

From-

T-777 P.002/007 F-499

# GMAC Mortgage

March 30, 2007

Lloyd [REDACTED]  
[REDACTED]

Hopewell Junction, NY 12533-2533

RE: Account Number 65: [REDACTED]  
[REDACTED]  
Hopewell Junction, NY 12533-2533

Dear Lloyd [REDACTED],

Your request for a loan modification has been approved subject to the following:

- Receipt of your contribution
- [REDACTED]
- Approval by the mortgage insurance company
- Receipt of clear title, if applicable

4/16/07

The terms of the modification you requested is as follows:

1. The contribution [REDACTED] be applied toward the costs below. The contribution and the signed and executed loan modification must be sent to:

**GMAC Mortgage, LLC**  
**Attention: Payment Processing/Loan Modification**  
**3451 Hammond Ave.**  
**Waterloo, IA 50702**

2. The breakdown of the total amount included in the modification is as follows:

Interest portion of your 10/1/2006 - 4/1/2007 payments	\$8,029.98
Escrow Shortage	\$1,913.56
Foreclosure Attorney Fees and Costs (est.)	\$2,593.50
Modification Processing Fee	\$300.00
Inspections/Preservation	\$11.25
Contribution to UPB	\$0.00
1st mod pymnt	\$1,900.72
<b>Total Costs</b>	<b>\$14,749.01</b>
Less Suspense Balance	\$595.44
Less Amounts Capitalized	\$8,153.57
<b>Total Due</b>	<b>\$6,000.00</b>

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3. The interest rate is 5.75%, the new unpaid principal balance is \$248,399.18, the term is 400 months and the maturity date is August 1, 2040.

4. The first modified payment begins May 1, 2007.

Principal and Interest	\$1,396.62
Escrow	\$504.09
<b>Total</b>	<b>\$1,900.71</b>

Please remit the monthly payments to us and forward to my attention until you have received a Mortgage Account Statement. Late charges are assessed on the 16th of each month.

- 5. Do NOT sign the documents until you have received documents must be signed in the presence of a Notary and the names typed.
- 6. If the final closing costs are more than projected, the difference will be assessed to the account.
- 7. All miscellaneous fees may not have been included in the loan modification and will remain outstanding.
- 8. The loan modification is not satisfied the modification will be taken down.

All funds collected for the loan modification are non-refundable and will be applied toward the mortgage.

Notice - This is an attempt to collect a debt and any information obtained will be used for that purpose. If your debt has been discharged in bankruptcy, our rights are being exercised against the collateral for the above referenced loan, not as a personal liability.

If you have any questions, please contact me at 1-800-850-XXXX, extension XXXX or direct at (319) 236-XXXX

Sincerely,

Renee [Redacted]  
Workout Specialist II  
Loss Mitigation Department

----- [Space Above This Line For Recording Data] -----

Freddie Mac Loan #: 26[REDACTED]

This document was prepared by:

After recording please return to: GMAC Mortgage  
Attention: Loss Mitigation Department  
3451 Hammond Avenue  
Waterloo, IA 50702-5345

THIS MODIFICATION IS TO BE EXECUTED IN DUPLICATE ORIGINALS.  
ONE ORIGINAL IS TO BE AFFIXED TO THE ORIGINAL NOTE AND  
ONE ORIGINAL IS TO BE RECORDED IN THE LAND RECORDS WHERE  
THE SECURITY INSTRUMENT IS RECORDED.

**MORTGAGE EXTENSION MODIFICATION AGREEMENT**  
(Providing for Fixed Interest Rate)

Loan No:65545303

This Loan Modification Agreement ("Agreement"), made this 30th day of March, 2007, between LLOYD [REDACTED] ("Borrower") and GMAC Mortgage, LLC f/k/a GMAC Mortgage Corporation ("Lender"), amends and supplements (1) the Mortgage, Deed of Trust or Deed to Secure Debt the ("Security Instrument"), dated June 13, 2005, in the original principal sum of U.S. \$245,000.00, and recorded on , in Instrument or Document of the Official Records of [REDACTED] County, New York, 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 the "Property", located at [REDACTED] HOPEWELL JUNCTION, NY 1[REDACTED] the real property described being set forth as follows:

See Attached Sheet

LLOYD [REDACTED]  
[REDACTED]  
HOPEWELL JUNCTION, NY 12533-2533

GMAC Mortgage, LLC f/k/a GMAC Mortgage C  
3451 Hammond Avenue  
Waterloo, IA 50702

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 April 1, 2007, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U. S. \$248,399.18, consisting of the amount(s) loaned to the Borrower by the Lender and any interest 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 5.750%, from April 1, 2007. The Borrower promises to make monthly payments of principal and interest of U.S. \$1,396.62 beginning on the 1st day of May, 2007, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on August 1, 2040 (the "Maturity date"), the Borrower still owes amounts under the Note and the Security Instrument, as amended by this Agreement, the Borrower will pay these amounts in full on the Maturity Date.

