

**Homecomings Financial**

A GMAC Company

May 7, 2008

[REDACTED]

[REDACTED]

MORENO VALLEY, CA 92557

RE: Account Number

743 [REDACTED]

[REDACTED] DRIVE

MORENO VALLEY, CA 92557

Dear [REDACTED]

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

- Receipt of your contribution
- Receipt of the signed and notarized loan modification agreement and any attachments
- Receipt of clear title, if applicable

The terms of the modification you requested is as follows:

1. The down payment of \$2,055.00 must be remitted in the form of certified funds by 5/16/2008 to be applied towards the costs below. The down payment and the signed and executed loan modification must be sent to:

Homecomings Financial, LLC  
 Attention: Payment Processing/Loan Modification  
 3451 Hammond Avenue Waterloo, IA 50702

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

Interest portion of your 3/1/2008 - 6/1/2008 payments		\$7,772.19
Late Charges		\$395.63
Inspection Fees		\$11.25
		\$8,177.07
	Total Costs	\$8,177.07
	Less Suspense Balance	\$1,519.73
	Less Amounts Capitalized	\$4,602.34
		\$2,055.00
<b>Total Due</b>		

3. The interest rate is 6.6250%, the new unpaid principal balance is \$327,602.34, the term is 326 and the maturity date is August 1, 2035.
4. The first modified payment begins July 1, 2008.

Principal and Interest		\$1,808.64
Escrow		\$0.00
Additional Installment		\$0.00
Total		\$1,808.64

Please remit the monthly payments to us and forward to my attention until you have received a Mortgage Account Statement. Late charges are assessed in accordance with your mortgage document.

5. Do NOT sign the documents unless in the presence of a Notary. The enclosed documents must be signed (in black ink) in the presence of a Notary and (if applicable) other witnesses. We have marked the documents to indicate specifically where they must be signed. All of the documents must be executed and the signatures must be exactly as the way the names are typed.
6. If the final closing costs are more than projected, the difference will be assessed to the account.

- 7. All miscellaneous fees and late charges may not have been included in the loan modification and will remain outstanding.
- 8. The loan modification will not be complete until we receive documents properly executed and the down payment. Until the modification is completed we will continue to enforce our lien. If the conditions outlined above are not satisfied the modification will be withdrawn.

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 reference loan, not as a personal liability.

If you have any questions, please contact me at [redacted] or direct at [redacted]

Sincerely,

Mag [redacted]  
Loss Mitigation

## Record &amp; Return To:

HOMECOMINGS FINANCIAL, LLC  
 Attention: Loss Mitigation  
 3451 Hammond Avenue  
 Waterloo, IA 50702

\_\_\_\_\_  
 (Space Above This Line For Recorder's Use)

**INTEREST ONLY ADJUSTABLE RATE LOAN MODIFICATION  
 AGREEMENT (Six-Month Libor Index – Rate Caps)**

This Interest Only Adjustable Rate Loan Modification Agreement ("Agreement") made this 1ST day of JUNE, 2008, ("Effective Date") between ~~Norman Lopez~~ ("Borrower") and HOMECOMINGS FINANCIAL, LLC ("Lender"), amends and supplements that certain promissory note ("Note") dated 07/20/2005, in the original principal amount of THREE HUNDRED TWENTY THREE THOUSAND Dollars (\$323,000.00) executed by Borrower. The Note is secured by a Mortgage, Deed of Trust, or Deed to Secure Debt (the "Security Instrument"), dated the same date as the Note, and recorded in the real property records of RIVERSIDE County, CA. Said Security Instrument covers the real and, if applicable, personal property described in such Security Instrument (the "Property") located at ~~3451 Hammond Avenue~~ DRIVE, MORENO VALLEY, CA. 92557, which real property is more particularly described as follows:

(Legal Description)

Borrower acknowledges that Lender is the legal holder and the owner of the Note and Security Instrument and further acknowledges that if Lender transfers the Note, as amended by this Agreement, the transferee shall be the "Lender" as defined in this Agreement.

Borrower has requested, and Lender has agreed, to extend or rearrange the time and manner of payment of the Note and to extend and carry forward the lien(s) on the Property whether or not created by the Security Instrument.

Now, therefore, in consideration of the mutual promises and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the parties hereto agree as follows (notwithstanding anything to the contrary contained in the Note or Security Instrument):

1. Borrower acknowledges that as of the Effective Date, the amount payable under the Note and secured by the Security Instrument (the "Principal Balance") is THREE HUNDRED TWENTY SEVEN THOUSAND SIX HUNDRED TWO DOLLARS AND THIRTY FOUR CENTS (\$327,602.34). Borrower hereby renews and extends such indebtedness and promises to pay jointly and severally to the order of Lender the Principal Balance, consisting of the amount(s) loaned to Borrower by Lender and any accrued but unpaid interest capitalized to date.

2. Interest will be charged on the unpaid Principal Balance until the full amount of principal has been paid. Borrower will pay interest at a yearly rate of 6.625% from 06/01/2008. The interest rate Borrower will pay will change in accordance with this Agreement. The interest rate required by this Agreement is the rate Borrower will pay both before and after any default under the terms of the Note, as amended by this Agreement.

