

**Loan Modification Agreement  
Schedule A**

Name of Borrower(s): [REDACTED]  
Loan Number [REDACTED]

DESCRIPTION OF TOTAL AMOUNT DUE	AMOUNT DUE
Current Principal Balance	\$107,008.42
Total Amount Capitalized	\$21,821.58
<b>NEW PRINCIPAL BALANCE</b>	<b>\$128,830.00</b>

ITEMIZATION OF AMOUNT DUE		Deferred Amount	Total Amount Due
Principal Reduction			\$0.00
Delinquent Interest	From 12/01/2009		
	To 05/31/2011	\$0.00	\$14,142.14
Modification Fee / Document Preparation Fee		\$900.00	\$900.00
Accrued Late Charges		\$131.88	\$131.88
Property Valuations		\$300.00	\$300.00
Foreclosure Attorney Fees		\$1,080.00	\$1,080.00
Foreclosure Costs		\$1,620.92	\$1,620.92
Property Inspections		\$124.80	\$124.80
Title Report / Policy		\$0.00	\$0.00
Delinquent Taxes / Unpaid Insurance		\$4,353.72	\$4,353.72
<b>TOTALS</b>		<b>\$446.50</b>	<b>\$22,853.46</b>
	Borrower Contribution		\$585.38
	Mortgage Insurance Contribution		\$0.00
	<b>Total Borrowed Amount</b>		<b>\$446.50</b>
	Amount Towards 1st Due Pmt.		\$0.00
	<b>Net Amount Capitalized</b>		<b>\$21,821.58</b>

New Principal and Interest Payment Effective: ** 07/01/2011	\$768.93
Monthly Tax Payment ***	\$187.81
Monthly Insurance Payment ***	\$82.83
<b>Total Payment</b>	<b>\$1,039.57</b>

\*\* If your loan contains an variable rate feature, your monthly principal and interest payment is subject to change based on the terms of the Note and Modification Agreement.  
\*\*\* Includes estimated amount for the monthly escrow payment (which is subject to change).

Borrower Initials: \_\_\_\_\_

Loan # [REDACTED]  
Mtn # [REDACTED]

## LOAN MODIFICATION AGREEMENT

(Providing for Fixed Interest Rate)

This Loan Modification Agreement ("Agreement"), made this 1st day of June, 2011 (the "Effective Date"), between [REDACTED] (collectively "Borrower") and American Home Mortgage Servicing, Inc. as Servicer ("Loan Servicer"), modifies (1) the mortgage, deed of trust, or security deed (the "Security Instrument") dated December 9th, 2005, and (2) the promissory note (the "Note"), bearing the same date as, and secured by, the Security Instrument (Borrower's obligation under the Note, Security Instrument and this Agreement hereinafter referred to as the "Loan"), which covers the real and personal property located at [REDACTED] MILWAUKEE, WI 53218, more fully described in the Security Instrument and defined therein as the "Property." All capitalized terms in this Agreement shall have the same meanings as set forth in the Note and Security Instrument, unless defined in this Agreement; all schedules and exhibits attached to this Agreement are incorporated into and made part of this Agreement; and all references to this Agreement include the schedules and exhibits.

In consideration of the mutual promises and agreements exchanged, Loan Servicer and Borrower hereto agree that the Note and Security Instrument shall be modified hereby as follows:

1. As of June 01, 2011, the amount payable under the Note and the Security Instrument (the "New Principal Balance") is U.S. \$ 128,830.00, consisting of the unpaid amount(s) loaned to Borrower plus any accrued and unpaid interest and other amounts capitalized as set forth in Schedule "A," attached hereto and made a part hereof.
2. Borrower promises to pay the New Principal Balance, plus interest, to the order of Loan Servicer. Interest will be charged on the New Principal Balance at the yearly rate of 5.125 %, from June 01, 2011. Borrower promises to make monthly payments of principal and interest of U.S. \$ 768.93 (plus any amounts due for taxes and insurance as set forth in Schedule "A"), beginning on the 1st day of July, 2011, and continuing thereafter on the same day of each succeeding month until the New Principal Balance and interest are paid in full. If the Loan is an adjustable-rate mortgage ("ARM") loan and Borrower receives an ARM adjustment notice prior to the payment beginning date indicated in the preceding sentence, Borrower should ignore such notice and make payments in accordance with this Agreement. If on January 01, 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.
3. Borrower will comply with all 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 Effective Date:
  - (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; and
  - (b) all terms and provisions of any adjustable rate rider, or other instrument or document (if any) 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.
4. Borrower understands, acknowledges 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 Note and Security Instrument shall also apply to default in the making of the modified payments under this Agreement.

