

SunTrust Mortgage, Inc.
Mail Code RVW 3054
1001 Semmes Avenue
Richmond, Virginia 23224
Tel 804-
Fax 804-

**CUSTOMER
COPY**

SUNTRUST

VIA FEDERAL EXPRESS OVERNIGHT MAIL

June 21, 2010

VERY IMPORTANT - PLEASE READ!!!

[REDACTED]

MARSHALLTOWN, IA 50168

SunTrust Loan No.: [REDACTED]

Dear [REDACTED]

Enclosed please find two original Loan Modification Agreements. Please review, execute, notarize and return one of them in 1-2 business days in the enclosed overnight mail envelope. The second copy is for your records. It is required you return the documents **no later than June 28, 2010**.

The total amount due, **in certified funds**, to modify your loan is **\$0.00**. Please note this agreement is null and void if it is returned without the amount listed above. We are unable to accept personal checks. We will be capitalizing an amount of **\$3,668.11**, which is itemized as follows:

| | |
|------------------------------------|-------------------|
| Accrued interest through 7/01/2010 | \$2,680.88 |
| Escrow Advances | \$987.23 |
| Less Contribution | -\$0.00 |
| Total capitalized amount | \$3,668.11 |

When added to your current principal and interest balance of **\$128,881.68**, your new balance will be **\$132,349.79**, with a new maturity date of **July 1, 2040**. The new monthly principal and interest amount will be **\$710.48** plus estimated monthly escrow funds of **\$258.18** for an estimated new total monthly payment amount of **\$968.66**. This amount is subject to change, if there is an increase or decrease in your taxes, insurance, or other escrow items.

In the event you do not receive an updated statement or coupon book to pay the payment due **August 1, 2010**, I have enclosed a self-addressed envelope to send that payment directly to my attention. Please retain this sheet to reference your new required monthly payment amount.

Should you have any questions regarding this agreement, please do not hesitate to contact me at 1-800-634-7928, option #5, ext. 51588.

Sincerely,

Dan Neylon
Loss Mitigation Negotiator
Enclosures
/LWG

CORRECTION AGREEMENT

Loan #: [REDACTED]

Words used in this agreement are defined below. Words in the singular mean and include the plural and vice versa.

"Borrower" [REDACTED]

"Lender" [REDACTED]

"Loan" means the debt evidenced by the Note and all sums due under the Security Instrument.

"Note" means the promissory note(s) signed by the borrower in favor of Lender.

"Security Instrument" means the Deed of Trust/Mortgage/Security Instrument, signed by the Borrower in favor of the Lender, securing payment of the Note.

Agreement to Correct or Provide Additional Documentation of Fees: In consideration of Lender modifying the original terms of the Loan and regardless of the reason for any loss, misplacement, omission, misstatement or inaccuracy in any Loan documentation, Borrower agrees as follows: If any document is lost, misplaced, omitted, misstated or inaccurately reflects the true and correct terms and conditions of the Modification, upon request of Lender (including and assignee of Lender), Borrower will comply with Lender's request to execute, acknowledge, initial and/or deliver to Lender and documentation deems necessary to replace and/or correct the lost, misplaced, omitted, misstated or inaccurate document(s). If the original Modification is replaced, Lender hereby indemnifies Borrower against any loss associated with a demand on the original Modification. All documents Lender request of Borrower shall be referred to as "Requested Documents". Borrower agrees to deliver the Requested Documents within ten (10) days after receipt by Borrower of a written request of such replacement. Borrower also agrees that upon request Borrower will supply additional amounts and/or pay to Lender and additional sum previously disclosed to Borrower as a cost or fee associated with the Modification, which for whatever reason was not collected at the time of Modification. Borrower does hereby agree and covenant in order to assure that the documentation executed this date will enable Lender to seek insurance or guaranty from the Department of Housing and Urban Development (HUD) or Department of Veteran's Affairs (VA), if applicable, or to conform with and be acceptable to the Federal National Mortgage Association (FNMA), Federal Home Loan Mortgage Corporation (FHLMC), Government National Mortgage Association (GNMA), or any other investor.

Quality Control Authorization: As part of a continuing effort to assure that all Loan Modifications are completed accordance with the highest standards of professional ethics and business practices, a quality control audit is performed on a random sampling of Modifications each month. As a result of this random sampling, an audit may be performed on your Loan after Modification. During this review, Lender, or its assigns, may reverify employment, deposit, credit standings, loan verification and appraisal reports. Borrower acknowledges that the Loan may be selected as part of Lender's quality control procedure and authorize the reverification of various information supplied in conjunction with obtaining the mortgage. A photocopy of this form shall be regarded as valid as the original for reverification purposes.