3. Borrower promises to make initial monthly interest only payments of \$1,808.64 beginning on 07/01/2008 ('First Interest Only Payment Date'), for the first 26 months from the First Interest Only Payment Date. I will make my monthly payments of principal and interest beginning on the First Principal and Interest Payment Due Date as described in Section 9 of this Note. I will make these payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. Each monthly payment will be applied to interest before Principal. If on 08/01/2035 ("Maturity Date"), Borrower still owes amounts under the Note and the Security Instrument, as amended by this Agreement, Borrower will pay these amounts in full on the Maturity Date. Borrower will make such payments at 3451 Hammond Avenue, Waterloo, IA 50702 or at such other place as Lender may require.

4. The monthly payment may change based on changes in the unpaid principal of the loan and in the interest rate Borrower must pay. Lender will determine the new interest rate and the changed amount of the monthly payment in accordance with this Agreement. The interest rate Borrower will pay may change on 06/01/2013, and on that day every SIX months thereafter. Each date on which the interest rate could change is called a "Change Date".

5. Beginning with the first Change Date, the interest rate will be based on an Index. The "Index" is the average of interbank offered rates for six-month U.S. dollar-denominated deposits in the London Market ("LIBOR"), as published in *The Wall Street Journal*. The most recent Index figure available as of the first business day of the month immediately preceding the month in which the Change Date occurs is called the "Current Index."

6. Before each Change Date, Lender will calculate the new interest rate by adding TWO AND TWENTY NINE THOUSANDTHS percentage points (2.029%) to the Current Index. Lender will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated below, this rounded amount will be the new interest rate until the next Change Date. Lender will then determine the amount of the monthly payment that would be sufficient to repay the unpaid principal that Borrower is expected to owe at the Change Date in full on the Maturity Date at the new interest rate in substantially equal payments. The result of this calculation will be the new amount of the monthly payment. Borrower will pay the amount of the new monthly payment beginning on the first monthly payment date after the Change Date until the amount of the monthly payment changes again. The monthly payments will be applied first to the payment of interest due and then to principal.

7. The interest rate Borrower is required to pay at the first Change Date will not be greater than 13.625% or less than 6.625%. Thereafter, the interest rate will never be increased or decreased on any single Change Date by more than One percentage points (1 %) from the rate of interest Borrower has been paying for the preceding SIX months. The interest rate will never be greater than 13.625%.

8. Before the effective date of any change, Lender will deliver or mail to Borrower notice of any changes in the interest rate and the amount of the monthly payment. The notice will include information required by law to be given to Borrower and also the title and telephone number of a person who will

answer any questions Borrower may have. Unless applicable law requires a different method, any notice that must be given to Borrower under this Agreement will be given by delivering it or mailing it by first class mail to Borrower at the property address stated above or at a different address if Borrower gives Lender notice of Borrower's different address. Any notice that must be given to Lender under this Agreement will be given by mailing it first class mail to the Lender at the address stated in Paragraph 3 above or at a different address if Borrower is given notice of that different address.

9. The date of my first payment consisting of both principal and interest on this Note (the "First Principal and Interest Payment Date") shall be that date which is the 2 YEAR 2 MONTH anniversary date of the first Interest Only payment due date, as reflected in Section 3. Each monthly payment will be applied as of its scheduled due date, and if the payment includes both principal and interest, it will be applied to interest before Principal. If, on AUGUST 1, 2035, I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "Maturity Date."

10. If Lender has not received the full amount of any monthly payment by the end of 15 calendar days after the date it is due, Borrower will pay a late charge to Lender. The amount of the charge will be the late charge percentage provided for in the Note multiplied by the overdue payment of principal and interest required under this Agreement. Borrower will pay this late charge promptly but only once on each late payment. The late charge is not in lieu of any other remedy of Lender, including any default remedy.

11. It is the intention of the parties that all liens and security interests described in the Security Instrument are hereby renewed and extended (if the Maturity Date of the original Note has been changed) until the indebtedness evidenced by the Note and this Agreement has been fully paid. Lender and Borrower acknowledge and agree that such renewal, amendment, modification, rearrangement or extension (if applicable) shall in no manner affect or impair the Note or liens and security interests securing same, the purpose of this Agreement being simply to modify, amend rearrange or extend (if applicable) the time and the manner of payment of the Note and indebtedness evidenced thereby, and to carry forward all liens and security interests securing the Note, which are expressly acknowledged by Borrower to be valid and subsisting, and in full force and effect so as to fully secure the payment of the Note.

12. If all or any part of the Property or any interest in it is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) 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 such exercise is prohibited by applicable law. 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 this 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. For purposes of this paragraph, "interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is transfer of title by Borrower at a future date to a purchaser.

13. As amended hereby, the provisions of the Note and Security Instrument shall continue in full force and effect, and the Borrower acknowledges and reaffirms Borrower's liability to Lender thereunder. In the event of any inconsistency between this Agreement and the terms of the Note and Security Instrument, this Agreement shall govern. Nothing in this Agreement shall be understood or construed to