

## THIS IS AN ATTEMPT TO COLLECT A DEBT AND ANY INFORMATION OBTAINED MAY BE USED FOR THAT PURPOSE

12/30/13

THE LAW OFFICES OF MICHAEL G GADDIS 6104 INNOVATION WAY CARLSBAD CA 92009



The above referenced customer has recently notified Specialized Loan Servicing LLC (SLS) that you are currently representing them in a matter related to their mortgage loan, which is being serviced by SLS.

THE LAW OFFICES OF

Please provide written confirmation of your representation of the customer with respect to their mortgage loan serviced by SLS within in 45 days from the date of this letter. If you have not contacted us within 45 days we will assume you are no longer representing the customer and we will resume normal servicing activities.

Please mail or fax all written correspondence to: Specialized Loan Servicing LLC P.O. Box 636005 Littleton, CO 80163 Fax to 720-241-7218

If you have any questions regarding this information, please contact Customer Care toll free at 800-315-4757, Monday through Friday, 6:00 a.m. until 6:00 p.m. MST or TDD 800-268-9419, Monday through Friday, 8:00 a.m. until 5:00 p.m. MST.

Sincerely,

Customer Care Support Specialized Loan Servicing LLC

BANKRUPTCY NOTICE- IF YOU ARE A CUSTOMER IN BANKRUPTCY OR A CUSTOMER WHO HAS RECEIVED A BANKRUPTCY DISCHARGE OF THIS DEBT: PLEASE BE ADVISED THAT THIS NOTICE IS TO ADVISE YOU OF THE STATUS OF YOUR MORTGAGE LOAN. THIS NOTICE CONSTITUTES NEITHER A DEMAND FOR PAYMENT NOR A NOTICE OF PERSONAL LIABILITY TO ANY RECIPIENT HEREOF, WHO MIGHT HAVE RECEIVED A DISCHARGE OF SUCH DEBT IN ACCORDANCE WITH APPLICABLE BANKRUPTCY LAWS OR WHO MIGHT BE SUBJECT TO THE AUTOMATIC STAY OF SECTION 362 OF THE UNITED STATES BANKRUPTCY CODE. HOWEVER, IT MAY BE A NOTICE OF POSSIBLE ENFORCEMENT OF THE LIEN AGAINST THE COLLATERAL PROPERTY, WHICH HAS NOT BEEN DISCHARGED IN YOUR BANKRUPTCY. IF YOU HAVE ANY QUESTIONS, PLEASE CONTACT OUR CUSTOMER CARE CENTER AT 800-306-6057.

## LOAN MODIFICATION AGREEMENT AMORTIZING

(Providing for Step Interest Rate)

(	This Loan Modification Agreement ("Agreement"), made and effective this 31st day of AND December, 2013, between AND AND "Borrower") and Specialized Loan Servicing LLC, as servicer for the current Note Holder ("Servicer"), amends and supplements (1) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") and Specialized Loan Servicing LLC, as servicer for the current Note Holder ("Servicer"), amends and supplements (1) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") and Servicing LLC, as servicer for the current Note Holder ("Servicer"), amends and supplements (1) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") is dated October 24, 2006 and recorded in ORANGE county, CALIFORNIA in which the property is docated, and (2) the Note, bearing the same date as, and secured by, the Security Instrument, which covers located, and (2) the Note, bearing the same date as, and secured by, the Security Instrument and defined therein as the "Property", the real and personal property described in the Security Instrument and defined therein as the "Property", the real and personal property described being set located at NEWPORT BEACH, CALIFORNIA 92657, the real property described being set
	located at forth as follows:
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See Legal description referenced in the original security instrument.

Whereas, Borrower and Servicer desire to modify the interest rate as further outlined in Paragraph 2 of this Agreement, for a limited period of time to assist the Borrower.

For purposes of this Agreement, unless the context clearly requires otherwise, all capitalized terms which are used but not otherwise defined herein shall have the respective meanings assigned to such terms in the Note or Security Instrument.

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):

- As of January 1, 2014, the amount payable under the Note and the Security Instrument (the "Modified Unpaid Principal Balance") is U.S. \$1,450,712.69 consisting of the unpaid amount(s) loaned to Borrower by Lender plus any interest and other amounts capitalized. Such balance is calculated by taking the Unpaid Principal Balance and adding (i) any amounts capitalized, (ii) any escrow advances, (iii) any corporate advances (amounts expended by the Servicer on behalf of the Borrower) and (iv) any unpaid interest, and subtracting from that amount any amounts that the Servicer has agreed to write off. As of January 1, 2014, interest in the amount of \$119,088.93 has not been paid on the Borrower's loan ("Delinquent Interest"). The Delinquent Interest has not been included in the calculation of the Modified Unpaid Principal Balance. Borrower promises to pay such Delinquent Interest, if not sooner paid, in full on the Balloon Maturity
- Borrower promises to pay the Modified Unpaid Principal Balance, plus interest to the order of the Date. Note Holder. During the first period of this Agreement, interest will be charged on the Unpaid Principal

Balance, at the yearly rate of 3.750%, from the Modification Date and Borrower promises to pay monthly payments of principal and interest in the amount of \$5,839.49 beginning on February 1, 2014.

During the final period and continuing thereafter until the Balloon Date, interest will be charged at the yearly rate of 4.375% from January 1, 2019 and Borrower shall pay monthly payments of principal and interest in the amount of \$6,353.16 beginning on February 1, 2019 and shall continue the monthly payments thereafter on the same day of each succeeding month until principal and interest are paid in full.

In conjunction with this Modification, a Balloon Maturity Date has been added or changed.

If on December 1, 2046, ('Balloon' or 'Modified Balloon Date'), Borrower still owes amounts under the Note and the Security Instrument, as amended by this Agreement, the Borrower will pay these amounts in full on the Balloon Maturity Date.

The final calculated monthly payments above are based on an amortization period longer than the Balloon or Modified Balloon Date and will therefore not fully repay the loan at the Balloon or Modified Balloon Date, which will result in a Balloon Payment.

- 3. The amount deferred through this modification agreement is \$ 119,088.93 consisting of the amount(s) loaned to Borrower by the current or previous Note Holder and any interest capitalized to date, with a breakdown as follows:
  - (a) Unpaid Interest: \$119,088.93
  - (b) Corporate Advances: \$0.00
  - (c) Principal: \$0.00
- 4. Additionally, the amount of items deferred in previous modification(s) on this loan is \$0.00, with a breakdown as follows:
  - (a) Prior deferred interest: \$0.00 (b) Prior deferred principal: \$0.00

Deferred Items: The portion of the outstanding principal balance, corporate advances and/or unpaid interest that is referenced above has been deferred. The deferred amount will not accrue interest. The deferred amount will remain due and owing but is not required to be paid until the loan is paid in full or if not sooner paid, on the Maturity Date or Modified Maturity Date. The deferred amount is not a forgiveness of partial debt and will not be reported as such.

- 5. Place of Payment. Borrower must make the monthly payments at P.O. Box 105219, Atlanta, GA 30348-5219, Atln: Remittance Processing or such other place as Servicer may require.
- 6. Intentionally left blank.
- 7. 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 Servicer's prior written consent, Servicer may require immediate payment in full of all sums secured by the Security