

MARCH 2, 2011

Re: LOAN NUMBER
Property Address

Dear Customer:

Enclosed is a proposed agreement to modify your loan. This Modification Agreement will not be binding or effective until both you and PHH Mortgage Services have signed it. Please complete the following steps to sign and return your loan modification no later than **03/17/2011**.

****Steps to complete the modification process****

1. All borrowers must sign in BLACK ink only the two (2) original copies of the enclosed documents. All signatures must be completed in the presence of a Notary Public and witness. The duplicate copy is for your records. The two (2) original copies must be returned to the address listed below.
2. The contribution amount of \$ **2,059.40** MUST be in the form of CERTIFIED FUNDS. Mailing non-certified funds may result in the cancellation and rejection of the loan modification proposal.
3. Return the documents and contribution to the following address:

Mortgage Service Center
300 Prince George's Blvd Suite 101
Upper Marlboro, MD 20774

Please allow 30 to 45 days for the Loan Modification process to be completed. You will receive a new coupon book after the Loan Modification is processed.

NOTE: If applicable, your total mortgage payment may change due to changes in your escrow account.

Upon the Modification Agreement becoming binding and effective, the mortgage will be modified to reflect the following terms:

****LOAN MODIFICATION****

Unpaid Principal Balance	\$	1,000,955.35
Modification Note Rate		2.000%
Date Note Rate is Effective		04/01/2011
First Modification Payment Due		05/01/2011

The Modified payment breakdown:

Principal & Interest	\$	4,264.55
Escrow	\$	701.10
New Monthly Payment	\$	4,965.65

The following is a breakdown of the Loan Modification.

****MODIFICATION TRANSACTION COSTS DUE****

Processing Fee	\$	700.00
Recording Fee	\$	75.00
Escrow Advance and/or Setup	\$	15,550.47
Late Charges, NSF and/or Other Fees	\$	1,284.40
Attorney Fees/costs, if applicable	\$	2,577.60
Recoverable Advances, if applicable	\$	300.00
Accrued Interest, if applicable	\$	65,527.28
First Modified payment, if applicable	\$	4,965.65
Misc	\$	
Total contribution amount	\$	2,059.40

The total amount added to your loan is \$ **83,955.35**

In the event that the modification transaction costs above are less than indicated, any additional amount paid will be applied to reduce the unpaid principal balance of your loan.

We look forward to receiving all of the required documents and funds prior to the deadline noted above. Thank you for your cooperation.

If you have any questions, regarding the Loan Modification documents or the process in general, please call 1-800-750-2518.

Sincerely,

Mortgage Services

CoreLogic Document Services

CoreLogic, Inc.

CLDS# PHH.COVER-2 Rev. 10-20-10

INSTRUCTIONS TO NOTARY

Thank you for your assistance in making sure these documents are executed properly. Please carefully review the following instructions to ensure that all documents meet the State/County recordation requirements. Thank you for your cooperation.

GENERAL INSTRUCTIONS:

Checklist for Important Points (please complete prior to signing and notarizing any documents):

- Verify photo identification of all parties signing documents.
- Fill in the county on the acknowledgment (it is acceptable to cross out and change the county if you are located in a different county.)
- Ensure your acknowledgment date is the same as the date you witness the signatures on the Loan Modification Agreement.

In Addition to following the state's requirements for notary seals, please be advised:

- The stamp **cannot** cover any of the words printed on the page, including the acknowledgment.
- The stamp **cannot** bleed through the document.
- Your signature, stamp, printed name, and county information must be complete and in the appropriate spaces (all information must be legible.)

DOCUMENT THAT ARE REQUIRED TO BE NOTARIZED

- Loan Modification Agreement

SPECIAL INSTRUCTIONS FOR CERTAIN STATES:

CONNECTICUT / GEORGIA / SOUTH CAROLINA / LOUISIANA

- Two witnesses (persons NOT listed on the Loan Modification Agreement) are required to sign in the witness section. Witnesses are required to print their name under their signature.

We appreciate your assistance and cooperation. Please provide your contact information below.

