



Countrywide

Home Retention Division

Keeping the dream alive!

October 27, 2008

[REDACTED]

RE: CHLP Loan# [REDACTED]
Property Address: [REDACTED]

Dear [REDACTED]

We are pleased to advise you that your loan modification has been approved. In order for the modification to be valid, the enclosed documents need to be signed, notarized, and returned with the requested certified funds.

The following amounts will be added to your current principal balance, resulting in a modified principal balance of \$477,189.06 prior to your first payment date. The amount added to your loan is:

Interest:	\$2,503.40
Fees:	\$0.00
Escrow:	\$3,457.44
Total:	\$5,960.84

Your new modified monthly payment will be \$1,484.56, effective with your December 1, 2008 payment. This payment is subject to change if your escrow account is reanalyzed or if you have a step rate or adjustable rate loan type. A breakdown of your payment is as follows:

Interest	\$1,292.39
Escrow Items:	\$192.17
Optional Insurance:	\$0.00
Total Payment:	\$1,484.56

The following amounts must be paid in CERTIFIED FUNDS in order for the modification to become effective:

Modification Fee:	\$0.00
Title and Recording Fees:	\$0.00
Delinquent Escrow:	\$0.00
Foreclosure Fees:	\$0.00
Bankruptcy Fees:	\$0.00
Field Inspection Fees:	\$0.00
Outstanding Late Charges:	\$0.00
NSF/Misc. Fees:	\$0.00
Delinquent Mortgage Payment(s):	\$0.00
Modified Mortgage Payment(s):	\$0.00
Partial Payment:	\$0.00
Total Amount Due:	\$0.00

This offer is contingent on the following:

We are able to obtain a lender's title insurance policy or endorsement, which insures the Modified Mortgage as a lien in accordance with our requirements. If you have any other encumbrances on the property, then you may be required to obtain agreements by which other secured creditors subordinate their interests to the Modified Mortgage.



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This offer is contingent upon Countrywide Home Loans Servicing LP receiving relief from the Automatic Stay for any bankruptcy in which the property referred to in the Loan Modification Agreement is included at the time of the modification.

If any issues arise between the date of this commitment and the date on which all of the terms and conditions of this letter are finalized, including, but not limited to, deterioration in the condition of the property, lawsuits, liens, additional expenses and defaulted amount, then we may terminate this offer and pursue all collection action, including foreclosure.

This letter does not stop, waive or postpone the collection actions, or credit reporting actions we have taken or contemplate taking against you and the property. In the event that you do not or cannot fulfill ALL of the terms and conditions of this letter no later than November 6, 2008, we will continue our collections actions without giving you additional notices or response periods.

The following documents have been enclosed:

- ☐ **Modification Agreement** - must be signed in the presence of a notary. The notary acknowledgement must be in recordable form. All parties who own an interest in the property must sign the modification agreement, whether or not they are the "borrower".
- ☐ **Step Rate Modification Addendum** - All parties who own an interest in the property must sign an addendum, whether or not they are a "borrower".
- ☐ **Automatic Payment Application** - must be completed and signed by all the borrowers as this gives Countrywide authorization to automatically withdraw your monthly mortgage payment from your checking account each month. Please be sure to specify the date you would prefer the payment withdrawn.

Please return all of the enclosed documents to us in the enclosed pre-paid FED EX envelope no later than November 6, 2008 together with a certified check or money order (with loan number on the check) in the amount of \$0.00 to the following address:

Countrywide Home Loans Servicing LP
Attn Home Retention Division: SV-HRD S-L
400 Countrywide Way
Simi Valley, CA 93065

We look forward to receiving all of the required documents and funds before the deadline and to restoring your account to a current status. If you have any questions about this letter or the enclosed documents, please call (800) 669-0102.

Home Retention Department

If your loan was in default at the time your loan was acquired by Countrywide Home Loans Servicing LP, please be advised that Countrywide Home Loans Servicing LP is a debt collector, we are attempting to collect a debt and any information Countrywide Home Loans Servicing LP obtains will be used for that purpose.

Loan #: [REDACTED]

-----FOR INTERNAL USE ONLY-----

LOAN MODIFICATION AGREEMENT (Interest Only To Fixed Interest Rate)

This Loan Modification Agreement ("Agreement"), made this 27th day of October 2008, between [REDACTED] and Countrywide Home Loans Servicing LP (Lender), amends and supplements (1) the Mortgage, Deed of Trust, or Deed to Secure Debt (the Security Instrument), dated the 21st day of April 2006 and in the amount of \$432,150.00 and (2) the Note bearing the same date as, and secured by, the Security Instrument, which covers the real and personal property described in the Security Instrument and defined therein as in the 'Property', located at [REDACTED]

SAME AS IN SAID SECURITY INSTRUMENT

In consideration of the mutual promises and agreements exchanged, the parties hereto agree as follows (notwithstanding anything to the contrary contained in the Note or Security Instrument):