- (b) Except as herein modified, all covenants, agreements, stipulations, and conditions in the Note and Security Instrument shall be and remain in full force and effect and none of 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 Loan Servicer's or Note Holder's rights or remedies under the Note and Security Instrument, whether such rights or remedies arise thereunder or by operation of law. Also, all rights of recourse to which Loan Servicer and Note Holder are presently entitled against the Property, Borrower, any other property or any other persons in any way obligated for, or liable on, the Note and Security Instrument, are expressly reserved by Loan Servicer and Note Holder.
- (c) Borrower has no right of set-off or counterclaim against Note Holder or Loan Servicer, 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) If not prohibited by the law of the state(s) where the Property and Borrower are located, all costs, fees, and expenses incurred by or payable to Loan Servicer in connection with this Agreement, including but not limited to property inspection fees and attorney's fees, shall be paid by Borrower to Loan Servicer and, to the extent such costs, fees, and expenses are deferred or become part of the New Principal Balance, shall be secured by the Security Instrument. The type and amount of such costs, fees, and expenses, and the manner in which they are paid by Borrower, are set forth in Schedule "A."
- (f) If not prohibited by the law of the state(s) where the Property and Borrower are located, a modification fee or, alternatively, a document preparation fee, over and above the costs, fees, and expenses set forth in (e) above, shall be paid by Borrower to Loan Servicer, and, to the extent such fee is deferred, shall be secured by the Security Instrument. The type and amount of such fee, and the manner in which it is paid by Borrower, is set forth in Schedule "A."
- (g) The fees, costs and expenses as set forth in subparagraphs 4(c) and 4(f) above shall be deferred until the Loan is paid in full, added to the New Principal Balance, and/or paid by Borrower prior to the Effective Date, all as set forth in Schedule "A."
- (h) In addition to and simultaneously with Borrower's monthly payments of principal and interest as set forth in paragraph 2 above, Borrower shall be required pay to Loan Servicer, until such time as the New Principal Balance and interest are paid in full, a sum to provide for payment of amounts due for (i) yearly taxes and assessments which may attain priority over the Security Instrument as a lien on the Property, and (ii) yearly hazard or property insurance premiums, all in accordance with the terms and conditions of the Security Instrument. A waiver of this requirement by Loan Servicer as of the Effective Date shall not constitute a waiver of such requirement at any future date, and Loan Servicer specifically reserves the right, in its sole and absolute discretion, to impose such requirement at any time upon written notice to Borrower.
- (i) Borrower shall make and execute such other documents or papers as may be necessary or required to effectuate the terms and conditions of this Agreement.
5. Borrower and Loan Servicer understand, acknowledge and agree that:
- (a) Time is of the essence of this Agreement, in particular the receipt by Loan Servicer of this Agreement, fully executed by Borrower and the sums due under subparagraphs 4(e) and 4(f) above.
- (b) Loan Servicer represents that it has the authority to enter into this Agreement on behalf of Note Holder.
- (c) The terms, clauses, conditions and provisions of this Agreement are binding upon and shall inure to the benefit of all assignees, successors-in-interest, personal representatives, estates, administrators, heirs, devisees, and legatees of each of the parties hereto.
- (d) Except as is otherwise provided for herein, this Agreement (along with the Note and Security Instrument) constitutes the entire agreement between the parties with reference to the subject matter hereof, and supersedes any prior agreement, oral or written, with respect thereto; and, in entering into this Agreement, no party is relying upon any representation, warranty, agreement, or covenants not set forth herein.
- (e) This Agreement may be signed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same Agreement.

