

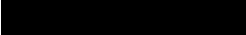


August 23, 2013

**Requested By:**



**Customer Name:**



**Account Number:**



**Property Address:**



Dear Customer(s):

Select Portfolio Servicing, Inc. (SPS), the mortgage servicer on the above referenced account, is pleased to inform you that you have been approved for a loan modification. Enclosed are two copies of your Loan Modification Agreement (Agreement). Please read the Agreement carefully and be certain you fully understand the new terms before signing and returning it to SPS. We encourage you to make and keep copies of the modification documents for your records.

You must sign both copies of the Agreement and return both copies no later than September 22, 2013. Please fax a copy of the signed Agreement to (801) 269-4459 and mail both copies of the original signed Agreement to:

Select Portfolio Servicing, Inc.  
P.O. Box 65250  
Salt Lake City, UT 84115

Important! This offer may expire if the signed agreement and required certified funds are not received by the due date.

As detailed in the enclosed Agreement, your loan will have a new principal balance of \$291,490.40 at an interest rate of 4.375%. Your new monthly payment of \$2,336.33 is due on the 1st of each month beginning with the October 1, 2013 payment. This new monthly payment may include additional escrow payments for property taxes and homeowner's insurance as provided by the Agreement. It is important that you make the modified payments on time and in the correct amount. It may take an additional month for our billing statements to reflect the modified loan terms.



If you have any questions or concerns, please contact our Loan Resolution Department. Our toll-free number is (888) 818-6032, and representatives are available Monday through Thursday between the hours of 8 a.m. and 11 p.m., Friday from 8 a.m. to 9 p.m., and Saturday from 8 a.m. to 2 p.m., Eastern Time.

Sincerely,

Select Portfolio Servicing, Inc.

**Esta carta contiene información importante concerniente a sus derechos. Por favor, hágala traducir. Nuestros representantes bilingües están a su disposición para contestar cualquier pregunta llamando al teléfono (800) 831-0118 y marque la opción 2.**

**This communication from a debt collector is an attempt to collect a debt and any information obtained will be used for that purpose.**

**Minnesota – This collection agency is licensed by the Minnesota Department of Commerce  
New York City – Collection Agency License #1170514**



## LOAN MODIFICATION AGREEMENT

This Loan Modification Agreement ("Agreement") is effective September 1, 2013, between [REDACTED] ("Borrower") and Select Portfolio Servicing, Inc., acting on behalf of the owner of the Note, ("Lender"). If Borrower's representations and covenants in Section 1 continue to be true in all material respects, then this Agreement will amend and supplement, as set forth in Section 2, the Note made by the Borrower, dated June 28, 2006, in the original principal sum of \$485,000.00 ("Note"). The Mortgage or Deed of Trust ("Security Instrument"), which was entered into as security for the Note, encumbers the real and personal property described in the Security Instrument (defined in the Security Instrument as the "Property"), known as

[REDACTED]

The Note and Security Instrument are collectively referred to in this Agreement as the "Loan Documents."

1. Borrower Representations and Covenants. Borrower certifies, represents, covenants, and agrees as follows:
  - a. Borrower is experiencing a financial hardship, and as a result, (i) is in default under the Note or default is imminent, and (ii) Borrower does not have sufficient income or access to sufficient liquid assets to make the monthly mortgage payments now or in the near future.
  - b. There has been no impermissible change in the ownership of the Property since Borrower signed the Note.
  - c. If requested by Lender, Borrower has provided documentation for all income that they receive.
  - d. All documents and information Borrower has provided to Lender in connection with this Agreement, including the documents and information regarding eligibility for this Agreement, are complete, true and correct.
  - e. Borrower has made or will make all payments required under a trial modification plan or loan workout plan, if applicable.
  - f. The property is neither in a state of disrepair, nor condemned.
  
