

WaMu®

OCTOBER 2, 2008

[REDACTED]

Via FEDEX

WE ARE A DEBT COLLECTOR. THIS IS AN ATTEMPT TO COLLECT A DEBT AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

WE HAVE TOLD A CREDIT BUREAU ABOUT A LATE PAYMENT, MISSED PAYMENT, OR OTHER DEFAULT ON YOUR ACCOUNT. THIS INFORMATION MAY BE REFLECTED IN YOUR CREDIT REPORT.

RE: Washington Mutual Loan No. [REDACTED]
Property Address [REDACTED]

Dear [REDACTED]

Thank you for your continued interest in our Homeownership Preservation Program. Enclosed is your proposed Loan Modification Agreement ("Agreement") (three identical sets of documents). The Agreement was prepared consistent with the terms you discussed with a loan workout specialist. The Agreement will not be binding or effective until it has been signed by both you and the lender in compliance with the instructions and conditions in this letter.

Please review the Agreement carefully and if you so desire, consult your own attorney. When you are satisfied with the Agreement and if you wish to proceed with the loan modification, sign all the documents **in black ink, in the presence of a notary** and keep one for your records and return two signed originals to Washington Mutual Bank in the envelope provided. Please sign your name exactly as it is printed under the signature line. Where appropriate, witness signatures must be from two different individuals and require their printed name under their signature.

Along with the signed Agreement, you must also send a **certified check or cashier's check** in the amount of \$ **1,318.33** . This amount includes charges for the modification fee and necessary advances including but not limited to recording fees, attorney fees and costs, returned check fees and late charge fees, if any. Additional sums may become due as a result of the timing of this letter and Agreement. Nothing in this letter or Agreement precludes our collections of additional advances.

The signed Agreement and certified or cashier's check must be received by Washington Mutual Bank at the following address on or before **OCTOBER 9, 2008** .

**WASHINGTON MUTUAL BANK
7255 BAYMEADOWS WAY
JACKSONVILLE, FLORIDA 32256**

A title search and endorsement to the original title policy or new title policy must be obtained prior to recording the Agreement.

There is no Agreement if:

- clear title is not confirmed to the satisfaction of the lender;
- the mortgage insurer does not approve; or
- there are any material adverse changes in the circumstances or property condition.

Failure to comply with the requirements and conditions within the specified time period may result in the resumption of normal collection and foreclosure efforts, without further notice.

Upon the Agreement becoming binding and effective, the principal and interest amount of your monthly payments will be \$ **699.98**. Your first payment including taxes and insurance (if applicable) is due **NOVEMBER 1, 2008**, the total payment amount is \$ **908.33**. This payment amount is subject to change upon escrow analysis, if applicable.

If you are currently in an active bankruptcy, or have been discharged from a bankruptcy previously, then this letter and Agreement does not in any way mean that Washington Mutual Bank, the Trust, or anyone acting on their behalf is attempting to hold you personally liable for the loan. This notice is intended to inform you of your rights as they refer to the lender's ability to foreclose on your property per the loan documents if the loan is not timely brought current.

If you have any further questions please consult with your Washington Mutual Homeowner's Assistance representative by calling the toll-free phone number below.

Sincerely,

Homeowner's Assistance Department

1-866-WAMU-YES (1-866-926-8937)

This instrument was prepared by:
ANGELIQUE MONROE
WASHINGTON MUTUAL BANK
7255 BAYMEADOWS WAY
JACKSONVILLE, FL 32256

When Recorded Mail To:
FIRST AMERICAN TITLE
P.O. BOX 27670
SANTA ANA, CA 92799-7670
ATTN: LMTS

[Space Above This Line For Recording Data]
Original Recorded Date: DECEMBER 4, 2006 Freddie Mac Loan No. [REDACTED]
Original Principal Amount: \$ 150,000.00 Loan No. [REDACTED]

