	Payment Ends on
4.37500%	4/1/2010	1399.37	\$364.68, adjusts annually after year 1	1764.05, adjusts annually after year 1	05/01/2010	01/01/2015
4.50000	01/01/2015	1538.91	Adjusts Annually	Adjusts Annually	05/01/2015	01/01/2046

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.