

WaMu®**KEEP THIS COPY FOR YOUR RECORDS****MAY 3, 2008****JOHN** [REDACTED]
[REDACTED]
SAN MARCOS, TEXAS 78666

Via FEDEX

WE ARE A DEBT COLLECTOR. THIS IS AN ATTEMPT TO COLLECT A DEBT AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

WE HAVE TOLD A CREDIT BUREAU ABOUT A LATE PAYMENT, MISSED PAYMENT, OR OTHER DEFAULT ON YOUR ACCOUNT. THIS INFORMATION MAY BE REFLECTED IN YOUR CREDIT REPORT.

RE: Washington Mutual Loan No. [REDACTED]
Property Address: [REDACTED]
SAN MARCOS, TEXAS 78666

Dear **JOHN** [REDACTED]

Thank you for your continued interest in our Homeownership Preservation Program. Enclosed is your proposed Loan Modification Agreement ("Agreement") (three identical sets of documents). The Agreement was prepared consistent with the terms you discussed with a loan workout specialist. The Agreement will not be binding or effective until it has been signed by both you and the lender in compliance with the instructions and conditions in this letter.

Please review the Agreement carefully and if you so desire, consult your own attorney. When you are satisfied with the Agreement and if you wish to proceed with the loan modification, sign all the documents **in black ink, in the presence of a notary** and keep one for your records and return two signed originals to Washington Mutual Bank in the envelope provided. *Please sign your name exactly as it is printed under the signature line. Where appropriate, witness signatures must be from two different individuals and require their printed name under their signature.*

Along with the signed Agreement, you must also send a **certified check or cashier's check** in the amount of \$ **2,800.00** . This amount includes charges for the modification fee and necessary advances including but not limited to recording fees, attorney fees and costs, returned check fees and late charge fees, if any. Additional sums may become due as a result of the timing of this letter and Agreement. Nothing in this letter or Agreement precludes our collections of additional advances.

The signed Agreement and certified or cashier's check must be received by Washington Mutual Bank at the following address on or before **MAY 15, 2008** .

**WASHINGTON MUTUAL BANK
7255 BAYMEADOWS WAY
JACKSONVILLE, FLORIDA 32256**

A title search and endorsement to the original title policy or new title policy must be obtained prior to recording the Agreement.

There is no Agreement if:

- clear title is not confirmed to the satisfaction of the lender;
- the mortgage insurer does not approve; or
- there are any material adverse changes in the circumstances or property condition.

Failure to comply with the requirements and conditions within the specified time period may result in the resumption of normal collection and foreclosure efforts, without further notice.

Upon the Agreement becoming binding and effective, the principal and interest amount of your monthly payments will be \$ **1,464.49** . Your first payment including taxes and insurance (if applicable) is due **JUNE 1, 2008** , the total payment amount is \$ **1,464.49** . This payment amount is subject to change upon escrow analysis, if applicable.

If you are currently in an active bankruptcy, or have been discharged from a bankruptcy previously, then this letter and Agreement does not in any way mean that Washington Mutual Bank, the Trust, or anyone acting on their behalf is attempting to hold you personally liable for the loan. This notice is intended to inform you of your rights as they refer to the lender's ability to foreclose on your property per the loan documents if the loan is not timely brought current.

If you have any further questions please consult with your Washington Mutual Homeowner's Assistance representative by calling the toll-free phone number below.

Sincerely,

Homeowner's Assistance Department

[REDACTED]

03-23-2008 23:06 PRISCILLA 'N 5126676315

PAGE3

**WHEN RECORDED MAIL TO:
FIRST AMERICAN TITLE
P.O. BOX 27670
SANTA ANA, CA 92799-7670
ATTN: LMTS**

PREPARED BY:

**WASHINGTON MUTUAL BANK
7255 BAYMEADOWS WAY
JACKSONVILLE, FLORIDA 32256
ATTN: LMTS**



SPACE ABOVE THIS LINE FOR RECORDER'S USE

LOAN MODIFICATION AGREEMENT

This Loan Modification Agreement ("Agreement") is effective made this 1ST day of MAY 2008 ("Effective Date") between JOHN [REDACTED]

(hereinafter, "the Borrower"), and Deutsche Bank National Trust Company, as Trustee for Long Beach Mortgage Loan Trust 2006-2

the Note holder and mortgagee. Together, the Borrower and the Trust are referred to herein as "the Parties".

