

Modification Cover Sheet

Date: 2.9.2010

Negotiator: [REDACTED]

Law Group: Habashy

Client Name: [REDACTED]

Lender: Chase

Type of modification: MHA Trial Modification

Original Payment Amount: \$2698.59

Modified Payment Amount: \$1562.40

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OCT. 6. 2009 5:42PM



EX

MORTGAGE LOAN

Loan Number: [REDACTED]
Statement Date: 09/29/09
Payment Due Date: 11/01/09
Property Address: [REDACTED]

Customer Care Phone: [REDACTED]
Please send payments only to: [REDACTED]

Hearing Impaired (TDD): [REDACTED]



Loan Information:

Table with 2 columns: Description and Amount. Rows include Balances (Principal Balance \$909,420.82, Escrow Balance \$4,127.50), Payment Factors (Interest Rate 6.00000%, Principal & Interest \$2,000.10, Escrow Payment \$468.98, Optional Products \$0.00, Past Due Payment \$0.00, Unpaid Late Charges \$0.00, Miscellaneous Fees \$0.00), Total Payment \$2,489.08, and Year-to-Date (Interest \$14,024.01, Taxes \$1,761.58, Principal \$3,876.89).

Now you can refinance your first mortgage up to 105% of your home's value. As a responsible homeowner and a Chase custom you can take advantage of the new federal mortgage program and save. Call [REDACTED] to get started. All loans are subject to credit and property approval. Certain other restrictions and limitations apply.

Check out Chase Home Value Estimator. Use it to:

- Estimate the value of home improvements you may be planning
- Sign up for alerts of recent home sales in your neighborhood
- Bookmark your favorite homes

Check it out at: [REDACTED]

Activity Since Your Last Statement

Table with 8 columns: TRANSACTION DESCRIPTION, TRANSACTION DATE, TOTAL RECEIVED, PRINCIPAL, INTEREST, ESCROW, OPTIONAL PRODUCTS, MISCELLAN OR FEE. Row 1: PAYMENT, 09/28/09, \$2,472.19, \$450.74, \$1,549.36, \$472.09, [REDACTED], [REDACTED]

Important Messages About Your Account

Please designate how you want to apply any additional funds. When sent with this coupon, undesignated funds first pay outstand late charges and fees, then principal, provided your loan is current. Undesignated funds sent without this coupon may be placed in suspense rather than applied to your loan as principal until Chase determines how you want to apply those funds. Once paid, additional funds cannot be returned.

If you receive or expect to receive an insurance settlement check for damages to your home, please access www.mylossdraft.com for information on the claim process. When prompted, enter the PIN Number [REDACTED] to access the Web site. You may also call the Loss Draft Department at [REDACTED] from 9 a.m. to 8 p.m., Eastern Time, with any additional questions.

Chase FastPay is a quick and convenient payment option. Make sure your mortgage payment is made on time, and avoid late fees in one simple phone call. Your mortgage payment will be processed as early as the same day. To use this service, call Chase FastPay the number listed in the upper left hand corner of this statement. When you use our automated system, you'll save 25% on the fee for this service, and pay just \$15.00.

When sending your payment, please be sure the Chase address, on the attached payment stub, appears in the window of the enclosed envelope or make your payments online with ease, convenience and security.

Simply visit [REDACTED] to pay bills, check the status of your accounts, review your loan balances and contact us via secure e-mail.

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



Loan Number [Redacted]

Investor Loan # _____

HOME AFFORDABLE MODIFICATION TRIAL PERIOD PLAN (Step One of Two-Step Documentation Process)

Trial Period Plan Effective Date: **MARCH 01, 2010**

Borrower ("I"): [Redacted]

Lender or Servicer ("Lender"): **CHASE HOME FINANCE LLC**

Date of first lien mortgage, deed of trust, or security deed ("Mortgage") and Note ("Note"): **September 09, 2004**

Loan Number: [Redacted]

Property Address ("Property") [Redacted]

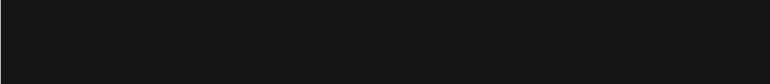
If I am in compliance with this Trial Period Plan (the "Plan") and my representations in Section 1 continue to be true in all material respects, then the Lender will provide me with a Home Affordable Modification Agreement ("Modification Agreement"), as set forth in Section 3, that would amend and supplement (1) the Mortgage on the Property, and (2) the Note secured by the Mortgage. The Mortgage and Note together, as they may previously have been amended, are referred to as the "Loan Documents." Capitalized terms used in this Plan and not defined have the meaning given to them in the Loan Documents.

If I have not already done so, I am providing confirmation of the reasons I cannot afford my mortgage payment and documents to permit verification of all of my income (except that I understand that I am not required to disclose any child support or alimony unless I wish to have such income considered) to determine whether I qualify for the offer described in this Plan (the "Offer"). I understand that after I sign and return one copy of this Plan to the Lender, the Lender will review my modification package and send me written notice if I do not qualify for the Offer.

