



Chase Home Finance LLC
 10790 Rancho Bernardo Rd.
 San Diego, CA 92127-5705
 (877) 838-1882 Ext. 52195 Loss Mitigation Department
 (800) 582-0542 TDD / Text Telephone

September 16, 2008

[REDACTED]

Re: Loan Number [REDACTED] (the "Loan")

Property Address: [REDACTED]

Dear Borrower(s):

I am writing about a modification to your Loan. The terms of the modification are set forth in the enclosed Modification Agreement. The new payment will be effective **November 1, 2008**, upon satisfaction of the conditions set forth below.

You acknowledge that the Loan is in default, with the payment due for **March 1, 2008** and all payments due thereafter, as well as certain other fees and expenses, being unpaid and delinquent. The purpose of this Modification is to resolve the delinquency in your Loan.

As of the date of this letter and prior to the Modification, the unpaid principal balance of the Loan is **\$619,426.34**. The following Arrearage, less your good faith payment, will be added to the unpaid principal balance of the Loan:

1. Total Interest Payments due through October 1, 2008	\$31,683.68
2. Past Due Escrow Advances	\$0.00
3. Corporate Advances	\$600.00
4. Attorney's Fees and Costs	\$0.00
<u>Arrearage:</u>	\$32,283.68

Note: Corporate Advances are estimated as of the approval date, additional advances may incur between the date of the approval and the date the Loan is modified. Also, the past due principal payments have been excluded from the Arrearage set forth above.

To complete the Loan modification process the following conditions must be met:

- The signed and notarized Modification Agreement must be received no later than **September 30, 2008**, along with a good faith payment in the amount of **\$6,100.00**. This must be made by cashiers or certified check.
- The Modification Agreement is contingent upon receipt of a subordination agreement from any junior lien holders.

This Agreement will be considered null and void if any of the conditions set forth above are not satisfied.

Send all items set forth above to the following address in the prepaid DHL Envelope provided:

Chase Home Finance LLC
CA2-0825
10790 Rancho Bernardo Rd
San Diego, CA 92127-5705

If any Borrower to this Loan is currently under the protections of the automatic stay in a bankruptcy proceeding, or has received a discharge in bankruptcy with regard to any amounts due under the Loan, this Agreement and any related Modification Agreement executed in connection herewith is entered into to evidence your intent to remain in the property and not to impose personal liability for the Loan in violation of any bankruptcy law.

Chase's goal is to provide the highest level of quality service, If you have any questions, please contact the Loss Mitigation Department at (877)838-1882, Extension 52195, Monday through Friday, from 7:00 a.m. to 5:00 p.m., Pacific Time. *This is an attempt to collect a debt. Any information obtained through this communication will be used for that purpose.*

Sincerely,

Loss Mitigation Department

Enclosure(s):

1. Modification Agreement
2. 1 Prepaid Envelope

After Recording Return To:
Chase Home Finance, LLC
3415 Vision Drive
Columbus, Ohio 43219

(Space above for Recording Data)

LOAN NUMBER: [REDACTED]

LOAN MODIFICATION AGREEMENT

This Modification Agreement ("Agreement"), is made as of November 1, 2008 by and between [REDACTED] ("Borrower") and Chase Home Finance LLC, ("Lender") as holder, or as the authorized Servicer for the current holder, of a Loan (the "Loan") evidenced by that certain Promissory Note, including any riders attached thereto, (the "Note") dated April 25, 2006, in the original principal amount of \$624,000.00, and secured by a lien (the "Mortgage"), on that certain property commonly known as [REDACTED] (the "Property") and legally described as:

PARCEL 1:

