December 02, 2013

CHRISTOPHER M MCCRAE 22 AMANDA ST SPRINGFIELD, MA 01118

Re: LOAN NUMBER: 0039240916 Property Address: 22 AMANDA STREET SPRINGFIELD, MA 01118

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 Corporation have signed it. Please complete the following steps to sign and return your loan modification no later than **December 13, 2013**.

I am sending this letter in reference to your application for assistance with the above mortgage. We are committed to working with our borrowers who may be experiencing financial difficulties. As part of this commitment, I am pleased to be your designated Case Manager. I am your single point of contact throughout the review process to determine whether you are eligible for any Homeowners Assistance Programs. As part of this process, I am interacting with various departments working on your file and can assist you in answering any of your questions about your account.

Please contact me, JORDAN WERLE with questions that you may have specific to your account or this letter. My direct contact number is 800-750-2518, extension 4232 and my email address is Jordan.Werle@mortgagefamily.com.

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 **\$0.00** 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	\$134,948.17
Modification Note Rate	4.625%
Date Note Rate is Effective	January 1, 2014
First Modification Payment Due	February 1, 2014
The Modified payment breakdown: Principal & Interest Escrow New Monthly Payment	\$617.56 \$448.44 \$1,066.00

The following is a breakdown of the Loan Modification.

MODIFICATION TRANSACTION COSTS DUE

Processing Fee Recording Fee Escrow Advance and/or Setup Late Charges, NSF and/or Other Fees Attorney Fees/costs, if applicable Recoverable Advances, if applicable Accrued Interest, if applicable First Modified payment, if applicable Misc	\$0.00 \$0.00 \$2,421.18 \$0.00 \$600.00 \$25.85 \$4,000.95 \$0.00 \$0.00	
Total contribution amount	\$0.00	
total amount added to your loan is	\$7,047.98	

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.

Notice – If your request for assistance is approved, your acceptance of a loan modification, partial or complete lien forgiveness, short sale or deed in lieu may have consequences with respect to federal, state, or local tax liability, as well as eligibility for public assistance benefits. PHH Mortgage Corporation cannot advise you on the tax consequences or the effect on public assistance benefits. We encourage you to consult with a qualified individual or organization about the possible tax and/or other consequences resulting from a loan modification, partial or complete lien release, short sale or deed in lieu.

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,

The

Rep Name: Andrew Smith NMLS#: **2726** Mortgage Service Center December 02, 2013

LENDER: PHH Mortgage Corporation

BORROWER(S): CHRISTOPHER M MCCRAE

PROPERTY ADDRESS: 22 AMANDA STREET, SPRINGFIELD, MA 01118

LOAN NUMBER: 0039240916

ERRORS 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: CHRISTOPHER M MCCRAE	Date	CO-MORTGAGOR:	Date
CO-MORTGAGOR:	Date	CO-MORTGAGOR:	Date

ARCHIVE: True LOANNUM: 0039240916

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 **<u>BLACK INK</u>** 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.

- e. All parties who signed original Deed, Note and Mortgage must sign modification documents.
- f. All signatures must exactly match the typed name on signature line and include middle initial, if applicable.

2. Notary Instructions:

- a. Notary signatures should be in **<u>BLACK INK</u>** 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. <u>For Contributions or Final Trial Payments due</u> 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.
- d. If all parties listed on the modification agreement are not able/not willing to sign, a **recorded** quit claim deed evidencing that the non-occupying borrower or co-borrower has relinquished all rights to the property is required.

Mortgage Services

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

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

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 **February 1, 2014**.

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:

<u>ACH and Flex Pay Customers:</u> 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.

<u>Paperless Customers</u>: 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.

<u>SpeedPay:</u> 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 February 1, 2014.

Payment amount required: \$1,066.00.

Loan Number: 0039240916

Please make your check payable to the *Mortgage Service Center* and include your loan number on your check. Our payment mailing address is:

PO BOX 0112, Palatine, IL 60055-0112

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.

-----Cut Here-----Cut Here-----

Temporary Modification Payment Coupon

Enclosed is my modified payment amount due on March 1, 2014.

Payment amount required: \$1,066.00.

Loan Number: 0039240916

Please make your check payable to the *Mortgage Service Center* and include your loan number on your check. Our payment mailing address is:

PO BOX 0112, Palatine, IL 60055-0112

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.

-----Cut Here-----Cut Here-----

Temporary Modification Payment Coupon

Enclosed is my modified payment amount due on April 1, 2014.

Payment amount required: **\$1,066.00**.

Loan Number: 0039240916

Please make your check payable to the *Mortgage Service Center* and include your loan number on your check. Our payment mailing address is:

PO BOX 0112, Palatine, IL 60055-0112

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.

-----Cut Here-----Cut Here-----

Temporary Modification Payment Coupon

Enclosed is my modified payment amount due on May 1, 2014.

Payment amount required: \$1,066.00.

Loan Number: 0039240916

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

Our payment mailing address is:

PO BOX 0112, Palatine, IL 60055-0112

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.

