

10/23/2008

RANCHO CUCAMONGA, CA 91730

RE: Saxon Mortgage Loan No.

Dear Customer,

We are pleased to inform you that you have been approved for a Loan Modification. Enclosed are two (2) copies of a Loan Modification Agreement ("Modification Agreement") and one (1) copy of both an Errors and Omissions/Compliance Agreement ("Compliance Agreement") and a Notice of No Oral Agreements ("Notice").

Please review the documents to ensure that the terms are consistent with the terms you discussed with your Saxon Mortgage Services, Inc. ("Saxon") associate. We encourage you to consult with a legal professional before signing either Agreement.

- Your approved modified principal amount includes delinquent payments for the months of 09/01/2007 through 12/01/2008
- Your monthly payment of principal and interest stated in the Modification Agreement does not include escrows. Your estimated monthly escrow payment will be \$ 780.92 and your estimated total monthly payment of principal, interest, and escrows will be \$ 3,787.11
- Your new monthly payment amount will be due beginning on the date stated in the Modification Agreement.
- You must send certified funds in the amount \$ 19,000.00 as a deposit ("Deposit"). The Deposit includes the following fees and reflects any funds in suspense or any deposit you may have previously made:

o Payments Posted	\$	0.00
o Interest Due/Uncollected	\$	3,321.51
o Late Charges Due	\$	0.00
o Late Charges Uncollected	\$	653.41
o Escrow Advance	\$	11,716.99
o Expense Advance Paid	\$	200.00
o Expense Advance Unpaid	\$	2,872.34
o Admin Fees	\$	235.75
o Optional Insurance Description	\$	0.00
o Suspense Funds	(\$	0.00)

- You must sign each copy of the Modification Agreement and the Compliance Agreement in the presence of a notary. Please sign your name in ink exactly as it is printed below the signature line. Each acknowledgment must be completed, as necessary, to include the county, state, and date of acknowledgment, as well as the notary's name, title, and commission expiration date. The notary must seal the acknowledgment and sign exactly as the name appears. If witnesses are required, two (2) different individuals must print their names under the witness signature lines and sign exactly as their names appear. **DO NOT COMPLETE THE LENDER/BENEFICIARY ACKNOWLEDGMENT.**
- Return both duplicate originals of the Modification Agreement and the original Compliance Agreement, each fully executed and notarized, to Saxon, together with the fully executed Notice and Deposit, by Federal Express* to the following address using Federal Express No. 075246692:

Loss Mitigation Department
Attn: Bridget Gray
Saxon Mortgage Services, Inc.
4708 Mercantile Drive
Fort Worth, TX 76137

The documents should be returned with sufficient time to arrive at Saxon on or before 12/17/2008, at or before 2:00 p.m. central time. You may fax the documents to Saxon before that time at 682-647-4137; however, Saxon must receive the originals and the Deposit within three (3) business days of the day you fax the documents.

- You should retain copies of the Modification Agreement, Compliance Agreement, and Notice for your records. Upon final execution by Saxon, a duplicate, fully executed original of the Modification Agreement will be sent to you. **IF YOU FAIL TO RETURN THE DOCUMENTS AND DEPOSIT BY THE TIMES INDICATED, SAXON WILL ASSUME YOU ARE NO LONGER INTERESTED IN A MODIFICATION AND WILL CONSIDER THE MODIFICATION AGREEMENT TO BE VOID AND OF NO FURTHER EFFECT. AT THAT TIME, WE WILL CLOSE OUR FILE.**

IT IS IMPORTANT THAT YOU RETURN THE DOCUMENTS AND DEPOSIT AS REQUIRED. If you have any questions regarding your modification or the Agreements, please call us at 888-325-3502.

Sincerely,

Ashlee Hays
 Loss Mitigation Analyst

* Note: Many Federal Express shipping locations have a notary on site for your added convenience.

Recording Requested By:
Saxon Mortgage Services Inc.

