



**Chase Home Finance LLC**  
3415 Vision Drive  
Columbus, Ohio 43219  
(800) 446-8939 Homeowner's Assistance Department

October 11, 2008

[REDACTED]  
PACIFICA, CALIFORNIA 94044

Re: Loan Number [REDACTED]

Dear Mortgagor/s:

Enclosed is a proposed agreement to modify your loan. This modification agreement will not be binding or effective unless and until it has been signed by both you and the lender. Once all provisions have been met and the modification agreement has become binding and effective, the mortgage will be modified to reflect the following terms: The current interest rate has changed from 6.500% to 5.000% effective November 1, 2008 through and including June 1, 2046 (Maturity Date), until principal and interest are paid in full. The new Principal & Interest is \$2,741.76 and Escrow is \$0.00, for a total per month of \$2,741.76 starting with the December 1, 2008 payment, until further notice.

Please forward a **cashiers check or money order (only)**, (payable to Chase Home Finance LLC) in the amount of **\$2,750.00** for the processing fee, delinquent escrow and/or other costs. **The next regularly scheduled monthly payment will be due on December 1, 2008.**

**Failure to return these documents and the money by the stipulated date will cause the modification agreement to be cancelled and the collections and/or foreclosure process to continue immediately.**

Enclosed are two copies of the modification agreement that must be signed by you and a notary public and witnessed by two unbiased parties. **Both copies of the Loan Modification Agreement and the money must be returned within 72 hours to the address below:**

**Chase Home Finance LLC**  
3415 Vision Drive  
Columbus, OH 43219-6009  
Attention: Homeowner's Assistance Department

**Mortgage payments are due on the first of each month.** You will not receive statements during this process. It is important during this time that monthly payments be sent directly to me at the above address (**cashiers check or money order only**). In approximately 60 days of receipt of your documents/funds, you will receive a letter from me directing you where to start sending payment, and monthly statements will commence. Late charges will be assessed if payments are not received by the 16<sup>th</sup> day of each month.

***Questions? Please call the Homeowner's Assistance Department at (800) 446-8939.***

Sincerely,

Homeowner's Assistance Analyst  
**Homeowner's Assistance Department**



**JP Morgan Chase Bank, N.A.**  
3415 Vision Drive  
Columbus, OH 43219  
Prepared by Brandon Moses  
RE: Loan Number 1063087822  
(800) 446-8939 Homeowner's Assistance Department

**LOAN MODIFICATION AGREEMENT**  
(Providing for Fixed Interest Rate)

This Loan Modification Agreement ("Agreement"), made effective the First day of November, 2008, between [REDACTED] Single ("Borrower") and **JPMorgan Chase Bank, N.A.** ("Lender"), amends and supplements (1) the Mortgage, Deed of Trust, or Deed to Secure Debt (the "Security Instrument") to **JPMorgan Chase Bank, N.A.**, dated **May 16, 2006**, and recorded as Instrument Number [REDACTED] on **May 30, 2006**, of the Records of SAN MATEO County (2) the Note bearing the same date as, and secured by, the Security Instrument ("Note"), (collectively, the "Loan Documents"), which cover the real and personal property described in the Security Instrument and defined therein as the "Property", located at [REDACTED] [REDACTED] PACIFICA, CALIFORNIA 94044, with the original principal balance U.S. \$528,000.00 and the principal balance before the loan modification being U.S.528,000.00 the real property described being set forth as follows:

**See Schedule A attached hereto and made a part hereof**

**A. P. NO.:** [REDACTED]  
**TRUSTEE: First American Title**

In consideration of the mutual promises and agreements exchanged, the parties hereto agree as follows (notwithstanding anything to the contrary contained in the Loan Documents):

1. As of November 1, 2008, the amount payable under the Loan Documents is U.S. \$557,136.23 (the "Unpaid Principal Balance") consisting of the amount(s) loaned to the Borrower by the Lender and any interest capitalized to date.
2. The Maturity Date of the above referenced Note has been amended from June 1, 2036 to June 1, 2046 ("Maturity Date").

3. The Borrower promises to pay the Unpaid Principal Balance, plus interest, to the order of the Lender. Interest will be charged on the Unpaid Principal Balance at yearly rates as specified below:
  - (a) The rate of 5.0000% for the payments due from December 1, 2008 through and including June 1, 2046.
4. The Borrower promises to pay the Unpaid Principal Balance, plus interest, to the order of the Lender. The Borrower promises to make monthly payments of principal and interest as specified below:
  - (a) Monthly payments of **\$2,741.76** for the payments due from **December 1, 2008** through and including **June 1, 2046**. If on the Maturity Date, the Borrower still owes amounts under the Loan Documents as amended by this Agreement, the Borrower will pay such amounts in full on the Maturity Date.

**The Borrower will make such payments at P.O. Box 78420, Phoenix, Arizona 85062-8420, or at such other place as the Lender may require.**

5. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in the Borrower is sold or transferred and the Borrower is not a natural person) without the Lender's prior written consent, the Lender may, at its option, require immediate payment in full of all sums secured by the Loan Documents. If the Lender exercises this option, the Lender shall give the 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 the Borrower must pay all sums secured by the Loan Documents. If the Borrower fails to pay these sums prior to the expiration of this period, the Lender may invoke any remedies permitted by the Loan Documents without further notice or demand on the Borrower.
6. The Borrower also will comply with all other covenants, agreements, and requirements of the Loan Documents, including without limitation, the Borrower's covenants and agreements to make all payments of taxes, insurance premiums, assessments, escrow items, impounds, and all other payments that the Borrower is obligated to make under the Loan Documents; 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 Loan Documents (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 that is affected to, wholly or partially incorporated into, or is part of, the Loan Documents and that contains any such terms and provisions as those referred to in (a) above.