**LOAN MODIFICATION AGREEMENT
(To a Fixed Interest Rate)**

IF THE LOAN MODIFICATION AGREEMENT MUST BE RECORDED, TWO ORIGINAL LOAN MODIFICATION AGREEMENTS MUST BE EXECUTED BY THE BORROWER: ONE ORIGINAL IS TO BE FILED WITH THE NOTE AND ONE ORIGINAL IS TO BE RECORDED IN THE LAND RECORDS WHERE THE SECURITY INSTRUMENT IS RECORDED

This Loan Modification Agreement (the "Agreement"), made and effective this **2ND** day of **OCTOBER, 2008**, between **WASHINGTON MUTUAL BANK**

("Lender")

and [REDACTED]

["Borrower"], modifies and amends certain terms of Borrower's indebtedness evidenced by (1) the Note (the "Note") to Lender dated **NOVEMBER 24, 2006**, in the original principal sum of U.S. \$ **150,000.00** and secured by (2) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") and Rider(s), if any, dated the same date as the Note and recorded in **Instrument No. 2006000812230**

of the **Official** Records of **ORANGE COUNTY, CALIFORNIA**. The [Name of Records] [County and State, or other jurisdiction]

Security Instrument covers the real and personal property described in the Security Instrument and defined as the "Property", located at:

[REDACTED]

[Property Address]

the real property described being set forth as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF;

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

1. **Current Balance.** As of **OCTOBER 1, 2008**, the amount payable under the Note and Security Instrument (the "Unpaid Principal Balance") is U.S. \$ **155,146.57**.
2. **Interest Rate.** Borrower promises to pay the Unpaid Principal Balance, plus interest, to the order of Lender. Interest will be charged on the Unpaid Principal Balance at the yearly rate of **4.525 %**, beginning **OCTOBER 1, 2008**, both before and after any default described in the Note. The yearly rate of **4.525 %** will remain in effect until principal and interest is paid in full.
3. **Monthly Payments and Maturity Date.** Borrower promises to make monthly payments of principal and interest of U.S. \$ **699.98**, beginning on the **1ST** day of **NOVEMBER, 2008**, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on **OCTOBER 01, 2048** (the "Maturity Date"), Borrower still owes amounts under the Note and the Security Instrument, as amended by this Modification Agreement, the Borrower will pay these amounts in full on the Maturity Date.
4. **Place of Payment.** Borrower must make the monthly payments at **P.O. BOX 41275 JACKSONVILLE, FLORIDA 32203** or such other place as Lender may require.
5. **Partial Payments.** Borrower may make a full prepayment or partial prepayments without paying any prepayment charge. Lender will use the prepayments to reduce the amount of principal that Borrower owes under the Note. However, Lender may apply the Prepayment to the accrued and unpaid interest on the prepayment amount before applying the prepayment to reduce the principal amount of the Note. If Borrower makes a partial prepayment, there will be no changes in the due dates or the amount of the monthly payments unless Lender agrees in writing to those changes.

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- 6. Property Transfer. If all or any part of the Property or any interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by the Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 of the Security Instrument, within which Borrower must pay all sums secured by the Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand of Borrower.

- 7. Compliance with Covenants. Borrower also will comply with all other covenants, agreements, and requirements of the Security Instrument, including without limitation, Borrower's covenants and agreements to make all payments of taxes, insurance premiums, assessments, escrow items, impounds, and all other payments that Borrower is obligated to make under the Security Instrument.

(Acknowledgments on following page)

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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 where otherwise specifically provided in this Agreement, the Note and Security Instrument will remain unchanged, and Borrower and Lender will be bound by, and comply with, all of the terms and provisions thereof, as amended by this Agreement.

In Witness Whereof, Lender and Borrower have executed this Agreement.

WASHINGTON MUTUAL BANK

Name: MICHELLE NEAL

Its: ASSISTANT VICE PRESIDENT

- Lender

[Redacted Signature]

- Borrower

- Borrower

- Borrower

- Borrower

- Borrower

- Borrower