

# WaMu' is becoming CHASE

Washington Mutual (PL5-7201)  
7255 Baymeadows Way  
Jacksonville, FL 32256-6851

APRIL 15, 2009

KONG  
[Redacted]

## We Want to Help You Stay in Your Home

Account: 3014270148 (the "Loan")

Property Address: [Redacted]  
LOS ANGELES, CA 90068  
(the "Property")

Dear Mortgagor(s):

Washington Mutual, a Division of JPMorgan Chase Bank, N.A. ("Washington Mutual") has reviewed your request for a Loan Modification, and we are pleased to enclose a Loan Modification Agreement ("Agreement") for your review and signature. This Agreement will allow you to bring your Loan current and continue making the new monthly payment for the remainder of the loan term (which may be extended). For more information regarding the Agreement, please see the following:

### Terms of the Agreement

- \* The total amount due to modify your Loan is \$0.00. This amount is itemized below. This amount includes late charges, foreclosure fees, property inspection fees, plus any other miscellaneous fees previously discussed. Washington Mutual reserves the right to adjust this figure and refuse any funds which are insufficient for any reason, including but not limited to additional disbursement(s) made by Washington Mutual on or after the date of this statement and our receipt of the funds.

Initial Payment Contribution	\$0.00
Less Funds Held in Suspense	(\$0.00)
<b>Total due</b>	<b>\$0.00</b>

- \* Please note this Agreement will not be honored without receipt of this amount in the form of certified funds by APRIL 27, 2009.

LOAN #: 3014270148

- \* The Unpaid Principal Balance of your Loan will be adjusted as follows:

Current Unpaid Principal Balance	\$1,499,996.99
Interest	\$25,312.44
Escrow Advance <sup>1</sup>	\$0.00
Recoverable Balance, Foreclosure/Bankruptcy Costs (If applicable) <sup>2</sup>	\$0.00
Less Credits	(\$0.00)
<b>Adjusted Unpaid Principal Balance</b>	<b>\$1,525,309.43</b>

<sup>1</sup> Funds that Washington Mutual has advanced on your behalf to pay taxes and/or insurance premiums or other escrow items.

<sup>2</sup> These are servicing expenses and/or fees (such as NSF fees) that have been assessed to your account.

- \* The new principal and interest payment will be \$4,725.58, plus escrow funds of \$0.00, which equals a new total monthly payment amount of \$4,725.58. Please note this amount is subject to change if there is an increase or decrease in your taxes or insurance premiums or other escrow items.
- \* Your new due date, upon returning this signed Agreement, will be JUNE 1, 2009.
- \* To reduce your mortgage payment, we will extend the term of your mortgage. This means we will spread your payments over a longer period.
- \* To reduce your mortgage payment, we will change the amortization of your mortgage. This means we will calculate your payment amount using a term that is different from the term of your Loan. This will result in a balloon payment that is due at the time you pay off the loan, at the time you sell the Property, or on the maturity date of the loan. If your loan currently has a balloon payment feature, the balloon payment resulting from this modification may be different.
- \* The interest rate on your modified Loan will be adjusted as noted in section 2.C of the attached Agreement.
- \* To further reduce your mortgage payment, we will not collect interest on a portion of your outstanding principal, and you will not be required to make monthly payments on that portion. This portion of principal will be due when you pay off the modified Loan, which will be when you sell or transfer an interest in your house, refinance the Loan, or make the last scheduled payment.
- \* The enclosed Agreement includes a payment schedule in Section 2.C showing your payment plan for the life of your modified Loan.
- \* There are no fees or other charges for this Modification.

#### Flood Notice

If your Modification includes an extension of the maturity date for your Loan and the Property is located in a Special Flood Hazard Area (SFHA), as part of this payment extension process, we are required by law to send you another flood notice confirming your Property's flood status. We are required to do so even though we periodically check to ensure that you have flood insurance. As a result, if you receive this additional notice from us, all you need to do is to immediately sign the Flood Notice Acknowledgment as required, and return it to us. The Modification will not be processed until the signed Acknowledgment is

LOAN #: 3014270148

returned.

Please also note that you are responsible for continuing any insurance coverage on your Property beyond the original maturity date of your Loan.

**Action Required**

To accept this offer, please review the enclosed Modification Agreement, sign and date where indicated, and return the entire Agreement (all pages), along with the signed Flood Notice Acknowledgment (if applicable) in the enclosed overnight envelope to the address provided below by APRIL 27, 2009. You should retain an additional copy for your records. If the enclosed Agreement has notary provisions at the end you must execute both copies of the Agreement before a notary and

Overnight/Regular Mail: Washington Mutual  
Attention Homeowner's Assistance Department  
Mail Code FL5-7201  
7255 Baymeadows Way  
Jacksonville, FL 32256-6851

If you have any questions Please contact us at the number provided below. At Washington Mutual, we value you as a customer and want to ensure your continued satisfaction.

Sincerely,  
Homeowner's Assistance Department  
Washington Mutual

(866) 926-8937  
(800) 841-1743 TDD / Text Telephone  
(904) 886-1329 Fax

**Enclosures**

1. Two (2) Copies of Loan Modification Agreement
2. Overnight Return Envelope
3. Borrower Declination Document

For California customers, the state Rosenthal Fair Debt Collection Practices Act and the federal Fair Debt Collection Practices Act require that, except under unusual circumstances, collectors may not contact you before 8 a.m. or after 9 p.m. They may not harass you by using threats of violence or arrest or by using obscene language. Collectors may not use false or misleading statements or call you at work if they know

LOAN #: 3014270148

or have reason to know that you may not receive personal calls at work. For the most part, collectors may not tell another person, other than your attorney or spouse, about your debt. Collectors may contact another person to confirm your location or enforce a judgment. For more information about debt collection activities, you may contact the Federal Trade Commission toll-free at (877) FTC-HELP or [www.ftc.gov](http://www.ftc.gov).

