



# Litton Loan Servicing LP

An affiliate of C-BASS LLC

4828 Loop Central Drive  
Houston, TX 77081

Telephone 713-960-9676  
www.littonloan.com

Oct 03, 2006

Wesley [REDACTED]  
[REDACTED]  
[REDACTED]

Columbia, SC 29203-4520

RE:      Mortgagor(s):                      Wesley [REDACTED]  
         LLS #:                                      [REDACTED]  
         Secured Property:                    [REDACTED] Columbia, SC 29203  
         Original Note Amount:               \$50,000.00  
         Date of Original Mortgage:        Apr 10, 2000

Dear Mortgagor(s):

This letter constitutes a commitment to modify the referenced note and mortgage, subject to the terms and conditions stated below. This letter contains our offer, and it permits you to accept this offer. When signed by you, this letter will constitute your agreement to these terms and conditions.

As you know, the mortgage is currently in default. Although we are willing to modify the mortgage as described in this letter, we will continue to pursue collection action that may include foreclosure. If you sign this commitment to modify the mortgage and perform as required in this commitment, we will cease collection activity on the mortgage when the mortgage is modified. However, if you fail to sign this commitment or do not perform as required in this commitment, we will complete our collection action, including foreclosure, if necessary.

If you choose to accept this commitment, you must sign and return it to Litton Loan Servicing LP ("Litton") by Oct 11, 2006. Failure to do so will result in the automatic withdrawal of the offer to modify this loan by Litton without further notice.

## Present Loan Information

Current Principal Balance:	\$49,125.48
Current Interest Rate:	12.375%
Current Principal and Interest Payment:	\$528.58
Current Total Payment[includig escrow]:	\$528.58
Delinquent Interest Owed:	\$14,007.32
Outstanding Servicer Advances:	\$6,074.40
Outstanding Escrow Advances:	\$-3,025.53

Total Amount Owed as of Oct 03, 2006: \$20,689.67

As indicated above, unpaid escrow advances, expenses for attorney fees and costs, property preservation expenses, inspections, and any other servicer advances, are due and payable. A detail of the amounts owed and how they will be collected is provided on the following page.

**Modification Approval Letter - Wesley [REDACTED]**

Page 2

**Servicer Advances:**

- (a) \$6,074.40 due for unpaid servicer advances for attorney fees and costs, property preservation expenses, inspections and other expenses
- (b) \$775.00 servicer advances to be paid by you as part of this modification
- (c) \$5,299.40 servicer advances capitalized and added to the new principal balance
- (d) \$.00 servicer advances you owe that are being waived
- (e) \$.00 servicer advances that will remain due and payable upon completion of this loan modification

**Any uncollected and unbilled advances that you owe as of the date of this approval, will remain due and payable after completion of this modification.**

**Escrow Advances:**

- (a) \$-3,025.53 due for unpaid escrow advances
- (b) \$.00 escrow advances to be paid by you as part of this modification
- (c) \$3,025.53 escrow advances capitalized and added to the new principal balance
- (d) \$.00 escrow advances you owe that are being waived
- (e) \$.00 escrow advances that will remain due and payable upon completion of this loan modification

Your escrow advance balance, if applicable, will be brought to \$.00 as part of this loan modification. Future escrow advances may cause a payment increase to your loan. If your loan is non-escrowed, you are responsible for the prompt payment of real estate taxes and property insurance as part of your original obligation on your note and mortgage.

**Offer to Modify Mortgage**

We hereby offer to modify the note and mortgage, as follows (as modified it will be called the "Modified Mortgage"):

**Section A. Terms of Modification.** The mortgage will be modified to reflect the following terms:

- (a) The new principal balance will be \$71,652.38 .
- (b) The new annual interest rate will be 7 %, and the effective date for the new interest rate will be Oct 10 2006.
- (c) The monthly payment of principal and interest will be \$518.52, plus \$.00 for taxes and insurance for a total monthly payment of \$518.52. Future advances from escrow will result in an increased payment to cover that shortage.
- (d) The first regular monthly payment on the modified mortgage will begin on Nov 10, 2006.
- (e) The modified mortgage's maturity date will be on April 10, 2030.
- (f) All other terms and conditions of the note and mortgage will remain the same for the modified mortgage, including but not limited to, provisions for late fees and Litton's right to pursue collection action for default, including foreclosure.