Return To:
Saxon Mortgage Services Inc.
4708 Mercantile Drive
Fort Worth, TX 76137

LOAN MODIFICATION AGREEMENT
(Providing for Extended Initial Interest Rate Period Before Adjustable Interest Rate Period Begins
and a Stated Balloon Amount Feature)

MERS Phone: 1-888-679-6377

Loan Number: [REDACTED]

MIN

This Loan Modification Agreement ("Agreement"), made this
between

23rd day of

October, 2008

("Borrower") and

Deutsche Bank Trust Company Americas formerly known as Banker's Trust Company, as Trustee and Custodian for NATIXIS
2007-HE2 by: Saxon Mortgage Services, Inc. f/k/a Meritech Mortgage Services, Inc. as its attorney-in-fact

("Lender"), and Mortgage Electronic Registration Systems, Inc., (Mortgagee), amends and supplements (1) the Mortgage,
Deed of Trust, or Security Deed (the "Security Instrument"), dated October 23, 2006 and granted or
assigned to Mortgage Electronic Registration Systems, Inc. as mortgagee of record (solely as nominee for Lender and Lender's
successors and assigns), P.O. Box 2026, Flint, Michigan 48501-2026 and recorded in the

COUNTY

Records of

[Name of Records]

SAN BERNARDINO COUNTY

[County and State, or other Jurisdiction]

SAXON MORTGAGE SERVICES INC. MODIFIED

LOAN MODIFICATION AGREEMENT WITH MERS - Single-Family - Fannie Mae Uniform
Instrument Form 3181 5/05 - Providing For Extended Initial Interest Rate Period
Before Adjustable Interest Rate Period Begins At The First Interest Change Date
and a Stated Balloon Amount Feature; & Amended for California to include Notary
Acknowledgments and/or other recording information from California

Initial: _____

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and (2) the adjustable rate note (the "Note"), bearing the same date as, and secured by, the Security Instrument, which covers the real and personal property described in the Security Instrument and defined therein as the "Property," located at

[REDACTED]
RANCHO CUCAMONGA, CA 91730

[Property Address]

the real property described being set forth as follows:

LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF, AS EXHIBIT 'A'

THE NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN THE INTEREST RATE AND THE MONTHLY PAYMENT. THE NOTE LIMITS THE AMOUNT THE BORROWER'S INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM RATE THE BORROWER MUST PAY.

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

THIS LOAN IS PAYABLE IN FULL AT MATURITY. YOU MUST REPAY THE ENTIRE PRINCIPAL BALANCE OF THE LOAN AND UNPAID INTEREST THEN DUE. THE LENDER IS UNDER NO OBLIGATION TO REFINANCE THE LOAN AT THAT TIME. YOU WILL, THEREFORE, BE REQUIRED TO MAKE PAYMENT OUT OF OTHER ASSETS THAT YOU MAY OWN, OR YOU WILL HAVE TO FIND A LENDER, WHICH MAY BE THE LENDER YOU HAVE THIS LOAN WITH, WILLING TO LEND YOU THE MONEY. IF YOU REFINANCE THIS LOAN AT MATURITY, YOU MAY HAVE TO PAY SOME OR ALL OF THE CLOSING COSTS NORMALLY ASSOCIATED WITH A NEW LOAN EVEN IF YOU OBTAIN REFINANCING FROM THE SAME LENDER.

1. As of October 23, 2008, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. \$ 479,020.72, consisting of the unpaid amount(s) loaned to Borrower by Lender plus any interest and other amounts capitalized.

The Unpaid Principal Balance does not include the following amount which is also payable under the Note and Security Instrument, \$ 54,657.50 (the "Stated Balloon Amount"), because this is the amount that Borrower owes to Lender in arrears. Lender hereby agrees to waive charging further interest on the Stated Balloon Amount to Borrower in exchange for Borrower's promise to pay the Stated Balloon Amount to Lender on November 1, 2036 (the "Maturity Date") in this Agreement.

2. Borrower promises to pay the Unpaid Principal Balance, plus interest, to the order of Lender. Interest will be charged on the Unpaid Principal Balance at the yearly rate of 7.000 % until 12/01/2013 (the "first interest Change Date").

