

Date: 6/28/2010 Time: 8:14 AM To: 91714848-5496
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relationships that work
green tree

Rate/Payment Modification Agreement

Creditor/Loan Servicer: Green Tree Servicing LLC

Account Number:

Customer Name(s):

Address:

MORGAN HILL, CA 95037

Original Loan Amount: \$165,750.00

Term of Rate/Payment Modification: 24 months

New Interest Rate: 4.000%

Current Interest Rate: 7.875%

Interest Rate at Expiration of Modification Period: 7.875%

In this Agreement "I", "ME" or "MY" refers to the Borrower(s) signing below, while "YOU" or "YOUR" refers to the Creditor.

You and I agree to temporarily modify the interest rate and the monthly payment amount of my loan account described above until 8/2/2012. The interest rate on my Note/Retail Installment Contract or amendments thereto and Mortgage Deed/Deed of Trust, where applicable, will be reduced from 7.875% to 4.000%, effective as of 7/2/2010 ("Effective Date"), until the expiration of the modification period. Beginning 8/2/2010, I agree to remit to the creditor monthly principal and/or interest, as applicable to my loan, payments in the amount of \$ 821.51 due on the 2nd day of the month, plus any applicable fees. I will refer to my monthly Billing Statement for my newly modified interest rate payment, including applicable fees assessed to my account, such as insurance, escrow and/or late fees.

The principal and/or interest, as applicable to my loan, for the installments that were due for 7 month(s) will be added to my final payment under the Note/Retail Installment Contract or amendments thereto and Mortgage Deed/Deed of Trust, where applicable, and interest will continue to accrue on such principal. Past due pre-emptive advances, which could include, but are not limited to, advances for taxes, lot rent and/or attorney fees, will be deferred to the Effective Date of the modification, at which time, the advances will be scheduled for repayment until such time as they are paid in full and will be paid in addition to My regular monthly payment. Any unpaid Late Fees or NSF charges will remain due, unless paid.

Following the expiration of the Agreement, I will resume the regular monthly payments at the contract rate specified in my original Note/Retail Installment Contract or amendments thereto and Mortgage Deed/Deed of Trust, where applicable. Except as herein provided, I acknowledge that all other terms and conditions, including final balloon payment due on 7/2/2022, of the original Note/Retail Installment Contract or amendments thereto and Mortgage Deed/Deed of Trust, where applicable, executed on 4/2/2007 shall remain in full force and effect. Upon breach of any provision of this Agreement, or upon payment default, creditor may terminate this Agreement, and all terms will revert to those specified in the original contract.

The creditor is granting this temporary reduction in interest rate and monthly payment in consideration of me making one full regular monthly payment to accompany this Agreement or, at the discretion of Green Tree, within 30 days prior to the date the creditor receives this Agreement. If such payment has not been made within 30 days prior to the date the creditor receives this Agreement, a payment in the amount of \$1,201.81 must be received by the creditor along with this Agreement. This Agreement is not binding until the Agreement, inclusive of all original terms, has been signed by the borrower(s); the one full regular monthly payment in good funds has been received by the creditor; and the creditor has accepted the Agreement.

Date

1-30-10
Date

Accepted by:

Authorized GT Employee

Note: This is an attempt to collect a debt and any information obtained will be used for that purpose.

