

# GMAC Mortgage

September 1, 2009

RE: Account Number [REDACTED]

Dear [REDACTED]

Your request for a loan modification has been approved subject to the following:

- Receipt of your contribution
- Receipt of the signed and notarized loan modification agreement and any attachments
- Receipt of clear title, if applicable

The terms of the modification you requested is as follows:

1. The fees and costs listed below will be capitalized and/or paid from funds in the suspense account, if any. The signed and executed loan modifications are due back by September 9, 2009. Please return to:

GMAC Mortgage, LLC  
 Attention: Payment Processing/Loan Modification  
 3451 Hammond Avenue  
 Waterloo, IA 50702

2. The breakdown of the total amount included in the modification is as follows:

Interest portion of your 8/1/2009 - 8/1/2009 payments	\$37,337.78
Escrow Shortage	\$26,055.08
Foreclosure Attorney Fees and Costs	\$1,751.81
Modification Title Costs	\$310.00
Late Charges	\$314.40
Corporate Advances	\$83.00
Default Fees Paid	<u>\$1,733.98</u>
<b>Total Costs</b>	<b>\$67,586.05</b>
Less Suspense Balance	\$8,093.67
Less Amounts Capitalized	\$59,177.98
Less Remaining Balance	<u>\$314.40</u>
<b>Total Due</b>	<b>\$0.00</b>

3. The interest rate is 3.5000%, the new unpaid principal balance is \$384,797.98, the term is 312 months and the maturity date is August 1, 2035
4. The first modified payment begins September 1, 2009.

Principal and Interest	\$1,122.33
Escrow	\$504.01
Additional Installment	<u>\$0.00</u>
<b>Total</b>	<b>\$1,626.34</b>

Please remit the monthly payments to us and forward to my attention until you have received a Mortgage Account Statement. Late charges are assessed on the 16th of each month.

5. Do NOT sign the documents unless in the presence of a Notary. The enclosed documents must be signed (in black ink) in the presence of a Notary and (if applicable) other witnesses. We have marked the documents to indicate specifically where they must be signed. All of the documents must be executed and the signatures must be exactly as the way the names are typed.
6. If the final closing costs are more than projected, the difference will be assessed to the account.
7. All miscellaneous fees and late charges may not have been included in the loan modification and will remain outstanding.
8. The loan modification will not be complete until we receive documents properly executed and the down payment. Until the modification is completed we will continue to enforce our lien. If the conditions outlined above are not satisfied the modification will be withdrawn.

All funds collected for the loan modification are non-refundable and will be applied toward the mortgage.

**Notice - This is an attempt to collect a debt and any information obtained will be used for that purpose. If your debt has been discharged in bankruptcy, our rights are being exercised against the collateral for the above reference loan, not as a personal liability.**

If you have any questions, please contact me at [REDACTED].

Sincerely,

Loss Mitigation Department

Record & Return to:  
GMAC Mortgage, LLC  
Attention: Loss Mitigation Department  
3451 Hammond Avenue  
Waterloo, IA 50702

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*[Space Above This Line For Recorder's Use]*

## INTEREST ONLY LOAN

This Adjustable Rate Loan Modification Agreement ("Agreement"), made this 1st day of August 2009, ("Effective Date") between [REDACTED] ("Borrower") and GMAC Mortgage, LLC ("Lender"), amends and supplements that certain promissory note ("Note") dated July 15, 2005, in the original principal amount of Three Hundred Twenty Six Thousand Four Hundred Dollars And No Cents (\$326,400.00) executed by Borrower. The Note is secured by a Mortgage, Deed of Trust, or Deed to Secure Debt (the "Security Instrument"), and said security instrument covers the real and, if applicable recorded on July 15, 2005 in [REDACTED] of the real property records of [REDACTED]. Said Security Instrument, covers the real and if applicable personal property described in such Security Instrument, (the "Property") located at [REDACTED] which real property is more particularly described as follows:

(Legal Description - Attach as Exhibit if Recording Agreement)

Borrower acknowledges that Lender is the Agent for, or the legal holder and the owner of the Note and Security Instrument and further acknowledges that if Lender transfers the Note, as amended by this Agreement, the transferee shall be the "Lender" as defined in this Agreement.

Borrower has requested, and Lender has agreed, to extend or rearrange the time and manner of payment of the Note and to extend and carry forward the lien(s) on the Property whether or not created by the Security Instrument.

Now, therefore, in consideration of the mutual promises and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the parties hereto agree as follows (notwithstanding anything to the contrary contained in the Note or Security Instrument):

1. Borrower acknowledges that as of the Effective Date, the amount payable under the Note and

secured by the Security Instrument (the "Principal Balance") is Three Hundred Eighty Four Thousand Seven Hundred Ninety Seven Dollars And Ninety Eight Cents ( \$384,797.98). Borrower hereby renews and extends such indebtedness and promises to pay jointly and severally to the order of the "Lender" the Principal Balance which consists of the amount(s) loaned to the Borrower by "Lender" plus any accrued and unpaid amounts due under the Note or Security Instrument capitalized by the Lender. Borrower also agrees to pay any unpaid interest and taxes, insurance premiums and other costs or expenses that Lender has paid to protect or enforce its interests in, or otherwise due under the Note and Security Instrument.

2. Interest will be charged on the new unpaid Principal Balance until the full amount of principal has been paid. Borrower will pay interest at a yearly rate of 3.5000% beginning on August 1, 2009. The interest rate Borrower will pay will change in accordance with this Agreement. The interest rate required by this Agreement is the rate Borrower will pay both before and after any default under the terms of the Note, as amended by this Agreement.

