



**Chase Home Finance, LLC**  
 3415 Vision Drive  
 Columbus, Ohio 43219-6009  
 (800) 446-8939 Homeowner's Assistance Department

STANLEY [REDACTED]

[REDACTED]

SILVER CREEK, GA 30173

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

Dear Borrower(s):

We are pleased to advise you that your request for a Loan Modification (the "**Modification**") has been conditionally approved. This letter sets forth the terms and conditions of the Modification that will be applicable to the Promissory Note evidencing the Loan, the Mortgage/Deed of Trust or similar security document securing the Loan, and all other documents or instruments executed in connection with the Loan (collectively the "**Loan Documents**").

**I. REASON FOR THE MODIFICATION.**

You acknowledge that the Loan is in default, with the payment due for September 01, 2007 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.

Until the date when all requirements and conditions of this letter have been met to our satisfaction (the "**Effective Date**"), you acknowledge that we may begin and/or continue to pursue collection efforts, including foreclosure, to the extent we deem necessary to preserve our rights under the Loan. You also acknowledge that by proposing this Modification we are not waiving or releasing any current default or delinquency in the Loan.

As of the date of this letter, the principal amount of the Loan outstanding prior to this Modification is \$127,567.41 (the "**Principal Balance**"). In addition, the following amounts are due and owing (the "**Arrearage**"):

- |  |                   |
|--|-------------------|
| 1. Accrued Interest through May 01, 2008 | <b>\$6,674.43</b> |
| 2. Past Due Escrow Payments              | <b>\$2,115.83</b> |

|                              |                    |
|------------------------------|--------------------|
| 3. Late Fees                 | \$324.96           |
| 4. Corporate Advances        | \$0.00             |
| 5. Attorney's Fees and Costs | \$1,272.00         |
| <u>Total Arrearage:</u>      | <b>\$10,387.22</b> |

## II. CONDITIONS TO THIS MODIFICATION BECOMING EFFECTIVE.

In order for the Modification to be effective, you must perform certain pre-conditions set forth below. Your failure to comply with these conditions within the time required will cause the Modification to be null and void. The conditions to this Agreement are as follows:

You will need to make a good faith down payment in the amount of \$2,500.00 on or before April 29, 2008.

You must sign and return the written Modification Agreement that accompanies this letter on or before April 29, 2008. We may elect to record this agreement in the local land records where your property is located.

You must continue to perform each and every other obligation of the Loan Documents.

You will pay us a modification fee of \$0.00 which must be paid on or before the date that the last of any good faith payments is due.

## III. TERMS OF THE MODIFICATION

The proposed terms of this Modification are based upon our the Arrearage as of the date of this letter based upon our records, and an estimate of the remaining Arrearage after application of any good faith payments required by this Agreement. Factors such as additional advances, interest rate changes, additional payments on the Loan or returned payments may affect the final terms of the Modification. The final terms of the Modification will be reflected in the Modification Agreement that we will send you before the Effective Date. Provided all pre-conditions to the Modification are complied with, we will modify your Loan on the Effective Date as follows:

The interest rate on the Loan will be 7.0000% This is a fixed rate that will apply to the Principal Balance (including any capitalized amounts) as of the Effective Date, and will not change for the remaining term of the Loan.

The amount of \$7,502.70 which is the Arrearage remaining after application of any good faith payments, will be capitalized by being added to the Principal Balance of the Loan on the Effective Date, and will accrue interest at the Loan interest rate going forward. (This amount may reflect the application of any unapplied funds currently held by us.)

The maturity date of the Loan will remain unchanged from the present terms of the Loan Documents.

The monthly payment will be determined at the time of finalizing the Modification and will be set at an amount that will fully pay the Principal Balance, together with interest, by the Maturity Date, as amended. We estimate that the initial monthly payment will be \$1,102.39 per month, beginning on the first month following the Effective Date of the Modification. This payment may change if this Modification provides for an interest rate change before the Maturity Date. If your loan also requires monthly escrow payments for taxes and insurance, or payments for additional optional products, those additional amounts will continue to be due each month in accordance with the terms of the Loan.

