

HomeEq Servicing

P.O. BOX 13716
SACRAMENTO, CA 95853-3716

ACCOUNT STATEMENT

Statement Date: 12/22/08

Account Number: [REDACTED]

WE'RE HERE FOR YOU

Visit us on the web at www.homeq.com or call Customer Service at 1-877-867-7378 Monday through Friday, 5:00 A.M. - 5:30 P.M., Pacific Time. For your convenience, our automated attendant is available 24 hours a day, seven days a week.

*ESTAMOS AQUI PARA SERVIRLO

Para asistencia con preguntas, favor de llamar a nuestro Departamento de Servicio al Cliente al 1-877-867-7378, Lunes a Viernes, 5:00 A.M. - 5:30 P.M., Tiempo Pacifico. Nuestro sistema automatizado esta disponible las 24 horas del dia, siete dias a la semana para su conveniencia.

Property Address: [REDACTED]

10/2/08 14 00 034995 2001220 01 501123100 ME 1 03/1008 01 50530000 145144 MG



AMOUNT DUE EXPLANATION

Principal and Interest Due	\$3,182.54
Escrow	\$358.88
Escrow Over/Short	\$21.20
Minimum Monthly Amount-Due By 01/01/09	\$3,562.62

Amount(s) Past Due-As of 12/22/08	\$10,687.86
Late Charge Balance	\$580.65
Returned Payment Fees	\$25.00
Other Fees	\$30.00
Advances	\$105.50
Amount Due*-By 01/01/09	\$14,991.63

*Amount Due may not include all fees or advances.

PLEASE NOTE:

If the Minimum Monthly Payment due on 01/01/09 is not received by 01/16/09, a late charge in the amount of \$159.13 may be assessed to your account.

*PAYMENT ACTIVITY

Principal-Scheduled	\$0.00
Interest	\$0.00
Late Charge(s)/Fees/Advances	\$0.00
Total	\$0.00

ACCOUNT INFORMATION

Principal Balance - As of 12/22/08	\$411,786.03
Escrow Balance - As of 12/22/08	\$152.22

The Principal Balance does not represent the payoff amount of your account and is not to be used for payoff purposes.

Taxes Paid Year-To-Date	\$3,720.25
Insurance Paid Year-To-Date	\$652.00
Interest Paid Year-To-Date	\$27,796.68

ACCOUNT STATUS

HomeEq has not received your last two payments. Your account is now in default. If you have already brought your account current, please accept our thanks. If not, please call us immediately at 1-800-795-5125. We may have a solution for you.

PROTECT YOUR CREDIT

You are hereby notified that we may report information about your account to credit reporting agencies. Late payments, missed payments, or other defaults on your account may be reflected on your credit report. To dispute information reported to a credit reporting agency, please send a written dispute and any related documentation to the credit reporting agency.

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IMPORTANT MESSAGES

IMPORTANT MESSAGE REGARDING YOUR TAX INFORMATION

During the month of January 2009, you will receive 2008 tax information for your loan(s) serviced by HomeEq Servicing. Your tax information may either accompany your Account Statement or be sent to you separately. All of your tax information will be mailed by HomeEq Servicing by January 31, 2009. If you have not received your tax information by February 13, 2009, please contact our Customer Service Department.

*Payment Activity Since Last Statement

A payment has not been applied to your account since your last Account Statement was mailed. As a result, activity is not reflected in the Payment Activity section. For payment updates, our automated attendant is available 24 hours a day, seven days a week at 877-867-7378. Or, visit us on the web at www.homeq.com and follow the instructions provided to access your Account History.



Prepared by and return to:
HomEq Servicing
Attn: Mod Imaging-CA3507
4837 Watt Avenue
North Highlands, CA 95660

Account Number [REDACTED]
Record Number: 49564

Modification Agreement

This Modification Agreement ("Agreement") is made and entered into as of this 26th day of May, 2009 by and between HomEq Servicing ("HomEq") and [REDACTED] ("Borrower")

Whereas, HomEq is the holder or servicing agent of the holder of that certain Promissory Note ("Note") dated as of 07/12/2007, executed by Borrower or Borrower's predecessor-in-interest in the original principal amount of \$413,000.00.

WHEREAS, the Note evidences a loan ("Loan") to Borrower or Borrower's predecessor-in-interest and is secured by either a deed of trust or mortgage ("Security Instrument") dated as of 07/12/2007. The Security Instrument encumbers certain real property ("Property") owned by Borrower (and is more specifically described in the Security Instrument).

WHEREAS, due to adverse economic circumstances, Borrower has requested that HomEq adjust the terms of the Note to permit Borrower to meet Borrower's Loan obligations in a full and in a timely manner.

WHEREAS, the requested adjustment will benefit all parties to the Loan and any junior lien holder by providing the Borrower an opportunity to meet the Loan obligations in a manner intended to help the Borrower avoid default on the Loan and the necessity of foreclosure on the Property.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

I. **NOTE MODIFICATIONS:**

(a) **Outstanding Debt:** Borrower agrees that the unpaid principal balance due on the Note of \$411,786.03 shall be adjusted to \$434,540.59 ("New Balance"), to reflect the amount of unpaid interest, late charges, fees and costs, advances for unpaid property taxes and/or insurance premiums (if applicable), less any amounts forgiven or deferred, as reflected on Attachment 'A'.

Borrower agrees to pay the New Balance to HomEq and has no defenses, claims or offsets with respect thereto. Interest will accrue on the New Balance at the interest rates, whether adjustable, variable or fixed, provided in the Note, unless modified by this Agreement.

(b) **New Interest Rate:** Effective on 06/01/2009, Borrower's rate of interest will be 3.875%. The date on which the interest rate change is next scheduled to occur is hereby changed to 06/01/2014. Subsequent interest rate changes will resume based on the frequency provided for in the Loan documents.

(c) **New Monthly Payments; Payment Adjustments:** Effective with Borrower's monthly payment due 07/01/2009, Borrower's monthly Loan payment will be \$1,818.61. This payment amount does not include additional amounts which may also be due for the payment of taxes and insurance premiums. The taxes and insurance payment amount will be due monthly, together with Borrower's scheduled Loan payment. Borrower agrees that a full payment hereunder and with respect to the Loan shall only be deemed to have been made when funds remitted include the required scheduled Loan payment and monthly portion of taxes and insurance premiums. The monthly payment will adjust in the month following any interest rate change, if applicable.

(d) **Interest Rate and Payment Changes:** Borrower's monthly payment and interest rate remains subject to change during the modification term, as long as the change results in an interest rate that is lesser or equal to the New Interest Rate. Should this condition occur, interest rate and payment changes will take place based on the time frames contained in the original loan documents. A notice of payment change will be sent before the change takes place.



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