Notary Name: _____

Notary Phone: _____

Notary E-mail: _____

Customers: Please return this form with your closing package.

Important Instructions:

****If you do not comply with all of the below requirements, your modification may be VOIDED****

1. Borrower Instructions:

- a. Signatures should be in **BLACK INK** only.
- b. Borrower and Co-Borrower must sign all enclosed forms in front of a Notary Public:
 - i. Loan Modification Agreement
 - ii. Errors and Omissions Agreement
- c. Witness (es) must sign the Loan Modification Agreement as applicable.
 - i. The witnesses must PRINT his/her name under his/her signature
 - ii. The witnesses cannot be related to the borrower and/or co-borrower.
- d. **All signatures must be notarized.**

2. Notary Instructions:

- a. Notary signatures should be in **BLACK INK** only.
- b. The Borrower, Co-Borrower and Witness signatures must be complete prior to notary signatures.
- c. Complete and execute the Individual Acknowledgments.
- d. Complete and execute CA, NY and NJ Acknowledgments (if applicable).
- e. Notary's Stamp and Seal must be legible and must appear to the right of the notary signature located in the Individual Acknowledgement.
- f. 2 Original Agreements must be signed and notarized by all parties.

3. Payment Instructions:

- a. **For the first payment due under the new modified terms** refer to the pages titled
 - i. 'MODIFICATION AGREEMENT PAYMENT OPTIONS'
 - ii. 'Direct Debit Authorization Form'
 - iii. 'Temporary Modification Payment Coupon'
- b. **For Contributions or Final Trial Payments due** the funds **must be** a certified check (i.e. cashier check, money order, Western Union) with the loan number noted.

4. Document Return Instructions:

- a. Two Original signed and notarized Loan Modification Agreements, Affidavits and Acknowledgements.
- b. Two Original signed Errors and Omissions Agreements.
- c. Certified Contribution/Trial Payment with Loan Number noted.

Mortgage Services
300 Prince George's Blvd
Suite 101
Upper Marlboro, MD 20774

****If you do not comply with all of the above requirements, your modification may be VOIDED****

Modification Agreement Payment Options First Modification Payment Coupon

Below are temporary payment coupons for your modified payment amount. Please be aware of the modification payment due date reflected on the enclosed modification agreement and on the payment coupons below. If you do not make this payment timely and you have not returned a signed modification, we will not be able to approve your modification.

Please be aware that during the first 45 days of receiving your fully executed modification agreement, we will be adjusting our system to display the modified terms accordingly. Once this is completed, we will send you coupons/statements that reflect terms under the modification agreement and a notification letter defining any advance balances required to bring your loan due for **05/01/2011**

Please note that if you would prefer us to electronically draft these payments to avoid late charges, we offer several options listed below. If you were using any of these services before your modification, you may need to take steps to reactivate as indicated below:

ACH and Flex Pay Customers: *A re-activation form is included in this package and will need to be returned so that these services can begin again with your permanent modification. Please continue to send your modified payments with the attached coupons until you receive a confirmation letter that your ACH has been successfully activated.*

Paperless Customers: If you currently receive paperless statements through the Web site, please be aware that once all system changes are made, you will be re-activated on paperless payment statements.

SpeedPay: Once all system changes are made, you will also be able to use SpeedPay through the web or phone.

Personal e-Billing Services: If you use third-party billing services (such as your bank's billing service or Checkfree) to pay your mortgage, please be certain to contact them to update the payment to its new modified amount.

Temporary Modification Payment Coupon

Enclosed is my modified payment amount due on **05/01/2011**.

Payment amount required: \$ **4,965.65**.

Loan numb

Please make your check payable to the *Mortgage Service Center* and include your loan number on your check.

Our payment mailing address is: **Modification Payment Processing Center**

2001 Bishops Gate Blvd.

Mail Stop SV21

Mt. Laurel, NJ 08054

All payments **must be received** by the Mortgage Service Center no later than the 16th day of the month in order to avoid late charges.