Borrower promises to make monthly payments of principal and interest of U.S. \$ 3,006.19, beginning on the 1st day of January, 2009

On the first interest Change Date, the interest rate Borrower will pay may change in accordance with the terms of the Note.

After the first interest Change Date, the amount of Borrower's monthly payments may change in accordance with the terms of the Note.

Borrower will continue to make monthly payments on the same day of each succeeding month until principal and interest are paid in full, except that, if not sooner paid, the final payment of principal and interest shall be due and payable on the 1st day of November, 2036, which is the present or extended Maturity Date.

SAXON MORTGAGE SERVICES INC. MODIFIED
LOAN MODIFICATION AGREEMENT WITH MERS - Single-Family -- Fannie Mae Uniform
Instrument Form 3161 6/06 - Providing For Extended Initial Interest Rate Period
Before Adjustable Interest Rate Period Begins At The First Interest Change Date
and a Stated Balloon Amount Feature; & Amended for California to include Notary
Acknowledgments and/or other recording information from California

Initials:
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Borrower also promises to pay the Stated Balloon Amount, without interest, to the order of Lender, if not sooner, on the Maturity Date.

At least 90 days but not more than 120 days before the Maturity Date, Lender must send me a notice which indicates the Maturity Date and the amount of the final payment which is due on that date ("Stated Balloon Amount Payment") assuming all scheduled payments due between the date of the notice and the Maturity Date are paid and received on time.

3. If on the Maturity Date, Borrower still owes amounts under the Note and the Security Instrument, as amended by this Agreement, Borrower will pay these amounts in full on the Maturity Date.
4. Borrower understands and agrees that
 - (a) All the rights and remedies, stipulations, and conditions contained in the Security Instrument relating to default in the making of payments under the Security Instrument shall also apply to default in the making of the modified payments hereunder.
 - (b) All covenants, agreements, stipulations, and conditions in the Note and Security Instrument shall be and remain in full force and effect, except as herein modified, and none of the Borrower's obligations or liabilities under the Note and Security Instrument shall be diminished or released by any provisions hereof, nor shall this Agreement in any way impair, diminish, or affect any of Lender's rights under or remedies on the Note and Security Instrument, whether such rights or remedies arise thereunder or by operation of law. Also, all rights of recourse to which Lender is presently entitled against any property or any other persons in any way obligated for, or liable on, the Note and Security Instrument are expressly reserved by Lender.
 - (c) Borrower has no right of set-off or counterclaim, or any defense to the obligations of the Note or Security Instrument.
 - (d) Nothing in this Agreement shall be understood or construed to be a satisfaction or release in whole or in part of the Note and Security Instrument.
 - (e) All costs and expenses incurred by Lender in connection with this Agreement, including recording fees, title examination, and attorney's fees, shall be paid by the Borrower and shall be secured by the Security Instrument, unless stipulated otherwise by Lender.
 - (f) Borrower agrees 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 Lender, shall bind and inure to the heirs, executors, administrators, and assigns of the Borrower.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.
SIGNATURE PAGES FOLLOW.

(Seal)

-Borrower

(Seal)

-Borrower

(Seal)

-Borrower

(Seal)

-Borrower

(Seal)

-Borrower

(Seal)

-Borrower

(Seal)

-Borrower

(Seal)

-Borrower

BORROWER ACKNOWLEDGMENT

State of California

County of **SAN BERNARDINO**

On _____ before me, _____, 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.

(Seal)

Notary Public

SAXON MORTGAGE SERVICES INC. MODIFIED

LOAN MODIFICATION AGREEMENT WITH MERS - Single-Family - Fannie Mae Uniform Instrument Form 3161 6/06 - Providing For Extended Initial Interest Rate Period Before Adjustable Interest Rate Period Begins At The First Interest Change Date and a Stated Balloon Amount Feature; & Amended for California to Include Notary Acknowledgments and/or other recording information from California

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