

SELENE[®]

FINANCE

March 13, 2015

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.

Re: Loan #: [REDACTED]
Property: [REDACTED]

Dear Mortgagor(s):

Selene Finance LP (Selene) is pleased to offer you the enclosed Trial Modification Plan ("Agreement") as the first step to retain 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 provided to us and / or any statements or representations that you made to us directly or through your duly appointed representative or counsel and includes the terms we discussed with you.

Please read the Agreement carefully to ensure that you understand your obligations. You must comply with all of the terms to be considered for a modification or other permanent assistance. Please pay on or before the due date outlined on the agreement. Also, you are required to make the down payment using a money order, bank certified check, or send a Money Gram payment using code "6440". If the signed Agreement and down payment are not received by the date the first installment is due, the Agreement is void. Understand, by signing this Agreement it is your responsibility to maintain records evidencing delivery of any and all payments, including the down payment. The addresses for remitting the payments are:

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

Via Overnight Courier
Selene Finance LP
ATTN: Cashiering Department
9990 Richmond Avenue, Suite 400 South
Houston, TX 77042-1639

Please return the signed and initialed Agreement to Selene no later than **3/20/2015**. You may use the enclosed envelope or use one of the other convenient methods listed on the last page. If you do not return the agreement by **3/20/2015** or the Borrower fails to meet the requirements of this Agreement, we will void the agreement and pursue all remedies available to us under the Note and Security Instrument. If you have any questions concerning this Agreement, you should contact your Single Point of Contact at (877) 768-3759.

LaSaundra Franklin
Loan Resolution Department
Selene Finance LP

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.

Trial Modification Plan

Re: Borrower(s): [Redacted]
Property: [Redacted]
Loan#: [Redacted]

Borrower executed a promissory note (the "Note") and Mortgage/Deed of Trust/Deed to Secure Debt ("Security Instrument") on [Redacted] 2007 in the amount of \$ [Redacted] (the "Loan").

The Property secures the Loan.

Borrower is in default under the terms of the Note and Security Instrument.

In consideration of the benefits which Borrower and the holder of the Note and Security Instrument (the "Lender") may obtain by entering into this Trial Modification Plan (the "Agreement") and for other good and valuable consideration, Borrower and Selene Finance LP ("Selene"), on behalf of the Lender, agree to the following:

TRIAL MODIFICATION PLAN

Borrower agrees to make payments in the amounts shown below on or before the date specified for each payment. Payments will be applied as specified below.

<u>Date</u>	<u>Payment Amount</u>	<u>Applied To</u>
04/01/2015	\$1,916.80	
05/01/2015	\$1,916.80	
06/01/2015	\$1,916.80	
07/01/2015	\$1,916.80	
08/01/2015	\$1,916.80	
09/01/2015	\$1,916.80	

YOUR OBLIGATIONS UNDER THIS TRIAL MODIFICATION PLAN

PAYMENTS

The initial down payment under this Agreement must be made with certified funds. This can be done by sending a money order or certified bank check to: Selene Finance, 9990 Richmond Avenue, Ste. 400 South, Houston, TX 77042, or send a Money Gram payment using code "6440". The initial down payment must be received no later than 3:00 pm central time on the above down payment date. It is your responsibility to maintain records evidencing delivery of any and all payments, including the down payment. Please include the loan number as reference for posting. In addition to the down payment, you must make the monthly payments on or prior to the dates stated above in the Trial Modification Plan Section. Failure to make timely payments shall constitute a default under this Agreement and the Agreement may be void, with Selene having no obligation to offer another Trial Modification Plan.

This Agreement is NOT designed to cure the default and bring the Loan current. It is specifically designed to implement a short term and temporary repayment plan period. During this repayment plan period, Borrower will make the payments shown above, which will be applied in accordance with the schedule outlined above.

If Borrower makes each of the payments as set forth in this Agreement and, if applicable, provides Selene with the financial information described below, Selene, on behalf of the Lender, will offer a permanent modification of the Loan and may assist the Borrower in refinancing the Loan. Borrower authorizes Selene to share information about the loan and Borrower's financial information with lenders who may offer Borrower a new loan.

REQUIRED INFORMATION, CONDITIONS.

Borrower agrees to give Selene's representative access to the property to perform an Interior Broker Price Opinion at least 30 days prior to the final payment date shown above. If the Borrower does not allow access to complete the inspection within that timeframe, this Agreement will be void, and Selene will have no obligation to offer another Trial Modification Plan. Moreover, Selene and the Lender may exercise all its rights under the Note and Security Instrument.

In the event the property is presently insured by Lender under a "lender placed insurance policy", then Borrower shall obtain his/her/their own homeowner's insurance policy, naming Lender as an additional insured, pursuant to the obligations under the Security Instrument.

If Borrower is approved for a modification, Selene will establish (if Borrower does not already have one) and maintain an escrow account for the payment of property taxes, homeowners insurance and, if applicable, flood insurance. There will be no initial cost for establishing the account. Your signature below indicates your acceptance of the establishment and maintenance of the escrow account by Selene.

FORECLOSURE NOT DISMISSED

This Agreement is not a permanent resolution of the default under the Note and Security Instrument. **IN THE EVENT THAT A FORECLOSURE IS PENDING, THE FORECLOSURE ACTION WILL NOT BE DISMISSED OR RESCINDED.** However, while your loan is under review for modification and so long as you remain current under the terms of this Agreement, the foreclosure will be placed on hold for the term of the Trial Modification Plan. If Borrower defaults under the terms of the Agreement, the Agreement shall be deemed void, and Selene may proceed with the pending foreclosure without further notice to Borrower.

CHANGE IN FINANCIAL CONDITION

Borrower agrees that upon 30-days written notice, Selene has the right to increase the monthly payment required under this Agreement if Selene 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 Modification Plan. 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 Modification Plan, interest will accrue on the loan balance during the Trial Modification Plan 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 the borrower is an active duty service member in the Armed Services of the United States or a state's National Guard, is assigned to a new post.
- Borrower transfers ownership or interest in the Property without consent of Selene.
- Selene received incorrect information in connection with the Borrower executing this Agreement.
- Borrower fails to meet any of the terms of this Agreement or the original Note and Security Instrument.
- Borrower files bankruptcy.

Credit Reporting

During the Trial Modification Plan, Lender will report the Loan to the appropriate reporting agencies. This report will contain the contractual delinquency status with the comment "Paying under a Partial Agreement". If this Agreement is breached for non-payment, Lender will resume reporting your Loan as delinquent.

Original Note and Security Instrument

All of the provisions of the Note and Security Instrument, except as provided in 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 the 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
P.O. Box 422039
Houston, TX 77242-4239
Fax: (866) 926-5498
Email: loanresolution@selenefinance.com**

Re: Customer(s):
Property Add:
Loan#:



Initials: _____