2. The Modification. If Borrower's representations and covenants in Section 1 continue to be true in all material respects and all preconditions to the modification set forth in Section 2 have been met, the Loan Documents will automatically become modified on September 1, 2013 (the "Modification Effective Date") and all late charges that remain unpaid will be waived. Borrower understands that if they fail to make any payments as a precondition to this modification under a workout plan or trial modification plan, this modification will not take effect. The first modified payment will be due on October 1, 2013.
  - a. The Maturity Date will be: August 1, 2036.
  - b. The modified principal balance of the Note will include all amounts and arrearages that will be past due as of the Modification Effective Date (including unpaid and deferred interest, fees, escrow advances and other costs, but excluding unpaid late charges, collectively, "Unpaid Amounts") less any amounts paid to the Lender but not previously credited to the account associated with the Note. The new principal balance of the Note will be \$676,845.40 (the "New Principal Balance"). Borrower understands that by agreeing to add the Unpaid Amounts to the outstanding principal balance, the added Unpaid Amounts accrue interest based on the interest rate in effect under this Agreement. Borrower also understands that this means interest will now accrue on the unpaid interest that is added to the outstanding principal balance, which would not happen without this Agreement.
  - c. \$385,355.00 of the New Principal Balance shall be deferred (the "Deferred Principal Balance") and will be treated as a non-interest bearing principal forbearance. Borrower will not pay interest or make monthly payments on the Deferred Principal Balance. In addition, \$385,355.00 of the Deferred Principal Balance is eligible for forgiveness (the "Deferred Principal Reduction Amount"). Provided Borrower is not in default on any new payments such that the equivalent of three full monthly payments are due and unpaid on the last day of any month, on each of the first, second and third anniversaries of September 1, 2013, the Lender shall reduce the Deferred Principal Balance of the Note in installments equal to one-third of the Deferred Principal Reduction Amount. Application of the Deferred Principal Reduction Amount will not result in a new payment schedule. The New Principal Balance less the Deferred Principal Balance shall be referred to as the "Interest Bearing Principal Balance" and this amount is \$291,490.40. Interest at the rate of 4.375% will begin to accrue on the Interest Bearing Principal Balance as of September 1, 2013 and the first new monthly payment on the Interest Bearing Principal Balance will be due on October 1, 2013. The payment schedule for the modified Lien Documents is as follows:

Months	Interest Rate	Interest Rate Change Date	Monthly Principal and Interest Payment Amount	Estimated Monthly Escrow Payment Amount*	Total Monthly Payment*	Payment Begins On	Number of Monthly Payments
1-275	4.375%	N/A	\$1,680.44	\$655.89, may adjust periodically	\$2,336.33, may adjust periodically	October 1, 2013	275

\*The escrow payments may be adjusted periodically in accordance with applicable law and therefore the total monthly payment may change accordingly.

Borrower further understands that, provided they are not in default under the terms of this Agreement and they pay the Note in full (i) any time more than 30 calendar day after the Modification Effective Date, and (ii) prior to the application of the entire Deferred Principal Reduction Amount, Borrower shall be fully vested in and entitled to the unapplied amount of the Deferred Principal Reduction Amount and the unapplied amount shall be deducted from the payoff balance.

**BALLOON NOTICE.** THE TERM OF THE LOAN IS **275 MONTHS**. AS A RESULT, BORROWER WILL BE REQUIRED TO REPAY THE ENTIRE PRINCIPAL BALANCE AND ANY ACCRUED INTEREST THEN OWING ON THE MATURITY DATE. LENDER HAS NO OBLIGATION TO REFINANCE THIS LOAN, INCLUDING THE DEFERRED PRINCIPAL BALANCE, AT THE END OF TERM. THEREFORE, BORROWER MAY BE REQUIRED TO REPAY THE LOAN OUT OF ASSETS THEY OWN, OR BORROWER MAY HAVE TO FIND ANOTHER LENDER WILLING TO REFINANCE THE LOAN. ASSUMING ANOTHER LENDER REFINANCES THIS LOAN AT MATURITY, BORROWER MAY BE CHARGED INTEREST AT MARKET RATES PREVAILING AT THAT TIME AND SUCH RATES MAY BE HIGHER THAN THE INTEREST RATE PAID ON THE NOTE. BORROWER MAY ALSO HAVE TO PAY SOME OR ALL OF THE CLOSING COSTS NORMALLY ASSOCIATED WITH A NEW MORTGAGE LOAN.

- d. Borrower has agreed to establish an escrow account to pay for property taxes and homeowner's insurance and pay a monthly escrow payment in the initial amount of \$607.61. Borrower's total monthly payment of principal, interest and escrow will therefore be equal to \$2,336.33. Borrower acknowledges that the payments attributable to insurance and taxes are determined by the state taxing authorities and insurance companies and therefore, are subject to change from time to time. Borrower will be notified of any changes.