**All living mortgagors, guarantors, endorsers or sureties on the original mortgage must sign the modified mortgage and any other documents that we require.**

**Section B. Amounts To Be Paid.** You will be required to pay the following amounts in the form of cashier check or certified funds as specified below:

- (a) \$1,275.00 attorney fees and costs for the modification (non - refundable)
- (b) \$.00 cash contribution (to be applied to the total amount owed, as determined by Litton)
- (c) \$1,275.00 total funds required

**You must return the attorney fees and cost with the signed acceptance of this commitment. The cash contribution must be returned with the executed loan modification agreement. If any additional monthly payments are due, you must also pay them upon execution of the loan modification agreement.**

Modification Approval Letter - Wesley Williams

Page 3

**Section C. Contingencies.** This offer is contingent on the following:

- (a) A lender's title insurance policy or endorsement that insures the modified mortgage as first lien may be required. If you have any other liens on the property, you may be required to obtain agreements by which other secured creditors subordinate their interests to the modified mortgage.
- (b) If any other issues arise between the date of this commitment and the date on which the documents for the modified mortgage are to be signed, including, but not limited to, deterioration in the condition of the property, lawsuits, liens, additional expenses and defaulted amounts, we may refuse to permit the mortgage to be modified and will pursue all collection action, including foreclosure.

If you choose to accept the offer for a modified mortgage upon the terms and conditions above, you must agree by signing the acceptance that follows this offer. The acceptance must be signed by each mortgagor and returned to Litton by Oct 11, 2006, or the offer will expire.

Sincerely,

~~Wesley~~ Williams  
Loss Mitigation Department  
1-800-548-8665  
~~918-757-1200~~

**Acceptance of Offer for Modified Mortgage:**

We are the mortgagors on the referenced mortgage. We agree to or acknowledge the following:

We accept all of the terms and conditions stated in this offer.

We have failed to pay the mortgage in accordance with its terms, and are now in default on the mortgage.

We have no defenses or offsets against the mortgage or Litton's right to collect the mortgage by foreclosure or otherwise.

We acknowledge this commitment for a modified mortgage, even when signed by Litton and me/us, will not prevent or prohibit Litton from continuing collection action. Therefore, in the event We sign this commitment, but fail to fulfill any or all of its terms and conditions, Litton may complete any collection action already commenced without further notice to us, including foreclosure. This commitment will not be considered a waiver of or defense to lender's right to commence or continue any collection action.

The terms of the modified mortgage will be as stated in Section A. We will sign any documents necessary to complete the modified mortgage.

We will pay by cashier's check or certified check the total amount stated in Section B. If Litton determines that any additional sums are due, we will pay those amounts.

We acknowledge this commitment is contingent as provided in Section C. Litton shall determine whether the contingencies have been satisfied.

If the new principal amount of the modified mortgage is more than the existing principal balance of the mortgage. We understand those amounts due, such as unpaid interest, taxes, insurance, or expenses, have been added to the principal amount under the modified mortgage.

Modification Approval Letter - Wesley [REDACTED]

Page 4

All representations made by me/us pursuant to my/our request for the modified mortgage are true and have been and will be relied upon by Litton, and any breach of the representations will give Litton the right to terminate this commitment and could result in the pursuit of other rights and remedies by Litton.

Check the Appropriate Box:

We are now occupying the property as my/our primary place of residence.

We are not now occupying the property as my/our primary place of residence.

We have had the opportunity to consult with legal and/or tax counsel prior to agreeing to the foregoing, and have agreed to these terms and conditions whether or not We retained such counsel.

\_\_\_\_\_  
Wesley [REDACTED]

Date: \_\_\_\_\_

\_\_\_\_\_  
[REDACTED]

Date: \_\_\_\_\_

*Please send a signed copy of this commitment letter to Litton by mail, facsimile, or e-mail. This contact information been provided on the previous pages of this commitment letter.*

**LITTON LOAN SERVICING LP IS A DEBT COLLECTOR. THIS LETTER IS AN ATTEMPT TO COLLECT A DEBT AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.**

LLS#: [REDACTED]