



Projected Mail Date: 3-5 days

Exp. Date: N/A

1st  2nd  3rd Mortgage

Lender Contact Name:

Phone w/ex: -

Subject Property

**Preliminary Resolve Notice for File:**

Dear Mr./Mr \_\_\_\_\_

This letter is to notify you of the resolution agreed to by your lender. We appreciate the trust placed in us. We are excited to inform you of the new terms of your mortgage:

On 6/5/08 Mr./Mrs. \_\_\_\_\_ from Fifth Third Bank informed us of the following modification to your loan:

Previous Balance: 21,998  
Principal Balance Reduction: \_\_\_\_\_  
New Balance: 21,998

Past due amount added to principle:  
Past due amount not added to principle:

Previous Payment: 145.11  
Monthly payment Reduction: 52.36  
Good Faith or Down Payment: N/A  
New Payment: 92.75

Escrow Amount: \_\_\_\_\_ P & I\_ Interest Only\_

Due Date: Regular payment  
Due Date: Regular prime  
Escrow Amount: \_\_\_\_\_ P & I\_ Interest Only\_

Previous Interest Rate: 6%  
Interest Rate Reduction: 3%  
New Rate: 3%  
Years/Months: 24 months

Fixed\_ Arm   
Fixed  Arm\_

2nd Mortgage Balance:  
Cash Settlement:  
2nd Mortgage Savings:

Total savings (lifetime of loan) Principal Balance Reduction:  
Total Payment Savings:  
Total Interest Savings:  
Cash Settlement Savings:  
**TOTAL SAVINGS:**

*will be making  
24 month principal  
AT 3% after  
After that goes  
to fixed 6%  
Also doing  
car loan to  
0% for life*

Your lender may follow-up with written confirmation of this resolution. Don't hesitate to call us if you have any questions regarding your modification.

Thank you for allowing Choice Loan Consulting to go to work for you. We appreciate your business. On behalf of the team we want to let you know that it has been our privilege to serve you. We look forward to helping you in any way possible in the future and wish you the best in all that you do!

Sincerely,

Your friends at Choice Loan Consulting



June 11, 2009

RE: Loan:  
Secured Property: (\_\_\_\_\_  
Original credit line amount: **\$22,000.00**  
Date of original mortgage note: **08/21/2007**

(The foregoing is called the "Mortgage")

Dear Harold:

This letter constitutes an offer to modify the Mortgage (identified above), subject to the terms and conditions stated below. This letter contains the terms of our offer to which you may accept by signing the enclosed loan modification agreement. When signed by you, the loan modification agreement will constitute your agreement to the terms and conditions stated below.

**If you want to accept this offer, you must sign the Loan Modification Agreement and deliver it and the required down payment of \$0.00 payable to Fifth Third Bank in Certified Funds Only by 06/19/2009. Failure to do so will result in the automatic withdrawal by Fifth Third Bank of the offer to modify without further notice.**

#### TERMS OF OFFER FOR MODIFIED MORTGAGE

We hereby offer to modify the Mortgage identified above, as follows:

Section A: Terms of Modification. The Mortgage will be modified to reflect the following terms:

- 1) Your right to receive advances is terminated and you will begin making payments of principal and interest.
- 2) The unpaid balance is **\$22,135.92** consisting of **\$21,998.49** principal and **\$137.43** deferred interest. The unpaid balance does not include lender placed insurance, if any.
- 3) Interest on the unpaid principal balance will be charged at the rate of **3.50% fixed for 24 months**.
- 4) The monthly payment of principal and interest during the 24-month period will be **\$98.78**. The monthly payment does not include optional insurance, if applicable.
- 5) Your first monthly payment under this modification will be due **06/25/2009**.
- 6) The 24-month period will begin with the **06/25/2009** payment and will end with the **05/25/2011** payment. After the expiration of the 24-month period the interest rate will be fixed at **6.00%** and the monthly payment of principal and interest will be **\$135.32**.
- 7) The maturity date of the loan is extended to **05/25/2039**.
- 8) **There will be a balloon payment in the amount of \$137.43 (the deferred interest) due at maturity.**

OVERNIGHT ADDRESS: (use full address)

FIFTH THIRD BANK  
MADISONVILLE OPERATION CENTER  
MDIMOB17-ATTN: Eric Cooper  
5001 KINGSLEY DRIVE  
CINCINNATI, OH 45227

## LOAN MODIFICATION AGREEMENT

(Temporary Rate Reduction - Extended Term - Conversion of Equity Line to Amortizing Loan)

This Loan Modification Agreement (the "Agreement") is made on 06/08/2009, between *Harold Kennedy* ("Borrower(s)") and *Fifth Third Bank* ("Lender").

The parties recite and declare that:

a. Lender is the holder of a home equity credit line agreement made by Borrower(s), dated 08/21/2007 principal sum of *Twenty Two Thousand Dollars (\$22,000.00)* together with interest thereon at a variable rate more fully set forth therein (the "Note").

b. The Note is secured by a Security Instrument bearing the same date (the "Security Instrument") that is recorded in the office of the \_\_\_\_\_ County Recorder's Office, in Book or Liber \_\_\_\_\_, at Page(s) \_\_\_\_\_ which covers and is now a lien on the property whose street address is \_\_\_\_\_ (the "Property"), and is further described in the Security Instrument and on Exhibit "A" attached hereto.

c. Borrower(s) is/are now the owner(s) and holder(s) of the Property, on which the Security Instrument is a valid lien. There are no defenses or offsets to the Note or Security Instrument.

d. This modification is in effect for a 24 month period beginning 06/08/2009. The first payment under the 24-month period will be due on 06/25/2009 and the last payment under the 24-month period will be due on 05/25/2011.

