

MAKING HOME AFFORDABLE



NOTICE TO BORROWERS

Be advised that you are signing the following documents under penalty of perjury. Any misstatement of material fact made in the completion of these documents including but not limited to misstatement regarding your occupancy in your home, hardship circumstances, and/or income will subject you to potential criminal investigation and prosecution for the following crimes: perjury, false statements, mail fraud, and wire fraud. The information contained in these documents is subject to examination and verification. Any potential misrepresentation will be referred to the appropriate law enforcement authority for investigation and prosecution.

By signing the enclosed documents you certify, represent and agree that:

"Under penalty of perjury, all documents and information I have provided to Lender in connection with this Agreement, including the documents and information regarding my eligibility for the program, are true and correct."

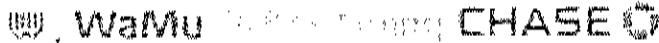
SIGTARP Hotline

If you are aware of fraud, waste, abuse, mismanagement or misrepresentations affiliated with the Troubled Asset Relief Program, please contact the SIGTARP Hotline by:

Online Form: www.SIGTARP.gov
Phone: 877-SIG-2009 (toll-free)
Fax: 202-622-4559
Mail to: Hotline
Office of the Special Inspector General
For The Troubled Asset Relief Program
1500 Pennsylvania Ave. NW, Suite 1064
Washington, D.C. 20220

For all other inquiries related to your mortgage, please contact your Lender





You may be able to make your payments more affordable.

Act now to get the help you need!

JUNE 01, 2009

Loan #: _____
Property Address: _____

Dear _____

You may qualify for a Home Affordable Modification Trial Period Plan – a way to make your payment more affordable.

We have enclosed a customized Home Affordable Modification Trial Period Plan ("Trial Period Plan") if you qualify under the federal government's Home Affordable Modification program and comply with the terms of the Trial Period Plan, we will modify your mortgage loan and you can avoid foreclosure.



PROVIDE THE INFO WE NEED TO HELP YOU

Detailed instructions on what you need to do to take advantage of this offer are set forth on the enclosed document entitled "Complete Your Checklist." Generally, you will need to:

- Explain the financial hardship that makes it difficult for you to pay your mortgage loan using the required hardship Affidavit (enclosed).
- Submit the required documentation of your income. (If you submitted the required documentation within the last 30 days, you do not have to resubmit this documentation unless it has changed).
- Make timely monthly trial period payments. (If your loan is in foreclosure, your trial period payments must be made with certified funds.)

The monthly trial period payments are based on the income information that you previously provided to us. They are also our estimate of what your payment will be IF we are able to modify your loan under the terms of the program. If your income documentation does not support the income amount that you previously provided in our discussions, two scenarios can occur:

- 1) Your monthly payment under the Trial Period Plan may change
- 2) You may not qualify for this loan modification program

If you do not qualify for a loan modification, we will work with you to explore other options available to help you keep your home or ease your transition to a new home.



LET US KNOW THAT YOU ACCEPT THIS OFFER

Please let us know no later than **JULY 01, 2009** that you accept the Trial Period Plan by returning the signed Trial Period Plan, along with other required documents and first payment. Now is the time to act. We are ready to help you. Please take the steps outlined on the enclosed document "Complete Your Checklist."

Additionally, you may receive a phone call from one of our representatives following your receipt of this letter to discuss our offer. Please take advantage of that opportunity to start a dialog and get the help you need. More importantly, please don't hesitate to call us directly if you have any questions at (866) 926-8937.

Sincerely,

JPMORGAN CHASE BANK, NA, SUCCESSOR TO WASHINGTON MUTUAL BANK

We are attempting to collect a debt, and any information obtained will be used for that purpose.

Attachments: Complete Your Checklist, Important Program Info, Frequently Asked Questions, Two copies of the Trial Period Plan, Hardship Affidavit, and IRS Form 4506 T



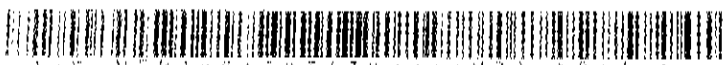
becomes 60 days delinquent, you will lose all accrued but unapplied principal reduction benefits and will no longer be eligible to accrue additional principal reduction benefits even if the mortgage loan is later brought current. If you qualify for the modification under the Home Affordable Modification Program but do not qualify for the incentives, we will let you know at the time the trial modification is offered and give you the opportunity to consider other options.

CREDIT COUNSELING. If you have very high levels of debt you will be required to obtain credit counseling under the Home Affordable Modification program.

CREDIT REPORTING. During the trial period, we may continue to report your loan as delinquent to the credit reporting agencies even if you make your trial period payments on time. However, after your loan is modified, we will only report the loan as delinquent if the modified payment is not received in a timely manner.

BANKRUPTCY. IF YOU ARE CURRENTLY SUBJECT TO THE PROTECTIONS OF ANY AUTOMATIC STAY IN BANKRUPTCY, OR HAVE OBTAINED A DISCHARGE IN A BANKRUPTCY PROCEEDING, NOTHING IN THE TRIAL PERIOD PLAN, ANY FINAL MODIFICATION AGREEMENT, OR ANY OTHER DOCUMENT EXECUTED IN CONNECTION WITH THIS OFFER SHALL BE CONSTRUED AS AN ATTEMPT BY US TO IMPOSE PERSONAL LIABILITY FOR THE LOAN.