#### IV. RELEASE OF LENDER.

In consideration of our willingness to enter into this Modification, each of the undersigned Borrowers agree, jointly and severally, to presently release Chase Home Finance, LLC, JPMorgan Chase Bank, NA, and their affiliates, subsidiaries, officers, directors, employees, investors, agents, attorneys, and each predecessor and successor thereto, from any and all claims, demands, actions, causes of action and liabilities, whether known or unknown, arising out of or in any way connected to the Loan, the Note, or other loan documents. This release is effective upon your execution of this Agreement, and is not conditioned upon your satisfaction of the conditions required by this Agreement.

#### V. OTHER TERMS.

Any good faith payments will be applied to the Arrearage in such order as we deem appropriate in our sole discretion, which may include application of payments to fees and expenses before principal and interest.

Once all conditions to the Effective Date have been met, your loan will be considered current. However, this will not change or erase any previous negative information reported to any credit bureau in connection with the prior defaults. You acknowledge that we may continue to report your account as past due to various credit bureaus on account of these defaults.

Unless otherwise expressly modified, all other terms and conditions of the Loan and Loan Documents remain unchanged and in full force and effect, including the requirement to pay taxes and maintain insurance on the real estate securing the Loan. This letter agreement shall survive the execution by Borrower of any written Modification Agreement. In the event of any inconsistencies between this letter and the Modification Agreement with regard to interest rate, payments, loan amount or term of the Loan, the Modification Agreement shall control. In all other cases, this letter agreement shall control.

Chase does not currently intend to record the attached document so all references to the recording information for the original recorded Mortgage/Deed of Trust/Deed to Secure Debt, which would be required if the attached document was to be recorded, have been left blank. However, should the need arise in the future to record this document, the recording information, along with possibly the legal description of the property, may be added at that time, and the document recorded at no cost to you.

If your Loan was a revolving line of credit, additional advances on the line will not be permitted under the modified Loan terms.

If you have credit insurance, coverage will not extend beyond the original maturity of the Loan.

Failure to return these documents and the required payments on or before April 29, 2008 will cause this Agreement to be cancelled and give us the right to immediately resume any collections and/or foreclosure proceedings without further notice to you.

All good faith payments should be made by cashier's or certified check to the following address:

Chase Home Finance LLC  
3415 Vision Drive  
Columbus, Ohio 43219-6009

**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.**

This document impacts your legal rights and you are encouraged to consult with your legal advisor before signing. This is an attempt to collect a debt, and any information obtained will be used for that purpose.

*Questions? Please call us at (800)446-8939*

Homeowner's Assistance Department  
Chase Home Finance LLC  
(800) 446-8939  
(800) 582-0542 TDD / Text Telephone

Acceptance by Borrower(s)

The undersigned, being the Borrower(s) under the Loan identified in the Agreement, in consideration of the proposed Modification terms and conditions set forth above, hereby accept(s) the terms and conditions of the Agreement as of the date indicated by my/our signature(s).

 \_\_\_\_\_

Date: May 24, 2008

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

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(Space above for Recording Data)

Parcel Number: [REDACTED]

LOAN NUMBER: [REDACTED]

MODIFICATION AGREEMENT

This Modification Agreement ("Agreement"), in entered into by STANLEY [REDACTED] ("Borrower", whether one or more) in favor of Chase Home Finance LLC, successor by merger to Chase Manhattan Mortgage Corporation (which, together with any other subsequent holder or owner of the Loan is hereinafter referred to as "Lender") and modifies the promissory note or credit agreement ("Note") dated March 28, 2007, executed by Borrower in favor of Lender. The Note evidences the indebtedness (the "Loan") owed by Borrower to Lender, in the original principal amount of \$127,991.00, including any subsequent written extensions, renewals, or modifications thereto. The Note is secured by a Mortgage/Deed of Trust or similar security instrument (the "Mortgage") dated and filed for record under Book [REDACTED], Vol. [REDACTED], Liber [REDACTED], Page [REDACTED], Document No. [REDACTED], Date Recorded [REDACTED], in the Office of the County Clerk/Real Property Records/Recorder of Deeds of Floyd County, Georgia.