Request by lender: Any request under this Agreement may be made by the Lender (including assignees and persons acting on behalf of the Lender) and shall be Prima Facie evidence of the necessity for same. A written statement addressed to Borrower at the address indicated in the Loan Modification shall be considered conclusive evidence of the necessity for Request Documents.

Borrower Liability: If borrower fails or refuses to execute, acknowledge, initial or deliver the Requested Documents or fees to Lender more than ten(10) days after being requested to do so by Lender, Borrower understands that Lender is relying on the representations contained herein and agrees to be liable for any and all loss or damage which Lender reasonably sustains thereby including, but not limited to, all reasonable attorney's fees and cost incurred by Lender.

This Agreement shall survive the closing of the Loan Modification and inure to the benefit of Lender's successor's and assigns and be binding upon the heirs, devisees, personal representatives, successors and assigns of Borrower.

[REDACTED] Borrower

[REDACTED] Borrower

SunTrust Mortgage, Inc.
Mail Code RVW 3054
1001 Semmes Avenue
Richmond, Virginia 23224
Tel 800-443-1032
Fax 804-675-7399

SUNTRUST

June 21, 2010

[REDACTED]
MARSHALLTOWN, IA 50158

Re: Loan No: [REDACTED]

Dear [REDACTED]

Your loan has been approved for a Loan Modification. At the receipt of your Loan Modification Agreement and contribution, we will be completing system changes to show that your mortgage loan is current.

We would like to extend to you the opportunity to apply for SurePay. With SurePay, our convenient mortgage payment service, you no longer have to mail a check each month to SunTrust Mortgage. This service offers:

- Automatically transfer your mortgage payment from your checking or savings account.
- Save time and postage.
- No matter where you are or what you are doing, you know your payment will be made on time, every time.
- If desired, build equity with extra principal amounts in your monthly draft.
- Even select the day (within four days of your due date) the draft will occur.
- It's free!

We would like to be able to contact you any way possible in regards to our offer and for any other issues regarding your loan. By signing here, _____, you give SunTrust Mortgage Representatives permission to contact you via cell phone, text message or email. Please provide us with your mobile number and email address: _____. At SunTrust, our goal is to provide you with outstanding service that is convenient to your needs. If you have any questions about SurePay, or about your mortgage loan, please or call our Customer Service Representatives at 1-800-634-7928.

Thank you,

SunTrust Mortgage, Inc.
Loss Mitigation Specialist



Equal Housing Lender. SunTrust Mortgage, Inc., 901 Semmes Avenue, Richmond, VA 23224 is licensed by the Department of Corporations under the California Residential Mortgage Lending Act; is an Illinois Residential Mortgage Licensee; is a Lender in Massachusetts having Mortgage Lender license #s ML1216, ML0133, ML1432, ML1914, ML1913, ML1815, ML2411, ML1214, ML2442, ML2491, and ML2538; is licensed by the New Hampshire Banking Department; is licensed by the New Jersey Department of Banking and Insurance, toll free 1-888-994-7864; is a licensed lender in Rhode Island; is doing business in Arizona as Crestar Mortgage, 7250 N. 16th Street, Ste. 100, Phoenix, AZ 85020; and is doing business in New York at 145 Pinelawn Road, Suite 330, Melville, NY 11747. ©2008, SunTrust Banks, Inc. SunTrust is a federally registered service mark of SunTrust Banks, Inc.

RETURN RECORDED DOCUMENT TO:
SunTrust Mortgage, Inc.
Loss Mitigation, RVW 3054
1001 Semmes Avenue
Richmond, VA 23224

[Space Above This Line For Recording Data]
Loan Number: [REDACTED] Prepared By: Leah Grisdale

LOAN MODIFICATION AGREEMENT
(Providing for Fixed Interest Rate)

MERS Phone: 1-888-679-6377

This Loan Modification Agreement ("Agreement"), made this 21st day of June, 2010, between [REDACTED] (Borrower) and [REDACTED] (Lender)



MARSHALLTOWN, IA 50158
(Property Address)

the real property described being set forth as follows:

SEE ATTACHED 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 and/or Security Instrument referenced above).