1. **My Representations.** I certify, represent to Lender and agree:
 - A. I am unable to afford my mortgage payments for the reasons indicated in my Hardship Affidavit and as a result, (i) I am either in default or believe I will be in default under the Loan Documents in the near future, and (ii) I do not have sufficient income or access to sufficient liquid assets to make the monthly mortgage payments now or in the near future;
 - B. I live in the Property as my principal residence, and the Property has not been condemned;
 - C. There has been no change in the ownership of the Property since I signed the Loan Documents;
 - D. I am providing or already have provided documentation for all income that I receive (and I understand that I am not required to disclose any child support or alimony that I receive, unless I wish to have such income considered to qualify for the Offer);
 - E. Under penalty of perjury, all documents and information I have provided to Lender pursuant to this Plan, including the documents and information regarding my eligibility for the program, are true and correct; and
 - F. If Lender requires me to obtain credit counseling, I will do so.
 - G. If I was discharged in a Chapter 7 bankruptcy proceeding subsequent to the execution of the Loan Documents, Lender agrees that I will not have personal liability on the debt pursuant to this Agreement.

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¹ If there is more than one Borrower or Mortgageor executing this document, each is referred to as "I". For purposes of this document words signifying the singular (such as "I") shall include the plural (such as "we") and vice versa where appropriate.





Loan Number [REDACTED]

- 2. The Trial Period Plan. On or before each of the following due dates, I will pay the Lender the amount set forth below ("Trial Period Payment"), which includes payment for Escrow Items, including real estate taxes, insurance premiums and other fees, if any, of U.S. \$1,562.40.

Trial Period Payment #	Trial Period Payment	Due Date On or Before
1*	\$1,562.40	03/01/2010*
2	\$1,562.40	04/01/2010
3	\$1,662.40	05/01/2010

The Trial Period Payment is an estimate of the payment that will be required under the modified loan terms, which may be finalized in accordance with Section 3 below. The actual payments under the modified loan terms, however, may be different.

*I understand that my first payment and this signed Trial Period Plan must be received by the Lender no later than MARCH 01, 2010 or I may not be accepted into the Home Affordable Modification Program.

I agree that during the period (the "Trial Period") commencing on the Trial Period Effective Date and ending on the earlier of: (i) the first day of the month following the month in which the last Trial Period Payment is due (the "Modification Effective Date") or (ii) termination of this Plan, I understand and acknowledge that:

- A. TIME IS OF THE ESSENCE under this Plan. This means I must make all payments on or before the days that they are due;
- B. Except as set forth in Section 2.C. below, the Lender will suspend any scheduled foreclosure sale, provided I continue to meet the obligations under this Plan, but any pending foreclosure action will not be dismissed and may be immediately resumed from the point at which it was suspended if this Plan terminates, and no new notice of default, notice of intent to accelerate, notice of acceleration, or similar notice will be necessary to continue the foreclosure action. All rights to such notices are hereby waived by me to the extent permitted by applicable law;
- C. If my property is located in Georgia, Hawaii, Missouri, or Virginia and a foreclosure sale is currently scheduled, the foreclosure sale will not be suspended and the Lender may foreclose if I have not made each and every Trial Period Payment that is due through the end of the month preceding the month in which the foreclosure sale is scheduled to occur. If a foreclosure sale occurs pursuant to this Section 2.C., this Plan shall be deemed terminated;
- D. The Lender will hold the payments received during the Trial Period in a non-interest bearing account until they total an amount that is enough to pay my oldest delinquent monthly payment on my loan in full. I understand the Lender will not pay me interest on the amounts held in the account. If there is any remaining money after such payment is applied, such remaining funds will be held by the Lender and not posted to my account until they total an amount that is enough to pay the next oldest delinquent monthly payment in full;
- E. When the Lender accepts and posts a payment during the Trial Period it will be without prejudice to, and will not be deemed a waiver of, the acceleration of the loan or foreclosure action and related activities and shall not constitute a cure of my default under the Loan Documents unless such payments are sufficient to completely cure my entire default under the Loan Documents;
- F. If prior to the Modification Effective Date, (i) the Lender does not provide me a fully executed copy of this Plan and the Modification Agreement; (ii) I have not made the Trial Period payments required under Section 2 of this Plan; (iii) the Lender determines that any of my representations in Section 1 were not true and correct as of the date I signed this Plan or are no longer true and correct at any time during the Trial Period; or (iv) I do not provide all information and documentation required by Lender, the Loan Documents will not be modified and this Plan will terminate. In this event, the Lender will have all of the rights and remedies provided by the Loan Documents, and any payment I make under this Plan shall be applied to amounts I owe under the Loan Documents and shall not be

