



**NEWPORT LAW FIRM**

LITIGATION & REAL ESTATE ATTORNEYS

3991 MacArthur Blvd, Suite 400, Newport Beach, CA 92660  
Phone Number: 800-805-5817 Facsimile Phone Number: 800-509-5370

Green Tree Servicing, LLC Approv

HELP FOR AMERICA'S HOMEOWNERS

MAKING HOME AFFORDABLE

relationships that work

green tree®

*You may be able to make your payments more affordable.  
Act now to get the help you need!*

Green Tree Servicing LLC  
P.O. Box 6172  
Rapid City, SD 57709-6172

Re: Green Tree Servicing LLC ("Green Tree")  
Account Number:  
Property Address:

Dear

**Congratulations!** You are approved to enter into a trial period plan under the Home Affordable Modification Program. This is the first step towards qualifying for a more affordable mortgage payment. Please read this letter so that you understand all the steps you need to take to modify your mortgage payments.

**What you need to do...**

To accept this offer, you must make your first monthly "trial period payment." To qualify for a permanent modification, you must make the following trial period payments in a timely manner:

1st payment:	\$1,964.09 by 02/01/2015
2nd payment:	\$1,964.09 by 03/01/2015
3rd payment:	\$1,964.09 by 04/01/2015

After all trial period payments are timely made and you have met all of the applicable qualification requirements, your mortgage will then be permanently modified. (Your existing loan and loan requirements remain in effect and unchanged during the trial period.) **If each payment is not received by Green Tree in the month in which it is due, this offer will end and your loan will not be modified under the terms described in this offer.**

If you have any questions or if you cannot afford the trial period payments shown above but want to keep your property, or if you have decided to leave your property but still want to avoid foreclosure, please call us at 1-800-643-0202 as we may be able to help you. (Also, please review the attached "Frequently Asked Questions".)

Green Tree has designated the following address where mortgage loan customers must send any Qualified Written Request, Notice of Error, or Request for Information: PO Box 6176 Rapid City SD 57709-6176.

Sincerely,

Green Tree  
1-800-643-0202  
Monday - Friday 7 a.m. to 8 p.m., and Saturday 7 a.m. to 1 p.m. CST

This communication is from a debt collector. It is an attempt to collect a debt, and any information obtained will be used for that purpose.

Homeowners approved for a Home Affordable Modification Program ("HAMP") trial period plan are entitled to financial counseling services pursuant to the Making Home Affordable Program requirements issued by the U.S. Department of the Treasury. Green Tree has appointed a division of the Consumer Credit Counseling Service ("CCCS") of San Francisco called the Housing Education Program to provide this financial counseling service. CCCS is approved by the Secretary of the United States Department of Housing and Urban Development ("HUD") and is experienced in the provision of homeownership counseling.

As a courtesy, CCCS will make attempts to contact you to outline the homeownership counseling program available and to inquire about your interest in this multi-staged process. This service is at no charge to you. Or you may contact CCCS directly if you are interested in the homeownership counseling service. You can contact CCCS by calling toll-free at 1-888-412-2227, Monday - Thursday 8 a.m. to 8 p.m. (PST), and Friday - Saturday 8 a.m. to 5 p.m. (PST) or visiting [www.housingeducation.org](http://www.housingeducation.org).

If you have any additional questions, please contact your Green Tree account representative Corey R. at 1-800-643-0202, extension 61347, Monday - Friday 7 a.m. to 8 p.m., and Saturday 7 a.m. to 1 p.m. CST.

Attachments: (1) Frequently Asked Questions and (2) Additional Trial Period Plan Information and Legal Notices.

*The Making Home Affordable Program was created to help millions of homeowners refinance or modify their mortgages. As part of this program, we - your mortgage servicer - and the Federal Government are working to offer you options to help you stay in your home.*

**Q. What else should I know about this offer?**

- If you make your new payments timely, **we will not conduct a foreclosure sale.**
- You will not be charged any fees for this trial period plan or a permanent modification.
- If your loan is modified, we will waive all unpaid late charges.
- Your credit score may be adversely affected by accepting a trial period plan. The impact of a permanent modification on a credit score depends on the homeowner's entire credit profile. For more information about your credit score, go to <http://www.ftc.gov/bcp/edu/pubs/consumer/credit/cre24.shtm>.
- You may be required to attend credit counseling.

