

# Loan Modification Success Case

Name of Lender (Bank):

AHMSI – American Home Mortgage Servicing, Inc.

<https://ahmsi3.com/servicing/home.asp>

Original Interest:

**10.000%**

Original Payment:

**\$2,027.69**

New Interest:

**4.810%**

New Monthly Payment:

**\$1,991.33**

Please visit our website at:

<http://www.stopbanks.com/> or call us at 877-529-5090.

Loan # [REDACTED]  
MIN # [REDACTED]

## LOAN MODIFICATION AGREEMENT (Providing for Fixed Interest Rate)

This Loan Modification Agreement ("Agreement"), made this 1ST day of FEBRUARY, 2010 (the "Effective Date"), between [REDACTED]

(collectively "Borrower") and American Home Mortgage Servicing, Inc. as Servicer ("Loan Servicer"), modifies (1) the mortgage, deed of trust, or security deed (the "Security Instrument") dated MAY 25, 2006 and (2) the promissory note (the "Note"), bearing the same date as, and secured by, the Security Instrument (the Borrower's obligation under the Note, Security Instrument and this Agreement hereinafter referred to as the "Loan"), which covers the real and personal property located at [REDACTED]

(Property Address)

more fully described in the Security Instrument and defined therein as the "Property." All capitalized terms in this Agreement shall have the same meanings as set forth in the Note and Security Instrument, unless defined in this Agreement; all schedules and exhibits attached to this Agreement are incorporated into and made part of this Agreement; and all references to this Agreement include the schedules and exhibits.

In consideration of the mutual promises and agreements exchanged, Loan Servicer and Borrower hereto agree that the Note and Security Instrument shall be modified hereby as follows:

1. As of FEBRUARY 1, 2010, the amount payable under the Note and the Security Instrument (the "New Principal Balance") is U.S. \$ 257,196.65, consisting of the unpaid amount(s) loaned to Borrower by Lender plus any accrued and unpaid interest and other amounts capitalized as set forth in Schedule "A," attached hereto and made a part hereof.
2. Borrower promises to pay the New Principal Balance, plus interest, to the order of Loan Servicer. Interest will be charged on the New Principal Balance at the yearly rate of 4.810 %, from FEBRUARY 1, 2010. Borrower promises to make monthly payments of principal and interest of U.S. \$ 1,436.82 (plus any amounts due for taxes and insurance as set forth in Schedule "A"), beginning on the 1ST day of MARCH, 2010, and continuing thereafter on the same day of each succeeding month until the New Principal Balance and interest are paid in full. If the Loan is an adjustable-rate mortgage ("ARM") loan and Borrower receives an ARM adjustment notice prior to the payment beginning date indicated in the preceding sentence, Borrower should ignore such notice and make payments in accordance with this Agreement. If on JUNE 01, 2036 (the "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.
3. Borrower will comply with all covenants, agreements, and requirements of the Security Instrument, including without limitation, Borrower's covenants and agreements to make all payments of taxes, insurance premiums, assessments, escrow items, impounds, and all other payments that Borrower is obligated to make under the Security Instrument; however, the following terms and provisions are forever canceled, null and void, as of the Effective Date:
  - (a) all terms and provisions of the Note and Security Instrument (if any) providing for, implementing, or relating to, any change or adjustment in the rate of interest payable under the Note; and

05/19/2009

Sent Via Certified Mail

RE: American Home Mortgage Servicing, Inc. Loan No: [REDACTED]  
Borrower(s): [REDACTED]  
Encumbered Property Address: [REDACTED]

ORIGINAL MORTGAGE AMOUNT: \$221,350.00  
FIRST PAYMENT DATE: 07/01/2006

Pursuant to the terms of the Promissory Note and/or Security Instrument along with all Riders thereto, which were executed by the Borrower(s) in connection with the Loan (both as referenced above), you are hereby served notice of the following:

- (a) The Promissory Note and/or Security Instrument, including all Riders thereto, are presently in default due to the non-payment of the 04/01/2009 and the subsequent payments.
- (b) The total amount currently due on the Loan in order to cure the default, is as follows:

Total Monthly Payment(s) Due:	\$4,055.38
Accrued Late Charges:	\$952.55
NSF Fee Due:	\$30.00
Other Fees Due:	\$0.00
Less Suspense Amount:	(\$399.24)
<b>***TOTAL DUE***:</b>	<b>\$4,638.69</b>

If any other payments or expenses become due at or prior to the time an attempt is made to cure this default, they will be added to the Total Due and must also be paid in order to cure the default.

- (c) To cure this default, payment must be made, IN THE FORM OF CERTIFIED FUNDS (CASHIER'S CHECK, MONEY ORDER OR QUICK COLLECT), in the full amount as stated above per item (b), directly to AMERICAN HOME MORTGAGE SERVICING, INC as follows:

Overnight Mail Address

American Home Mortgage Servicing, Inc  
4600 Regent Blvd., Suite 200  
Irving, TX 75063-1730

Western Union Quick Collect

Pay to: American Home Mortgage Servicing, Inc  
Code City: Option  
Code State: CA

- (d) If American Home Mortgage Servicing, Inc is not in possession of the amount that is necessary to cure the default within 30 days of the date of this notice, American Home Mortgage Servicing, Inc will accelerate the Loan balance and proceed with foreclosure. In such case, the Encumbered Property, as referenced above, will be sold at a duly held foreclosure sale or sheriff's sale and all occupants will be required to vacate.