

Office Address:
Fremont Investment & Loan
3110 E Gausti Rd.
Ontario, CA 91761

Phone: 866.484.0291
Fax: 714.431.1283

Fremont Investment & Loan

Fax

To: Veronica Williams **From:** Lorraine
Fax: 888 492 5864 **Pages:** 10
Date: 11/14/07 **CC:**
Re: 8000082616

Urgent **For Review** **Please Comment** **Please Reply** **Please Recycle**

• **Comments:**

Please review, sign and return via fax 714 431 1283

THIS TRANSMISSION IS INTENDED ONLY FOR THE USE OF THE INDIVIDUAL OR ENTITY TO WHOM IT IS ADDRESSED AND MAY CONTAIN INFORMATION THAT IS PRIVILEGED, CONFIDENTIAL, AND EXEMPT FROM DISCLOSURE UNDER APPLICABLE LAW. IF THE READER OF THIS TRANSMISSION IS NOT THE INTENDED RECIPIENT OR THE PERSON RESPONSIBLE FOR DELIVERING THE TRANSMISSION TO THE INTENDED RECIPIENT, YOU ARE HEREBY NOTIFIED THAT ANY DISSEMINATION, DISTRIBUTION OR COPYING OF THIS COMMUNICATION IS STRICTLY PROHIBITED. IF YOU RECEIVE THIS COMMUNICATION IN ERROR, PLEASE NOTIFY US BY TELEPHONE IMMEDIATELY. THANK YOU.



Loss Mitigation Department
3110 E. Guasti Rd
Ontario, CA. 91761
Tel No. (866) 484-0291

11/9/2007

Veronica Williams
541 Scotland Rd
South Orange, NJ. 07079

RE: Loan: 8000082616
Property: 541 Scotland Rd
South Orange, NJ. 07079
Dear Veronica Williams

Congratulations! You have been approved for a Loan Modification. This modification changes the interest rate for the remaining term of the loan, effective **11/1/07** to an interest rate of **7.25%** and your principal and interest payment effective as of **12/1/07** to **2,050.60**. **If** your loan is impounded for Taxes and/or Insurance the amount added to this payment will be your monthly escrow collection of **\$990.17** this is based on the last analysis and is subject to change yearly based on your premiums. Please find attached the itemization page with the breakdown of the capitalization.

Enclosed please find two original copies of the Loan Modification Document, one for your records. Please review the Loan Modification Agreement and sign your name exactly as it is printed under the signature line. All parties listed under the agreement **must** sign. Please fax a copy of the signed documents to my attention at fax : **(714)431-1283** AND mail the original documents using the self addressed Federal Express label enclosed.

In addition to the documents, please include your down payment in the amount of **\$6,295.21**. All funds should be made by Western Union Quick Collect to the following:

Code City: **Investors**
Code State: **CA**
Attention: **Loan Number**

Or by certified funds payable to Fremont Investment & Loan and mailed to:

Fremont Investment & Loan
Attn: **Loss Mitigation**
3110 Guasti Road, Ste. 500
Ontario, CA. 91761

Please be advised that we must receive both the signed agreement and the down payment no later than 11/16/2007, failure to comply may result in Fremont & Investment & Loan's rescission of this loss mitigation option.

Fremont Investment Loan is a debt collector and is attempting to collect a debt, any information obtained will be used for that purpose.

Total Amount Due:

Principal & Interest Payments:	\$33,730.19
Escrow Payments:	\$12,065.21
Late Charges:	\$1,815.02
NSF Fees:	\$0.00
Delinquent Taxes:	\$0.00
Placed Coverage Insurance:	\$0.00
Property Inspection/Appraisal/BPO Fees:	\$613.00
Foreclosure Fees & Cost:	\$2,195.21
Interest on Corporate Advances:	\$65.28
Non-Refundable Modification Fee:	\$0.00
Less Suspense Credits:	\$5,770.00
TOTAL AMOUNT DUE:	\$44,713.91

Itemization of Capitalization:

The following is a breakdown of the amounts we have including in your Capitalization Modification. These items will be spread over the remaining term of your loan per the terms of your Agreement:

Interest Payments:	\$32,526.18
Delinquent Taxes:	\$0.00
Placed Coverage Insurance:	\$0.00
Property Inspection/Appraisal/BPO Fees:	\$613.00
Foreclosure Fees & Cost:	\$2,195.21
Interest on Corp Advances:	\$65.28
Less Suspense Credits:	\$5,770.00
Less Down Payment:	\$6,295.21
TOTAL AMOUNT OF CAPITALIZATION:	\$35,399.67

Outstanding Items:

Please be advised that we **do not** include outstanding Late Charges or NSF fees in the modification. The following amounts will still remain outstanding and are responsible to pay:

Late Charges:	\$1,815.02
NSF Fees:	\$0.00
TOTAL AMOUNT OUTSTANDING:	\$1,815.02

Please be advised that all figures reflected on this page were as of the date of: 11/9/2007
 any additional fees/costs charged to the loan will not be reflected in the Modification Agreement and will be the responsibility of the borrower to pay as stated in the terms of the Note Agreement.

