



8140 Ward Parkway ★ Suite 300 ★ Kansas City ★ Missouri ★ 64114
Phone 816-237-7453 ★ Facsimile 816-627-5845

March 30, 2007

CELIA [REDACTED]
[REDACTED]
[REDACTED]
SAN ANTONIO TX 7825

Re: NovaStar Loan # [REDACTED] (Loan Modification)

Dear Celia [REDACTED],

Enclosed you will find a loan modification agreement being offered as a *one time remedy* to the delinquency on your mortgage account. You will both need to sign this cover letter and the modification agreement. By signing the enclosed documents you are agreeing to the following items:

As of the date of this letter the due date on your loan is 12-01-06.

- 1) The maturity date on your mortgage will change to 4-1-2036.
- 2) Upon NovaStar receiving the signed modification agreement and this cover sheet your next payment due date will be 5-1-07.
- 3) **The enclosed modification agreement must be signed and notarized. The signed and notarized modification agreement must be received by NovaStar no later then 03/30/07, otherwise this offer is considered null and void and a new foreclosure action will commence against the property.**
- 4) **The amount of \$3,600.00 is necessary by 03/30/07 to complete this transaction.**

By signing immediately below you are agreeing to above information as factually correct and they understand that this modification is a one-time offer and that the original terms and conditions of their mortgage are still in full force and effect.

CELIA [REDACTED]

DATE

[REDACTED]

DATE

NovaStar is glad that we were able to assist you in this matter and we hope this resolves all outstanding issues on your mortgage account.

Sincerely,

[REDACTED]

NovaStar Mortgage

When recorded mail to:

NovaStar Mortgage, Inc.
8140 Ward Parkway, Suite 200
Kansas City, MO 64114
Prepared by: Lynette Travis

LOAN MODIFICATION AGREEMENT

This Loan Modification Agreement ("Modification"), is effective _____, by and between Mortgage Electronic Registration System, Inc., P.O. Box 2026, Flint MI 48501-2026, as nominee for NovaStar Mortgage, Inc. designated as the BENEFICIARY, and CELIA _____ . This amends and supplements (1) the Note (the "Note") made by the Borrower, dated November 4, 2005, in the original principal sum of U.S. \$182,753.00, and (2) the Mortgage or Deed of Trust (the "Security Instrument"), recorded on _____ as Instrument Number _____ in Book _____ Page(s) _____ in Bexar County, Texas. The Security Instrument, which was entered into as security for the performance of the Note, encumbers the real and personal property described in the Security Instrument (and defined in the Security Instrument as the "Property"), which is located at _____ That real property is described as follows:

_____ ACCORDING TO THE MAP OR FLAT THEREOF RECORDED IN _____ THE DEED AND FLAT RECORDS OF BEXAR COUNTY, TEXAS.

The Borrower promises to pay the Unpaid Principal Balance, plus interest, to the order of the Lender, until the Unpaid Principal Balance has been paid. Interest will be charged on the Unpaid Principal Balance at the yearly rate of 8.0%, beginning April 1, 2007. The Borrower promises to make monthly payments of principal and interest of U.S. \$1,347.26, beginning on the 1st day of May 2007, and continuing thereafter on the same day of each succeeding month. If on April 1, 2036 (the "Maturity Date"), the Borrower still owes amounts under the Note and the Security Instrument, as amended by this Modification, the Borrower will pay these amounts in full on the Maturity Date. The Borrower will make such payments at P.O. Box 808911, Kansas City, MO 64184-8911 or at such other place as the Lender may require.

Nothing herein contained in any manner whatsoever, alter, amend, modify or changed any other terms or conditions of the above referenced Note and/or Deed of Trust/Mortgage and/or except as to the Modification described above, nor shall any of the rights of the BENEFICIARY thereunder be specifically prejudiced by reason of this modification; all rights of the beneficiary shall be and shall remain in full effect as though the Modification had been originally specified in the original Note and/or Deed of Trust/Mortgage.

PREVIOUS DISCHARGE IN BANKRUPTCY In the event that the underlying debt has been discharged as a result of a prior bankruptcy proceeding, NovaStar Mortgage hereby acknowledges that it is not assessing personal liability for the debt to the borrower(s) and that its recourse in collection matters shall be limited to the collateral described in the security instrument.

