

Ack. Ltr. - No Answer

1 of 1

01/21/2009

Letter of Acknowledgment

January 21, 2009

[REDACTED]
[REDACTED]
[REDACTED]

RE: Loan Number: 009997000

Dear Richard & Elsa Ordonez,

Attached for execution is the Modification Agreement for your loan serviced by Nationstar Mortgage, LLC. The Modification Agreement sets forth the future terms of repayment for your loan, and may include capitalization of certain outstanding past due amounts. The specific terms are identified in the Modification Agreement, and may include a period of time for which your payment will consist only of interest payments (resulting in no principal reduction) and/or change in the amortization term of your loan. (Such a change may result in you owing a lump sum payment upon maturity of your loan.)

By executing this Letter of Acknowledgment and the Modification Agreement, you are agreeing to make a qualifying payment of \$1,635.31 dollars ("Qualifying Payment") for your Modification Agreement to become effective. This Qualifying Payment will be applied first to a Modification Fee of \$350.00 dollars to Nationstar Mortgage, next to any outstanding fees and charges that are not capitalized under the terms of the Modification Agreement, next to any unpaid non-capitalized interest and finally to unpaid principal. If you fail to make this qualifying payment (or such payment is returned for non-sufficient funds or otherwise denied by the issuing bank), the Modification Agreement shall be deemed invalid and Nationstar Mortgage, LLC shall have no obligation to modify your loan in accordance with the terms of the Modification Agreement.

Should you have any questions regarding the terms of this Letter of Acknowledgment or the Modification Agreement, please do not hesitate to contact _____ at _____.

Sincerely,

Nationstar Mortgage, LLC

Acknowledged and agreed to by:

[REDACTED]
Richard Ordonez - (Borrower Name)

[REDACTED]
Elsa Ordonez - (Borrower Name)

1.29.09 (Date)

1/29/09 (Date)

LOAN MODIFICATION AGREEMENT - Cap ARM (Temp Fixed ID-Arm)

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Loan # [REDACTED]

LOAN MODIFICATION AGREEMENT
(Providing for Temporary Interest Only, then Adjustable Interest Rate)

This Loan Modification Agreement ("Agreement"), made this 21st day of January, 2009, between Richard Ordona and Elsa Ordona ("Borrower") and Nationstar Mortgage LLC formerly known as Centex Home Equity Company ("Lender"), amends and supplements (1) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), and Timely Payment Rewards Rider, if any, dated December 14, 2005 and recorded in Book or Liber _____ at page(s) _____ of the

_____, Records of _____
(Name of Records) (County and State, or other Jurisdiction)

and (2) 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:

~~2008 Stinson Drive, Ft. Worth, TX 76104~~

(Property Address)

the real property described being set forth as follows:

THE NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN THE INTEREST RATE AND THE MONTHLY PAYMENT. THE NOTE LIMITS THE AMOUNT THE BORROWER'S INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM RATE THE BORROWER MUST PAY.

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 March 1, 2009, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. \$206,538.87, 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 at the yearly rate of 6.5%, from February 1, 2009 until February 1, 2011. Borrower promises to make monthly payments of interest of U.S. \$ 1,118.75, beginning on the 1st day of March, 2009, and continuing thereafter on the same day of each succeeding month until February 1, 2011 (the "Interest Only Period"). After expiration of the Interest Only Period, the interest rate Borrower will pay may change in accordance with the terms of the original Note. After expiration of the Interest Only Period, the amount of Borrower's monthly payments may change in accordance with the terms of the original Note. Borrower will continue to make monthly payments on the same day of each succeeding month until principal and interest are paid in full, except that, if not sooner paid, the final payment of principal and interest shall be due and payable on the 1st day of January, 2036, which is the Maturity Date.

3. If on the Maturity Date, Borrower still owes amounts under the Note and the Security Instrument, as amended by this Agreement, Borrower will pay these amounts in full on the Maturity Date.

4. **Failure to Timely Remit Payments:** If at any time during the effective dates of this Modification Agreement the Borrower fails to timely make payments as specified hereinabove and such default or failure continues for more than thirty (31) days, then this Modification Agreement, at the option of Lender, shall terminate and all terms of the Note as originally executed shall be reinstated in full, effective as of the date of this Modification Agreement, and the amounts due and payable under the terms of the Note shall be as originally stated therein, as if this Modification Agreement had never existed. Time is of the essence with regard to all payments specified hereunder. Nothing contained herein shall prevent or preclude Lender from enforcing any of Lender's rights or remedies under the Note, or under any document or instrument evidencing or securing the indebtedness created by or under the Note, or shall be construed as a waiver of any of Lender's rights or remedies thereby created.