

## COMMONLY ASKED QUESTIONS

### **What happens after I sign this document and return it?**

If you return the properly signed and notarized loan modification documents by the time indicated in the attached letter your loan will be modified and your regular monthly payments will start with your next month's payment at the new adjusted amount.

### **If my loan is already in foreclosure or I filed bankruptcy, what should I do?**

We have marked your account so that foreclosure sale (if scheduled) will be postponed until after the end of the period for you to return the attached loan modification documents and any required payment. If you return the documents in suitable form with payment as required your sale will be canceled. If you are in bankruptcy you should consult your attorney about what to do because any delinquency amount on your loan may be included in your bankruptcy plan.

### **I have two loans with Countrywide Home Loans Servicing LP. Why did I only get one package?**

The rate reduction loan modification package enclosed is only for the loan referenced on the documents. Your other loan probably is of another type and does not qualify for this program. You will still need to make payments on that other loan or work out a different arrangement with customer service.

### **I already entered into a repayment plan. Do I still need to sign this loan modification?**

If you have a repayment plan in place you have the choice to continue paying that plan or signing the enclosed loan modification documents. This modification includes the delinquent amount under your loan and would replace the repayment agreement. Generally it should be more favorable to you in both terms and interest rate.

### **How do I know this isn't some kind of scam?**

Countrywide Home Loans Servicing LP has engaged The Home Retention Team to help us get these packages out. This is a legitimate program designed to help you bring your account current, but if you want confirmation please feel free to call the customer service number on your monthly statement to verify.

### **What if one of the borrowers is deceased, or we are divorced?**

If a borrower is deceased, sign the documents and return them with a certified copy of the death certificate, durable power of attorney, or appointment of executor. If you are divorced, sign and return the documents with a copy of the signed divorce decree indicating that you are the current homeowner.

To: Linda

From: [REDACTED]

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**WHAT YOU NEED TO DO**

**The Deadline for Doing What You Need to Do:** Return the signed, notarized agreement to our office no later than **January 20, 2009**.

**These materials should be returned in the provided Fed-Ex return envelope to:**



Countrywide Home Loans Servicing, LLP  
Attention: Workout Department,  
100 Beecham Drive  
Pittsburgh, PA 15205

**If you have questions, Loan Consultants are standing by from 8:00 AM until 8:00 PM Central Time Monday through Friday, and 8:00 AM until 3:00 PM Central Time on Saturday except holidays at 1-877-665-6866.**

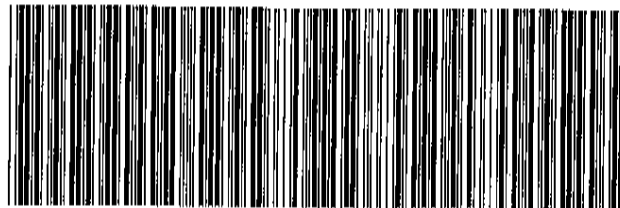
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**THANK YOU FOR YOUR BUSINESS****The HOPE Team**

Countrywide is required by law to inform you that this communication is from a debt collector.

TO: Linda

From: [REDACTED]





Countrywide Modification  
100 Beecham Drive  
Pittsburgh, PA 15205

Notice Date: December 20, 2008

Account No.: [REDACTED]

[REDACTED]  
Fullerton, CA 92833

Property Address:  
[REDACTED]  
FULLERTON, CA 92833

**IMPORTANT MESSAGE ABOUT YOUR LOAN**

Thank you for taking the time to provide important information regarding your loan with us. According to our recent review of your loan, your request for a loan modification has been approved, subject to the terms and conditions stated below.

**WHAT THIS MEANS**

The following amounts will be added to your current principal balance, resulting in a modified principal balance of \$117,678.79. Interest will accrue on the total increased principal balance. The amount added to your loan is:

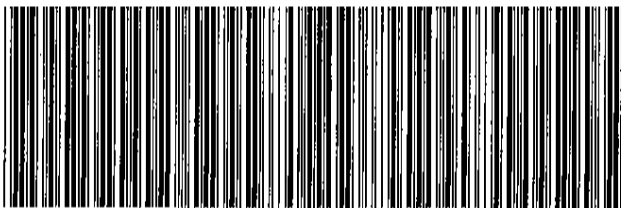
Capitalized Interest: \$11,678.79

The interest rate on your loan has been reduced and will be fixed for a period of two (2) years. Your current rate of 7.5% will be reduced to 3.75%.

Your next monthly payment will be due February 1, 2009. Your monthly statement will reflect your new payment amount.

TO: Linda

From: [REDACTED]



December 20, 2008  
The HOPE Team  
CHL Loan #: [REDACTED]

**LOAN MODIFICATION AGREEMENT**  
**(Deferring Past Due Minimum Payments)**

This Loan Modification Agreement ("Modification"), made this 1st day of January, 2009, between JOSE MOLINA ("Borrower") and Countrywide Home Loans, Inc. ("Lender"), is made for the purpose of modifying and supplementing certain terms of the Home Equity Credit Line Agreement and Disclosure Statement ("HELOC Agreement") dated May 13, 2005, that governs the terms of the Borrower's Home Equity Line of Credit ("Account").

