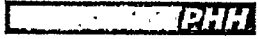


CFPB CASE #

140506-000027
POSTED TO CFPB SITE 6/3/2014

PHH Mortgage



2001 Bishops Gate Blvd
Mt. Laurel, NJ 08054

Tel 800-750-2518
Fax 856-917-2848

04/09/2014

Christopher M McCrae
22 Amanda St
Springfield, MA 01118

Loan#: 0039240916
Property: 22 Amanda St
Springfield, MA 01118

THIS IS NOT ME!
I'M DAVID McCRAE

MY LOAN IS #16371056

I LIVE IN TEXAS!

ATT 350 CEE RUN

Dear Christopher McCrae,

Thank you for contacting us about your mortgage. We are committed to working with our borrowers who may be experiencing financial difficulties. Based on a careful review of the information you provided to us, you have been approved for a Forbearance Plan. This Forbearance Plan is a temporary reduction of your mortgage payments intended to allow you the time and flexibility to manage the financial challenges affecting your ability to pay your mortgage.

As a reminder, I am your Single Point of Contact Case Manager. I am here to assist you with any questions that you might have about this letter. My direct contact number is (800)-936-8303, extension 84232 and my email address is Jordan.werle@mortgagefamily.com.

Forbearance Plan Terms

Beginning on [May 1, 2014] and on the [1st] day of each month during the term of your Forbearance Plan you may make a monthly payment of \$[580.00] in lieu of your regular monthly mortgage payment. The term of your Forbearance Plan is [6] months. This is the number of months that you are eligible to make the reduced monthly mortgage payment.

Other terms of your mortgage remain unchanged during this Forbearance Plan. As a result of making reduced payments, you will become delinquent on your mortgage and your credit score may be impacted.¹

To Suspend Foreclosure

You must contact me at (800)-936-8303, extension 84232 or in writing at the address provided below by no later than **May 1, 2014** to indicate your intent to accept this offer, or alternatively, submit your payment of \$580.00 by that same date to accept this offer. If you contact us or make payment by **April 23, 2014** to indicate your intent to accept this offer, we will not refer your loan to foreclosure, or if your loan has been referred to foreclosure, we will suspend the next legal action in the foreclosure proceedings.

However, if you do not respond by April 23, 2014, foreclosure proceedings may continue, and a foreclosure sale may occur, even if such sale is scheduled prior to [May 1, 2014], the due date of your first

¹ **Credit Reporting:** Please note that we will continue to report the delinquency status of your loan to credit reporting agencies as well as your entry into a Forbearance Plan in accordance with the requirements of the Fair Credit Reporting Act and the Consumer Data Industry Association requirements.

CREDIT SCORING COMPANIES GENERALLY CONSIDER THE ENTRY INTO A PLAN WITH REDUCED PAYMENTS AS AN INCREASED CREDIT RISK. AS A RESULT, ENTERING INTO A PLAN WITH REDUCED PAYMENTS MAY ADVERSELY AFFECT YOUR CREDIT SCORE, PARTICULARLY IF YOU ARE CURRENT ON YOUR MORTGAGE OR OTHERWISE HAVE A GOOD CREDIT SCORE.

Log in to MortgageQuestions.com --- your servicing website connection.

PHH Mortgage



2001 Bishops Gate Blvd
Mt. Laurel, NJ 08054

Tel 800-750-2518
Fax 856-917-2848

temporarily reduced payment. If a foreclosure sale occurs prior to making the first temporarily reduced payment and you failed to respond by *[April 23, 2014]*, this offer has been revoked

To Accept This Offer

If you have notified us of your intent to accept the offer by April 23, 2014 or, if you have not notified us and a foreclosure sale has not occurred, you must send payment in the amount of \$580.00. We must receive this payment by May 1, 2014. Please send your payments to:

Mortgage Service Center
2001 Bishops Gate Blvd.
Mail Stop SV51
Mt. Laurel, NJ 08054

If you fail to make the first temporarily reduced payment by the May 1st, 2014 this offer has been revoked and foreclosure proceedings may continue and a foreclosure sale may occur.