3. Borrower promises to make a payment every month. This monthly payment will consist of interest only payments of \$1,122.33 starting on September 1, 2009 and ending on August 1, 2014 (the Interest Only Payment Period). Thereafter Borrower will begin making payments consisting of both principal and interest for the remaining term of the loan. The date of the borrower's first payment consisting of principal and interest shall be September 1, 2014. Borrower will make these payments every month until all of the principal and interest and any other charges that Borrower may owe under this Agreement have been repaid. Each monthly payment will be applied as of its scheduled due date, and if the payment includes both principal and interest, it will be applied to interest before Principal. If on August 1, 2035 ("Maturity Date"), Borrower still owes any amounts under the Note and Security Instrument, as amended by this Agreement, Borrower will pay these amounts in full on the Maturity Date. Borrower will make such payments at 3451 Hammond Avenue, Waterloo, IA 50702 or such other place as Lender may require.

4. The monthly payment may change based on the changes in the unpaid principal of the loan and/or the interest rate Borrower must pay. Lender will determine the new interest rate and any change in the amount of the monthly payment in accordance with this Agreement. The interest rate Borrower will pay may change on August 1, 2014, and on that day every sixth month thereafter. Each date on which the interest rate could change is called a "Change Date".

5. Beginning with the next Change Date, any change in the borrower's interest rate, will be based on a change in an Index. The Index is the average of interbank offered rates for six-month U.S. dollar-denominated deposits in the London Market ("LIBOR"), as published in the Wall Street Journal. The most recent Index figure available as of the first business day of the month immediately preceding the month in which the Change Date occurs is called the "Current Index". If the Index is no longer available, the Lender will choose a new Index, which is based upon comparable information, as provided for in the Note. Lender will give the Borrower notice of this choice.

6. Before each Change Date, Lender will calculate the new interest rate by adding Three And Five Thousand percentage points (3.5000) to the Current Index. Lender will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated below, this rounded amount will be the new interest rate until the next Change Date. Lender will then determine, as applicable, (1) the amount of monthly interest only payment based on the unpaid principal balance and the new interest rate, if still within the Interest Only Payment Period, or (2) the amount of the monthly principal and interest payment that would be sufficient to repay the unpaid principal that Borrower is expected to owe at the Change Date in full on the Maturity Date at the new interest rate in substantially equal payments, if after the Interest Only Payment Period. The result of this calculation will be the new amount of the monthly payment. Borrower will pay the amount of the new monthly payment beginning on the first monthly payment date after the Change Date until the amount of the monthly payment changes again. The monthly payments will be applied first to the payment of interest due and then to principal.

7. The interest rate will never be increased or decreased on any single Change Date by

more than one percentage point (1%) from the rate of interest Borrower has been paying for the preceeding six months. The interest rate will never be greater than 11.7250% or less than 3.5000%.

8. Before the effective date of any change, Lender will deliver or mail to Borrower notice of any changes in the interest rate and the amount of the monthly payment. The notice will include information required by law to be given to Borrower and also the title and telephone number of a person who will answer any questions Borrowers may have. Unless applicable law requires a different method, any notice that must be given to Borrower under this Agreement will be given by delivering it or mailing it by first class mail to Borrower at the property address stated above or at a different address if Borrower gives Lender notice of Borrower's different address. Any notice that must be given to Lender under this Agreement will be given by mailing it first class mail to the Lender at the address stated in Paragraph 3 above or at a different address if Borrower is given notice of that different address.

9. If Lender has not received the full amount of any monthly payment by the end of 15 calendar days after the date on which the payment is due, Borrower will pay a late charge to Lender in an amount calculated in accordance with the Borrower's original Note, or as otherwise provided by law. Borrower will pay this late charge promptly but only once on each late payment. The late charge is not in lieu of any other remedy of Lender, including any default remedy.

10. It is the intention of the parties that all liens and security interests described in the Security Instrument are hereby renewed and extended (if the Maturity Date of the original Note has been changed) until the indebtedness evidenced by the Note and this Agreement has been fully paid. Lender and Borrower acknowledge and agree that such renewal, amendment, modification, rearrangement or extension (if applicable) shall in no manner affect or impair the Note or liens and security interests securing same, the purpose of this Agreement being simply to modify, amend rearrange or extend (if applicable) the time and the manner of payment of the Note and indebtedness evidenced, thereby, and to carry forward all liens and security interests securing the Note, which are expressly acknowledged by Borrower to be valid and subsisting, and in full force and affect so as to fully secure the payment of the Note.

11. If all or any part of the Property or any interest in it 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, at its option, require immediate payment in full of all sums secured by the Security Instrument. However this option shall not be exercised by "Lender" if such exercise is prohibited by applicable law. If Lender exercises this option, "Lender" shall give Borrower notice of acceleration and /or any other notices that may be required by law. 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 this 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. For purpose of this paragraph, "interest in the Property" means any legal or beneficial interest in the Property, including but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is transfer of title by Borrower at a future date to a purchaser.

12. As ammended hereby, the provisions of the Note and Security Instrument shall continue in full force and effect, and the Borrower acknowledges and reaffirms Borrower's liability to lender thereunder. In the event of any inconsistency between this Agreement and the terms of the Note and Security Agreement, this Agreement shall govern. 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. Except as otherwise specifically provided in this Agreement, the Note and Security Agreement shall remain unchanged, and Borrower and Lender will be bound by, and comply with all of the terms and provisions thereof, as ammended by this Agreement, including but not limited to, in the case of the Borrower, the obligation to pay items such as taxes, insurance premiums or escrow items, as applicable. Any default by Borrower in the performance of its obligations herein contained shall constitute a default under the Note and Security Instrument, and shall allow Lender to exercise all of its remedies set forth in said Security Instrument.

13. Lender does not, by its execution of this Agreement, waive any rights it may have against any