



**Save your home AND lower your monthly payment!**

12/17/2010

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Indian Harbour Beach, FL 32937

**Save your home AND lower your mortgage payment!**

Re: Loan No.: 71759  
 Property Address: 1 Terrace, INDIAN HARBOUR BEACH, FL 32937

Dear

You have been selected to receive a special "PRINCIPAL BALANCE REDUCTION LOAN MODIFICATION" that will lower your mortgage payment and REDUCE your principal balance. In fact, your new payment will be only **\$1,255.96 per month**, including your taxes and insurance if your account was previously escrowed.

- Your Total Debt will be REDUCED by \$103,404.50 to a DISCOUNTED principal balance of \$125,644.04.
- Your interest rate will be fixed for the life of the loan.
- You will not be charged any fees or costs related to this offer.

**ACT NOW** because this offer is part of a specialized initiative program that ends on 12/31/2010. If this great offer does not meet your financial situation, call us at 877-596-8580. There are other options that are part of this initiative program but the KEY IS TO ACT NOW because all of the options are tied to this initiative program that ends on 12/31/2010.

**What you should do:**

To take advantage of this offer you must read, understand and sign the attached agreement. You must also send us the first month's payment. A loan modification changes the original terms of your mortgage, so please make sure you read and understand all the new terms

Make your initial payment in the amount of \$1,255.96 by one of the following **certified** payment methods. Please reference your Ocwen loan number.

**MONEY GRAM**

Receive Code: 2355  
 City: Orlando  
 State: FL  
 Loan Number: 71759278

**WESTERN UNION QC**

Code City: OCWEN  
 Code State: FLORIDA  
 Loan Number: 71759278

**Certified Check or Money Order**

**(Overnight Delivery)**  
 Ocwen Loan Servicing, LLC  
 Attention: INV REL Modification Department  
 1661 Worthington Rd, Suite 100  
 West Palm Beach, FL 33409

In addition, please sign the enclosed agreement and send it via facsimile to **561-682-7134** or via mail to:

**Ocwen Loan Servicing, LLC**  
 Attention: INV REL Modification Department  
 1661 Worthington Rd. Suite 100  
 West Palm Beach, FL 33409

That's all you have to do to save your home AND improve your mortgage rate!

If you have any questions at all regarding this offer, please call our Home Retention Department at 877-596-8580, and remember "Helping Homeowners Is What We Do!"™

Regards,

Ronald M. Faris  
 President

**LOAN MODIFICATION AGREEMENT**

Ocwen Loan Servicing, LLC ("Ocwen") is offering you this Loan Modification Agreement ("Agreement"), dated 12/17/2010, which modifies the terms of your home loan obligations as described in detail below:

- A. the Mortgage, Deed of Trust, or Security Deed (the "Mortgage"), dated and recorded in the public records of Brevard County, and
- B. the Note, of the same date and secured by the Mortgage, which covers the real and personal property described in the Mortgage and defined therein as the "Property", located at  
Terrace INDIAN HARBOUR BEACH, FL 32937  
(Property Address)

Pursuant to our mutual agreement to modify your Note and Mortgage and in consideration of the promises, conditions, and terms set forth below, the parties agree as follows:

