



Ocwen Loan Servicing, LLC  
P.O. Box 24737  
West Palm Beach, Florida 33416-4737  
(Do not send correspondence or payments to the above address.)

WWW.OCWEN.COM

3/4/2011

Wayne Montefour Jr  
1436 West Pelican Court  
Chandler, AZ 85248

Loan Number: 40407470  
Property Address: 1436 West Pelican Court Chandler, AZ 85248

**PROPOSED MODIFICATION AGREEMENT**

Dear Borrower(s):

Enclosed please find a proposed modification agreement (the "Agreement") on your loan referenced above for your review and consideration.

In order to accept this modification on your loan, you must complete ALL of the following steps **on or before 3/23/2011**, ("Due Date"):

1. **SIGN** the bottom of the Agreement on the line(s) for the Borrower(s);
2. **FAX** the fully executed Agreement to: Attention: Home Retention Department  
(407) 737-5693
3. **PAY** the full down payment in the amount of: \$1,630.87  
[See Payment Instructions Attached]
4. **NEW MONTHLY PAYMENT:** \$1,408.22  
\$222.65  
\$1,630.87 (which may or may not include escrow) starting on 5/1/2011.
5. **SEND** proof of insurance coverage\* Attention: Escrow Department  
(Send proof of insurance ONLY to Escrow Dept. DO NOT include the Agreement.) Fax: (888)-882-1816  
E-mail: updateinsuranceinfo@ocwen.com

\* Proof of insurance and the Agreement must be sent separately to the correct departments using the fax numbers provided above. Failure to send proof of insurance coverage before the Due Date will constitute acceptance of a force placed policy and agreement to pay the costs of such force placed policy, so long as all other items are complete.

Time is of the essence on this offer. If ALL of the items above are not completed by the Due Date, the Agreement shall have no force or effect and any down payment received will be returned to you. Please be advised that Ocwen Loan Servicing, LLC will not delay, postpone or otherwise stop any collection efforts until ALL of the steps above have been completed.

If you have any questions or require additional information, please contact the Home Retention Department directly at (877) 596-8580.

Sincerely,

Ocwen Loan Servicing, LLC

40407470



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**PAYMENT REMITTANCE INFORMATION**

1. Make checks payable to Ocwen Loan Servicing, LLC.
2. Always include your loan number with your payment.
3. The down payment must be in the form of certified funds.

**OVERNIGHT DELIVERY**  
**(Money Order & Certified Checks Only)**

Ocwen Loan Servicing, LLC  
ATTN: Cashiering Department  
1661 Worthington Road, Suite 100  
West Palm Beach, Florida 33409

**MONEY GRAM**

**RECEIVER CODE:** 2355  
**PAYABLE TO:** OCWEN LOAN SERVICING, LLC  
**CITY:** ORLANDO  
**STATE:** FLORIDA  
**REFERENCE:** LOAN NUMBER 40407470  
**AGENT LOCATER:** (800) 926-9400

**B BANK:** JPMorgan Chase Bank, NA

**ABA:** 021000021

**ACCOUNT NAME:** Ocwen Loan Servicing, LLC

**ACCOUNT NUMBER:** 826078875

**REFERENCE:** Loan Number, Property Address,  
and Borrower Name

**Email:** Transferfunds@ocwen.com with the details  
of the wire.

**BY WUQC**

**Code City:** Ocwen  
**State:** FL  
**Reference:** Loan # 40407470  
**Attn:** Home Retention Department

**LOAN MODIFICATION AGREEMENT**

Ocwen Loan Servicing, LLC (“Ocwen”) is offering you this Loan Modification Agreement (“Agreement”), dated 3/4/2011, which modifies the terms of your home loan obligations as described in detail below:

- A. the Mortgage, Deed of Trust, or Security Deed (the “Mortgage”), dated and recorded in the public records of Maricopa County, and
- B. the Note, of the same date and secured by the Mortgage, which covers the real and personal property described in the Mortgage and defined therein as the “Property”, located at 1436 West Pelican Court Chandler, AZ 85248.