If you have questions about your Forbearance Plan terms, my direct contact number is (800)-936-8303, extension 84232 and my email address is Jordan.werle@mortgagefamily.com

Next Steps

- If your financial situation changes during the term of your Forbearance Plan, please contact me immediately to reassess your situation and discuss potential alternatives.
- At least [60] days prior to the end of the Forbearance Plan, we will send you a Borrower Solicitation Package requesting updated documentation of your financial circumstances. We also will provide information on alternatives that may be available to you at the end of the Forbearance Plan term, such as a reinstatement, repayment plan or other alternative to foreclosure, such as a loan modification.

Additional Forbearance Plan Information

We will not proceed to foreclosure sale during this Forbearance Plan, provided you are complying with the terms of the Forbearance Plan:

- Any pending foreclosure action or proceeding that has been suspended may be resumed if you fail to comply with the terms of the Forbearance Plan.
- This Forbearance Plan offer is contingent on your having provided accurate and complete information. We reserve the right to revoke this offer or terminate the plan following your acceptance if we learn of information that would make you ineligible for forbearance.
- You agree that we may hold the Forbearance Plan payments in an account until sufficient funds are in the account to pay your oldest delinquent monthly payment. You also agree that we will not owe you interest on the amounts held in the account. If any money is left in this account at the end of the

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PHH Mortgage



2001 Bishops Gate Blvd
Mt. Laurel, NJ 08054

Tel 800-750-2518
Fax 856-917-2848

- Forbearance Plan and you qualify for a loan modification, those funds will be deducted from amounts that would otherwise be added to your modified principal balance.
- Our acceptance and posting of your payment during the forbearance period will not be deemed a waiver of the acceleration of your loan, and related activities, including the right to resume or continue foreclosure, and shall not constitute a cure of your mortgage unless such payments are sufficient to completely cure the default.

Your current loan documents remain in effect; however, you may make the Forbearance Plan payment instead of the payment required under your loan documents:

- You agree that all terms and provisions of your current mortgage note and mortgage security instrument remain in full force and effect and you will comply with those terms; and that nothing in the Forbearance Plan shall be understood or construed to be a satisfaction or release in whole or in part of the obligations contained in the loan documents.

Log in to MortgageQuestions.com --- your servicing website connection.

PHH Mortgage



2001 Bishops Gate Blvd
Mt. Laurel, NJ 08054

Tel 800-750-2518
Fax 856-917-2848

April 9, 2014

Loan Number: 0039240916
Property Address:
22 Amanda St
Springfield MA, 01118

Christopher M Mccrae
22 Amanda St
Springfield MA, 01118

Dear Customer(s): Christopher M Mccrae

Homeowners Assistance Program Evaluation Summary

You were evaluated for Homeowners Assistance Programs based on the eligibility requirements of the owner of your mortgage loan. These requirements for determining your eligibility for Homeowners Assistance Programs include determining whether you are experiencing a temporary or permanent financial hardship and a review of your financial circumstances.

Based on our review of your financial circumstances, although you may have a hardship, you are not eligible for the Homeowners Assistance Programs listed on the Homeowners Assistance Program Evaluation Summary attached to this notice. On the Homeowners Assistance Program Evaluation Summary you will find the specific reason for any program ineligibility.

Right to Appeal

You have the right to appeal our determination not to offer you a specific Homeowners Assistance Program. If you would like to appeal, you must contact us in writing at the address provided above, no later than April 23, 2014, and state that you are requesting an appeal of our decision. You must include in the appeal your name, property address, and mortgage loan number. You may also specify the reasons for your appeal, and provide any supporting documentation. Your right to appeal expires April 23, 2014. Any appeal requests or documentation received after April 23, 2014, may not be considered.

If you elect to appeal, we will provide you a written notice of our appeal decision within 30 calendar days of receiving your appeal. Our appeal decision is final, and not subject to further appeal.

If you elect to appeal, you do not have to accept this Homeowners Assistance Program offer until resolution of the appeal. Please note that waiting to make any payment due until after receiving our appeal decision may result in an adverse impact to your credit rating. Any unpaid interest, and other unpaid amounts, such as escrows for taxes and insurance or fees, will accrue on your mortgage loan during the appeal period, and will be added to the total amount due.

As your Single Point of Contact Case Manager, I am here to assist you with any questions pertaining to this letter. My direct contact number is (800)-936-8303, extension 84232 and my email address is Jordan.Werle@mortgagefamily.com. Please feel free to contact me at any time.