6. To the extent that any word, phrase, clause, or sentence of this Agreement shall be found to be illegal or unenforceable for any reason, such word, phrase, clause, or sentence shall be modified or deleted in such a manner so as to make the Agreement, as so modified, legal and enforceable under applicable law, provided that should such modification or deletion materially diminish the benefit of this Agreement to any of Loan Servicer, Note Holder or Borrower, the Agreement shall be of no force or effect and the relationship of Loan Servicer, Note Holder and Borrower shall be entirely governed by the provisions of the Note and Security Instrument.
7. This Agreement shall be of no force or effect, and no action will be taken by Loan Servicer to cease collection activities relating to the Loan, unless and until Loan Servicer has received this Agreement, fully executed and initialed by Borrower, no later than May 10, 2011. This Agreement is not considered "received" by Loan Servicer unless and until it has been delivered to Loan Servicer at 4875 Belfort Rd, Bldg 130, Jacksonville, FL 32256 and internally date stamped.

**NOTICE TO BORROWERS WITH ADJUSTABLE-RATE LOANS:**

For Borrowers with an adjustable-rate loan, please read this notice carefully. In accordance with subparagraphs 3(a) and 3(b) of this Agreement, Borrower understands that the Loan is modified from an adjustable-rate loan to a fixed-rate loan. An adjustable-rate loan differs from a fixed-rate loan. With a fixed-rate loan, the interest rate stays the same during the life of the loan. With an adjustable-rate loan, the interest rate changes periodically, in relation to an index and a margin, and payments may go up or down accordingly.

**IF INTEREST RATES DECREASE, AN ADJUSTABLE-RATE LOAN COULD BE LESS EXPENSIVE OVER A LONG PERIOD THAN A FIXED-RATE LOAN. YOU UNDERSTAND THAT BY MODIFYING THIS LOAN TO A FIXED-RATE LOAN, YOU ARE FOREGOING THIS POTENTIAL ADVANTAGE IN EXCHANGE FOR THE BENEFIT OF HAVING A FIXED INTEREST RATE FOR THE LIFE OF THE LOAN.**

IN WITNESS WHEREOF, the undersigned have set their hands hereunto as of the date written below.

American Home Mortgage Servicing, Inc.

By: \_\_\_\_\_

\_\_\_\_\_  
 \_\_\_\_\_

WWW.YOURFACTMOD.ORG

PLEASE RETURN THE AUTO DRAFT (ACH) FORM TO THE  
FOLLOWING ADDRESS:

AMERICAN HOME MORTGAGE SERVICING, INC  
P.O. BOX 631730  
IRVING, TX 75063-1730

OR

FAK NO:  
CORRESPONDENCE DEPT  
816-795-6529

Please **DO NOT** RETURN THE ATTACHED AUTOMATIC  
DRAFTING FORM WITH THE MODIFICATION DOCUMENTS.

WWW.YOURFASTMOD.ORG

## AUTOMATIC DRAFTING FORM

LOAN NUMBER : [REDACTED]

RE: American Home Mortgage Servicing, Inc. Loan Number

Dear Customer:

American Home Mortgage Servicing Inc. (AHMSI) received your inquiry regarding our automatic payment drafting program for your mortgage payments. This program is available to customers who have accounts at financial institutions that can and will accommodate electronic transfer of funds (ACH). The automatic payment drafting requires that you have the available funds in your account on the day of the month you designate your mortgage payment be drafted. Additional requirements for automatic payment drafting are:

- Your mortgage payments must be current with no outstanding late charges or fees.
- The enclosed authorization form must be completed and signed by all parties listed on the bank account.
- A blank check marked "Void" must be returned with the signed authorization form, if you chose to draft from your checking account. If you chose to draft the mortgage payments from your savings account, we will need a letter from your financial institution advising of the correct Routing/Transit number and account number.
- You may choose to have the mortgage payments drafted from your account on one of the following dates each month:  
\_\_\_\_ 1st \_\_\_\_ 2<sup>nd</sup> \_\_\_\_ 3rd \_\_\_\_ 4th \_\_\_\_ 5th \_\_\_\_ 6th \_\_\_\_ 7th \_\_\_\_ 8th \_\_\_\_ 9th \_\_\_\_ 10th.
- A WRITTEN SIGNED REQUEST is required to terminate this authorization agreement.

To avoid any unnecessary delays in processing your request, we recommend you verify that the routing/transit number on your voided check is correct. Some banks and credit unions have a special routing/transit number for ACH drafting and this is not printed on your check.

