

2008-06-25 13:59

TRISHIA

13526871066 >>

8662002139

P 2/8

After Recording Return To:
CHASE HOME FINANCE LLC
3415 VISION DRIVE
MAIL CODE OH4-7218
COLUMBUS, OHIO 43219

(Space above for Recording Data)

Loan Number 2470331
Inv. # 145

LOAN MODIFICATION AGREEMENT

This Loan Modification Agreement ("Agreement") is made as of JULY 01, 2008, by and between Richard [REDACTED] ("Borrower") and CHASE HOME FINANCE LLC ("Lender") as holder, or as the authorized Servicer for the current holder, of a Loan (the "Loan") evidenced by that certain Promissory Note, including any riders attached thereto, (the "Note") dated SEPTEMBER 26, 2007, in the original principal amount of \$102,400.00, and secured by a lien (the "Mortgage"), on that certain property commonly known as [REDACTED] LANE, OCALA, FLORIDA 34472 (the "Property").

Whereas, at Borrower's request, Lender has agreed to modify the terms of the Note.

Now, therefore, in consideration of the premises and the parties' mutual agreement herein, the parties agree:

1. **Modifications.** The Note will be modified as set forth below upon timely execution of this Agreement by the Borrower, delivery of this Agreement to Lender and satisfaction of all other conditions communicated by Lender to Borrower in writing.

Effective JULY 01, 2008 the unpaid principal balance of the Loan will be increased by \$7,262.61 from \$102,256.62 to \$109,519.23.

Effective JULY 01, 2008, the monthly principal and interest payment will be \$544.85 for the period from 07/01/2008 to 06/01/2013. Then will adjust to \$660.85 beginning 07/01/2013 through the maturity date of the loan.

2008-06-25 13:59

TRISHIA

13526871066 >>

8662002139

P 3/8

Effective JUNE 01, 2008, the interest rate will be 4.250% for the period from 06/01/2008 to 06/01/2013. Then will adjust to 6.250% beginning 06/01/2013 to the maturity of the loan.

2. **Release and Waiver of Claims.** In consideration of Lender's agreement to enter into this Agreement, Borrower releases Lender (and the holder of the Note if other than Lender) from any and all claims, demands and causes of action of any nature, whether known or unknown, arising out of, connected with or incidental to the Loan.
3. **Conditions.** The modification(s) of Section 1 are subject to the following representations of the Borrower:

Borrower agrees to execute such other documents or papers as may be necessary to effectuate the terms and conditions of this Agreement.

Borrower represents and warrants that other than the Mortgage, the Property is not subject to any liens or encumbrances except for liens previously disclosed to Lender.

Borrower represents that it is the owner of the Property and that it has not sold or otherwise transferred an interest in the Property to any other person or entity.
4. **Negotiability of Instruments.** The Note, this Agreement, and the corresponding Mortgage evidencing the subject indebtedness are fully negotiable at Lender's sole discretion, all beneficial interests therein may be transferred, assigned, sold, pledged or otherwise conveyed by Lender.
5. **Other Provisions Unmodified.** Except as expressly modified by the terms of this Agreement, the rights and obligations of parties under the Note and Mortgage shall remain unmodified and in full force and effect.

If, since the inception of the Loan and prior to the date of the Agreement, Borrower received a discharge in bankruptcy without reaffirming the underlying debt, Lender is not attempting to re-establish any personal liability for the loan.

[Signatures continue on following pages]

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

2008-08-25 13:59 TRISHIA

13526871066 >>

8662002139

P 4/8

BY SIGNING BELOW, Borrower accepts, acknowledges, and agrees to the terms, conditions, covenants contained herein.

BORROWER:

RICHARD
(printed name)

(printed name)

(printed name)

(printed name)

(printed name)

(printed name)

ACKNOWLEDGEMENT(S) OF BORROWERS

STATE OF _____
COUNTY OF _____

Before me, a Notary Public, in and for said County, personally appeared the above named **RICHARD** 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 _____, this _____ day of _____, 20_____.

Notary Public

My commission expires: _____