Sincerely,

Log in to MortgageQuestions.com — your servicing website connection.

PHH Mortgage



2001 Bishops Gate Blvd
Mt. Laurel, NJ 08054
Jordan Werle
Homeowner Assistance Team

Tel 800-750-2518
Fax 856-917-2848

Important Messages

This is an attempt to collect a debt. Any information obtained will be used for that purpose.

However, to the extent your original obligation has been discharged, or is subject to an automatic stay of bankruptcy under Title 11 of the United States Code, this notice is for compliance and/or informational purposes only and/or is notice of the creditor's intent to enforce a lien against the property and does not constitute a demand for payment or an attempt to impose personal liability for such obligation.

Credit Reporting

We furnish payment information about your account to credit bureaus, including information concerning late payments, which may then be reflected on your credit report. Our decision was based in whole or in part on information obtained in a report from the consumer reporting agencies listed below. You have a right under the Fair Credit Reporting Act to know the information contained in your credit file at the consumer reporting agency. The reporting agencies played no part in our decision and are unable to supply specific reasons why we have denied credit to you. You also have the right to a free copy of your credit report from the reporting agencies, if you request it no later than 60 days after you receive this notice. In addition, if you find that any information contained in the report you receive is inaccurate or incomplete, you have a right to dispute the matter with the reporting agency.

Equifax
PO Box 740241
Atlanta, GA 30374-0241
1-800-685-1111

NOTICE: The Federal Equal Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age (provided the applicant has the capacity to enter into a binding contract); because all or part of the applicant's income derives from any public assistance program; or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act. The federal agency that administers compliance with this law concerning this creditor is:

Federal Trade Commission
Equal Credit Opportunity
Washington, DC 20580

If you believe the information used to make this determination is inaccurate, please contact us immediately.

Requests for Information and Notices of Error, including Qualified Written Requests

If you wish to request information or assert an error relating to the servicing of your mortgage loan, including any Qualified Written Requests, you must use the address below and include your name, your mortgage loan account number, property address and a statement of either the information you are requesting or the error you believe has occurred:

Mortgage Service Center
Post Office Box 830
Bowie, MD 20718

Log in to MortgageQuestions.com — your servicing website connection.

PHH Mortgage



2001 Bishops Gate Blvd
Mt. Laurel, NJ 08054

Tel 800-750-2518
Fax 856-917-2848

North Carolina Residents

For homeowners in North Carolina, IF YOU BELIEVE THE LOSS MITIGATION REQUEST HAS BEEN WRONGLY DENIED, YOU MAY FILE A COMPLAINT WITH THE NORTH CAROLINA OFFICE OF THE COMMISSIONER OF BANKS WEBSITE, www.nccob.gov.

New York Borrowers

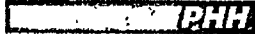
***New York Borrowers:* If you believe the loss mitigation request has been wrongly denied, you may file a complaint with the New York State Department of Financial Services at 1-877-BANK-NYS (226-5697) or www.dfs.ny.gov.**

HUD Counseling

For additional assistance, HUD sponsors housing counseling agencies throughout the country that can provide you advice on foreclosure alternatives, budgetary issues, and even assistance with understanding this notice (simply ask for "MHA HELP"). There is no fee for this service. If you would like assistance, you can contact a HUD-approved housing counselor at the HOPE Hotline number which is 1-888-995-HOPE.

Log in to MortgageQuestions.com --- your servicing website connection.

PHH Mortgage



2001 Bishops Gate Blvd
Mt. Laurel, NJ 08054

Tel 800-750-2518
Fax 856-917-2848

HOMEOWNERS ASSISTANCE PROGRAM EVALUATION SUMMARY

Mortgage Loan Number: 0039240916

Property Address: 22 Amanda St

Springfield MA, 01118

Investor of Your Mortgage Loan: FANNIE MAE

Program: Loan Modification

Determination: Denied

Reason for Declination:

Your request for a Homeowners Assistance Program has been denied, in accordance with Investor requirements, as the final review of your application shows there is sufficient income to support your current monthly mortgage payment, in addition to your monthly expenses.