If you have any questions regarding this matter please feel free to contact me at (909)418-3616
 extension # 3616

Sincerely,
 Elizabeth Rayford
 Loss Mitigation Specialist

**RECORD AND RETURN TO:
FIRST AMERICAN TITLE
P.O. BOX 27670
SANTA ANA, CA 92799-7670
ATTN: LMTS**

[Space Above This Line for Recording Data]

8000082616

**LOAN MODIFICATION AGREEMENT
(Providing for Fixed Interest Rate)**

Original Recorded Date: APRIL 1, 2006

This Loan Modification Agreement ("Agreement"), made this **9TH** day of **NOVEMBER, 2007**,
between **VERONICA WILLIAMS**

("Borrower") and **FREMONT INVESTMENT & LOAN**

("Lender"), amends and supplements (1) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), and Timely Payment Rewards Rider, if any, dated **MARCH 31, 2006** and recorded in
, of the **Official** Records of
(Name of Records)

ESSEX COUNTY, NEW JERSEY

and (2) the Note, bearing the same date as,

(County and State, or other Jurisdiction)

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

541 SCOTLAND ROAD, SOUTH ORANGE, NEW JERSEY 07079

(Property Address)

the real property described being set forth as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF;

LOAN MODIFICATION AGREEMENT - Single Family - Fannie Mae Uniform Instrument
FAND# 3179 Rev. 08-13-07

Form 3179 1/01 (rev. 6/06)
(page 1 of 5)

In consideration of the mutual promises and agreements exchanged, the parties hereto agree as follows (notwithstanding anything to the contrary contained in the Note and Security Instrument):

1. As of **NOVEMBER 1, 2007** , the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. \$ **295,892.58** , 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 **7.250** % , from **NOVEMBER 1, 2007** . Borrower promises to make monthly payments of principal and interest of U.S. \$ **2,050.60** , beginning on the **1ST** day of **DECEMBER, 2007** , and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. The yearly rate of **7.250** % will remain in effect until principal and interest are paid in full. If on **APRIL 01, 2036** (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.
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 this 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) Borrower has no right of set-off or counterclaim, or any defense to the obligations of the Note or Security Instrument.
- (d) 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.
- (e) 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.
- (f) 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.

EXHIBIT A

BORROWER(S): VERONICA WILLIAMS
LOAN NUMBER: 8000082616

LEGAL DESCRIPTION:

TOWNSHIP OF VILLAGE OF SOUTH ORANGE, COUNTY OF ESSEX, STATE OF NEW JERSEY, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: KNOWN AS LOT 74 ON THE MAP OF SCOTRAND HOMES, SITUATED IN THE VILLAGE OF SOUTH ORANGE, ESSEX COUNTY, NEW JERSEY, MADE BY HALSEY BROS., ENGINEERS AND SURVEYORS, MAPLEWOOD, NEW JERSEY, DATED MAY 18, 1965 AND FILED OCTOBER 26, 1965 IN CASE NO. 2859 AT THE OFFICE OF THE REGISTER OF ESSEX COUNTY.

ALSO KNOWN AS: 541 SCOTLAND ROAD, SOUTH ORANGE, NEW JERSEY 07079

WILLIAMS
541 SCOTLAND ROAD
SOUTH ORANGE, NEW JERSEY 07079
FREMONT INVESTMENT & LOAN

NOTICE OF NO ORAL AGREEMENTS

THIS WRITTEN LOAN AGREEMENT REPRESENTS THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES.

THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.

Receipt of Notice. The undersigned hereby admit to having each received and read a copy of this Notice on or before execution of the Loan Agreement. "Loan Agreement" means one or more promises, promissory notes, agreements, undertakings, security agreements, deeds of trust or other documents, or commitments, or any combination of those actions or documents, pursuant to which a financial institution loans or delays repayment of or agrees to loan or delay repayment of money, goods or any other thing of value or to otherwise extend credit or make a financial accommodation.

Borrower Date
VERONICA WILLIAMS

Borrower Date

Borrower Date

Borrower Date

Borrower Date

Borrower Date

FAND# FAND033 Rev. 06-11-02

**WILLIAMS
541 SCOTLAND ROAD
SOUTH ORANGE, NEW JERSEY 07079
FREMONT INVESTMENT & LOAN**

8000082616

**ERRORS AND OMISSIONS
COMPLIANCE AGREEMENT**

In consideration of
FREMONT INVESTMENT & LOAN

(the "Lender") agreeing to modify the referenced loan (the "Loan") to the Borrower, the Borrower agrees that if requested by the Lender, the Borrower will correct, or cooperate in the correction of, any clerical errors made in any document or agreement entered into in connection with the modification of the Loan, if deemed necessary or desirable in the reasonable discretion of the Lender, to enable Lender to sell, convey, seek guaranty or market the Loan to any entity, including without limitation, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Government National Mortgage Association, the Federal Housing Authority, the Department of Veterans Affairs or any municipal bond authority.

The Borrower agrees to comply with all such requests made by the Lender within 30 days of receipt of written request from the Lender. Borrower agrees to assume all costs that may be incurred by the Lender, including without limitation, actual expenses, legal fees and marketing losses, as a result of the Borrower's failure to comply with all such requests within such 30 day time period.

The Borrower makes this agreement in order to assure that the documents and agreements executed in connection with the modification of the Loan will conform to and be acceptable in the marketplace in the event the Loan is transferred, conveyed, guaranteed or marketed by the Lender.

VERONICA WILLIAMS _____ Date

_____ Date

_____ Date

_____ Date

_____ Date

_____ Date