1. You understand that the Note and Mortgage will not be modified unless and until (i) you receive from Ocwen a copy of this Agreement signed by Ocwen, (ii) you successfully make the initial payment (as defined below), and (iii) Ocwen receives assurance from the title insurance company insuring the lien of the Mortgage or otherwise confirms to Ocwen's satisfaction that the Mortgage (as modified by this Agreement) continues to enjoy lien priority for the full amount of the Note.
2. As of the date of this Agreement, the parties agree that the new amount payable under your Note and the Mortgage is \$125,644.04 ("Unpaid Principal Balance"). Upon execution of this Agreement by you and Ocwen and payment of the initial payment below, your Note will become current and not in default.
3. You promise to make an initial payment in the amount of \$1,255.96 on or before 12/31/2010, after which you will commence payments of principal and interest in the amount of \$723.36 on February 1, 2011 and continuing on the 1 day of each succeeding month until 12/1/2035.
4. Interest will be charged on the Unpaid Principal Balance at the fixed yearly rate of 4.8300% for the life of the loan beginning with your first payment hereunder.
5. You will comply with all other covenants, agreements, and requirements of your Mortgage, including without limitation, the covenants and agreements to make all payments of taxes, insurance premiums, assessments, escrow items, impounds, and all other payments that you are obligated to make under the Mortgage, except as otherwise provided herein.
6. You understand and agree that:
  - (a) All the rights and remedies, stipulations, and conditions contained in your Mortgage relating to default in the making of payments under the Mortgage shall also apply to default in the making of the modified payments hereunder.
  - (b) All covenants, agreements, stipulations, and conditions in your Note and Mortgage shall be and remain in full force and effect, except as herein modified, and none of the your obligations or liabilities under your Note and Mortgage shall be diminished or released by any provisions hereof, nor shall this Agreement in any way impair, diminish, or affect any of Ocwen's rights under or remedies on your Note and Mortgage, whether such rights or remedies arise thereunder or by operation of law. Also, all rights of recourse to which Ocwen is presently entitled against any property or any other persons in any way obligated for, or liable on, your Note and Mortgage are expressly reserved by Ocwen.
  - (c) Any expenses incurred in connection with the servicing of your loan, but not yet charged to your account as of the date of this Agreement, are not included in the Unpaid Principal Balance and may be charged to your account after the date of this Agreement.
  - (d) Nothing in this Agreement shall be understood or construed to be a satisfaction or release in whole or in part of your Note and Mortgage.
  - (e) You agree 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 Ocwen, shall bind and inure to your heirs, executors, administrators, and assigns.
  - (f) You understand that this agreement is legally binding and that it affects your rights. You confirm that you have had the opportunity to obtain, independent legal counsel concerning this Agreement and are signing this Agreement voluntarily and with full understanding of its contents and meaning.

- (g) You agree that if any document related to the Note or Mortgage and/or this Agreement is lost, misplaced, misstated, inaccurately reflects the true and correct terms and conditions of your loan as modified, necessary or required to effectuate the terms and conditions of this Agreement, including as may be necessary to perfect or maintain the lien and security interest of the Mortgage, or is otherwise missing, you will comply with Ocwen's request to execute, acknowledge, initial and deliver to Ocwen any documentation Ocwen deems necessary. All documents Ocwen requests of you under this Section 7(g) shall be referred to as "Documents." You agree to deliver the Documents within ten (10) days after you receive Ocwen's written request for such Documents. You further agree that this Agreement and such Documents, if approved and accepted by Ocwen, will bind and inure to your heirs, executors, administrators, and assigns. Should you elect not to sign any subsequent Agreement or Document, including instances where an error in terms is detected after execution by both parties and a corrected Agreement is provided to you, your loan will revert to the terms of your original Loan Documents.
  
- (h) That, to the extent required under applicable law, regulation or rule, the implementation of this modification is dependent on Servicer's receipt of an acceptable title endorsement, or similar title insurance product, or subordination agreements from other existing lien holders, as necessary, to ensure that the modified mortgage loan retains its first lien position and is fully enforceable as required. Failure to secure such title endorsement, or similar title insurance product or subordination agreements will render this modification null and void.

\_\_\_\_\_  
Ocwen Loan Servicing, LLC

\_\_\_\_\_  
Borrower 71759

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

\_\_\_\_\_  
Co-Borrower



Ocwen Loan Servicing, LLC  
www.ocwen.com

O C W E N

NC Permit No. 3946

**CUSTOMER RELATIONS 1-800-746-2936**

Your call may be recorded for the coaching and development of our associates.