Program: Fannie Mae Mod24 Loan Modification **Determination: Denied**

Reason for Declination:

Your request for a Homeowners Assistance Program has been denied, in accordance with Investor requirements, as the final review of your application shows there is sufficient income to support your current monthly mortgage payment, in addition to your monthly expenses.

Program: HAMP

Determination: Denied

Reason for Declination:

Your request for a Homeowners Assistance Program has been denied, in accordance with Investor requirements, as the final review of your application shows there is sufficient income to support your current monthly mortgage payment, in addition to your monthly expenses.

Program: Fannie Mae Cap and Extend Loan Modification **Determination: Denied**

Reason for Declination:

Your request for a Homeowners Assistance Program has been denied, in accordance with Investor requirements, as the final review of your application shows there is sufficient income to support your current monthly mortgage payment, in addition to your monthly expenses.

Program: Forbearance

Determination: Offered

Reason for Declination:

Log in to MortgageQuestions.com — your servicing website connection.

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.

Loan No: **0039240916**

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	\$617.56
Escrow	\$448.44
New Monthly Payment	\$1,066.00

The following is a breakdown of the Loan Modification.

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

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

The 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,

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: Date
CHRISTOPHER M MCCRAE

CO-MORTGAGOR: Date

CO-MORTGAGOR: Date

CO-MORTGAGOR: Date

ARCHIVE: True
LOANUM: **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 **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.**
- 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 **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.
- 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

****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 **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:

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 **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-----

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-----

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-----

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

Name: <u>CHRISTOPHER M MCCRAE</u>	Loan Number: <u>0039240916</u>
Address: <u>22 AMANDA STREET, SPRINGFIELD, MA 01118</u>	

PAYMENT WITHDRAWAL OPTIONS

Draft payment *the first business day* of each month

Draft payment *the fifth business day* of each month
(unless a weekend or holiday, then the next business day)

Draft payment *the tenth business day* of each month
(unless a weekend or holiday, then the next business day)

FINANCIAL INSTITUTION INFORMATION

Name: _____

City: _____

State: _____

Zip: _____

Phone #: _____

ADDITIONAL PRINCIPAL OPTIONS

Draft additional principal of \$ _____ 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

PLEASE WITHDRAW FUNDS FROM

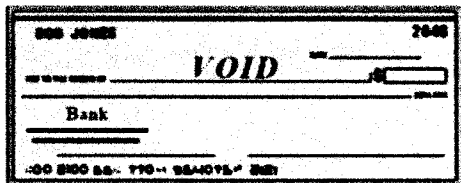
Checking Account / Share Draft

(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: _____

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** Loan No: **0039240916**
Original Loan Amount: **\$140,000.00** Investor Loan No: **1703013891**
Original Lender Name: **TD BANKNORTH, N.A.**

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

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.
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.

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

CHRISTOPHER M MCCRAE -Borrower (Seal)

_____ [Space Below This Line For Acknowledgments] _____

Commonwealth of Massachusetts, _____ County ss :

On this _____ day of _____, 20____, before me, the undersigned notary public, personally appeared **CHRISTOPHER M MCCRAE, AN UNMARRIED MAN**, (document signer) proved to me through satisfactory evidence of identification, which were

_____, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that (he) (she) signed it voluntarily for its stated purpose.

Official Signature and Seal of Notary

My commission expires : _____

PHH Mortgage Corporation

By: _____ (Seal) - Lender
Name:
Title:

Date of Lender's Signature

[Space Below This Line For Acknowledgments] _____

State of New Jersey, County of Burlington

On _____, 20____, before me, _____,
(please print name)

a Notary Public in and for said State, personally appeared

_____ of the
Corporation, personally known to me or proved to me on the basis of satisfactory evidence to be the
individual whose name is subscribed to the within instrument and acknowledged to me that they executed
the same in their capacity, and that by their signature on the instrument, the individual, or the person upon
behalf of which the individual acted, executed the instrument.

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** Loan No: **0039240916**
Original Loan Amount: **\$140,000.00** Investor Loan No: **1703013891**
Original Lender Name: **TD BANKNORTH, N.A.**

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

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.
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.

