



You may be able to make your payments more affordable.
Act now to get the help you need!

AUGUST 08, 2013

[REDACTED]
EL CAJON, CALIFORNIA 92019-1815

Loan #: [REDACTED]
Property Address: [REDACTED]
EL CAJON, CALIFORNIA 92019

Dear [REDACTED]

You're eligible for a permanent Home Affordable Modification. As previously described, if you met the terms of the Home Affordable Modification trial period plan, we would modify your mortgage loan and waive all prior late charges that remain unpaid.

The enclosed Home Affordable Modification Agreement ("Modification Agreement") shows the proposed terms of your modified mortgage.

How to accept this offer:

STEP 1 COMPLETE AND RETURN THE ENCLOSED AGREEMENT BY THE DUE DATE

To accept this offer, you must sign and return both copies of the Modification Agreement to us in the enclosed, pre-paid envelope by **AUGUST 22, 2013**. If the Modification Agreement has notary provisions at the end, you must sign both copies before a notary public and return the notarized copies to us. We encourage you to make a copy of all documents for your records. If you do not send both signed copies of the Modification Agreement by the above date, you must contact us if you still wish to be considered for this program and have your loan modified.

Chase and FedEx Office offer a free, easy way to return your loan documents. To find the nearest FedEx Office location offering this service, visit fedex.com/us/office, enter your ZIP code in the Find a FedEx Location box and select "FedEx Kinko's is now FedEx Office." Bring your documents to one of these select FedEx Office locations and say "I am returning documents to Chase Mortgage." Provide your name, ZIP code, and phone number to the counter agent, and they will ship your documents to us at no charge. For more information go to fedex.com/us/office.

STEP 2 CONTINUE TO MAKE YOUR TRIAL PERIOD PAYMENTS ON TIME

Make any remaining trial period payments on or before the dates they are due. If the trial period payments are made after their due dates or in amounts different from the amount required, your loan may not be modified.

To better understand the proposed terms of your modified mortgage, please read the attached summary of your modified mortgage and the Modification Agreement.

If you have a second mortgage on the same property:

Once your first mortgage is permanently modified under HAMP if you have a second mortgage on the same property, you may be eligible for a modification on your second mortgage under the Second Lien Modification Program (2MP). Please

The Making Home Affordable program was created to help millions of homeowners refinance or modify their mortgages. As part of this program, we - your mortgage servicer - and the Federal Government are working to offer you options to help you stay in your home.

Enclosures: Summary of Your Modified Mortgage, Signing Instructions, Two copies of the Modification Agreement and ARM Disclosure, ACH Form, Insurance Letter, CHOC Listing



SUMMARY

Here is a summary of your modified mortgage.

NEW PRINCIPAL BALANCE. Any past due amounts as of the end of the trial period, including unpaid interest, real estate taxes, insurance premiums and certain assessments paid on your behalf to a third party, will be added to your mortgage loan balance. In addition, your mortgage insurance premium may increase as a result of the higher mortgage loan balance. **If you fulfill the terms of the trial period, including, but not limited to, making any remaining trial period payments, we will waive ALL late charges that remain unpaid at the end of the trial period.**

INTEREST RATE. The interest rate on your modified loan will be adjusted as noted in the attached Modification Agreement in Section 3.C.

TERM EXTENSION. To reduce your mortgage payment, we will extend the term of your mortgage. This means we will spread your payments over a longer period.

ESCROW ACCOUNT. The terms of your Modification Agreement require us to set aside a portion of your new monthly payment in an escrow account. If we previously waived escrow on your loan, this is no longer in effect. We will draw on your escrow account to pay your real estate taxes, insurance premiums, and/or other required amounts as they come due. Please note that your escrow payment amount will adjust if these amounts change. This means that your monthly payment may change. Your initial monthly escrow payment will be **\$860.47**. This amount is included in the loan payment noted in Section 3.C. of the enclosed Modification Agreement. You do not need to remit this amount separately.

ESCROW SHORTAGE. Due to the timing of your tax and insurance payments, we have determined that there is a shortage of funds in your escrow account in the amount of **\$2,371.10**. You may pay this amount over a 5-year (60 months) period. This monthly payment has already been included in the monthly escrow payment stated above. **If you wish to pay the total shortage now in a lump sum, please call us. Paying this amount now in a lump sum will reduce your new monthly mortgage payment.**

PAYMENT SCHEDULE. The enclosed Modification Agreement includes a payment schedule in Section 3.C., which shows your payment plan for the life of your modified loan after the trial period.

FEES. There are no fees or other charges for this modification.

REPRESENTATIONS. Read the enclosed Modification Agreement carefully and make sure that you understand it and that the statements set forth therein including, but not limited to the "My Representations" section are true and accurate. If you have any questions, call us at **866-550-5705**.