The Mortgage creates a lien or security interest in certain real property described therein and which address is [REDACTED] GA 30173. The Note, Mortgage, and any other documents evidencing or securing the Loan are hereinafter referred to as the "Loan Documents." Borrower and Lender have agreed to certain amendments to the Loan Documents, to be effective on May 01, 2008 (the "Effective Date") notwithstanding the date of execution of this Agreement by the Borrower.

For good and valuable consideration, including the mutual promises and agreements contained in this Agreement, Borrower and Lender agree that as of the Effective Date the Loan and Loan Documents are modified as follows:

The unpaid principal balance of the Loan is \$135,070.11, which includes the amount of \$7,502.70 in deferred fees, interest and other charges, which has been capitalized and added to the principal balance evidenced by the Note and secured by the Mortgage, and which Borrower hereby renews and extends and promises to jointly and severally pay to the order of the Lender, together with interest and all other amounts due and payable under the Loan Documents.

The maturity date of the Note and other Loan Documents is April 01, 2037.

The interest rate on the Note will be charged at the rates specified as follows:

The annual rate of 7.0000% for the period from May 01, 2008, to the maturity date of the Loan.

Borrower will make monthly payments of principal and interest on the Note as follows:

Monthly payments of \$908.66 beginning on June 01, 2008, and continuing through and including the maturity date of the Loan.

All payments will be made to the following address, or such other address as Lender may direct in writing:

Chase Home Finance, LLC  
3415 Vision Drive  
Columbus, Ohio 43219

If this Agreement arises out of a separate letter agreement between Lender and Borrower with respect to the modified terms of the Loan, such letter agreement expressly survives execution, delivery and recording of this Agreement. Except as expressly modified by the terms and provisions of this Agreement, each and every term and provision of the Note, Mortgage and any other documents governing, evidencing, security or pertaining to the Loan are hereby ratified and confirmed and shall remain in full force and effect.

Upon request of Lender, Borrower agrees to execute or procure and deliver to Lender such other and further documents and instruments as shall be reasonably requested by lender to better evidence and perfect the modification transaction contemplated by this Agreement, including, but not limited to, such actions as shall be necessary (a) to record this Agreement and any related instrument, document or agreement; (b) to cause an insurer satisfactory to Lender to issue a mortgagee policy of title insurance, or endorsement thereto, with respect to the lien of the Mortgage in form satisfactory to Lender; and (c) to satisfy appraisal, flood, insurance and other legal requirements under the terms of the Note and Mortgage and applicable law and/or in accordance with Lender's policies and procedures.

Any individual who signs this Agreement as Borrower but has not previously executed the Note is executing this Agreement only to mortgage, grant and convey such person's interest in the Property under the terms of this Agreement and the Mortgage.

[Signatures continue on following pages]

EXECUTED on the date set forth in the acknowledgements, and effective as of the Effective Date.

**BORROWER**



**Witnesses as to all signatures:**



**LENDER:**

**Chase Home Finance LLC, successor by merger to Chase Manhattan Mortgage Corporation**

By: \_\_\_\_\_  
Maritza Nieto, Assistant Vice President

**Witnesses as to all signatures:**

\_\_\_\_\_  
Witness 1  
\_\_\_\_\_  
(printed witness name)

\_\_\_\_\_  
Witness 2  
\_\_\_\_\_  
(printed witness name)

ACKNOWLEDGEMENT(S) OF BORROWERS

STATE OF Georgia  
COUNTY OF Floyd County

Before me, a Notary Public, in and for said County, personally appeared the above named STANLEY [REDACTED] 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 [REDACTED], this ~~20th~~ *May*, 2008



[REDACTED]

Notary Public

My commission expires: \_\_\_\_\_  
**My Commission Expires Sept. 18,**

ACKNOWLEDGEMENT OF LENDER

STATE OF OHIO  
COUNTY OF FRANKLIN

Before me, a Notary Public, in and for said County, personally appeared the above named Maritza Nieto, the Assistant Vice President of the Lender identified in this Agreement, who, being personally known to me acknowledged that he/she did sign the foregoing instrument for and on behalf of such Lender, 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: \_\_\_\_\_

This instrument prepared by: Chase Home Finance, LLC, Servicing Agent.