



1610 E. Saint Andrew Place - Suite B150 Santa Ana, CA 92705
(800)561-4567 Fax (949)517-5220

01/11/08

VIA DHL

Re: Loan No. [REDACTED]

DUPLESSE [REDACTED]
[REDACTED]

LAKE WORTH FL 33460-0000

Dear Mortgagor(s),

Enclosed please find two copies of a Loan Modification Document Package prepared by First American Default Information Services LLC ("Firm") at the request of its client, Carrington Mortgage Services, LLC (CMS). Please review the Loan Modification Agreement. If it is consistent with your prior discussions with CMS, please execute one copy of the documents **in the presence of a notary** and return the executed copy to CMS in the DHL envelope provided within five business days of receipt of this package. Please sign your name exactly as it is printed under the signature lines. Please keep the additional copy for your records. Certain states also require that your signatures be "witnessed". If the mortgaged property is in one of these states, please arrange for the required witnesses:

Connecticut or Florida: Two witnesses required (one may be the notary)

Georgia: Two witnesses required (one **must** be the notary)

South Carolina: Two witnesses required

Please note that each witness' name must be printed under his or her signature.

In addition to the executed documents, please enclose your initial contribution in certified funds (i.e., cashiers check or money order) in the amount of \$0.00. This will be necessary to complete and record (if applicable) the modification, and will be credited toward charges for corporate advances by CMS, including but not limited to attorney fees and costs, returned check fees, and late charge fees. Additional sums may become due as a result of the timing of this letter and agreement. Nothing in this letter or agreement precludes collection of additional advances by CMS if applicable.

This modification changes the principle and interest amount of your payment to \$945.41, effective 02/01/08, and the total payment due (including escrow and taxes) to \$N/A. This payment amount is subject to change upon escrow analysis. If you are currently making payments under a repayment agreement with CMS, you are responsible for continuing those payments through the effective date of this modification. **Failure to make those payments may result in CMS rescinding this note modification opportunity.**

If you have any questions regarding the Loan Modification Agreement, or if it is not consistent with your prior discussions with CMS, please consult with your CMS Loan Modification Officer or representative. Please note that the Firm is not attempting to collect a debt. The Firm's role is to prepare the documents and ensure that the documents are in a recordable format.

Very truly yours,

Loan Modification Department
Carrington Mortgage Services, LLC
Enclosure (1)

This Instrument Prepared By:

After Recording Return To:
CARRINGTON MORTGAGE SERVICES, LLC



[Space Above This Line For Recording Data]

LOAN MODIFICATION AGREEMENT (Providing for Fixed Interest Rate)

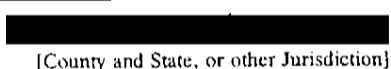
This Loan Modification Agreement ("Agreement"), made this 1st day of JANUARY 2008, between DUPLESSE [Redacted]

("Borrower")

and CARRINGTON MORTGAGE SERVICES, LLC

("Lender"),

amends and supplements (1) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), and Timely Payment Rewards Rider, if any, dated MARCH 18, 2005 and recorded in Book or Liber 18332, at page(s) 1394, of the OFFICIAL Records of DOC# [Redacted] [Name of Records]



and (2) the Note, bearing the same

[County and State, or other Jurisdiction]

date as, and secured by, the Security Instrument, which covers the real and personal property described in the Security Instrument and defined therein as the "Property", located at

[Redacted] FLORIDA 33460

[Property Address]

the real property described being set forth as follows:

SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF AS EXHIBIT "A".
A.P.N. : 38434416284004020

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 JANUARY 1, 2008, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. \$ 121,257.55, consisting of the unpaid amount(s) loaned to Borrower by Lender plus any interest and other amounts capitalized.
2. 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 8.400%, from JANUARY 1, 2008. Borrower promises to make monthly payments of principal and interest of U.S. \$ 945.41, beginning on the 1st day of FEBRUARY 2008, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. The yearly rate of 8.400% will remain in effect until principal and interest are paid in full. If on APRIL 1, 2035 (the "Maturity Date"), Borrower still owes amounts under the Note and the Security Instrument, as amended by this Agreement, Borrower will pay these amounts in full on the Maturity Date.
3. 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 delivered or mailed 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 the Security Instrument without further notice or demand on Borrower.

4. 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; however, the following terms and provisions are forever canceled, null and void, as of the date specified in paragraph No. 1 above:

- (a) all terms and provisions of the 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, including, where applicable, the Timely Payment Rewards rate reduction, as described in paragraph 1 of the Timely Payment Rewards Addendum to Note and paragraph A.1. of the Timely Payment Rewards Rider. By executing this Agreement, Borrower waives any Timely Payment Rewards rate reduction to which Borrower may have otherwise been entitled; and
- (b) all terms and provisions of any adjustable rate rider, or Timely Payment Rewards Rider, where applicable, or other instrument or document that is affixed to, wholly or partially incorporated into, or is part of, the Note or Security Instrument and that contains any such terms and provisions as those referred to in (a) above.