In consideration of the mutual promises and agreements exchanged, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree that, notwithstanding anything contained in the Note and Security Instrument to the contrary:

1. The parties agree that Borrower(s) right to receive periodic extensions of credit (loan advances) under the Note is terminated and that Borrower(s) will begin making payments of principal and interest to payoff the balance due on the Note as provided herein.

2. The amount payable under the Note as of 06/08/2009 (the "Unpaid Balance") is *Twenty Two Thousand One Hundred Thirty Five Dollars and Ninety Two Cents (\$22,135.92)*, which consists of *\$21,998.49* (the "Unpaid Principal Balance") and interest of *\$137.43* (the "Deferred Interest").

3. Borrower(s) promise(s) to pay to the order of Lender the Unpaid Principal Balance, plus interest thereon to the order of the Lender. Interest will be charged on the Unpaid Principal Balance at a modified yearly rate of 3.50% from 06/08/2009. Borrower further agrees to pay to the order of Lender the Deferred Interest on the Maturity Date.

The parties also agree and acknowledge that as of 06/08/2009 the monthly payment of principal and interest due under the Note is *Ninety-Eight Dollars and Seventy Eight Cents (\$98.78)*. Borrower(s) will begin making monthly payments in this amount on 06/25/2009, and will continue to do so thereafter on the same day of each succeeding month until 05/25/2011.

The parties further agree that upon expiration of the 24-month period that the interest rate shall be fixed at 6.00%. Therefore, beginning with the 06/25/2011 payment the Borrower(s) shall make monthly payments of \$135.32, and will continue to do so thereafter on the same day of each succeeding month until the Maturity Date. The parties agree that the Maturity Date of the Note and Security Instrument is extended to 05/25/2039. Borrower(s) acknowledges that the Note, as modified, is not payable in installments of equal amounts. An installment of \$137.43 will be due on 05/25/2039.

If on the Maturity Date, Borrower(s) still owes amounts under the Note and Security Instrument, as amended by this agreement, Borrower(s) will pay these amounts in full on the Maturity Date. If a financial hardship continues at this time, Borrower(s) may request a re-evaluation to determine if further modifications can be made.

Borrower(s) will deliver all following payments to *Fifth Third Bank*, P.O. Box 630778, Cincinnati, OH 45263, or at such other place as Lender requires.

Borrower(s) acknowledge that extension of the Maturity Date does not extend the term of coverage of any credit life or disability insurance beyond the original loan term.

4. If all or part of the Property or any interest in it is sold or transferred (or if a beneficial interest in the Borrower(s) is sold or transferred and the Borrower(s) is/are not a natural person(s)) without Lender's prior written consent, Lender may, at its option, require immediate repayment in full of all sums secured by this Security Instrument.

If Lender exercises this option, Lender shall give Borrower(s) 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(s) must pay all sums secured by this Security Instrument. If Borrower(s) fail(s) to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand of Borrower(s).

5. Borrower(s) also will comply with all other covenants, agreements, and requirements of the Note and Security Instrument, which are incorporated herein by reference, including without limitation, Borrower(s)' covenants and agreements to make all payment of taxes, insurance premiums, assessments, escrow items, impounds, and all other payments that Borrower(s) is/are obligated to make under the Security Instrument.

6. Borrower(s) understand and agree 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 contained in the Note and Security Instrument shall be and remain in full force and effect, except as herein modified, and none of the Borrowers' 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 Lenders' rights under or remedies on the Note and Security Instruments, whether such rights or remedies arise there under 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. Borrowers are presently in default under the terms of the Note and Security Instrument.

d. Borrowers have no right of set-off or counterclaim, or any defense to the obligations of the Note or Security Instrument.

e. Nothing in this Agreement shall be understood or construed to be satisfaction or release in whole or in part of the Note or Security Instrument.

f. All costs and expenses incurred by Lender in connection with this Agreement, including recording fees, title examination, and attorneys' fees shall be paid by the Borrowers and shall be secured by the Security Instrument, unless stipulated otherwise by Lender.

g. Borrowers agree 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 Borrowers.

7. Borrower(s) further acknowledges and agrees to further release, discharge, and accord the Lender, and its agents, attorneys, officers, directors, shareholders, subsidiaries, affiliates, successors, heirs, personal representatives and assigns, from all manners of action, causes of action, judgments, executions, debts, demands, rights, damages, costs, expenses and claims of every kind, nature and character whatsoever, whether in law or in equity, accrued or unaccrued, known or unknown, liquidated or unliquidated, certain or contingent, which it ever had, against the Lender.

8. Nothing in this Agreement shall be understood or construed to be a satisfaction or release in whole or in part of the Note or Security Instrument. Except as otherwise specifically provided in this Agreement, the Note and Security Instrument will remain in full force and effect and unchanged, and Borrower(s) and Lender will be bound by, and comply with, all of the terms and provisions thereof, as amended by this Agreement.

Borrower(s)

*Donald Kennedy* (Sign and date)

(Print Name)

*N*

*Fifth Third Bank*

By

This instrument was prepared by: Fifth Third Bank, Madisonville Operation Center, in Cincinnati, Ohio 45263.