



Please return all correspondence to:

Fax: [REDACTED]

Mailing Address: Select Portfolio Servicing  
P.O. Box 65250  
Salt Lake City, Utah 84165

Physical Address: Select Portfolio Servicing  
3815 S. West Temple  
Salt Lake City, UT 84115

New

**Trial/Permanent Modification Agreement**

This Trial/Permanent Modification Agreement (the "Agreement") dated March 2, 2009 between [REDACTED] (the "Borrower"), whose mailing address is [REDACTED] and Select Portfolio Servicing, Inc., a Utah corporation, authorized agent of note owner (the "Servicer"), whose notification address is PO Box 65250, Salt lake City, Utah 84165-0250.

Recitals

WHEREAS Borrower signed a Note secured by a Mortgage on his principal residence on September 5, 2006. Borrower has been unable to make monthly payments at the amount stated in the Note and has agreed with Servicer to make monthly payments at the new amount set forth below.

Now THEREFORE, in consideration of the Recitals, which are incorporated by reference, and the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties, intending to be legally bound, agree as follows:

Agreement

**Section 1: Agreement to Suspend Legal Action (Forebear) during Trial Period.** Servicer agrees to forbear from restarting or if not started, commencing a Foreclosure Proceeding, as long as Borrower makes the payments set forth in this Section 1. If Borrower makes all monthly payments as agreed and continues to maintain any existing escrow account, Servicer shall, after receipt of the third consecutive payment, modify the Note as follows:

- (i) The amount of the monthly principal and interest payment due under the Note will change from **\$7,319.43 to \$2,880.77 effective March 2, 2009.**
- (ii) The interest rate shall change from **9.150% to 5.750%, effective March 2, 2009.**
- (iii) The maturity date will be extended to **October 1, 2036.**

Servicer will send confirmation of changes listed above and any change to the unpaid loan amount (the "Confirmation Letter"), upon receipt of Borrower's third payment. Borrower acknowledges that if he fails to make payments as agreed, Servicer may exercise all rights and remedies allowed under the Note and Mortgage including without limitation, Foreclosure Proceedings.

**Section 2: New Loan Amount.** The Borrower and the Lender agree that effective **May 31, 2009**, the total amount owing under the Note ("Total Loan Amount") will be adjusted to **\$531,250.00**. This Total Loan Amount will become the new Unpaid Principal Balance. The Total Loan Amount may include unpaid interest advances, servicing advances and fees.

**Section 3. Taxes and Insurance.** If Borrower does not have an existing escrow account, Borrower acknowledges that he remains responsible to pay taxes and insurance. If these amounts are not paid, Lender may, but is not obligated to, advance sums necessary to pay these delinquent taxes or to purchase lender placed insurance. Interest will accrue on the amounts of these advances at the Note rate.

Esta carta contiene información importante concierne a sus derechos. Por favor, hágala traducir. Nuestros representantes bilingües están a su disposición para contestar cualquier pregunta llamando al teléfono 1-800-831-0118 y marque la opción 2.

This communication from a debt collector is an attempt to collect a debt and any information obtained will be used for that purpose.

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