5. Borrower understands and agrees that:

- (a) All the rights and remedies, stipulations, and conditions contained in the Security Instrument relating to default in the making of payments under the Security Instrument shall also apply to default in the making of the modified payments hereunder.
- (b) All covenants, agreements, stipulations, and conditions in the Note and Security Instrument shall be and remain in full force and effect, except as herein modified, and none of the Borrower's obligations or liabilities under the Note and Security Instrument shall be diminished or released by any provisions hereof, nor shall this Agreement in any way impair, diminish, or affect any of Lender's rights under or remedies on the Note and Security Instrument, whether such rights or remedies arise thereunder or by operation of law. Also, all rights of recourse to which Lender is presently entitled against any property or any other persons in any way obligated for, or liable on, the Note and Security Instrument are expressly reserved by Lender.
- (c) Borrower has no right of set-off or counterclaim, or any defense to the obligations of the Note or Security Instrument.
- (d) 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.
- (e) All costs and expenses incurred by Lender in connection with this Agreement, including recording fees, title examination, and attorney's fees, shall be paid by the Borrower and shall be secured by the Security Instrument, unless stipulated otherwise by Lender.

(1) Borrower agrees to make and execute such other documents or papers as may be necessary or required to effectuate the terms and conditions of this Agreement which, if approved and accepted by Lender, shall bind and inure to the heirs, executors, administrators, and assigns of the Borrower.

CARRINGTON MORTGAGE SERVICES, LLC, A
DELAWARE LIMITED LIABILITY COMPANY

_____(Seal)
-Lender

By: _____

DUPLESSE [Redacted] _____(Seal)
-Borrower

[Redacted] _____(Seal)
-Borrower

_____(Seal)
-Borrower

_____(Seal)
-Borrower

_____(Seal)
-Borrower

_____(Seal)
-Borrower

[Space Below This Line For Acknowledgments]

STATE OF FLORIDA

COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this _____ day of _____
by DUPLESSE [REDACTED]

who is personally known to me or who has produced _____
(Type of Identification)
as identification.

Signature

Name of Notary

Title

Serial Number, if any

(Seal)

Loan Number: 1000988104

LENDER ACKNOWLEDGMENT

STATE OF CALIFORNIA)
) ss
COUNTY OF ORANGE)

On this ____ day of _____, before me, the undersigned Notary Public,
personally appeared [REDACTED]

and known to me to be the VICE PRESIDENT OF CARRINGTON MORTGAGE SERVICES, LLC

authorized agent for the Lender that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of the said Lender, duly authorized by the Lender through its board of directors or otherwise, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this said instrument.

By _____

Notary Public in and for CALIFORNIA

My commission expires _____

Date: JANUARY 1, 2008

Loan Number: 1000988104

NOTICE OF NO ORAL AGREEMENTS

THE WRITTEN LOAN AGREEMENT REPRESENTS THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES.

THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.

Receipt of Notice. The undersigned hereby represents and warrants that I/we have each received and read a copy of this Notice on or before the execution of the "Loan Agreement." "Loan Agreement" means one or more promises, promissory notes, agreements, undertakings, security agreements, deeds of trust or other documents, or commitments, or any combination of those actions or documents, pursuant to which a financial institution loans or delays repayment of or agrees to loan or delay repayment of money, goods, or another thing of value or to otherwise extend credit or make a financial accommodation.

Borrower DUPLESSE [REDACTED] Date

Borrower [REDACTED] Date

Borrower Date

Borrower Date

Borrower Date

Borrower Date

(LENDER): CARRINGTON MORTGAGE SERVICES, LLC

By: _____

Title: _____

ERRORS AND OMISSIONS COMPLIANCE AGREEMENT

Loan #: 1000988104

Borrower: DUPLESSE [REDACTED]

Property Address: [REDACTED] FLORIDA 33460

Carrington Mortgage Services, LLC

In consideration of Carrington Mortgage Services, LLC (hereinafter referred to as "LENDER"), agreeing to modify the referenced loan (the "Loan") to the Borrower, the undersigned borrower(s) do hereby represent and promise as follows:

1. Upon request by LENDER, its successors or assigns, the undersigned borrower(s) will fully cooperate and adjust for clerical errors made on any document or agreement entered into in connection with the modification of the Loan, if deemed necessary or desirable in the reasonable discretion of Lender to enable Lender to sell, convey, seek guaranty or market said loan to any entity, including but not limited to an investor, Federal National Mortgage Association, Federal Home Loan Mortgage Corporation, Government National Mortgage Association, Federal Housing Authority, or the Department of Veterans Affairs, or any Municipal Bonding Authority.
2. The undersigned borrower(s) agree(s) to comply with all above noted requests by the above referenced Lender within 30 days from the date of mailing said requests. Borrower(s) agree(s) to assume all costs including, by way of illustration and not limitation, actual expenses, and legal fees for failing to comply with correction requests in the above noted time period.

DATED effective this _____ day of _____

Borrower DUPLESSE [REDACTED] Date

Borrower [REDACTED] Date

Borrower Date

Borrower Date

Borrower Date

Borrower Date