- 7. Nothing in this Agreement shall be understood or construed to be a satisfaction or release in whole or in part of the Loan Documents. Except as otherwise specifically provided in this Agreement, the Loan Documents will remain unchanged, and the Borrower and Lender will be bound by, and comply with, all of the terms and provisions thereof, as amended by this Agreement.

\_\_\_\_\_  
Witness 1 Signature

\_\_\_\_\_

\_\_\_\_\_  
Printed Name of Witness

\_\_\_\_\_  
Witness 2 Signature

\_\_\_\_\_  
Printed Name of Witness

# CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of \_\_\_\_\_

On \_\_\_\_\_ before me, \_\_\_\_\_  
(Here 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 of Notary Public (Notary Seal)

## ADDITIONAL OPTIONAL INFORMATION

### INSTRUCTIONS FOR COMPLETING THIS FORM

*Any acknowledgment completed in California must contain verbiage exactly as appears below in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper natural wording and attach this form if required.*

#### DESCRIPTION OF THE ATTACHED DOCUMENT

\_\_\_\_\_  
(Title or description of attached document)

\_\_\_\_\_  
(Title or description of attached document continued)

Number of Pages \_\_\_\_\_ Document Date \_\_\_\_\_

\_\_\_\_\_  
(Additional information)

#### CAPACITY CLAIMED BY THE SIGNER

- Individual (s)
- Corporate Officer

\_\_\_\_\_  
(Title)

- Partner(s)
- Attorney-in-Fact
- Trustee(s)
- Other \_\_\_\_\_

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/she/they is ~~are~~) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - ◊ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - ◊ Indicate title or type of attached document, number of pages and date.
  - ◊ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CFO, CEO, Secretary)
- Securely attach this document to the signed document

Loan Number [REDACTED]

JP Morgan Chase Bank, N.A.

\_\_\_\_\_  
Witness 1 Signature

\_\_\_\_\_  
[REDACTED]

\_\_\_\_\_  
Printed Name of Witness

\_\_\_\_\_  
Witness 2 Signature

\_\_\_\_\_  
Printed Name of Witness

[REDACTED]

Before me, a Notary Public, in and for said County, personally appeared [REDACTED] to me known and known to the person who, as an Assistant Vice President of JP Morgan Chase Bank, N.A. the corporation which executed the foregoing instrument, signed the same, and acknowledged to me that said person did so sign said instrument in the name and behalf of said corporation as such officer; that the same is that person's free act and deed as such officer, and the free and corporate act and deed of said corporation; that said person was duly authorized thereunto by its Board of Directors.

In Testimony Whereof, I have hereunto subscribed my name, and affixed my official seal, at Columbus, Ohio, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_

## DOCUMENT CORRECTION AGREEMENT ("Agreement")

Loan No. [REDACTED] (the "Loan")

**AGREEMENT TO CORRECT MISSTATED DOCUMENTS AND TO PROVIDE ADDITIONAL DOCUMENTATION OR FEES:** In consideration of Chase Home Finance LLC as Servicing Agent ("Chase") modifying the Loan (the "Modification") as requested by the undersigned ("Borrower"), and regardless of the reason for any loss, misplacement, or inaccuracy in the modification agreement or any other document prepared in connection with the Modification, Borrower agrees as follows: if any document is lost, misplaced, misstated or inaccurately reflects the true and correct terms and conditions of the Modification, upon request of Chase, Borrower will comply with Chase's request to execute, acknowledge, and deliver to Chase any documentation ("Replacement Documents") Chase deems necessary to replace or correct the lost, misplaced, misstated or inaccurate document(s). Borrower agrees to deliver the Replacement Documents within ten (10) days after receipt by Borrower of a written request for such replacement. Borrower also agrees that upon request Borrower will pay to Chase any additional sum ("Fee") previously disclosed to Borrower as a cost or fee associated with the Modification, which, for whatever reason, was not previously collected.

**REQUEST BY CHASE:** Any request under this Agreement made by Chase, (including assignees and persons acting on behalf of Chase), shall be prima facie evidence of the necessity for same. A written statement addressed to Borrower, first class postage prepaid, at the mailing address indicated in Chase's records shall be considered conclusive evidence of receipt by Borrower of the request for Replacement Documents.

**BORROWER LIABILITY:** If Borrower fails or refuses to execute, acknowledge, and deliver the Replacement Documents or Fee to Chase more than (10) days after being requested to do so by Chase, Borrower shall be liable for any and all loss or damage which Chase reasonably sustains thereby, including, but not limited to all reasonable attorneys' fees and costs incurred by Chase. In addition, Chase may elect to declare the Modification null and void in which case the Loan shall be payable at the rate and on the terms as existed prior to the Modification. Any funds received by Chase in conjunction with the Modification shall be retained by Chase and applied to the Loan as determined by Chase in its discretion.

\_\_\_\_\_  
[REDACTED]

Date: \_\_\_\_\_