

SELENE®

FINANCE

9990 Richmond Avenue
Suite 400 South
Houston, TX 77042
Telephone (877) 768-3759
Fax (866) 926-5498
www.selenefinance.com

Hours of Operation (CT)
Monday – Thursday: 8 a.m. - 7 p.m.
Friday: 8 a.m. – 5 p.m.

HAMP Trial Modification

5/5/2016

[REDACTED]
C/O THE FRESH START FIRM, LLC
PO BOX 71476
PHOENIX, AZ 85050

Re: Loan No: 500006218
Property: [REDACTED], GA 31313

Dear Mortgagor(s):

Selene Finance LP ("Selene") is pleased to offer you the enclosed HAMP Trial Plan Agreement ("Agreement") as the first step to assist you in retaining your home. This is your opportunity to prove that you want to keep the property and can afford to do so. The Agreement is based on certain financial information you previously provided to us and includes the terms and conditions we discussed with you.

Please read the Agreement carefully to ensure that you understand your obligations. You must comply with all of the terms and conditions to be considered for a loan modification or other permanent assistance.

Please pay on or before the due date as outlined in the Payment Plan section of the Agreement. Subsequently, continue to make trial plan payments until the final modification is received. The addresses for remitting the payments are:

Via Regular Mail
Selene Finance
P.O. Box 71243
Philadelphia, PA 19176-6243

Via Overnight Courier
Selene Finance
ATTN: Cashiering Department
9990 Richmond Avenue, Suite 400 South
Houston, TX 77042

Please return the signed Agreement to Selene in the enclosed envelope. If you have any questions concerning this Agreement, you should contact your Single Point of Contact at (877) 768-3759.

Sincerely,

David Rubio(S)
Loan Resolution Department

Selene Finance LP is a debt collector attempting to collect a debt and any information obtained will be used for that purpose.

If you received a bankruptcy discharge of this debt, this communication is not an attempt to collect the debt against you personally, but is notice of a possible enforcement of the lien against the collateral property. Also, if you are involved in a bankruptcy please note that Selene Finance LP intends to fully comply with the Code including, without limitation, the automatic stay and the provisions of any confirmed bankruptcy plan.

Attention Servicemembers and Dependents: The federal Servicemembers Civil Relief Act and certain state laws provide important protections for you, including prohibiting foreclosure under most circumstances during and twelve months after the servicemember's military or other service. Selene will not foreclose on the property of a servicemember or his or her dependent during that time, unless pursuant either to a court order or a servicemember's written waiver agreement.

LM546
NMLS#6312

HAMP TRIAL PLAN AGREEMENT

Re: Borrower(s): [REDACTED]
Property Add: [REDACTED] PHINESVILLE, GA 31313
Loan#: **500006218**

Borrower executed a promissory note (the "Note") and Mortgage/Deed of Trust/Deed to Secure Debt ("Security Instrument") on **12/23/2004** in the amount of **\$64505.00** (the "Loan"). In consideration of the benefits which Borrower and Selene Finance LP ("Selene" or "Lender") may attain by entering into this Trial Plan Agreement (this "Agreement") and for other good and valuable consideration, Borrower and Lender agree to the following:

*** PAYMENT PLAN ***

Borrower agrees to make payments in the amounts shown below on or before the date specified for each payment (the "Trial Plan Period"). Borrower agrees to continue to pay the amount listed below every month until the modification agreement is received.

<u>Date</u>	<u>Payment Amount</u>	<u>Applied To</u>
7/1/2016	\$747.49	[REDACTED]
9/1/2016	\$747.49	[REDACTED]
9/1/2016	\$747.49	[REDACTED]

PAYMENT POSTING

During the Trial Plan Period, any payments remitted will be applied to the account in accordance with the terms of the Security Instrument.

FORECLOSURE NOT DISMISSED

IN THE EVENT THAT A FORECLOSURE IS PENDING, THE FORECLOSURE ACTION WILL NOT BE DISMISSED. However, upon receipt of the signed Agreement and the first payment, the foreclosure will be placed on hold for the term of the trial period. If the Borrower defaults under this Agreement, Selene may immediately proceed with the pending foreclosure without further notice to Borrower.

LATE CHARGES

Late charges will be suspended during the Trial Plan Period. However, if the Borrower defaults under this Agreement, late charges will immediately resume based on the terms of the Note and Security Instrument.

FEES AND COSTS

Lender may assess reasonable foreclosure costs and late fees accrued prior to the signing of this Agreement. However, the Borrower is required to pay such costs and charges only once Borrower has successfully completed the payments required under this Agreement.

CHANGE IN FINANCIAL CONDITION

Borrower agrees that upon 30-days written notice, Lender has the right to increase the monthly payment required under this Agreement if Lender has verified that:

- There has been a material change in Borrower's financial condition; or
- There were significant inaccuracies in the financial information last submitted by Borrower, and that Borrower is financially able to make increased payments.

ADJUSTABLE RATE NOTE

This Agreement does not alter the manner in which interest is calculated under the Note on an Adjustable Rate Mortgage Loan, or the obligation to pay any interest that accrues during the Trial Plan Period. While this Agreement is in effect, the Note will continue to govern the rate at which interest accrues on the loan balance and how the loan balance is calculated. If interest accrues under the Note at a rate that is subject to periodic adjustments due to changes in an index (an adjustable rate mortgage), this Agreement does not limit or alter the manner in which that rate may change.

Therefore, if there is an increase in the Index Rate under the Note during the Trial Plan Period, interest will accrue on the loan balance during the Trial Plan Period at the increased rate. However, your payments under this Agreement will not change with any increase or decrease to the Index Rate. While this Agreement is in effect, you may continue to make payments in the amounts detailed in this Agreement without regard to how the Index Rate may adjust under the terms of your Note.

TERMINATION CONDITIONS

This Agreement is automatically terminated under any of the following circumstances:

- The Property is abandoned or left vacant for more than sixty (60) days.
- Borrower no longer uses the Property as a principal residence unless Borrower can evidence a temporary relocation by the primary employer or, if in the military, an assignment to a new post.
- Borrower does not make one scheduled trial payment within thirty (30) days of the trial payment plan due date.
- Borrower notifies the Lender that Borrower will not follow through and fulfill the terms of this Agreement.

Failure to comply with the terms of this Agreement may result in referral to foreclosure.

ORIGINAL NOTE AND SECURITY INSTRUMENT

All the provisions of the Note and Security Instrument, except as expressly changed by this Agreement, remain in full force and effect. Nothing contained in this Agreement will be construed to impair the Security Instrument or effect or impair Lender's rights or powers under the Note and Security Instrument. This Agreement does not constitute a waiver of the Lender's right to insist upon strict performance in the future.

The offer contained in this Agreement expires and is withdrawn unless this Agreement is executed by each Borrower and received by Selene by the down payment date and the down payment is made in accordance with the terms of this Agreement.

Date: _____

Borrower

Co-Borrower

You may return the signed and initialed Agreement to one of the following:

**Selene Finance LP
P.O. Box 422039
Houston, TX 77242-4239
Fax: (866) 926-5498
Email: loanresolution@selenefinance.com**