RECITALS

The Parties enter into this Agreement with reference to the following stipulated facts:

A. On DECEMBER 23, 2005, Borrower purchased, re-financed or otherwise obtained an interest in a certain real property in HAYS County, TEXAS. In connection with the acquisition of the real property the Borrower delivered a certain promissory note dated DECEMBER 23, 2005, in the original principal amount of \$ 155,800.00 ("Note").

B. The Note was and is secured by a deed of trust, mortgage, applicable riders, addenda or other security instrument ("Security Instrument"), dated DECEMBER 23, 2005, and recorded DECEMBER 29, 2008, as Document No. 05037581, in the official records of HAYS County as a lien against the real property described in the Security Instrument, and located at [REDACTED] SAN MARCOS, TEXAS 78666 (the "Subject Property"), and is more particularly described as:



TAX ID #: [Redacted]

- C. Borrower is the current owner of record of the Subject Property. No other persons or business entities have ownership, management or control of the Subject Property. Borrower has not assigned, transferred, mortgaged or hypothecated the Subject Property, or any fee estate therein, nor the rents, income and profits of the Subject Property as may be described in the Security Instrument, except as set forth in these recitals.
- D. Borrower has requested that the terms of the Note and Security Instrument be modified. The Parties have agreed to do so pursuant to the terms and conditions stated in this Agreement.

AGREEMENT

NOW, THEREFORE, In consideration of the mutual promises and agreements exchanged, the Parties hereto agree as follows:

- 1. **Incorporation of Recitals.** The Recitals are an integral part of this Agreement and are incorporated by reference herein.
- 2. **Unpaid Principal Balance.** The Parties agree that as of **MAY 1, 2008**, the unpaid principal balance of the Note and the Security Instrument is \$ **154,304.08** (the "Unpaid Principal Balance").
- 3. **Capitalization.** The Borrower acknowledges that interest on the Unpaid Principal Balance has accrued but has not been paid and the Trust, or the servicer on behalf of the Trust, has incurred, paid or otherwise advanced taxes, insurance premiums and other expenses necessary to protect or enforce the interest of the Note holder or mortgagee and that such accrued and unpaid interest, costs and expenses in the total amount of \$ **6,967.10** (the "Capitalized Amount") has been added to the indebtedness under the terms of the Note and Security Instrument, as of **MAY 1, 2008**.
- 4. **Modified Principal Balance.** When payments resume on **JUNE 1, 2008**, the new balance due on the loan will be \$ **161,271.18** ("Modified Principal Balance"), which consists of \$ **154,304.08** plus \$ **6,967.10**.
- 5. **Reamortization.** The Modified Principal Balance will be reamortized over **322** months.
- 6. **Interest.** Interest will be charged on the Modified Principal Balance at the interest rate of **10.250** % per cent per annum from **MAY 1, 2008**.
- 7. **Monthly Payment.** Borrower promises to pay monthly payments of principal and interest in the amount of \$ **1,464.49** beginning **JUNE 1, 2008**, and on the same day of each month thereafter until the entire amount due and payable under the terms of the Note, Security Instrument and this Agreement are paid in full.

03-23-2008 23:07 PRISCILLA ' N 5126676315

PAGES

8. **Maturity Date.** The maturity date under the Note and Security Instrument remain unchanged. Borrower acknowledges and understands that, as a result of this Agreement which may defer payment of an arrearage or extend the loan amortization period, or both, a lump sum payment may be due on the Maturity Date. All amounts due and owing under the Note, Security Instrument and this Agreement are due in full on the Maturity Date.

