

Aurora

Old Payment: \$3,641.47

Old Rate: 5.875

Months Behind: 5

New Payment: \$1,931.00

New Rate 3% for 5 years.

Estimated Month Savings: \$1,710.47

Estimated Yearly Savings including back payments: \$38,732.99

May. 7. 2009 4:30PM

No. 7266 P. 2

AURORA LOAN SERVICES

2617 COLLEGE PARK • P.O. BOX 1706 • SCOTTISBLUFF, NE 69363-1706
PHONE: 800-550-0508 • FAX: 303-728-7648

MONEY

AGREEMENT

NOW, THEREFORE, in consideration of the above Recitals and the promises and mutual covenants herein contained, the parties hereto agree as follows:

1. Term. Unless Lender otherwise agrees in writing, the term of this Agreement shall be deemed to expire on the date the last payment is due from the Borrower(s) under paragraph 3 below.

2. Borrower(s) Admissions. Borrower(s) admit the Arrearage and represent that there are no defenses, offsets or counter-claims of any nature whatsoever to such amounts owing.

3. Borrower(s) Payment of Arrears. Borrower(s) shall repay the arrearage as follows:

a. By executing and returning this Agreement along with the initial installment by the due date and by paying to the Lender monthly plan payments as set forth below. Plan payments are to be paid on or before the installment due date.

PLAN	DATE	AMT	PLAN	DATE	AMT
01	04/14/09	4,783.21 <i>paid</i>	02	05/20/09	4,192.93
03	06/20/09	4,192.93	04	07/20/09	4,192.93
05	08/20/09	4,192.93	06	09/20/09	4,192.93
07	10/20/09	4,192.93	08	11/20/09	4,192.98

b. Subject to paragraph 12, upon complying with all of the terms of this Agreement, Borrower(s)' Arrearage will be brought current. Borrower(s) will thereafter receive a monthly billing statement reflecting the current status of the loan and Borrower(s)' regular monthly payment amount. Borrower(s) agree to then resume making the regular monthly payments required under the Note.

4. Default. If Borrower(s) fail to make any of the payments specified in paragraph 3 above on the due dates and in the amount stated, or otherwise fail to comply with each and all of the terms and conditions herein, Lender, at its sole option, may terminate this Agreement without further notice to Borrower(s) and, except as otherwise provided herein, this Agreement shall be of no further force and effect. In such case, all amounts that are owing under the Note and Security Instrument and this Agreement shall become immediately due and payable.

Loan No. [REDACTED]
Page 2 of 5

Full Mod.
[REDACTED]

*Phone # 304-4147
930-4147*

Phone #

April 16

*5 payments -
late - 728.*



AURORA LOAN SERVICES

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PHONE: 800-550-0508 • FAX: 303-728-7648

Fax [REDACTED]
Pages: 18
Date: 5/6/09

REPAYMENT AGREEMENT

RE: Loan NO. [REDACTED]

This Agreement made April 14, 2009 by and between AURORA LOAN SERVICES ("Lender") and [REDACTED] (Borrower).

RECITALS

WHEREAS, Lender is the holder and/or servicer of a certain note made by Borrower(s) on July 01, 2005 in the original principal amount of \$ 435,000 secured by a Security Instrument of even date therewith on the property located at 1268 Summer Blossom, San Jose CA 95122.

WHEREAS, Borrower(s) are in default in the payment of monthly installments of principal, interest, escrow and other payments due under the Note and Security Instrument, and have incurred additional expenses due under said Note and Security Instrument, for a total sum of arrears now due of \$ 8,643.48, consisting of the amounts set forth below:

- | | | |
|---|--------------|----------------------|
| 1. Unpaid monthly payment(s) from 02-01-09 through 04-14-09 | \$ 10,924.41 | <i>Feb, Mar, Apr</i> |
| 2. Accrued Late Charges | \$ 182.07 | |
| 3. NSF Charges | \$ 25.00 | |
| 4. Corporate Advances/Other Fees* | \$ 12.00 | |
| 5. Credit (suspense balance/partial payment) | \$ 2,500.00 | |
| Total Amount Due (the "Arrearage"): | \$ 8,643.48 | |

*minus amt → 4,787.98 - pmt paid
owe balance of 3,855.50*

* Corporate Advances include but are not limited to property inspection fees, property preservation fees, legal fees, appraisal fees, BPO fees, title report fees, recording fees, and subordination fees. Other fees may include short payment advances and speed ACH fees.

WHEREAS, as a result of Borrower(s)' default, Lender has the right to require Borrower(s) to make immediate payment in full of all monies remaining unpaid under the Note and Security Instrument.

WHEREAS, Borrower(s) have requested and Lender has agreed to allow Borrower(s) to repay the Arrearage pursuant to a repayment plan on the terms set forth herein.