Mortgage Service Center PO Box 5457, Mount Laurel NJ 08054 - ATTN ACH (SV-61) OR FAX TO 856-917-8322 DIRECT DEBIT AUTHORIZATION FORM

Address: 22 AMANDA STREET, SPRINGFIELD, MA 01118

PAYMENT WITHDRAWAL OPTIONS

[] Draft payment the first business day of each month

Name: CHRISTOPHER M MCCRAE

- [] Draft payment *the <u>fifth</u> business day* of each month (unless a weekend or holiday, then the next business day)
- [] Draft payment *the <u>tenth</u> business day* of each month (unless a weekend or holiday, then the next business day)

ADDITIONAL PRINCIPAL OPTIONS

- [] Draft additional principal of <u>each</u> each month. (Amount of principal payment must be the same each month)
- [] Draft \$_____ from my account each month for my payment with the balance being applied to my principal balance

FINANCIAL INSTITUTION INFORMATION

Loan Number: 0039240916

Name: City: State: Zip:

Phone #:

PLEASE WITHDRAW FUNDS FROM

[] Checking Account / Share Draft

(please attach voided check, if applicable) ABA / Transit Number

#

[] Savings Account / Share Savings ABA / Transit Number #

Please attach a Voided Check here



I (we) hereby authorize The Mortgage Service Center to initiate mortgage payment ACH debit entries to my (our) Checking/Share Draft or Savings/Share Draft account indicated above. I (we) further authorize the depository named to debit the same to such account. I (we) also understand that if the debit entries under this authorization are returned for insufficient funds or otherwise dishonored, I (we) will promptly remit the total monthly payment due plus any fees due under my (our) mortgage. I agree to pay a returned item charge of up to \$50 (as permitted by state law) for each returned item.

Periodic changes to my (our) payment amount may occur; therefore, the monthly debit amount may change accordingly.

Note: You should remit payments by mail until notification is received that automatic payment withdrawal is in place.

Signature:

Date:

Signature:

Date:

8427 11/12

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.)

DOCUMENTS THAT ARE REQUIRED TO BE NOTARIZED

[] Loan Modification Agreement

INSTRUCTIONS FOR WITNESSES IF REQUIRED:

[] 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.

After Recording Return To: Mortgage Services PO Box 5449 Mount Laurel, NJ 08054 Return to Phone: 877-766-8244

This Document Prepared By: PHH Mortgage Corporation PO Box 5449 Mount Laurel, NJ 08054 Heather Scull, Specialist

[Space Above This Line For Recording Data] ____ Original Recording Date: November 30, 2006 Original Loan Amount: \$140,000.00 I Original Lender Name: TD BANKNORTH, N.A.

Loan No: 0039240916 Investor Loan No: 1703013891

Prepared Date: December 02, 2013

LOAN MODIFICATION AGREEMENT

(Providing for Fixed Interest Rate)

This Loan Modification Agreement ("Agreement"), made this 2nd day of December, 2013, between CHRISTOPHER M MCCRAE, AN UNMARRIED MAN ("Borrower") and PHH Mortgage Corporation, whose address is 1 Mortgage Way, Mt Laurel, NJ 08054 ("Lender"), amends and supplements (1) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), and Timely Payment Rewards Rider, if any, dated November 30, 2006 and recorded in Book/Liber 16359, Page 3, Instrument No: 105888, of the Official Records (Name of Records) of Hampden County, MA (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

22 AMANDA STREET, SPRINGFIELD, MA 01118,

(Property Address)

the real property described being set forth as follows:

SEE ATTACHED EXHIBIT A

ASSIGNMENT FROM MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. (MERS) AS NOMINEE FOR TD BANKNORTH, N.A. TO PHH MORTGAGE CORPORATION RECORDED ON 08/23/2011 BK 18888 PG 439 INST# 45114

Form 3179 1/01 (rev. 06/12) (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 or Security Instrument):

- 1. As of **January 1**, **2014**, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. **\$134,948.17**, 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 4.625%, from January 1, 2014. Borrower promises to make monthly payments of principal and interest of U.S. \$617.56, beginning on the 1st day of February, 2014, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. The yearly rate of 4.625% will remain in effect until principal and interest are paid in full. If on January 1, 2054 (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.
- 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.

In Witness Whereof, the Lender and I have executed this Agreement.