BORROWER INCENTIVE. If you make your monthly mortgage payments on time, you will accrue a monthly benefit equal to **\$83.33**. This amount will be applied each year on the anniversary of your trial period plan, for five years. If at any time during this five-year period the loan becomes three or more full monthly payments past due, you will lose this benefit. This includes the loss of any accrued but unapplied principal reduction benefits and eligibility to accrue additional principal reduction benefits, even if you bring your mortgage loan up to date later on.



- G. I have made or will make all payments required under a trial period plan.
- H. 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.

2. **Acknowledgements and Preconditions to Modification.** I understand and acknowledge that:

- A. If prior to the Modification Effective Date as set forth in Section 3 the Lender determines that any of my representations in Section 1 are no longer true and correct or any covenant in Section 1 has not been performed, the Loan Documents will not be modified and this Agreement will terminate. In that event, the Lender will have all of the rights and remedies provided by the Loan Documents; and
- B. I understand that the Loan Documents will not be modified unless and until (i) the Lender accepts this Agreement by signing and returning a copy of it to me, and (ii) the Modification Effective Date (as defined in Section 3) has occurred. I further understand and agree that the Lender will not be obligated or bound to make any modification of the Loan Documents if I fail to meet any one of the requirements under this Agreement.

3. **The Modification.** If my representations and covenants in Section 1 continue to be true in all material respects and all preconditions to the modification set forth in Section 2 have been met, the Loan Documents will automatically become modified on **OCTOBER 01, 2013** (the "Modification Effective Date") and all unpaid late charges that remain unpaid will be waived. I understand that if I have failed to make any payments as a precondition to this modification under a trial period plan, this modification will not take effect. The first modified payment will be due on **OCTOBER 01, 2013**.

- A. The Maturity Date will be: **DECEMBER 01, 2046**.
- B. The modified principal balance of my Note will include all amounts and arrearages that will be past due as of the Modification Effective Date (including unpaid and deferred interest, fees, escrow advances and other costs, but excluding unpaid late charges, collectively, "Unpaid Amounts") less any amounts paid to the Lender but not previously credited to my Loan. The new principal balance of my Note will be **\$576,079.39** (the "New Principal Balance"). I understand that by agreeing to add the Unpaid Amounts to the outstanding principal balance, the added Unpaid Amounts accrue interest based on the interest rate in effect under this Agreement. I also understand that this means interest will now accrue on the unpaid interest that is added to the outstanding principal balance, which would not happen without this Agreement.
- C. Interest at the rate of **2.000%** will begin to accrue on the New Principal Balance as of **SEPTEMBER 01, 2013** and the first new monthly payment on the New Principal Balance will be due on **OCTOBER 01, 2013**. My payment schedule for the modified loan is as follows:



| Years | Interest Rate | Interest Rate Change Date | Monthly Principal and Interest Payment Amount | Estimated Monthly Escrow Payment Amount* | Total Monthly Payment* | Payment Begins on | Number of Monthly Payments |
|-------|---------------|---------------------------|---|--|---------------------------------------|-------------------|----------------------------|
| 1-5 | 2.000% | 09/01/2013 | \$1,977.85 | \$860.47 May adjust periodically | \$2,838.32 May adjust periodically | 10/01/2013 | 60 |
| 6 | 3.000% | 09/01/2018 | \$2,241.07 | May adjust periodically | May adjust periodically | 10/01/2018 | 12 |
| 7 | 4.000% | 09/01/2019 | \$2,514.27 | May adjust periodically | May adjust periodically | 10/01/2019 | 12 |
| 8-33 | 4.375% | 09/01/2020 | \$2,617.95 | May adjust periodically | May adjust periodically | 10/01/2020 | 315 |



*The escrow payments may be adjusted periodically in accordance with applicable law and therefore my total monthly payment may change accordingly.

The above terms in this Section 3.C. shall supersede any provisions to the contrary in the Loan Documents, including but not limited to, provisions for an adjustable, step, or simple interest rate.

I understand that, if I have a pay option adjustable rate mortgage loan, upon modification, the minimum monthly payment option, the interest-only or any other payment options will no longer be offered and that the monthly payments described in the above payment schedule for my modified Loan will be the minimum payment that will be due each month for the remaining term of the Loan. My modified Loan will not have a negative amortization feature that would allow me to pay less than the interest due resulting in any unpaid interest being added to the outstanding principal balance.

- D. I will be in default if I do not comply with the terms of the Loan Documents, as modified by this Agreement.
- E. If a default rate of interest is permitted under the Loan Documents, then in the event of default under the Loan Documents, as amended, the interest that will be due will be the rate set forth in Section 3.C.

4. **Additional Agreements.** I agree to the following:

JPMC MODIFIED MULTISTATE HOME AFFORDABLE MODIFICATION AGREEMENT – Single Family – Fannie Mae/Freddie Mac UNIFORM INSTRUMENT ver. [REDACTED] (07/12)

