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Recording Requested By:
Saxon Mortgage Services Inc.

Return To:
Saxon Mortgage Services Inc.
4708 Mercantile Drive
Fort Worth, TX 76137

LOAN MODIFICATION AGREEMENT

(Providing for Fixed Interest Rate and a Stated Balloon Amount Feature)



THE LAW OFFICES OF MICHAEL GADDIS
MERS Phone: 1-888-679-6377
Loan Number: [REDACTED] MIN [REDACTED]
This Loan Modification Agreement ("Agreement"), made this 17th day of April, 2009
between [REDACTED]

("Borrower") and
Deutsche Bank National Trust Company, as Trustee for Morgan Stanley ABS Capital I Inc. Trust 2007-HE5, by Saxon Mortgage Services, Inc. as its attorney-in-fact

("Lender"), and Mortgage Electronic Registration Systems, Inc., (Mortgagee), amends and supplements (1) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), dated November 28, 2006 and granted or assigned to Mortgage Electronic Registration Systems, Inc. as mortgagee of record (solely as nominee for Lender and Lender's successors and assigns), P.O. Box 2026, Flint, Michigan 48501-2026 and recorded in the OFFICIAL Records of [Name of Records] SAN DIEGO COUNTY [County and State, or other Jurisdiction]

SAXON MORTGAGE SERVICES INC. MODIFIED
LOAN MODIFICATION AGREEMENT WITH MERS - Single-Family - Fannie Mae Uniform Instrument Form 3179 1/01 (rev. 6/06) - Providing For Fixed Interest Rate and a Stated Balloon Amount Feature; & Amended for California to include Notary Acknowledgments and/or other recording information from California

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and (2) the Note, bearing the same date as, and secured by, the Security Instrument, which covers the real and personal property described in the Security Instrument and defined therein as the "Property," located at

LA MESA, CA 91941

[Property Address]

the real property described being set forth as follows:

LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF, AS EXHIBIT 'A'

In consideration of the mutual promises and agreements exchanged, the parties hereto agree as follows (notwithstanding anything to the contrary contained in the Note or Security Instrument):

THIS LOAN IS PAYABLE IN FULL AT MATURITY. YOU MUST REPAY THE ENTIRE PRINCIPAL BALANCE OF THE LOAN AND UNPAID INTEREST THEN DUE. THE LENDER IS UNDER NO OBLIGATION TO REFINANCE THE LOAN AT THAT TIME. YOU WILL, THEREFORE, BE REQUIRED TO MAKE PAYMENT OUT OF OTHER ASSETS THAT YOU MAY OWN, OR YOU WILL HAVE TO FIND A LENDER, WHICH MAY BE THE LENDER YOU HAVE THIS LOAN WITH, WILLING TO LEND YOU THE MONEY. IF YOU REFINANCE THIS LOAN AT MATURITY, YOU MAY HAVE TO PAY SOME OR ALL OF THE CLOSING COSTS NORMALLY ASSOCIATED WITH A NEW LOAN EVEN IF YOU OBTAIN REFINANCING FROM THE SAME LENDER.

1. As of April 17, 2009, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. \$ 118,022.77, consisting of the unpaid amount(s) loaned to Borrower by Lender plus any interest and other amounts capitalized.

The Unpaid Principal Balance does not include the following amount which is also payable under the Note and Security Instrument, \$ 6,879.00 (the "Stated Balloon Amount"), because this is the amount that Borrower owes to Lender in arrears. Lender hereby agrees to waive charging further interest on the Stated Balloon Amount to Borrower in exchange for Borrower's promise to pay the Stated Balloon Amount to Lender on December 1, 2036 (the "Maturity Date") in this Agreement.

2. Borrower promises to pay the Unpaid Principal Balance plus interest, to the order of Lender. Interest will be charged on the Unpaid Principal Balance for the first year at the yearly rate of 4.000 % from April 1, 2009.

Borrower promises to make monthly payments of principal and interest in the amount of U.S. \$ 588.29, beginning on the 1st day of May, 2009, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full.

The yearly rate of 4.000 % will remain in effect until principal and interest is paid in full.

If on December 1, 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.

Borrower also promises to pay the Stated Balloon Amount, without interest, to the order of Lender, if not sooner, on the Maturity Date.

At least 90 days but not more than 120 days before the Maturity Date, Lender must send me a notice which indicates the Maturity Date and the amount of the final payment which is due on that date ("Stated Balloon Amount Payment") assuming all scheduled payments due between the date of the notice and the Maturity Date are paid and received on time.

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3. If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by the Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by the Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by the Security Instrument without further notice or demand on Borrower.

4. Borrower also will comply with all other 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 date specified in paragraph No. 1 above:

- (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, including, where applicable, the Timely Payment Rewards rate reduction, as described in paragraph 1 of the Timely Payment Rewards Addendum to Note and paragraph A.1 of the Timely Payment Rewards Rider. By executing this Agreement, Borrower waives any Timely Payment Rewards rate reduction to which Borrower may have otherwise been entitled; and
- (b) all terms and provisions of any adjustable rate rider or Timely Payment Rewards Rider, where applicable, or other instrument or document that is affixed to, wholly or partially incorporated into, or is part of, the Note or Security Instrument and that contains any such terms and provisions as those referred to in (a) above.

Borrower understands and agrees that

- (a) All the rights and remedies, stipulations, and conditions contained in the Security Instrument relating to default in the making of payments under the Security Instrument shall also apply to default in the making of the modified payments hereunder.
- (b) All covenants, agreements, stipulations, and conditions in the Note and Security Instrument shall be and remain in full force and effect, except as herein modified, and none of the Borrower's obligations or liabilities under the Note and Security Instrument shall be diminished or released by any provisions hereof, nor shall this Agreement in any way impair, diminish, or affect any of Lender's rights under or remedies on the Note and Security Instrument, whether such rights or remedies arise thereunder or by operation of law. Also, all rights of recourse to which Lender is presently entitled against any property or any other persons in any way obligated for, or liable on, the Note and Security Instrument are expressly reserved by Lender.
- (c) Borrower has no right of set-off or counterclaim, or any defense to the obligations of the Note or Security Instrument.
- (d) Nothing in this Agreement shall be understood or construed to be a satisfaction or release in whole or in part of the Note and Security Instrument.
- (e) All costs and expenses incurred by Lender in connection with this Agreement, including recording fees, title examination, and attorney's fees, shall be paid by the Borrower and shall be secured by the Security Instrument, unless stipulated otherwise by Lender.
- (f) Borrower agrees to make and execute such other documents or papers as may be necessary or required to effectuate the terms and conditions of this Agreement which, if approved and accepted by Lender, shall bind and inure to the heirs, executors, administrators, and assigns of the Borrower.

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