	(Seal)
CHRISTOPHER M MCCRAE -Borrower	()
[Space Below This I	Line For Acknowledgments]
Commonwealth of Massachusetts,	County ss :
On this day of, 20_ appeared CHRISTOPHER M MCCRAE, AN UNI satisfactory evidence of identification, which were	, before me, the undersigned notary public, personally MARRIED MAN, (document signer) proved to me through e
, to be the per- document, and acknowledged to me that (he) (sh	son whose name is signed on the preceding or attached ne) signed it voluntarily for its stated purpose.
Official Signature and Seal of Notary	

My commission expires : _____

LOAN MODIFICATION AGREEMENT—Single Family—Fannie Mae Uniform Instrument Loan No: 0039240916 8300a 11/12 Form 3179 1/01 (rev. 06/12) (page 4 of 5)

PHH Mortgage Corporation

Ву:	(Seal) - Lender
Name: Title:	
Date of Lender's Signature [Space Below This Lin	e For Acknowledgments]
State of New Jersey, County of Burlington	
On, 20, before me, a Notary Public in and for said State, personally ap	(please print name)
	nstrument and acknowledged to me that they executed ire on the instrument, the individual, or the person upon
Notary Public	
Notary Public of New Jersey My Commission expires:	

After Recording Return To: Mortgage Services PO Box 5449 Mount Laurel, NJ 08054 Return to Phone: 877-766-8244

This Document Prepared By: PHH Mortgage Corporation PO Box 5449 Mount Laurel, NJ 08054 Heather Scull, Specialist

[Space Above This Line For Recording Data] ____ Original Recording Date: November 30, 2006 Original Loan Amount: \$140,000.00 I Original Lender Name: TD BANKNORTH, N.A.

Loan No: 0039240916 Investor Loan No: 1703013891

Prepared Date: December 02, 2013

LOAN MODIFICATION AGREEMENT

(Providing for Fixed Interest Rate)

This Loan Modification Agreement ("Agreement"), made this 2nd day of December, 2013, between CHRISTOPHER M MCCRAE, AN UNMARRIED MAN ("Borrower") and PHH Mortgage Corporation, whose address is 1 Mortgage Way, Mt Laurel, NJ 08054 ("Lender"), amends and supplements (1) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), and Timely Payment Rewards Rider, if any, dated November 30, 2006 and recorded in Book/Liber 16359, Page 3, Instrument No: 105888, of the Official Records (Name of Records) of Hampden County, MA (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

22 AMANDA STREET, SPRINGFIELD, MA 01118,

(Property Address)

the real property described being set forth as follows:

SEE ATTACHED EXHIBIT A

ASSIGNMENT FROM MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. (MERS) AS NOMINEE FOR TD BANKNORTH, N.A. TO PHH MORTGAGE CORPORATION RECORDED ON 08/23/2011 BK 18888 PG 439 INST# 45114

Form 3179 1/01 (rev. 06/12) (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 or Security Instrument):

- 1. As of **January 1**, **2014**, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. **\$134,948.17**, 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 4.625%, from January 1, 2014. Borrower promises to make monthly payments of principal and interest of U.S. \$617.56, beginning on the 1st day of February, 2014, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. The yearly rate of 4.625% will remain in effect until principal and interest are paid in full. If on January 1, 2054 (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.
- 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.

In Witness Whereof, the Lender and I have executed this Agreement.

	(Seal)
CHRISTOPHER M MCCRAE -Borrower	()
[Space Below This I	Line For Acknowledgments]
Commonwealth of Massachusetts,	County ss :
On this day of, 20_ appeared CHRISTOPHER M MCCRAE, AN UNI satisfactory evidence of identification, which were	, before me, the undersigned notary public, personally MARRIED MAN, (document signer) proved to me through e
, to be the per- document, and acknowledged to me that (he) (sh	son whose name is signed on the preceding or attached ne) signed it voluntarily for its stated purpose.
Official Signature and Seal of Notary	

My commission expires : _____

LOAN MODIFICATION AGREEMENT—Single Family—Fannie Mae Uniform Instrument Loan No: 0039240916 8300a 11/12 Form 3179 1/01 (rev. 06/12) (page 4 of 5)

PHH Mortgage Corporation

Ву:	(Seal) - Lender
Name: Title:	
Date of Lender's Signature [Space Below This Lin	e For Acknowledgments]
State of New Jersey, County of Burlington	
On, 20, before me, a Notary Public in and for said State, personally ap	(please print name)
	nstrument and acknowledged to me that they executed ire on the instrument, the individual, or the person upon
Notary Public	
Notary Public of New Jersey My Commission expires:	

EXHIBIT "A"

LOAN # 0039240916

The land in said Springfield, Hampden County, Massachusetts and known and designated as lot #29 (twenty-nine) as shown on plan of lots recorded in Hampden County Registry of Deeds in Book of Plans 35, Page 85, said lot being more particularly bounded and described as follows:

Bounded NORTHEASTERLY by Amanda Street, seventy five (75) feet; SOUTHEASTERLY by lot #30 (thirty) as shown on said plan, one hundred fifty three and 38/100 (153.38) feet; SOUTHWESTERLY by land of owner unknown, seventy five and 01/100 (75.01) feet; and NORTHWESTERLY by lot #28 (twenty-eight) as shown on said plan, one hundred fifty two and 27/100 (152.27) feet.

Subject to rights of Western Massachusetts Electric Company et al under instrument dated March 20, 1952 and recorded in said Registry of Deeds in Book 2165 Page 273.

Being the same premises conveyed to Christopher M. McCrae by deed of Karen M. Talbot dated November 29, 2006 and recorded in Hampden County Registry of Deeds simultaneously herewith.