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

CHRISTOPHER M MCCRAE -Borrower (Seal)

_____ [Space Below This Line For Acknowledgments] _____

Commonwealth of Massachusetts, _____ County ss :

On this ____ day of _____, 20____, before me, the undersigned notary public, personally appeared **CHRISTOPHER M MCCRAE, AN UNMARRIED MAN**, (document signer) proved to me through satisfactory evidence of identification, which were

_____, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that (he) (she) signed it voluntarily for its stated purpose.

Official Signature and Seal of Notary

My commission expires : _____

PHH Mortgage Corporation

By: _____ (Seal) - Lender
Name:
Title:

Date of Lender's Signature

[Space Below This Line For Acknowledgments] _____

State of New Jersey, County of Burlington

On _____, 20____, before me, _____,
(please print name)

a Notary Public in and for said State, personally appeared

_____ of the
Corporation, personally known to me or proved to me on the basis of satisfactory evidence to be the
individual whose name is subscribed to the within instrument and acknowledged to me that they executed
the same in their capacity, and that by their signature on the instrument, the individual, or the person upon
behalf of which the individual acted, executed the instrument.

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.



Your annual escrow statement
November 19, 2013

Loan number: 0039240916

Questions?

Visit us at
www.MortgageQuestions.com
Call toll free 1-800-785-3158
Fax 1-856-917-8300

9006293 NK 4701 RE BN
CHRISTOPHER M MCCRAE
22 AMANDA ST
SPRINGFIELD, MA 01118
|||||||

Your current monthly mortgage payment
as of 11/19/2013 \$1,152.56

Your new monthly mortgage payment effective in January 2014

Principal and interest	\$805.25
Escrow deposit*	\$448.44
Escrow shortage	\$104.01
Total new monthly payment	\$1,457.70

Please note: if you pay the shortage amount all at once, your new monthly payment will be \$1,353.69.

Your escrow account balance

Your projected balance on December 31, 2013	58.31
Your required balance on December 31, 2013	1,306.41
Your escrow account shortage	\$1,248.10

011727

Your escrow account has a shortage

Your escrow account has a shortage of \$1,248.10, which you are required to pay. The escrow shortage has been spread over 12-months and added to your new monthly payment. If you prefer to pay your escrow account shortage all at once, you may do so online. By paying the shortage amount now, your new monthly mortgage payment will be \$1,353.69.

Visit our website for up-to-date information about tax and insurance disbursements, recent payments, account balances and more!

How we calculated your new monthly escrow payment

To calculate your new monthly escrow payment, we added up the estimated or actual tax and insurance payments on your account for the 12 months starting with January 2014, and divided the total by 12.

CITY TAX	\$3,349.27
HAZARD INS	\$1,206.00
ESCROW DISBURSEMENTS	
ALREADY PAID	\$825.96
Total	\$5,381.23

***Your new monthly escrow payment (one-twelfth of the total) \$448.44**

Your escrow account projections for the next year

Date	Description	Estimated amounts paid into your escrow account (\$)	Estimated amounts paid out of your escrow account (\$)	Estimated escrow account balance (\$)	Required escrow account balance (\$)
	Opening balance			58.31	1,306.41
January	CITY TAX	448.44	995.63	-488.88	759.22*
February		448.44		-40.44	1,207.66
March		448.44		408.00	1,656.10
April	CITY TAX	448.44	995.62	-139.18	1,108.92
May		448.44		309.26	1,557.36
June		448.44		757.70	2,005.80
July	CITY TAX	448.44	679.01	527.13	1,775.23
August		448.44		975.57	2,223.67
September		448.44		1,424.01	2,672.11
October	CITY TAX	448.44	679.01	1,193.44	2,441.54
November	HAZARD INS.	448.44	1,206.00	435.88	1,683.98
December		448.44		884.32	2,132.42

* Your required escrow account balance is the amount required by federal law, state law and your mortgage contract. It may include a cushion of up to \$759.22 (up to 2/12ths of the total estimated amount being paid out of your escrow account).

Tear off here

Escrow analysis coupon

If you prefer to pay your escrow account shortage all at once, you may do so online.

CHRISTOPHER M MCCRAE

Loan Number 0039240916
Amount due \$1,248.10



Escrow Account History

This is a statement of actual activity in your escrow account shown in comparison to the projections we used in your prior escrow analysis.