9. **Payments; Delivery of Payments.** The Borrower promises to pay the Modified Principal Balance, plus interest, to the order of **WASHINGTON MUTUAL BANK**

Borrower(s) shall make the Monthly Payments described as follows, or at such other place that **WASHINGTON MUTUAL BANK**

may designate:

**WASHINGTON MUTUAL BANK
7255 BAYMEADOWS WAY
ATTENTION: CASHIERING
JACKSONVILLE, FLORIDA 32256**

10. **Interest and Payment Adjustments.** If the Note and Security Instrument provide for adjustments to the interest rate and monthly payment amount, the Borrower's interest rate and monthly payment amounts shall be adjusted periodically in accordance with the provisions of the Note and Security Instrument, when and as provided for in the Note and Security Instrument.

11. **Acceleration Upon Unauthorized Transfer.** The acceleration terms under the Note and Security Instrument are incorporated herein by reference.

12. **Effect of this Agreement.** Except to the extent that they are modified by this Agreement, the Borrower(s) hereby reaffirm all of the covenants, agreements and requirements of the Note and 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 obliged to make under the Security Instrument. Borrower(s) further agree to be bound by the terms and provisions of the Note and Security Instrument, as modified hereby.

13. **No Release.** Nothing in this Agreement shall be understood or construed to be a satisfaction or release in whole or in part of the Note and/or Security Instrument. Except as expressly provided in this Agreement, all of the terms, covenants, agreements and the Note and Security Instrument will remain unchanged and the Parties will be bound by, and comply with, all of the terms and provisions of the instruments, as amended by this Agreement.

14. **Warranties.** Borrower does hereby state and warrant that the above described Note is valid and enforceable in all respects and is not subject to any claims, defenses or right of offset or credit except as herein specifically provided. Borrower does further hereby extend all liens and security interests on all of the Subject Property and any other rights and interests which now or hereafter secure said Note until said Note as modified hereby has been fully paid, and agree that this modification and extension will in no manner impair the Note or any of the liens and security interests securing the same and that all of the liens, equities, rights, remedies and security interests securing said Note shall remain in full force and effect and shall not in any manner be waived. Borrower further agrees that all of the terms, covenants, warranties and provisions contained in the original Note and Security Instrument are now and shall be and remain in full force and effect as therein written, except as otherwise expressly provided herein, until the Note is paid in full and all other obligations under the Security Instrument are fulfilled.

15. **Further Assurances.** Borrower does further state and warrant that all of the recitals, statements and agreements contained herein are true and correct and that Borrower is the sole owner of the fee simple title to all of the Subject Property securing the Note.

16. **Acknowledgment by Borrower.** As part of the consideration for this Agreement, Borrower agrees to release and waive all claims Borrower might assert against the Trust and or its agents, and arising from any act or omission to act on the part of the Trust or its agents, officers, directors, attorneys, employees and any predecessor-in-interest to the Note and Security Instrument, and which Borrower contends caused Borrower damage or injury, or which Borrower contends renders the Note or the Security Instrument void, voidable, or unenforceable. This release extends to any claims arising from any judicial foreclosure proceedings or power of sale proceedings if any, conducted prior to the date of this Agreement. Borrowers have and claim no defenses, counterclaims or rights of offset of any kind against Lender or against collection of the Loan.

17. **Bankruptcy Considerations.** Notwithstanding anything to the contrary contained in this Agreement, the Parties hereto acknowledge the effect of a discharge in bankruptcy that may have been granted to the Borrower prior to the execution hereof and that the Note holder may not pursue the Borrower for personal liability. However, the Parties acknowledge that the mortgagee/beneficiary retains certain rights, including but not limited to the right to foreclose its lien against the Subject Property under appropriate circumstances. The Parties agree that additional consideration for this Agreement is the Trust's forbearance from presently exercising the rights and remedies of the Note holder and mortgagee under the Security Instrument. Nothing herein shall be construed to be an attempt to collect against the Borrower personally or an attempt to revive personal liability, if the Borrower has obtained a discharge of that liability from a United States Bankruptcy Court.