The Borrower will make such payments at 3451 Hammond Avenue, Waterloo, IA 50702-5345 or at such other place as the Lender may require.

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3. 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 written consent, the Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument.

If the Lender exercises this option, the Lender shall give the 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 the Borrower must pay all sums secured by this Security Instrument. If the Borrower fails to pay these sums prior to the expiration of this period, the Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on the Borrower.

4. 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, 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; 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 Note or Security Instrument and that contains any such terms and provisions as those referred to in (a) above.
5. 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 of the terms and provisions thereof, as amended by this Agreement.
6. Borrower releases Servicer, its subsidiaries, affiliates, agents, officers and employees, from any and all claims, damages or liabilities of any kind existing on the date of this Agreement, which are in any way connected with the origination and/or servicing of the Loan, and/or events which resulted in Borrower entering into this Agreement. Borrower waives any rights which Borrower may have under federal or state statutes or common law principle which may provide that a general release does not extend to claims which are not known to exist at the time of execution, including without limitation (if applicable), California Civil Code Sec. 1542, which provides as follows: A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR.
7. New Money secured by this document is \$8,153.57 which also extends the term of the loan by 61 Months. This document now forms a single lien of \$248,399.18.

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GMAC Mortgage, LLC (Seal) Lender

By \_\_\_\_\_  
Kristi \_\_\_\_\_, Limited Signing Officer

State of Iowa)  
County of Black Hawk) ss

On the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me personally came Kristi \_\_\_\_\_, Limited Signing Officer of GMAC Mortgage, LLC, 3451 Hammond Avenue, Waterloo, IA 50702-5345, to me known who, being by me duly sworn, did depose and say that the company described in and which executed the foregoing instrument; that (s)he knows the seal of said company; that the seal affixed to said instrument is such company seal;

\_\_\_\_\_  
Notary Public

*[Signature]* \_\_\_\_\_ [Space Below This Line For Acknowledgments] \_\_\_\_\_  
*[Signature]* \_\_\_\_\_ (Seal) \_\_\_\_\_ (Seal)  
LLOYD \_\_\_\_\_ Borrower

State of \_\_\_\_\_  
County of \_\_\_\_\_

*Wassonville from*  
*Phyllis*  
New York  
DUTCHESS

ss.

On 5TH OF APRIL 2007, before me *[Signature]* \_\_\_\_\_, *notary up name*  
personally appeared LLOYD \_\_\_\_\_ 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 signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal *[Signature]* \_\_\_\_\_ *notary sign*



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From:

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*Modification Due on Transfer Rider*

**Modification Due on Transfer Rider**

THIS MODIFICATION DUE ON TRANSFER RIDER, effective the 2nd day of April, 2007, is incorporated into and shall be deemed to amend and supplement the Loan Modification Agreement of the same date made by Lloyd [redacted] (the "Borrower") and GMAC Mortgage, LLC (the "Lender") covering the Property described in the Loan Modification Agreement located at: [redacted] HOPEWELL JUNCTION NY, 12533.

In addition to the covenants and agreements made in the Loan Modification Agreement, the Borrower and Lender covenant and agree as follows:

- A. Notwithstanding any other covenant, agreement or provision of the Note and Security Instrument, as defined in the Loan Modification Agreement, the Borrower agrees as follows:

**Transfer of the Property or a Beneficial Interest in Borrower.** If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by the Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of the Loan Modification Agreement.

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.

- B. Except as otherwise specifically provided in this Modification Due On Transfer Rider, the Loan Modification Agreement, the Note and Security Instrument will remain unchanged and in full effect.

5 APR 07  
Date

[Signature] [redacted] (Seal)  
Lloyd [redacted] -Borrower

Date

(Seal)  
-Borrower

Date

(Seal)  
-Borrower

Date

(Seal)  
-Borrower

GMAC Mortgage, LLC

Date

By: \_\_\_\_\_