Please complete the Automatic Payment Drafting Authorization form enclosed with this letter and return it to our office. We will run one test cycle on your loan to ensure that the automatic drafting has been properly set up and acknowledged by your financial institution. During this test, funds are not deducted from your bank account. Therefore, it may take 60 to 90 days before the first mortgage payment is drafted from your account. We will send you a confirmation letter advising you the ACH drafting has been established and the effective date of the first draft date. In the meantime, please continue to send in your monthly payments as usual.

If you have any questions, please contact our Customer Care Department at 1.877.304.3100 and any of our associates will be able to assist you.

Sincerely,

Loan Administration - Research

AUTOMATIC PAYMENT DRAFTING AUTHORIZATION

I/We hereby authorize AHMSI to initiate debit entries to my/our account (indicated below) on the (choose one) \_\_\_ 1st, \_\_\_ 2nd, \_\_\_ 3rd, \_\_\_ 4th, \_\_\_ 5th, \_\_\_ 6th, \_\_\_ 7th, \_\_\_ 8th, \_\_\_ 9th, \_\_\_ 10th of each month for the mortgage loan payment due on loan number [REDACTED] IF NO DATE IS CHOSEN, PAYMENT WILL BE DRAFTED ON THE 1st OF EACH MONTH, WHICH COMPLIES WITH THE TERMS OF YOUR NOTE. This authorization also constitutes authority for AHMSI to continue to debit(charge) my/our account in the event of any periodic changes in the amount of the mortgage loan payment due under the terms of my/our mortgage loan, such as, but not limited to escrow payment changes, and ARM payments adjustments.

TO HAVE EXTRA PRINCIPAL WITHDRAWN, PLEASE COMPLETE THIS SECTION:  
I/We authorize AHMSI to debit (charge) my/our account an additional amount of \$\_\_\_\_\_ which is to be applied to my/our account as a principal curtailment.

The information on the account I/we wish to debit for my/our monthly mortgage loan payments is:

- Name of Financial Institution \_\_\_\_\_
- Account Number \_\_\_\_\_
- Routing/Transit Number \_\_\_\_\_

**IMPORTANT NOTICE REGARDING OPTION ARM LOANS** - If your loan is a Option ARM product, you will only be able to draft the minimum payment amount. You should note that paying just the minimum payment option on your Option ARM loan may not always be sufficient to pay the full interest amount owed and therefore will result in negative amortization. Additionally by arranging preauthorized payments for your Option ARM loan, other payment options will not be available to you. See your loan documents for more information on negative amortization.

This authorization is to remain in effect until AHMSI receives written, signed authorization from me/us of termination, allowing the company and my/our financial institution a reasonable opportunity to effect the termination of the monthly debit to my/our account. AHMSI may unilaterally cancel this authorization and cease to debit my/our account at any time and for any reason, including, but not limited to, returned unpaid drafts from my/our financial institution. If automatic payment drafting is terminated or canceled on my/our account, I/we understand and agree that I/we will have to make other arrangements for making my/our monthly mortgage loan payments. I UNDERSTAND THE AUTOMATIC DRAFTING SET UP PROCESS WILL TAKE BETWEEN 60 TO 90 DAYS.

Signature \_\_\_\_\_ Date \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

TMB



**YOU CAN NOT SUBMIT A PERSONAL CHECK OR DO A CHECK BY PHONE FOR YOUR FIRST PAYMENT.**

**You may submit your first payment by using one of the following methods ONLY:**

1. Western Union Quick Collect  
City Code: AHMSI Code State: TX  
(Please be sure to provide your loan number)
2. Money Order OR Cashiers Check
3. Money Gram  
Receiving Code: 4513  
Company Name: American Home Mortgage Servicing Inc.  
State and City Code: TX, AHMSI

After your first payment has been received, you may submit an future payments using one of the following methods:

1. Western Union Quick Collect  
Code City: AHMSI Code State: TX  
(Please be sure to provide your loan number)
2. Cashier's check or money order
3. Mail Payment to:  
American Home Mortgage Servicing, Inc.  
P.O. Box 660029  
Dallas, TX 75266-0029
4. Overnight Payment to:  
American Home Mortgage Servicing, Inc.  
1525 South Beltline Road  
Coppell, TX 75019
5. To make payments by phone, Please contact our customer contact center @ 877-304-3100
6. Money Gram  
Receiving Code: 4513  
Company Name: American Home Mortgage Servicing Inc.  
State and City Code: TX, AHMSI

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