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This Document Prepared By:
TAMIKA WELLS
MORTGAGE SERVICES
ONE MORTGAGE WAY, PO BOX 5449
MOUNT LAUREL, NEW JERSEY 08054

When Recorded Mail To:
MORTGAGE SERVICES
PO BOX 5449
MOUNT LAUREL, NEW JERSEY 08054
Mailstop: DC

_____ [Space Above This Line For Recording Data] _____

Original Recorded Date: JANUARY 24, 2006 **Loan No.**
Original Principal Amount: \$ 917,000.00

LOAN MODIFICATION AGREEMENT
(Providing for Step Interest Rate)

This Loan Modification Agreement ("Agreement"), made this **2ND** day of **MARCH, 2011**,
between

("Borrower") and **HSBC BANK USA, NATIONAL ASSOCIATION AS TRUSTEE**
FOR MERRILL LYNCH MORTGAGE INVESTORS TRUST, SERIES MLCC 2006-2

("Lender"),

amends and supplements (1) the Mortgage, Deed of Trust or Security Deed (the "Security Instrument"), and
Timely Payment Rewards Rider, if any, dated **JANUARY 12, 2006** and recorded in

of the **Official** Records of **LOS ANGELES COUNTY, CALIFORNIA**, and (2)
(Name of Records) (County and State, or other jurisdiction)

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

(Property Address)

LOAN MODIFICATION AGREEMENT - Single Family - Fannie Mae Uniform Instrument
CoreLogic Document Services
CoreLogic, Inc.
CLDS# FM3162 Rev. 12-01-10

Form 3162 6/06 (rev. 01/09)
(page 1 of 5)

the real property described being set forth as follows:

**ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED I
HE OFFICE OF THE COUNTY RECORDER
OF SAID COUNTY.**

****ASSIGNMENT FROM AMERICORP FUNDING TO MERRILL LYNCH CREDIT CORP
RECORDED ON . ASSIGNMENT FROM MERRILL LYNCH
CREDIT CORP TO HSBC BANK USA, NATIONAL ASSOCIATION AS TRUSTEE FOR
MERRILL LYNCH MORTGAGE INVESTORS TRUST, SEF .CORDED
ON 1/4/11**

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):

1. As of **APRIL 1, 2011**, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. \$ **1,000,955.35** consisting of the unpaid amount(s) loaned to Borrower by Lender plus any interest and other amounts capitalized.
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 for the first two years at the yearly rate of **2.000** % from **APRIL 1, 2011**, and Borrower promises to pay monthly payments of principal and interest in the amount of \$ **4,264.55** beginning on the **1ST** day of **MAY, 2011**. During the third year, interest will be charged at the yearly rate of **3.625** % from **APRIL 1, 2013**, and Borrower shall pay monthly payments of principal and interest in the amount of \$ **5,035.23** beginning on the **1ST** day of **MAY, 2013**. During the fourth year and continuing thereafter until the Maturity Date (as hereinafter defined), interest will be charged at the yearly rate of **4.625** %, from **APRIL 1, 2014**, and Borrower shall pay monthly payments of principal and interest in the amount of \$ **5,526.66** beginning on the **1ST** day of **MAY, 2014** and shall continue the monthly payments thereafter on the same day of each succeeding month until principal and interest are paid in full. If on **FEBRUARY 01, 2036**, (the "Maturity Date"), Borrower still owes amounts under the Note and Security Instrument, as amended by this Agreement, Borrower will pay these amounts in full on the Maturity Date.
3. If all or any part of the Property or any interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by the Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by the Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by the Security Instrument without further notice or demand on Borrower.

4. Borrower also will comply with all other covenants, agreements, and requirements of the Security Instrument, including without limitation, Borrower's covenants and agreements to make all payments of taxes, insurance premiums, assessments, escrow items, impounds, and all other payments that Borrower is obligated to make under the Security Instrument; however, the following terms and provisions are forever canceled, null and void, as of the date specified in paragraph No. 1 above:
 - (a) all terms and provisions of the Note and Security Instrument (if any) providing for, implementing, or relating to, any change or adjustment in the rate of interest payable under the Note, including, where applicable, the Timely Payment Rewards rate reduction, as described in paragraph 1 of the Timely Payment Rewards Addendum to Note and paragraph A.1. of the Timely Payment Rewards Rider. By executing this Agreement, Borrower waives any Timely Payment Rewards rate reduction to which Borrower may have otherwise been entitled; and
 - (b) all terms and provisions of any adjustable rate rider or Timely Payment Rewards Rider, where applicable, or other instrument or document that is affixed to, wholly or partially incorporated into, or is part of, the Note or Security Instrument and that contains any such terms and provisions as those referred to in (a) above.
5. 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) 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.
 - (d) 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.
 - (e) 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.

