

Old Payment: \$4,887.61
 New Payment: \$2,016.18
 Old Rate: 9.8%
 New Rate: 2.75%

(Space above for Recording Data)

LOAN NUMBER: [REDACTED]

C37

LOAN MODIFICATION AGREEMENT

This Modification Agreement ("Agreement"), is made as of December 01, 2008 by and between [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 May 24, 2005, in the original principal amount of \$408,000.00, and secured by a lien (the "Mortgage"), on that certain property commonly known as [REDACTED] Fontana, CA 92336 (the "Property"), and legally described as:

LOT 27 OF TRACT 15839-6, AS PER MAP RECORDED IN BOOK 277, PAGE(S) 59-65, INCLUSIVE OF MISCELLANEOUS MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

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 December 01, 2008, the unpaid principal balance of the Loan will be increased/decreased from \$406,114.13 to \$455,896.19.

Effective December 01, 2008, the monthly principal and interest payment will be \$2,016.18 for the period from December 01, 2008 to November 01, 2013. Then it will adjust to \$2,431.60 for the period from December 01, 2013 to November 01,

2014. Then it will adjust to \$2,871.56 beginning December 01, 2014, through the maturity date of the loan. The principal and interest payment does not include any amount for the payment of taxes and/or insurance.

Effective November 01, 2008, the interest rate will be 2.7500% for the period from November 01, 2008 to November 01, 2013. Then it will adjust to 4.7500% for the period from November 01, 2013 to November 01, 2014. Then it will adjust to 6.7500% from November 01, 2014 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. **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 reestablish any personal liability for the loan.

[Signatures continue on following pages]

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK



Please send payments ONLY to:

PO BOX 78116
PHOENIX, AZ
85062-8116

MORTGAGE LOAN STATEMENT

01794 1-1

Loan Number: [REDACTED]
Statement Date: 03/26/08
Property Address: [REDACTED]
FONTANA, CA 92336

Loan Information:
Last Payment Received: 03/21/08
Interest Rate: 9.800%
Principal Balance: \$406,433.88



FONTANA CA 82338-5337

Current Payment	
Principal & Interest	\$3,559.67
+Escrow/Impound	\$1,327.94
+Optional Insurance	\$0.00
Current Payment	\$4,887.61

ACCOUNT STATEMENT IS FOR
INFORMATIONAL PURPOSES ONLY

3/21/2008
Due 12/1/2007

IMPORTANT MESSAGES

Your last payment was received on March 21, 2008.

Port No #35,800.87
Bal: \$406,433.88

Please refer to the back of this statement for important information about your account.

Please Note: This statement is not a request for payment. It is for informational purposes only. However, you may use the attached coupon below to remit your next payment to Chase.

For questions about your loan, please call a Chase Customer Care Professional at 1-800-548-7912, Monday through Friday, from 8:00 a.m. to 9:00 p.m. and Saturday, 8:00 a.m. to 5:00 p.m. Eastern Time.

Please reference your loan number, which appears in the upper right-hand corner of your statement, on all payments and inquiries



Please designate how you want to apply any additional funds.

Loan Number 0021145586

Make your check or money order payable to Chase Home Finance and write your loan number on it. Please do not send cash.

Mailing address change indicated on back

SHERRY LANDMESSER

Current Payment	\$4,887.61
Late Charges	\$
Additional Principal	\$
Total Amount Enclosed	\$



CHASE HOME FINANCE
PO BOX 78116
PHOENIX, AZ 85062-8116

IST.