OTHER LOAN FEATURES. By accepting the Trial Period Plan you agree that any assumption feature, bi-weekly payment feature, or any "Timely Payment Rewards" program applicable to your loan are cancelled as of the date the trial period begins. We may require that all trial period payments and continuing payments under a final Modification Agreement be paid on the first of each month.



1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 32 33 34 35 36 37 38 39 40 41 42 43 44 45 46 47 48 49 50

2. **The Trial Period Plan.** On or before each of the following due dates, I will pay the Lender the amount set forth below ("Trial Period Payment"), which includes payment for Escrow items, including real estate taxes, insurance premiums and other fees, if any, of U.S. \$1,324.94

Trial Period Payment #	Trial Period Payment	Due Date On or Before
1	\$1,324.94	07/01/2009
2	\$1,324.94	08/01/2009
3	\$1,324.94	09/01/2009

The Trial Period Payment is an estimate of the payment that will be required under the modified loan terms, which will be finalized in accordance with Section 3 below.

During the period (the "Trial Period") commencing on the Trial Period Effective Date and ending on the earlier of: (i) the first day of the month following the month in which the last Trial Period Payment is due (the "Modification Effective Date") or (ii) termination of this Plan, I understand and acknowledge that:

- A. TIME IS OF THE ESSENCE under this Plan;
- B. Except as set forth in Section 2.C. below, the Lender will suspend any scheduled foreclosure sale, provided I continue to meet the obligations under this Plan, but any pending foreclosure action will not be dismissed and may be immediately resumed from the point at which it was suspended if this Plan terminates, and no new notice of default, notice of intent to accelerate, notice of acceleration, or similar notice will be necessary to continue the foreclosure action; all rights to such notices being hereby waived to the extent permitted by applicable law;
- C. If my property is located in Georgia, Hawaii, Missouri, or Virginia and a foreclosure sale is currently scheduled, the foreclosure sale will not be suspended and the lender may foreclose if I have not made each and every Trial Period Payment that is due before the scheduled foreclosure sale. If a foreclosure sale occurs pursuant to this Section 2.C., this agreement shall be deemed terminated;
- D. The Lender will hold the payments received during the Trial Period in a non-interest bearing account until they total an amount that is enough to pay my oldest delinquent monthly payment on my loan in full. If there is any remaining money after such payment is applied, such remaining funds will be held by the Lender and not posted to my account until they total an amount that is enough to pay the next oldest delinquent monthly payment in full;
- E. When the Lender accepts and posts a payment during the Trial Period it will be without obligation to, and will not be deemed a waiver of, the acceleration of the loan or foreclosure action and related activities and shall not constitute a cure of my default under the Loan Documents unless such payments are sufficient to completely cure my entire default under the Loan Documents;
- F. If prior to the Modification Effective Date, (i) the Lender does not provide me a fully executed copy of this Plan and the Modification Agreement; (ii) I have not made the Trial Period payments required under Section 2 of this Plan; or (iii) the Lender determines that my representations in Section 1 are no longer true and correct, the Loan Documents will not be modified and this Plan will terminate. In this event, the Lender will have all of the rights and remedies provided by the Loan Documents, and any payment I make under this Plan shall be applied to amounts I owe under the Loan Documents and shall not be refunded to me; and



c. I understand that the Plan is not a modification of the Loan Documents and that the Loan Documents will not be modified unless and until (i) I meet all of the conditions required for modification, (ii) I receive a fully executed copy of a Modification Agreement, and (iii) the Modification Effective Date has passed. I further understand and agree that the Lender will not be obligated or bound to make any modification of the Loan Documents if I fail to meet any one of the requirements under this Plan.

d. **The Modification** I understand that once Lender is able to determine the final amounts of unpaid interest and any other delinquent amounts (except late charges) to be added to my loan balance and after deducting from my loan balance any remaining money held at the end of the Final Period under Section 2.D. above, the Lender will determine the new payment amount. If I comply with the requirements in Section 2 and my representations in Section 1 continue to be true in all material respects, the Lender will send me a Modification Agreement for my signature which will modify my Loan Documents as necessary to reflect this new payment amount and waive any unpaid late charges accrued to date. Upon execution of a Modification Agreement by the Lender and me, this Plan shall terminate and the Loan Documents, as modified by the Modification Agreement, shall govern the terms between the Lender and me for the remaining term of the loan.

4. **Additional Agreements.** I agree to the following.

- A. That all persons who signed the Loan Documents or their authorized representative(s) have signed this Plan, unless a borrower or co-borrower is deceased or the Lender has waived this requirement in writing.
- B. To comply, except to the extent that they are modified by this Plan, with all covenants, agreements, and requirements of Loan Documents, including my agreement to make all payments of taxes, insurance premiums, assessments, Escrow Items, impounds, and all other payments, the amount of which may change periodically over the term of my loan.
- C. That this Plan constitutes notice that the Lender's waiver as to payment of Escrow Items, if any, has been revoked, and I have been advised of the amount needed to fully fund my Escrow Account.
- D. That all terms and provisions of the Loan Documents remain in full force and effect, nothing in this 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. The Lender and I will be bound by, and will comply with, all of the terms and provisions of the Loan Documents.

in Witness Whereof, the Lender and I have executed this Plan.

Lender: JPMORGAN CHASE BANK, NA, SUCCESSOR TO WASHINGTON MUTUAL BANK

By _____

Date _____

Borrower - _____ (Sign) Date: ____/____/____