Pursuant to our mutual agreement to modify your Note and Mortgage and in consideration of the promises, conditions, and terms set forth below, the parties agree as follows:

1. In order for the terms of this modification to become effective, you promise to make an initial down payment (“Down Payment”) of \$1,630.87 on or before 3/23/2011 and two (2) equal monthly payments of principal and interest in the amount of \$1,408.22 to Ocwen (“Trial Period”) beginning on 5/1/2011, and thereafter due on same day of each succeeding month.
2. You agree that, at the end of the Trial Period, the new principal balance due under your modified Note and the Mortgage will be \$271,308.46. Upon modification, your Note will become contractually current; however, fees and charges that were not included in this principal balance will be your responsibility.
3. Any payments due for taxes or insurance will be your responsibility in addition to the payments of principal and interest required under the terms of this modification. If this loan is currently escrowed, Ocwen will continue to collect the required escrow amounts with your monthly principal and interest payment.
4. If you successfully complete the Trial Period, your loan will automatically be modified pursuant to the terms of this Agreement (the “Modification”). However, if you fail to send any full payment on or before the respective due date during the Trial Period, the Trial Period will immediately terminate and the Modification offer will be null and void. Acceptance and application of late payments during the Trial Period does not waive Ocwen’s right to terminate the

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Trial Period, nullify the Modification, or resume foreclosure or other activities related to the delinquency of the loan under its original terms.

5. After the Trial Period expiration, you promise to make payments of principal and interest on the same day of each succeeding month until all amounts owed under the Note and Modification are paid in full.
6. Upon Modification, the new amount payable under your Note and the Mortgage will be increased to the total amount of debt owed on your loan.
7. Upon Modification, the annual rate of interest charged on the unpaid principal balance of your loan will be converted to a fixed rate of 3.95000%. This rate will remain in effect until the maturity date of your loan.
8. If you sell your property, refinance, or otherwise payoff your loan during the 12 months following the date of Modification, the Modification will be voidable at the sole option of Ocwen and all amounts owed under the obligations existing prior to the Modification will be due and owing.
9. You will comply with all other covenants, agreements, and requirements of your Mortgage, including without limitation, the covenants and agreements to make all payments of taxes, insurance premiums, assessments, escrow items, impounds, and all other payments that you are obligated to make under the Mortgage, except as otherwise provided herein.
10. You understand and agree that:
  - (a) All the rights and remedies, stipulations, and conditions contained in your Mortgage relating to default in the making of payments under the Mortgage will also apply to default in the making of the modified payments hereunder.
  - (b) All covenants, agreements, stipulations, and conditions in your Note and Mortgage will remain in full force and effect, except as herein modified, and none of the your obligations or liabilities under your Note and Mortgage will be diminished or released by any provisions hereof, nor will this Agreement in any way impair, diminish, or affect any of Ocwen's rights under or remedies on your Note and Mortgage, whether such rights or remedies arise there under or by operation of law. Also, all rights of recourse to which Ocwen is presently entitled against any property or any other persons in any way obligated for, or liable on, your Note and Mortgage are expressly reserved by Ocwen.
  - (c) Any expenses incurred in connection with the servicing of your loan, but not yet charged to your account as of the date of this Agreement, may be charged to your account after the date of this Agreement.
  - (d) You have no right of set-off or counterclaim, or any defense to the obligations of your Note or Mortgage.
  - (e) Nothing in this Agreement will be understood or construed to be a satisfaction or release in whole or in part of your Note and Mortgage.
  - (f) In the event that a foreclosure is pending, the foreclosure action will not be dismissed. However, Ocwen will take reasonable action to place it on hold pending your completion of the Trial Period.
  - (g) During the Trial period, your loan will continue to be delinquent. As a result, late fees may be charged and credit reporting will continue pursuant to the original terms of your Note.
  - (h) You agree 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 Ocwen, will bind and inure to your heirs, executors, administrators, and assigns.
  - (i) You understand that this agreement is legally binding and that it affects your rights. You confirm that you have had the opportunity to obtain, independent legal counsel concerning this Agreement and are signing this Agreement voluntarily and with full understanding of its contents and meaning.

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Ocwen Loan Servicing, LLC

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Wayne Montefour Jr

By: \_\_\_\_\_

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