_____ [Space Below This Line For Acknowledgments] _____

BORROWER ACKNOWLEDGMENT

State of CALIFORNIA

County of _____

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.

Signature _____ (Seal)

LENDER ACKNOWLEDGMENT

State of NEW JERSEY

County of BURLINGTON

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.

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Signature _____ (Seal)

MARCH 2, 2011

LENDER: **PHH Mortgage**

BORROWER(S):

PROPERTY ADDRESS:

LOAN NUMBER:

ERROR AND OMISSIONS / COMPLIANCE AGREEMENT

The undersigned borrower(s) for and in consideration of the above-referenced Lender modifying the above-referenced loan agree(s), if requested by Lender, to fully cooperate and adjust for clerical errors concerning any or all loan modification documentation if deemed necessary or desirable in the reasonable discretion of the Lender.

The undersigned borrower(s) agree(s) to comply with all above-noted requests by the above-referenced Lender within 5 days of mailing of said requests. Borrower(s) agree(s) to assume all costs including, by way of illustration and not limitation, actual expenses, legal fees and marketing losses for failing to comply with correction requests in the above-noted time period.

DATED: _____

MORTGAGOR: Date

CO-MORTGAGOR: Date

CO-MORTGAGOR: Date

CO-MORTGAGOR: Date

CO-MORTGAGOR: Date

CO-MORTGAGOR: Date

ARCHIVE: True
LOANNUM:

First American Loan Production Services
First American Real Estate Solutions LLC
FALPS# PHH.001 Rev. 04-22-10

INSTRUCTIONS TO NOTARY

Thank you for your assistance in making sure these documents are executed properly. Please carefully review the following instructions to ensure that all documents meet the State/County recordation requirements. Thank you for your cooperation.

GENERAL INSTRUCTIONS:

Checklist for Important Points (please complete prior to signing and notarizing any documents):

- Verify photo identification of all parties signing documents.
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DOCUMENT THAT ARE REQUIRED TO BE NOTARIZED

- Loan Modification Agreement

SPECIAL INSTRUCTIONS FOR CERTAIN STATES:

CONNECTICUT / GEORGIA / SOUTH CAROLINA / LOUISIANA

- Two witnesses (persons NOT listed on the Loan Modification Agreement) are required to sign in the witness section. Witnesses are required to print their name under their signature.

We appreciate your assistance and cooperation. Please provide your contact information below.

Notary Name: _____

Notary Phone: _____

Notary E-mail: _____

Customers: Please return this form with your closing package.

Important Instructions:

****If you do not comply with all of the below requirements, your modification may be VOIDED****

1. Borrower Instructions:

- a. Signatures should be in **BLACK INK** only.
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- a. **For the first payment due under the new modified terms** refer to the pages titled
 - i. 'MODIFICATION AGREEMENT PAYMENT OPTIONS'
 - ii. 'Direct Debit Authorization Form'
 - iii. 'Temporary Modification Payment Coupon'
- b. **For Contributions or Final Trial Payments due** the funds **must be** a certified check (i.e. cashier check, money order, Western Union) with the loan number noted.

4. Document Return Instructions:

- a. Two Original signed and notarized Loan Modification Agreements, Affidavits and Acknowledgements.
- b. Two Original signed Errors and Omissions Agreements.
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Personal e-Billing Services: If you use third-party billing services (such as your bank's billing service or Checkfree) to pay your mortgage, please be certain to contact them to update the payment to its new modified amount.

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Enclosed is my modified payment amount due on **05/01/2011**.

Payment amount required: \$ **4,965.65**.

Loan number.

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