- 1 As of the 1st day of December 2008, the amount payable under the Note or Security Instrument (the "Unpaid Principal Balance") is U.S. \$477,189.06 consisting of the amount(s) loaned to the Borrower by the Lender which may include, are not limited to, any past due principal payments, interest, fees and/or costs capitalized to date.
- 2 The Borrower promises to pay the Unpaid Principal Balance, plus interest, to the order of the Lender. Interest will be charged on the Unpaid Principal Balance at the yearly rate of (See Attached Addendum) from the 1st day of November 2008. The Borrower promises to make monthly payments of interest only of U.S. (See Attached Addendum) beginning on the 1st day of December 2008, and continuing thereafter on the same day of each succeeding month until 1st day of December 2014 at which time the interest will increase and be charged on the Unpaid Principal Balance at the yearly rate of 5.250% and the borrower will begin making monthly payments of principal and interest of U.S. \$2,583.86 until principal and interest are paid in full. If on the 1st day of May 2046 (the "Maturity Date"), the Borrower still owes amounts under the Note and Security Instrument, as amended by this Agreement, the Borrower will pay these amounts in full on the Maturity Date.
- 3 The Borrower will make such payments at 400 Countrywide Way, Simi Valley, CA 93065 or at such other place as the Lender may require.
- 4 If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in the Borrower is sold or transferred and the Borrower is not a natural person) without the Lender's prior consent, the Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument.
- 5 The Borrower also will comply with all other covenants, agreements, and requirements of the Security Instrument, including without limitation, the Borrower's covenants and agreements to make all payments of taxes, insurance premiums, assessments, escrow items, impounds, and all other payments that the Borrower is obligated to make under the Security Instrument; however, if your original Note or Security Instrument was an Adjustable Rate, the following terms and provisions are cancelled, null, and void, as of the date specified in paragraph No.1 above:
 - (a) all terms and provisions of the original Note and Security Instrument (if any) providing for, implementing, or relating to, any change or adjustment, in the rate of interest payable under the Note; and
 - (b) all terms and provisions of any adjustable rate rider or other instrument or document that is affixed to, wholly or partially incorporated into, or is part of, the original Note or Security Instrument and that contains any such terms and provisions as those referred to in paragraph 2 above.
- 6 Nothing in this agreement shall be understood or construed to be a satisfaction or release in whole or in part of the Note and Security Instrument. Except as otherwise specifically provided in this Agreement, the Note and Security Instrument will remain unchanged, and the Borrower and Lender will be bound by, and comply with, all terms and provisions thereof, as amended by this Agreement.
- 7 In consideration of this Modification, Borrower agrees that if any document related to the Security Instrument, Note and/or Modification is lost, misplaced, misstated, inaccurately reflects the true and correct terms and conditions of the loan as modified, or is otherwise missing, Borrower(s) will comply with Lender's request to execute, acknowledge, initial and deliver to Lender any documentation Lender deems necessary. If the original promissory note is replaced the Lender hereby indemnifies the Borrower(s) against any loss associated with a demand on the original note. All documents Lender requests of Borrower(s) shall be referred to as Documents. Borrower agrees to deliver the Documents within ten (10) days after receipt by Borrower(s) of a written request for such replacement.

As evidenced by their signatures below, the Borrower and the Lender agree to the foregoing

[Redacted] Dated _____

[Redacted] Dated _____

STATE OF _____
COUNTY OF _____
On _____ Before _____
Notary Public, personally appeared _____

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signatures (s) on the instrument the person(s), or entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature

Countrywide Home Loans Servicing LP

By: _____ Dated: _____

STATE OF _____
COUNTY OF _____
On _____ Before _____
Notary Public, personally appeared _____

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signatures (s) on the instrument the person(s), or entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature

Please Return to:

Date: October 27, 2008
RE: CHLP Loan# [REDACTED]
Mortgagor: [REDACTED] SHARBLE
Property Address: [REDACTED]

Attn Hope Department: SV-HRD S-L
400 Countrywide Way
Simi Valley, CA 93065

**STEP RATE LOAN MODIFICATION ADDENDUM
TO LOAN MODIFICATION AGREEMENT**

The Step Rate Loan Modification Agreement Addendum (the "Addendum") is made this 27th day of October 2008, and is incorporated into and shall be deemed a part of that certain Loan Modification Agreement of even date herewith (the "Agreement") between MICHAEL SHARBLE, JENNIFER SHARBLE and Countrywide Home Loans Servicing LP ("Lender"), which agreement amends and supplements that certain Mortgage, Deed of Trust or Deed to Secure Debt (the "Security Instrument") executed by Borrower in favor of Lender.

THIS ADDENDUM CONTAINS PROVISIONS PROVIDING FOR SCHEDULED INCREASES IN THE INTEREST RATE AND MONTHLY PAYMENT

In consideration of the mutual promises and agreements exchanged and for good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties hereto agree as follows (notwithstanding anything to the contrary contained in the Agreement, Security Instrument or the promissory note (the "Note"), except as specifically provided for herein):

1. Interest Rate and Monthly Payment Increases.

The Agreement provides for an initial interest rate of 3.250% which will be charged from the 1st day of November 2008. The initial monthly interest payment shall be \$1,292.39 and shall be due and payable on the 1st day of December 2008.

- a) The interest rate shall then change on the 1st day of November 2010 at which time it shall be increased to 4.250%. The monthly interest payment shall be increased to \$1,690.04 and shall be due and payable on the 1st day of December 2010.
- b) The interest rate shall then change on the 1st day of November 2012 at which time it shall be increased to 5.250%. The monthly interest payment shall be increased to \$2,087.70 and shall be due and payable on the 1st day of December 2012.

BORROWER

[REDACTED] Date _____

[REDACTED] Date _____

LENDER:

Countrywide Home Loans Servicing LP

Date _____