Date	Description	Amounts paid into your escrow account		Amounts paid out of your escrow account		Escrow account balance	
		Estimated (\$)	Actual (\$)	Estimated (\$)	Actual (\$)	Estimated (\$)	Actual (\$)
	Opening balance					338.14	1,223.87
January	CITY TAX	247.31	674.52 *	228.49	995.63*	356.96	902.86
February		247.31	316.14 *			604.27	1,219.00
March		247.31	173.16 *			851.58	1,392.16
April	CITY TAX	247.31	247.31	228.49	995.62*	870.40	643.85
May		247.31	247.31			1,117.71	891.16
June		247.31	*			1,365.02	891.16
July	CITY TAX	247.31	*	362.40	679.01*	1,249.93	212.15
August		247.31	*			1,497.24	212.15
September		247.31	*			1,744.55	212.15
October	CITY TAX	247.31	*	362.39	679.01*	1,629.47	-466.86
November	HAZARD INS.	247.31	1,483.86 E	960.00	1,206.00E	916.78	-189.00
December		247.31	247.31 E		E	1,164.09	58.31

* An asterisk (*) beside an amount indicates a difference from projected activity either in the amount or the date. The letter (E) beside an amount indicates that the payment or disbursement has not yet occurred, but is estimated to occur as shown.

Last year, we estimated that the total amount paid out of your escrow account would be \$2,141.77.

Under federal law, your lowest actual escrow account balance should not have been more than \$356.96. Your required escrow account balance is the amount required by federal law, state law and your mortgage contract. In addition to the actual projected disbursements from the account, your escrow account balance may include an amount not greater than one-sixth (1/6) of the estimated total annual disbursements from the escrow account.

When you provide a check as payment, you authorize us either to use the information from your check to make a one-time electronic fund transfer from your account, or to process the payment as a check transaction. When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your account as soon as the same day we receive your payment, and you will not receive your check back from your financial institution. If you do not want us to use the information from your check to make a one time electronic funds transfer or if you have any questions, please call us at the phone number shown on the front of this statement.

Change of name or address

If your contact information has changed, please give us the new information below.

Name (first, middle, last)

Address (number and street)

Suite no.

City

State

Zip code

Home telephone

Business telephone

Extension

()

()

E-mail address

PHH Mortgage



2001 Bishops Gate Boulevard
Mt. Laurel NJ 08054

Tel 800 750 2518
Fax 856 917 2848

January 29, 2014

Loan Number: 0039240916

CHRISTOPHE M MCCRAE
22 AMANDA ST
SPRINGFIELD, MA 01118

Dear CHRISTOPHE M MCCRAE :

Thank you for your interest in the Homeowner Assistance Programs.

Your request for a Homeowner Assistance Program was carefully considered and we regret that we are unable to approve your request at this time.

Our decision is based on the following reason(s):

We are unable to consider you for a workout program due to the fact that you did not return the closing package.

Our decision was based in whole or in part on information obtained in a report from the consumer reporting agencies listed below. You have a right under the Fair Credit Reporting Act to know the information contained in your credit file at the consumer reporting agency. The reporting agencies played no part in our decision and are unable to supply specific reasons why we have denied credit to you. You also have the right to a free copy of your credit report from the reporting agencies, if you request it no later than 60 days after you receive this notice. In addition, if you find that any information contained in the report you receive is inaccurate or incomplete, you have a right to dispute the matter with the reporting agency.

Equifax
PO Box 740241
Atlanta, GA 30374-0241
1-800-685-1111

NOTICE: The federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age (provided the applicant has the capacity to enter into a binding contract); because all or part of the applicant's income derives from any public assistance program; or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act. The federal agencies that administer compliance with this law concerning these creditors are:

Federal Trade Commission
Equal Credit Opportunity
Washington, DC 20580

If you believe the information used to make this determination is inaccurate, please contact our Homeowner's Assistance Team immediately at (800) 750-2518.

We will work with you to explore other options that may be available to you.

For example, if your financial hardship is temporary, we may be able to help you keep your home and avoid foreclosure via a **repayment plan** or a **loan modification**. If you are experiencing a long-term or permanent financial hardship, we may be able to help you avoid foreclosure as well, but it may require selling your home (**pre-foreclosure** or **short sale**) or voluntarily giving up the deed to your property (**deed-in-lieu**).

If you have already completed a financial assistance package, supplied us with all required documentation and still need assistance, please contact us at (800) 750-2518 within the next ten (10) days to request information on additional Homeowner Assistance programs.

