

First Franklin Loan Services
P.O. Box 1838
Pittsburgh, PA 15230-1838

August 12, 2008

[REDACTED]
Highland CA 92346

RE: Loan Number [REDACTED]
Property Address: [REDACTED]
Highland CA 92346

Dear Loan Customer(s):

Your request for a loan modification has been approved upon completion of the below described conditions. The terms of the modification are as follows:

Interest Rate	5.875%
(3 Year fixed rate / continuing adjustable rate feature)	
Term	322 Months
Maturity Date	July 1, 2035
New Principal Balance	\$369,023.53
New Interest Only Payment Amount	\$1,806.68
New Interest Only / Escrow Amount	\$2,047.04
New Interest Only Payment Effective Date	October 1, 2008

Your total monthly payment, including the escrow deposit, is \$2,047.04. This amount will change if an analysis of your escrow account results in a change to the amount of your escrow.

The establishment of an escrow account for taxes is required on all loan modifications (except if the loan is a second lien). An escrow account is required for the life of the loan. Also an initial payment of \$2,051.00 in certified funds is required with your signed modification agreement. This amount covers:

\$1,281.81 mod contribution, \$324.00 Appraisal/BPO fee,
\$26.00 to Attorney fees/ costs, \$419.19 to late charges,
\$2,051.00 to be sent in.

Attached is your Loan Modification Agreement. Please sign this document, have it notarized and return it to me on or before August 25, 2008 with the initial payment of \$2,051.00, as stated above. Your Agreement will not be considered complete without the return of all items requested.

LM328/RPL

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Please use the enclosed prepaid UPS envelope to return the executed loan modification and other requested documents. Place the envelope in a UPS drop-off box or call UPS at 1-800-PICK-UPS (1-800-742-5877) to schedule a pick up at your home.

Your billing statement may not arrive before your first payment due date. Your new statement cannot be prepared until all requested items have been received. Please forward your payment, when due to my attention until you receive your new statement. Your first modification payment, in the amount of \$2,047.04, is due on October 1, 2008.

As a condition of this modification, a title search of the property must be performed to ensure there are no liens or encumbrances on the title. If any other liens exist, the additional lienholder (s) must subordinate in writing. OBTAINING THE SUBORDINATION AGREEMENT IS YOUR RESPONSIBILITY. Please contact me immediately if you are aware of any additional junior liens on the property. I will furnish you with a copy of the Subordination Agreement form.

Please note that filing bankruptcy will render this Agreement null and void unless you obtain approval from the bankruptcy court.

Normal servicing of your loan will continue, including foreclosure proceedings, if applicable, until the modification is complete. If you decide a modification is not your best option, please let me know.

If you have any questions, I am available to assist you at 800-622-5035, extension 11894, Monday through Friday between 8 am and 5 pm, Eastern Time.

Sincerely,

Erick Pabis
Loss Mitigation

Enclosures

You should consider this letter as coming from a debt collector as we sometimes act as a debt collector. Any information provided by you will be used to collect this debt. However, if you are in bankruptcy or received a bankruptcy discharge for this debt, this letter is not an attempt to collect the debt, but notice of possible enforcement of our lien against the collateral property.

LM018/RPL

ACKNOWLEDGEMENT

The undersigned do hereby acknowledge and accept the terms of the modification outlined in this letter. Please return the signed acknowledgement to:

First Franklin Loan Services
ATTN: Loss Mitigation, 24-120
150 Allegheny Center Mall
Pittsburgh, PA 15212

DATE: _____

BORROWER: _____

DATE: _____

BORROWER: _____

LM018/RPL

Loan No.: [REDACTED]

MODIFICATION AGREEMENT

(3/27 3 year fixed /Continuing Adjustable Rate Feature – Interest Only Note)

THIS MODIFICATION AGREEMENT, is made and entered into on **8/5/2008** by and between [REDACTED] and [REDACTED] (hereinafter "Borrower") and **Deutsche Bank National Trust Company, as Trustee for FFMLT Trust 2005-FF8, Mortgage Pass-Through Certificates, Series [REDACTED]** (hereinafter "Note Holder").

WHEREAS, Note Holder is the holder of a Mortgage, Security Deed or Deed of Trust (hereinafter the "Security Instrument") from the Borrower encumbering property known as [REDACTED], CA, **92346** (the "Property") dated **6/20/2005** and recorded in the office of the Recorder of Deeds of **SAN BERNARDINO County**, securing an obligation evidenced by a Promissory Note and Interest Only Payment Period Note Addendum (the "Promissory Note") executed by Borrower on **6/20/2005** in the original principal amount of **\$339,600.00**; and

WHEREAS, the current balance due and owing on the Promissory Note and Security Instrument is as follows:

Principal:	\$339,600.00
Interest through 8/31/2008:	\$30,705.34
Less Mortgagor Contribution:	(\$1,281.81)
Less Suspense:	(\$0.00)
New Principal Balance:	\$369,023.53

Corporate advances such as prior attorney fees and costs and/or property inspections and late charges in the amount of **\$0.00**, are also due on Promissory Note and Security Instrument. This amount, while not accruing interest, or any additional fees, is still due and owing to the Note Holder and will be added to the payoff figure in the event of a payoff of this loan. At the end of the monthly payments under this Modification Agreement, any additional corporate advances will then be due as a lump-sum payment.