[signature pages follow]

03-23-2008 23:08 PRISCILLA N 5126676315

PAGE 7

[REDACTED]

BORROWER(S):

Date: _____

JOHN _____ [REDACTED]

STATE OF _____)
COUNTY OF _____)ss:
_____)

On _____, before me, _____
personally appeared [REDACTED]

who 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 of Notary

My commission expires: _____

03-23-2008 23:08 PRISCILLA N 5126676315

PAGES

**Deutsche Bank National Trust Company, as
Trustee for Long Beach Mortgage Loan Trust 2006-2**



By:



(name)

ASSISTANT VICE PRESIDENT

(title)

Date:

STATE OF FLORIDA)
)ss:
COUNTY OF DUVAL)

On _____, before me, the undersigned, a Notary Public in and for said State,
personally appeared _____
[] 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 of Notary



SAN MARCOS, TEXAS 78066
WASHINGTON MUTUAL BANK

NOTICE OF NO ORAL AGREEMENTS

THIS 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 admit to having each received and read a copy of this Notice on or before 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 any other thing of value or to otherwise extend credit or make a financial accommodation.

Borrower _____ Date _____
JOHN

Borrower _____ Date _____

Borrower _____ Date _____

Borrower _____ Date _____

Borrower _____ Date _____

Borrower _____ Date _____



WASHINGTON MUTUAL BANK

ERRORS AND OMISSIONS COMPLIANCE AGREEMENT

In consideration of
WASHINGTON MUTUAL BANK

(the "Lender") agreeing to modify the referenced loan (the "Loan") to the Borrower, the Borrower agrees that if requested by the Lender, the Borrower will correct, or cooperate in the correction of, any clerical errors made in any document or agreement entered into in connection with the modification of the Loan, if deemed necessary or desirable in the reasonable discretion of the Lender, to enable Lender to sell, convey, seek guaranty or market the Loan to any entity, including without limitation, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Government National Mortgage Association, the Federal Housing Authority, the Department of Veterans Affairs or any municipal bond authority.

The Borrower agrees to comply with all such requests made by the Lender within 30 days of receipt of written request from the Lender. Borrower agrees to assume all costs that may be incurred by the Lender, including without limitation, actual expenses, legal fees and marketing losses, as a result of the Borrower's failure to comply with all such requests within such 30 day time period.

The Borrower makes this agreement in order to assure that the documents and agreements executed in connection with the modification of the Loan will conform to and be acceptable in the marketplace in the event the Loan is transferred, conveyed, guaranteed or marketed by the Lender.

JOHN _____ Date

_____ Date

_____ Date

_____ Date

_____ Date

_____ Date

Lender **WASHINGTON MUTUAL BANK**

Loan Number [REDACTED]

Loan Amount \$ **161,271.18**

Borrower **JOHN** [REDACTED]

Address [REDACTED]
SAN MARCOS, TEXAS 78666

TEXAS LOAN AGREEMENT NOTICE

Section 26.02(b) of the Texas Business and Commerce Code provides as follows:

A loan agreement in which the amount involved in the loan agreement exceeds \$50,000.00 in value is not enforceable unless the agreement is in writing and signed by the party to be bound or by that party's authorized representative.

You are hereby notified that:

THE WRITTEN LOAN AGREEMENT TO WHICH THIS NOTICE RELATES REPRESENTS THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENT OF THE PARTIES.

THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.

LENDER: WASHINGTON MUTUAL BANK _____

By: _____

Date: _____

Borrower **JOHN** [REDACTED] Date

Borrower [REDACTED] Date

Borrower Date

Borrower Date