

Mortgage Reduced from \$3854 to \$1541



November 17, 2009

[Redacted]
 [Redacted] c Lea
 Highland, CA 92346-6371



Your Customer Number [Redacted] XXXXX349
 Your Loan Number is [Redacted] 3841

Dear D: [Redacted]

We understand that your mortgage needs have changed. Don't worry, we have a solution. Simply follow these steps and we'll take care of the rest:

1. Review your Loan Modification details below
2. Accept your offer no later than 11/30/2009.
3. Sign and mail your Note Modification Agreement to us no later than 01/15/2010.

Your Loan Modification details:

	Current Details	New Details
Monthly Payment Amount	\$3,854.17	\$1,541.67
Rate	6.250%	2.500%
Next Interest Rate Change	11/01/2014	11/01/2010
Loan Type	7/1 ARM	7/1 ARM
Payment Type	Interest Only	Interest Only
Remaining Amortization Term		
Effective Date	10/22/2007	1/01/2009
Maturity Date	11/01/2037	1/01/2037
Index	LIBOR	LIBOR
Margin	1.500	2.500
Max Rate Adjustment	2.000% Annually/ 6.000% Life	2.000% Annually/ 6.000% Life
Lifetime Max Rate	12.250%	12.250%

Send the signed Agreement to ING DIRECT, Attention: Home Retention, 30 7TH Ave South, St. Cloud, MN 56301 before 01/15/2010. You'll also want to keep a copy of the Agreement for your files. Any alterations made to the Note Modification Agreement will automatically nullify and void the offer.

We will begin processing your Note Modification as soon as we receive your offer acceptance. If you have any questions, give us a call at 1-888-464-6118 from 9 AM to 11 PM ET, Monday through Friday.

ING DIRECT Home Retention



ING DIRECT, 30 7th Ave South, St. Cloud, MN 56301



Note Modification Agreement
(This is a legal document that changes the terms of your loan)

Your Customer Number is XXXXXXXX349
Your Loan Number is 0028 [REDACTED]

This Note Modification Agreement (this "Agreement") is incorporated into, amends and supplements the terms and conditions of the loan evidenced by a promissory note dated 10/22/2007 (together with any modifications prior to this Agreement, the "Note") made by [REDACTED] (individually and collectively referred to as "Borrower," "I," "me" or "my") for the property located at [REDACTED], Highland, CA 92346, and payable to the order of ING Bank, fsb, 30 7TH Ave South, St. Cloud, MN 56301 ("ING DIRECT," "you" or "your"). The Note is secured by a duly recorded mortgage or deed of trust dated 10/22/2007.

For value received, each Borrower and ING DIRECT agrees that the Note shall be modified in the following manner, subject to the conditions described below:

1. The Note interest rate will change to 2.500% effective 11/01/2009 ("Effective Date") through my next interest rate change date of 11/01/2010 ("Rate Reduction Period"). The new monthly payment amount during the Rate Reduction Period is based on the loan balance of \$740,000.00 and new Note rate for my loan as of 11/16/2009. The new monthly payment amount of \$1,541.67 will begin with the payment due on 12/01/2009. If I have elected to use automatic payments, you will continue to process my payments as scheduled.
2. On 11/01/2010, the Note interest rate will change to the rate that would be in effect on that date under the terms of the Note prior to this Agreement and my monthly payment will change based on the remaining loan balance and Note interest rate. Additionally, my Note interest rate and monthly payment amount will change as provided in the Note as modified by Section 4 below. The new monthly payment at the end of the Rate Reduction Period may be greater than my monthly payment during the Rate Reduction Period.
3. The maturity date will remain the same: 11/01/2037. **ANY PAST DUE PAYMENTS WILL BE DUE IN FULL ON THE MATURITY DATE.**
4. The following changes will also take place on the Effective Date:
 - After the Rate Reduction Period, the interest rate will change on the dates specified in the terms of the Note (each date is called a "Change Date").
 - The new interest rate on a Change Date will be based on an "Index". The Index you use for future rate adjustments will be the One Year London Interbank Offered Rate ("LIBOR") as published in *The Wall Street Journal*. The "Current Index" means the most recent Index available 45 days before each Change Date.
 - The Margin that you add to the value of the Current Index to determine the interest rate for the loan on a Change Date will be 2.50% (which may be different than the original margin in the Note).
 - The Rate Caps for future interest rate adjustments (either up or down) will be 2.00% for the initial adjustment and 2.00% for each subsequent adjustment. The lifetime cap (maximum interest rate) for my loan will remain the same at 12.250%.
5. This Agreement will bring my loan current. However, if you discover that I provided false information in connection with this Note modification or if I make any payment more than 30 days after its due date at any time during the next 6 months, the terms set forth in this Agreement will become null and void and the terms of the Note will be converted back to the terms of the Note prior to this Agreement.

To become effective, the terms of this Agreement must be accepted no later than 11/30/2009. Additionally, this Agreement must be properly signed by each Borrower and received by ING Bank, fsb at 30 7TH Ave South, St. Cloud, MN 56301, no later than 01/15/2010.