WHEREAS, Borrower and Note Holder desire to modify the repayment terms of said Promissory Note secured by the Security Instrument as set forth herein;

NOW, THEREFORE, in consideration of the agreements set forth herein and other good and valuable consideration, in hand paid, each party to the other, receipt and sufficiency of which is hereby acknowledged, and with each of the parties hereto intending to be legally bound by the terms of this Modification Agreement; the parties hereby agree as follows:

1. Borrower shall pay all accrued interest and any other fees and costs due under the Promissory Note or Security Instrument, as modified by this Modification Agreement.
2. The interest rate on said Promissory Note will remain fixed at **5.875%** for 3 years from the date of this Modification Agreement. After said 3 year fixed-rate period, the Borrower understands that the interest rate will remain adjustable on a periodic basis, pursuant to the same adjustable rate index as set forth in the Promissory Note. All other terms and provisions (if any) of the Promissory Note and Security Instrument providing for, implementing, or relating to, any change or adjustment in the rate of interest payable under the Promissory Note and all terms and provisions of any adjustable rate rider that contains any such terms relating to adjustment of interest rate shall remain the same.
3. Borrower's monthly payment for the 3 year fixed-rate period shall be **\$1,806.68**. Such installments shall be due and payable on the **1st** day of each month, beginning **10/1/2008**. After said 3 year fixed-rate period, interest will be charged on the Unpaid Principal Balance at an annual rate which will adjust, and the Borrower will pay monthly payments of principal and interest in U.S. dollars (which does not include any required escrow amounts), in accordance with the following schedule:

INTEREST RATE:	5.875
INTEREST RATE CHANGE DATE:	9/1/2008
PAYMENT DUE DATE:	10/1/2008
MONTHLY INTEREST PAYMENT:	\$1,806.68

4. Pursuant to the terms of said Promissory Note, the unpaid principal balance of said Promissory Note, plus all accrued and unpaid interest shall be due and payable on **7/1/2035**.

5. Borrower agrees that the establishment and maintenance of an escrow account for the payment of taxes is required for the remaining life of the loan.
6. Borrower and Note Holder hereby agree that all terms and conditions of said Security Instrument and Promissory Note, and other loan documents relative to said loan shall remain in full force and effect except as otherwise specifically modified herein. By executing this Modification Agreement, Borrower hereby ratifies and confirms all terms and conditions of the Promissory Note and Security Instrument not specifically amended herein. If said Promissory Note secured by the Security Instrument was accompanied by a Prepayment Note Addendum, the terms and conditions of that document remain in full force and effect and are not modified in any way as a result of this Modification Agreement.
7. Borrower and Note Holder further agree that this Modification Agreement does not constitute a waiver or notation of the Promissory Note, Security Instrument or their terms and shall not adversely affect the validity or lien priority of the Security Instrument or any other mortgage or other instrument executed and delivered as security for the indebtedness now evidenced by this Modification Agreement, which mortgage liens and/or security interest are hereby agreed to be continued in full force and effect.
8. If your current loan is a **Dividend Access Loan** the execution of the Loan Modification Agreement will **cancel** the dividend feature. This will **eliminate** the payment of all current and future dividend payments to you.

Borrower indicates that he/she wishes to eliminate the Dividend feature on this loan. n/a and n/a

IN WITNESS WHEREOF, the parties hereto have executed this Modification Agreement on the day first above written.

WITNESS:

BORROWER(S):





STATE OF _____)

) ss:

COUNTY OF _____)

On this the _____ day of _____, _____, before me, a Notary Public, personally appeared _____, _____ who executed the foregoing instrument for the purposes therein contained.

IN WITNESS WHEREOF, hereunto set my hand and official seal.

Notary Public
My commission expires:

Lender: Deutsche Bank National Trust Company, as Trustee for FFMLT Trust 2005-FF8, Mortgage Pass-Through Certificates, Series [REDACTED]

Borrower(s): [REDACTED]

Property Address: [REDACTED]
HIGHLAND, CA 92346

Loan Number: [REDACTED]

**ERROR AND OMISSIONS / COMPLIANCE AGREEMENT
LOAN MODIFICATION**

STATE OF _____
COUNTY OF _____

The undersigned borrower(s) for and in consideration of the Loan Modification dated **8/5/2008**, agrees to fully cooperate and adjust for clerical errors made within the Loan Modification paperwork if deemed necessary or desirable in the reasonable discretion of Lender to sell, convey, seek guaranty or market said loan to any entity or investor.

The undersigned borrower(s) do hereby so agree and covenant in order to assure that this loan documentation executed this date will conform and be acceptable in the marketplace in the instance of transfer, sale or conveyance by Lender of its interest in and to said loan documentation.

DATED effective this _____ day of _____, 20____.

[REDACTED] _____ [REDACTED]

Sworn to and subscribed before me this ____ day of _____, 20____.

(Notary Public)
My Commission Expires: _____