For additional assistance, HUD sponsors housing counseling agencies throughout the country that can provide you advice on foreclosure alternatives, budgetary issues, and even assistance with understanding this notice (simply ask for "MHA HELP" .) There is no fee for this service. If you would like assistance, you can contact a HUD-approved housing counselor at the HOPE Hotline number which is 1-888-995-HOPE.

As always, please contact me at (800) 750-2518 ext. 84232 if you have any questions or need additional information about our Homeowner Assistance Programs.

Sincerely,

Jordan Werte
Case Manager

PHH Mortgage**PHH**2001 Bishops Gate Blvd
Mt. Laurel, NJ 08054Tel 800-449-8767
Fax 856-917-8300

June 3, 2014

Christopher McCrae
22 Amanda Street
Springfield MA 01118Re: Case Number: 140415-002116
Re: Loan Number: 0039240916

Dear Mr. McCrae

This letter is in response to the complaint filed with the Consumer Financial Protection Bureau ("CFPB") against PHH Mortgage Corporation ("PHHMC") in which you raise concerns about the loss mitigation process and payment application.

Servicing records reflect that on September 11, 2013 you were approved for a Trial Period Plan for three monthly payments in the amount of \$860.62 for October 1, 2013 through December 1, 2013 and your loan was currently showing due for the June 1, 2013 payment.

Our records reflect that your payments were made and applied to suspense on the below dates:

- October 22, 2013 in the amount of \$862.00
- November 20, 2013 in the amount of \$863.00
- December 30, 2013 in the amount of \$875.00

Upon completion of your trial period plan a closing package was sent to you on December 2, 2013 with the final terms of your modification agreement. Please be advised that there was an increase in your monthly payments as an annual escrow analysis was completed on November 19, 2013, which revealed an increase in annual city taxes. The analysis revealed an escrow shortage of \$1,248.10 which was spread over a twelve month period adding an additional \$104.01 to the payment amount due. On January 29, 2014 your application was denied as you failed to return the completed modification agreement.

Furthermore, servicing records reflect that no further payments were received after December 2013 and a notice of intent to foreclose was sent to you on July 21, 2013 which advised that your property was in default and due for the June 1, 2013 payment.

Lastly, please be advised that you were previously approved for a Trial Period Plan as at the time of application you were employed and had financials to be reviewed. Unfortunately, as you are currently unemployed we are unable to determine your loan for eligibility under a traditional financial review. However, we were able to approve you for an Unemployment Forbearance which provides you the opportunity to pay a reduced payment of 580.00 for 6 months beginning with the May 1, 2014 Payment and a 60 day foreclosure hold was placed on your account to cease foreclosure activity.

Log in to MortgageQuestions.com — your servicing website connection.

PHH Mortgage**PHH**

2001 Bishops Gate Blvd
Mt. Laurel, NJ 08054

Tel 800-449-8767
Fax 856-917-8300

If you have additional concerns or questions, please contact me directly at 1-866-435-7085, ext. 82506. My hours are Monday through Friday, 9:30 A.M. to 6:00 P.M (Eastern).

Yours sincerely,



Eleanor F. Smith
Liaison, Office of the President
PHH Mortgage Corporation

Enclosure

PHH Mortgage**PHH**2001 Bishops Gate Blvd
Mt. Laurel, NJ 08054Tel 800-449-8767
Fax 856-917-8300

June 3, 2014

Christopher McCrae
22 Amanda Street
Springfield MA 01118Re: Case Number: 140415-002116
Re: Loan Number: 0039240916

Dear Mr. McCrae

This letter is in response to the complaint filed with the Consumer Financial Protection Bureau ("CFPB") against PHH Mortgage Corporation ("PHHMC") in which you raise concerns about the loss mitigation process and payment application.

Servicing records reflect that on September 11, 2013 you were approved for a Trial Period Plan for three monthly payments in the amount of \$860.62 for October 1, 2013 through December 1, 2013 and your loan was currently showing due for the June 1, 2013 payment.