1. The Borrower(s) filed a chapter 7 bankruptcy on April 17, 2009 and the Borrower(s) received a discharge on July 9, 2009. The Borrower(s) did not reaffirm its debt to the Lender pursuant to the Bankruptcy Code; therefore, the Borrower(s)' personal liability on the debt to the Lender (the "Debt") was discharged and is no longer enforceable by the Lender. Notwithstanding the discharge of the Debt, the Lender has retained a security interest in the collateral pursuant to the terms of the Security Instrument (the "Lien"). By entering into this Agreement, the Lender is not attempting to re-establish the Debt, but instead, the Lender, at the request of the Borrower(s), has agreed to modify the payment terms incorporated in the Security Instrument.

The Borrower(s) hereby acknowledges the Lender's rights in the Security Instrument and that nothing in this Agreement shall be understood or construed to be a satisfaction or release in whole or part of the Lien. Except as specifically provided in this Agreement, the Security Instrument will remain unchanged, and the Borrower(s) and Lender will be bound by, and comply with, the terms and provisions thereof, as amended by this Agreement. If the Borrower(s) defaults under the terms of this Agreement, the Lender can exercise its rights pursuant to the Security Instrument; however, the Lender acknowledges that its recourse shall be limited to the collateral described in the Security Instrument. The parties acknowledge that the consideration for this Agreement shall be the Lender's forbearance from exercising the aforesaid rights pursuant to the Security Instrument.

2. As of July 1, 2010, the amount payable under the Note and secured by the Security Instrument (the "Unpaid Principal Balance") is U.S. \$132,349.79, consisting of the unpaid amount(s) loaned to Borrower by Lender plus any interest and other amounts capitalized to date.

3. The terms of the Note and the Security Instrument are amended as follows:

SECTION I:

PAYMENTS:

(A) Time of Payments

Borrower will make a payment each and every month on the 1st day of the month, beginning on August 1, 2010, until the entire principal and interest and any other charges that may be due and owing under the Note and/or Modification Agreement(s) are paid in full. 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 the Maturity Date, as described in Section II, Borrower still owes any amounts under the Note and/or Modification Agreement(s), Borrower will pay those amounts in full on that date.

(B) Amount of Monthly Payments

Each monthly payment will be in the amount of U.S. \$710.48

SECTION II:

INTEREST RATE AND PAYMENT CHANGES:

(A) Interest rate

Under this Agreement, the Borrower's interest rate will be 5.000%.

(B) Maturity Date

If on July 1, 2040 (the "Maturity Date"), Borrower still owes amounts under the Note and the Security Instrument, as amended by this Agreement, Borrower will pay those amounts in full on the Maturity Date.

4. 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.

5. 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.

6. 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.

BY SIGNING BELOW, Borrower and Lender do each accept and agree to the terms and covenants in this Loan Modification Agreement as of the date first written above.

BORROWER

(Seal)
Borrower

By _____ (SEAL)
WITNESS (PRINT NAME):

By _____ (SEAL)
WITNESS (PRINT NAME):

STATE OF _____ §
COUNTY OF _____ §

On this the ____ day of _____, before me, (Notary's Name) _____, who personally appeared (Borrower/Title Holder's Name) _____, who is/are personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the above instrument and acknowledged to me that he/she/they executed the same as his/her/their voluntary act and deed.

WITNESS my hand and official seal.

Notary Signature _____ (Seal)
My Commission Expires: _____

LOAN MODIFICATION AGREEMENT--Single Family--

(Page 4 of 6 Pages) Form 3179 2/88C

WWW.Yourfastmod.org

BY SIGNING BELOW, Borrower and Lender do each accept and agree to the terms and covenants in this Loan Modification Agreement as of the date first written above.

BORROWER

(Seal)
Borrower

By _____ (SEAL)
WITNESS (PRINT NAME):

By _____ (SEAL)
WITNESS (PRINT NAME):

STATE OF _____ §
COUNTY OF _____ §

On this the ____ day of _____, before me, (Notary's Name) _____, who personally appeared (Borrower/Title Holder's Name) _____, who is/are personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the above instrument and acknowledged to me that he/she/they executed the same as his/her/their voluntary act and deed.

WITNESS my hand and official seal.

Notary Signature _____ (Seal)
My Commission Expires: _____

WWW.Yourfastmod.org

SUNTRUST MORTGAGE, INC.

BY: _____ (Seal)
ITS:

State of VIRGINIA§
County/City of RICHMOND§

On this the ____ day of _____, before me _____, personally appeared _____, who is/are personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the above instrument and acknowledged to me that he/she executed the same as his/her voluntary act and deed and as the voluntary act and deed of the Lender in his/her authorized capacity on behalf of the Lender.

WITNESS my hand and official seal.

Notary Signature _____ (Seal)

ID#

My Commission Expires:

_____ [Space Below This Line For Acknowledgments]

www.Yourfastmod.org