Washington Mutual, a Division of JPMorgan Chase Bank, N.A. is attempting to collect a debt, and any information obtained will be used for that purpose.

We may report information about your account to credit bureaus. Late payments, missed payments, or other defaults on your account may be reflected in your credit reports.

If you are represented by an attorney, please refer this letter to your attorney and provide us with the attorney's name, address, and telephone number.

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 does not constitute a demand for payment or an attempt to impose personal liability for such obligation.

## LOAN MODIFICATION AGREEMENT

Borrower ("I")<sup>1</sup>: **KONSTANTIN RADZINSKY**

Lender ("Lender"): **JPMorgan Chase Bank, National Association**

Date of First Lien Security Instrument ("the Mortgage") and Note ("the Note"): **AUGUST 9, 2007**

Loan Number: **3014270148** (the "Loan")

Property Address: **3264 DE WITT DR  
LOS ANGELES, CA 90068**  
(the "Property")

If my representations in Section 1 continue to be true in all material respects, then the provisions of Section 2 of this Loan Modification Agreement ("Agreement") will, as set forth in Section 2, amend and supplement (i) the Mortgage on the Property, and (ii) the Note secured by the Mortgage. The Mortgage and Note together, as may previously have been amended, are referred to as the "Loan Documents." Capitalized terms used in this Agreement have the meaning given to them in the Loan Documents.

I have provided confirmation of my financial hardship and documents to permit verification of all of my income to determine whether I qualify for the offer described in this Agreement. This Agreement will not take effect unless and until the Lender signs it.

1. **My Representations.** I represent to the Lender and agree:
  - A. I am experiencing a financial hardship, and as a result, am either in default under the Loan Documents or a default is imminent.
  - B. The Property is neither in a state of disrepair, nor condemned.
  - C. There has been no change in the ownership of the Property since I signed the Loan Documents.
  - D. I am not a party to any litigation involving the Loan Documents, except to the extent I may be a defendant in a foreclosure action.
  - E. I have provided documentation for all income that I earn.
  - F. All documents and information I provide pursuant to this Agreement are true and correct.
  
2. **The Modification.** The Loan Documents are hereby modified as of **MAY 1, 2009**, (the "Modification Effective Date"), and all unpaid late charges are waived. The Lender agrees to suspend any foreclosure activities so long as I comply with the terms of the Loan Documents, as modified by this Agreement. The Loan Documents will be modified, and the first modified payment will be due on the date set forth in this Section 2:

<sup>1</sup> If there is more than one Borrower or Mortgagee executing this document, each is referred to as "I." For purposes of this document, the singular (such as "I") shall include the plural (such as "we") and vice versa where appropriate.

A. The Maturity Date will be: MAY 1, 2049.

B. The modified principal balance of my Note will include all amounts and arrearages that will be past due (excluding unpaid late charges) and may include amounts towards taxes, insurance, or other assessments. The new principal balance of my Note is \$1,525,309.43 (the "New Principal Balance").

C. \$205,258.13 of the New Principal Balance shall be deferred (the "Deferred Principal Balance"), and I will not pay interest or make monthly payments on this amount. The New Principal Balance less the Deferred Principal Balance shall be referred to as the "Interest Bearing Principal Balance," and this amount is \$1,320,051.30. The Interest Bearing Principal Balance will re-amortize over 480 months.

Interest will begin to accrue as of MAY 1, 2009. The first new monthly payment on the New Principal Balance will be due on JUNE 1, 2009, and monthly on the same date thereafter.

This Section 2.C does not apply to the repayment of any Deferred Principal Balance and such a balance will be repaid in accordance with Section 2.D. My payment schedule for the modified Loan is as follows:

I promise to pay monthly payments according to the following schedule with respect to the Interest Bearing Principal Balance:

Years	Interest Rate	Interest Rate Change Date	Monthly Principal and Interest Payment Amount	Payment Begins On	Number Of Monthly Payments
1-3	3.000%	05/01/2009	\$4,725.58	06/01/2009	36
4	4.000%	05/01/2012	\$5,469.56	06/01/2012	12
5-40	4.850%	05/01/2013	\$6,130.10	06/01/2013	432
N/A	N/A	N/A	N/A	N/A	N/A
N/A	N/A	N/A	N/A	N/A	N/A

The Lender will notify me of the payment amount prior to the date that the monthly payment on the Interest Bearing Principal Balance will change.

The Deferred Principal Balance of \$205,258.13 will be due on the maturity date unless due earlier in accordance with Section 2.D.

The above terms in this Section 2.C shall supersede any provisions to the contrary in the Loan Documents, including but not limited to provisions for an adjustable or step interest rate.

D. I agree to pay in full (i) the Deferred Principal Balance, if any; and (ii) any other amounts still owed under the Loan Documents, by the earliest of the date I sell or transfer an interest in the Property, subject to Section 3.E below, the date I pay the entire Interest Bearing Principal Balance, or the Maturity Date.