LOT 30 OF TRACT 28903-1, AS SHOWN BY MAP ON FILE IN BOOK 332, PAGES 18 THROUGH 22, INCLUSIVE, OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY. EXCEPTING AND RESERVING THEREFROM, EASEMENTS FOR MAINTENANCE, ENCROACHMENT, SUPPORT, REPAIR, DRAINAGE AND ALL OTHER PURPOSES AS DESCRIBED IN THE DECLARATION REFERRED TO BELOW. FURTHER EXCEPTING AND RESERVING THEREFROM, IF NECESSARY, A NONEXCLUSIVE EASEMENT ON, OVER, THROUGH, UNDER AND ACROSS ANY COMMON MAINTENANCE AREA DESIGNATED ON SUCH LOT IN THE DECLARATION AND ANY SUPPLEMENTARY DECLARATION FOR THE PHASE IN WHICH THE PROPERTY IS LOCATED, TOGETHER WITH SUCH RIGHTS OF ACCESS AS ARE NECESSARY TO PERFORM THE COMMUNITY ASSOCIATION'S OBLIGATIONS AS SET FORTH IN THE DECLARATION. FURTHER EXCEPTING AND RESERVING THEREFROM, SUCH EASEMENTS DESCRIBED IN THE DECLARATION DESCRIBED BELOW AND THE TRACT MAP OF RECORD REFERENCED ABOVE, AND SUCH OTHER EASEMENTS AS MAY BE OF RECORD AS OF THE DATE HEREOF.

PARCEL 2:

A NON-EXCLUSIVE EASEMENT, IN COMMON WITH OTHER OWNERS, FOR INGRESS, EGRESS, USE AND ENJOYMENT, OVER, IN, TO, AND THROUGHOUT THE COMMUNITY COMMON AREA PURSUANT TO THE TERMS OF THE DECLARATION, WHICH EASEMENT IS APPURTENANT TO THE LOT DESCRIBED ABOVE.

Whereas, at Borrower's request, Lender has agreed to modify the terms of the Note.

Now, therefore, in consideration of the premises and the parties' mutual agreement herein, the parties agree:

1. **Modifications.** The Note will be modified as set forth below upon timely execution of this Agreement by the Borrower, delivery of this Agreement to Lender and satisfaction of all other conditions communicated by Lender to Borrower in writing.

Effective **November 1, 2008**, the unpaid principal balance of the Loan will be increased/decreased from **\$619,426.34** to **\$645,610.02**.

Effective **November 1, 2008**, the balloon term has been removed. Effective this date, the monthly **principal and interest** payment will be **\$3,018.82** for the period from **November 1, 2008** to **October 1, 2013**. Then it will adjust to **\$3,653.17** beginning **November 1, 2013**, through the maturity date of the loan. The new maturity day is **June 1, 2046**. The principal and interest payment does not include any amount for the payment of taxes and/or insurance.

Effective **October 1, 2008**, the interest rate will be **4.6250%** for the period from **October 1, 2008** to **October 1, 2013**. Then it will adjust to **6.2500%** from **October 1, 2013** to the maturity of the loan.

2. **Release and Waiver of Claims.** In consideration of Lender's agreement to enter into this Agreement, Borrower releases Lender (and the holder of the Note if other than Lender) from any and all claims, demands and causes of action of any nature, whether known or unknown, arising out of, connected with or incidental to the Loan.
3. **Conditions.** The modification(s) of Section 1 are subject to the following representations of the Borrower:

Borrower agrees to execute such other documents or papers as may be necessary to effectuate the terms and conditions of this Agreement.

Borrower represents and warrants that other than the Mortgage, the Property is not subject to any liens or encumbrances except for liens previously disclosed to Lender.

Borrower represents that it is the owner of the Property and that it has not sold or otherwise transferred an interest in the Property to any other person or entity.

4. **Other Provisions Unmodified.** Except as expressly modified by the terms of this Agreement, the rights and obligations of parties under the Note and Mortgage shall remain unmodified and in full force and effect.

If, since the inception of the Loan and prior to the date of the Agreement, Borrower received a discharge in bankruptcy without reaffirming the underlying debt, Lender is not attempting to reestablish any personal liability for the loan.

[Signatures continue on following pages]

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

BY SIGNING BELOW, Borrower accepts, acknowledges, and agrees to the terms, conditions, and covenants contained herein.

BORROWER:

Witnesses as to all signatures:

(printed witness name)

(printed witness name)

ACKNOWLEDGEMENT(S) OF BORROWERS

STATE OF _____
COUNTY OF _____

Before me, a Notary Public, in and for said County, personally appeared the above named **Privado C Matilla** and **Margie T Matilla** who, being personally known to me acknowledged that he/she did sign the foregoing instrument, and that the same is his/her free act and deed.

In Testimony Whereof, I have hereunto subscribed my name and affixed my official seal at _____, this _____ day of _____, 20____.

Notary Public

My commission expires: _____