TERRACE  
INDIAN HARBOUR BEACH FL 32937-

**Account Statement**

**Account Number:** 0071759  
**Account Statement Date:** 12/17/2010  
**Property Address:**  
Terrace  
Indian Harbour Beach FL 32937

DELO

Page 1

**Special Notices**

Disasters can be inevitable, but the financial burden they bring is not. First Protector pays your monthly mortgage if your home is unlivable after a disaster. Call 1-800-349-9456 weekdays 8am - 8pm EST for more information.

**Account Information**

\* Current Principal Balance: 158,938.22  
Interest Rate: 8.65000%  
Next Payment Due Date: 12/01/2007  
Escrow Advance Balance: -18,742.22  
Interest Paid Year-To-Date: .00  
Taxes Paid Year-To-Date: 2,365.78  
Beginning Principal Balance: 158,938.22  
Beginning Escrow Balance: .00  
Escrow Deposits/Adjustments: -16,861.82  
Escrow Disbursements/Adjustments: -1,880.40  
Recently Assessed Amounts:  
12/16/10 Civil Litigation: 1,020.00

\*This is the principal balance only, not the amount required to pay your account in full.

**Details of Amount Due**

Current Amount Due:  
Principal: 58.40  
Interest: 1,134.24  
Escrow: 532.60  
Current Amount Due by 01/01/11: 1,725.24  
Past Due Amount:  
Principal: 1,586.62  
Interest: 45,920.49  
Escrow: 19,706.20  
Past Due Amounts DUE IMMEDIATELY:  
Assessed Fees/Expense Outstanding: 67,213.31  
Late Charges: 1,014.33  
Curr-Civil Litigation: 1,020.00  
Prev-Prior Servicer Fees: 4,299.00  
Prev-Property Inspection Fee: 42.00  
Prev-Property Valuation Expense: 214.00  
Total Fees/Expense Outstanding: 6,589.33  
Total Amount Due: 75,527.88

**Recent Account Activity**

Date	Description	Principal	Interest	Escrow	Optional	Late Charges	Fees/Other	Suspense	Total
No transactions since last statement									

**Important Messages**

Tax season is right around the corner. Please visit Ocwen's website at [www.ocwen.com](http://www.ocwen.com) to verify the social security number on file for your loan.

We may report information about your account to credit bureaus. Late payments, missed payments, or other defaults on your account may be reflected in your credit report. To obtain information about your rights under the Fair Credit Reporting Act go to [www.ftc.gov/credit](http://www.ftc.gov/credit).

If you are currently in bankruptcy or if you have filed for bankruptcy since obtaining this loan, please read the bankruptcy information provided on the back of this statement.

Our records indicate that your loan is in foreclosure. Accordingly, this statement may be for informational purposes only.

Please note that your monthly payment amount has changed to \$1,725.24 effective 01/01/2011.

Payments received are to be applied in accordance with your mortgage note. Payments will be first applied to bring your loan contractually current. Any additional funds received will be applied to outstanding fees and advances prior to being applied to principal.

FOLD AND DETACH HERE

PLEASE DETACH AND RETURN BOTTOM PORTION WITH PAYMENT IN THE ENCLOSED ENVELOPE WITH ADDRESS VISIBLE. PLEASE DO NOT SEND CORRESPONDENCE WITH YOUR PAYMENT - ALWAYS WRITE YOUR ACCOUNT NUMBER ON YOUR CHECK.

FOLD AND DETACH HERE



O C W E N

**Payment Coupon**

Account Number: 0071759

Check box if your contact information has changed, update on the back

AMOUNT DUE \$ 75,527.88

If received after 01/16/2011 add Late Charge of: \$ 71.56

Total Amount Due with Late Charge: \$ 75,599.44

Additional Principal: \$

Additional Escrow: \$

Late Charges: \$

Other: (Please Specify) \$

Total Enclosed: \$

Note: If your loan is current, any excess funds will first be applied to outstanding amounts due and then additional principal.

If this payment is made via automatic drafting, this statement

OCWEN  
PO BOX 6440  
CAROL STREAM IL 60197-6440