In consideration of the mutual promises and agreements exchanged, the parties hereto agree as follows:

1. Except as expressly modified by this Modification, each and every term of the HELOC Agreement, and every other written agreement between the parties remains in full force and effect, unaltered, modified or changed, in any manner by this Modification. Unless otherwise defined in this Modification, capitalized terms used in this Modification shall have the same meaning as in the HELOC Agreement.
2. Immediately prior to the execution of this Modification, the Unpaid Principal Balance on Borrower's Account was \$106,000.00.
3. Borrower failed to make certain minimum monthly payments required to be made by the HELOC Agreement that total \$11,678.79 ("Unpaid Installments").
4. The parties agree that the Unpaid Installments shall be added to the Unpaid Principal Balance. As a result, by executing this Modification, Borrower's Unpaid Principal Balance, after execution of this Modification, shall be increased by \$11,678.79 resulting in a total Unpaid Principal Balance of \$117,678.79.
5. Borrower understands and agrees that all or a portion of the Unpaid Installments represent accrued but unpaid interest or finance charges. Borrower understands and agrees that upon execution of this Modification all accrued but unpaid interest or finance charges that are part of the Unpaid Installments and are added to the Unpaid Principal Balance will bear interest in accordance with the terms of the HELOC Agreement. All portions of the Unpaid Principal Balance shall bear interest in accordance with the terms of the HELOC Agreement.
6. Upon execution of this Modification, Borrower's account will be deemed current. Provided however, nothing in this Modification shall be deemed to waive any future default or any default currently existing for any reason other than failure to timely make minimum monthly payments.
7. By executing this Modification, Borrowers agrees to terminate their right to take additional advances on the account. Furthermore, upon the execution of this agreement, Borrower agrees at Lender's option, and upon written notice from it, that the Account's Draw Period will end and the Account will enter the Repayment Period, as provided for by paragraph 1 of the HELOC Agreement.
8. Borrower will be advised of their new Minimum Payment Due by their next monthly statement.

To: Linda

From: [REDACTED]



Dated: \_\_\_\_\_

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

On \_\_\_\_\_ before me, \_\_\_\_\_ Notary Public, personally appeared

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 within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature

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COUNTRYWIDE HOME LOANS, INC.

By:

Dated:

Witness: \_\_\_\_\_

Dated: \_\_\_\_\_

TO: Linda

From: [Redacted]



CALIFORNIA NOTARY ACKNOWLEDGMENT  
(For use by California Notary, if applicable.)

STATE OF CALIFORNIA  
COUNTY OF \_\_\_\_\_

On \_\_\_\_\_ before me, \_\_\_\_\_  
(insert name and title of the officer)

personally appeared \_\_\_\_\_  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are  
subscribed to the within instrument and acknowledged to me that he/she/they executed the same  
in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument  
the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the  
foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_

NOTARY SEAL

TO: Linda

From: [REDACTED]

THIS CERTIFICATE MUST BE ATTACHED TO THE  
DOCUMENT DESCRIBED AT RIGHT

Document: Loan Modification Agreement  
Number of Pages:  
Date of Document:  
Signer(s) Other Than Named Above: \_\_\_\_\_



Date: December 20, 2008  
Mortgagor:  
Countrywide Home Loans Servicing LP  
Please Return to:  
**Attn MSN HRD**  
**100 Beecham Drive**  
**Pittsburgh, PA 15205**

**STEP RATE LOAN MODIFICATION ADDENDUM  
TO LOAN MODIFICATION AGREEMENT**

The Step Rate Loan Modification Agreement Addendum (the "Addendum") is made this 20th day of December, 2008, and is incorporated into and shall be deemed a part of that certain Loan Modification Agreement of even date herewith (the "Agreement") between JOSE MOLINA and Countrywide Home Loans Servicing LP ("Lender"), which agreement amends and supplements that certain Mortgage, Deed of Trust or Deed to Secure Debt (the "Security Instrument") executed by Borrower in favor of Lender.

**THIS ADDENDUM CONTAINS PROVISIONS PROVIDING FOR SCHEDULED  
INCREASES IN THE INTEREST RATE AND MONTHLY PAYMENT**

In consideration of the mutual promises and agreements exchanged and for good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties hereto agree as follows (notwithstanding anything to the contrary contained in the Agreement, Security Instrument or the promissory note (the "Note"), except as specifically provided for herein):

**1. Interest Rate and Monthly Payment Increases.**

Thereafter, the interest rate and monthly principal and interest payment shall remain the same until such time as the principal and interest due under the Note are paid in full. If on the 1st day of May, 2030 (the "Maturity Date"), the Borrower still owes amounts under the Note and Security Instrument, as amended by the Agreement and this Addendum, the Borrower shall pay these amounts in full on the Maturity Date.

- a) The Agreement provides for an initial interest rate of 3.75% which will be charged from the 1st day of February, 2009. The initial monthly principal and interest payment shall be \$668.50 and shall be due and payable on the 1st day of February, 2009.
- b) The interest rate shall then change on the December 1, 2010 at which time it shall be subject to the terms of the original note.

Dated: \_\_\_\_\_

\_\_\_\_\_

TO: Linda

From: \_\_\_\_\_