Our records reflect that your payments were made and applied to suspense on the below dates:

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- November 20, 2013 in the amount of \$863.00
- December 30, 2013 in the amount of \$875.00

Upon completion of your trial period plan a closing package was sent to you on December 2, 2013 with the final terms of your modification agreement. Please be advised that there was an increase in your monthly payments as an annual escrow analysis was completed on November 19, 2013, which revealed an increase in annual city taxes. The analysis revealed an escrow shortage of \$1,248.10 which was spread over a twelve month period adding an additional \$104.01 to the payment amount due. On January 29, 2014 your application was denied as you failed to return the completed modification agreement.

Furthermore, servicing records reflect that no further payments were received after December 2013 and a notice of intent to foreclose was sent to you on July 21, 2013 which advised that your property was in default and due for the June 1, 2013 payment.

Lastly, please be advised that you were previously approved for a Trial Period Plan as at the time of application you were employed and had financials to be reviewed. Unfortunately, as you are currently unemployed we are unable to determine your loan for eligibility under a traditional financial review. However, we were able to approve you for an Unemployment Forbearance which provides you the opportunity to pay a reduced payment of \$80.00 for 6 months beginning with the May 1, 2014 Payment and a 60 day foreclosure hold was placed on your account to cease foreclosure activity.

Log in to MortgageQuestions.com — your servicing website connection.

CFPB CASE #

140506-000027

POSTED TO CFPB SITE 6/3/2014

PHH Mortgage



2001 Bishops Gate Blvd
Mt. Laurel, NJ 08054

Tel 800-750-2518
Fax 856-917-2848

04/09/2014

Christopher M McCrae
22 Amanda St
Springfield, MA 01118

Loan#: 0039240916
Property: 22 Amanda St
Springfield, MA 01118

THIS IS NOT ME!
IM DAVID McCRAE

MY LOAN IS #16371056

I LIVE IN TEXAS!

AT 350 CEE RUN

Dear Christopher McCrae,

Thank you for contacting us about your mortgage. We are committed to working with our borrowers who may be experiencing financial difficulties. Based on a careful review of the information you provided to us, you have been approved for a Forbearance Plan. This Forbearance Plan is a temporary reduction of your mortgage payments intended to allow you the time and flexibility to manage the financial challenges affecting your ability to pay your mortgage.

As a reminder, I am your Single Point of Contact Case Manager. I am here to assist you with any questions that you might have about this letter. My direct contact number is (800)-936-8303, extension 84232 and my email address is Jordan.werle@mortgagefamily.com.

Forbearance Plan Terms

Beginning on [May 1, 2014] and on the [1st] day of each month during the term of your Forbearance Plan you may make a monthly payment of \$[580.00] in lieu of your regular monthly mortgage payment. The term of your Forbearance Plan is [6] months. This is the number of months that you are eligible to make the reduced monthly mortgage payment.

Other terms of your mortgage remain unchanged during this Forbearance Plan. As a result of making reduced payments, you will become delinquent on your mortgage and your credit score may be impacted.¹

To Suspend Foreclosure

You must contact me at (800)-936-8303, extension 84232 or in writing at the address provided below by no later than *May 1, 2014* to indicate your intent to accept this offer, or alternatively, submit your payment of \$580.00 by that same date to accept this offer. If you contact us or make payment by *April 23, 2014* to indicate your intent to accept this offer, we will not refer your loan to foreclosure, or if your loan has been referred to foreclosure, we will suspend the next legal action in the foreclosure proceedings.

However, if you do not respond by April 23, 2014, foreclosure proceedings may continue, and a foreclosure sale may occur, even if such sale is scheduled prior to [May 1, 2014], the due date of your first

¹ **Credit Reporting:** Please note that we will continue to report the delinquency status of your loan to credit reporting agencies as well as your entry into a Forbearance Plan in accordance with the requirements of the Fair Credit Reporting Act and the Consumer Data Industry Association requirements.

CREDIT SCORING COMPANIES GENERALLY CONSIDER THE ENTRY INTO A PLAN WITH REDUCED PAYMENTS AS AN INCREASED CREDIT RISK. AS A RESULT, ENTERING INTO A PLAN WITH REDUCED PAYMENTS MAY ADVERSELY AFFECT YOUR CREDIT SCORE, PARTICULARLY IF YOU ARE CURRENT ON YOUR MORTGAGE OR OTHERWISE HAVE A GOOD CREDIT SCORE.

Log in to MortgageQuestions.com — your servicing website connection.