**Q. Why is there a trial period?**

The trial period offers you immediate payment relief and gives you time to make sure you can manage the lower monthly mortgage payment. The trial period is temporary, and your existing loan and loan requirements remain in effect and unchanged during the trial period.

**Q. How was my new payment in the trial period determined?**

Your trial period payment is approximately 31% of your total gross monthly income, which we determined to be \$6,332.36 based upon the income documentation you provided. If the loan is successfully modified, your new payment also will be based on 31% of your gross income. In addition, if your existing payment includes mortgage insurance premiums, this amount will also be added to your payment. If we were able to permanently modify your loan today, we estimate your modified interest rate would be 2.00000%. Your final modified interest rate may be different.

The modified payment should be sufficient to pay the principal and interest as well as property taxes, insurance premiums and other permissible escrow fees based on our recent analysis of these costs. Your modified monthly payment may change if your property taxes and insurance premiums change. If you did not have an escrow account before, the timing of your tax and insurance bills may require that you make a payment to cover any such bills when they come due. This is known as an escrow shortage. Your loan has an escrow shortage of \$605.76; this can either be paid in a lump sum when the loan is modified or over the next 60 months in an amount of \$10.10 per month in addition to your modified monthly mortgage payment. If you wish to pay the total shortage as a lump sum, please contact us at 1-800-643-0202.

**Q. When will I know if my loan can be modified permanently and how will the modified loan balance be determined?**

Once you make all of your trial period payments on time, we will send you a modification agreement detailing the terms of the modified loan. Any difference between the amount of the trial period payments and your regular mortgage payments will be added to the balance of your loan along with any other past due amounts as permitted by your loan documents. While this will increase the total amount that you owe, it should not significantly change the amount of your modified mortgage payment as that is determined based on your total monthly gross income, not your loan balance.

**Q. Are there incentives that I may qualify for if I am current with my new payments?**

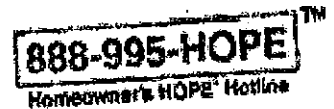
Once your loan is modified, you can earn a pay-for-success incentive for every month that you make on-time payments beginning with the trial period payments. Depending on your modified monthly payment, you may accrue up to \$1,000 each year for five years for a total of \$5,000. This important benefit, *which will be applied to your principal balance each year after the anniversary date of your first trial period payment due date*, will help you earn equity in your home by reducing the amount that you owe. However, you must remain current on your loan. You will lose this benefit if your modified loan loses good standing, which means that the equivalent of three full monthly payments are due and unpaid on the last day of any month, at any time during this five year period. If you lose this benefit, you will lose all accrued, unapplied incentive payments.

**Q. Will my interest rate and principal and interest payment be fixed after my loan is permanently modified?**

Once your loan is modified, your interest rate and monthly principal and interest payment will be fixed for the life of your mortgage unless your initial modified interest rate is below current market interest rates. In that case, the below market interest rate will be fixed for five years. At the end of the fifth year, your interest rate may increase by 1% per year until it reaches a cap. The cap will equal the market rate of interest being charged by mortgage lenders on the day your modification agreement is prepared (the Freddie Mac Primary Mortgage Market Survey Rate for 30-year, fixed-rate conforming mortgages). Once your interest rate reaches the cap it will be fixed for the remaining life of your loan. Your new monthly payment will also include an escrow for property taxes, hazard insurance and other escrowed expenses. If the cost of your homeowners insurance, property tax assessment or other escrowed expenses increases, your monthly payment will increase as well.

**Q. What if I have other questions about Home Affordable Modification that cannot be answered by my mortgage servicer?**

Call the Homeowner's HOPE™ Hotline at 1-888-995-HOPE (4673). This Hotline can help with questions about the program and offers access to free HUD-certified counseling services in English and Spanish.



**Q. What if I am aware of fraud, waste, mismanagement or misrepresentations affiliated with the Troubled Asset Relief Program?**

Please contact SIGTARP at 1-877-SIG-2009 (toll-free), 1-202-622-4559 (fax) or [www.sig tarp.gov](http://www.sig tarp.gov) and provide them with your name, our name as your servicer, your property address, loan number and reason for escalation. Mail can be sent to: Hotline Office of the Special Inspector General for Troubled Asset Relief Program, 1801 L Street NW, Washington, DC 20220.



### **Additional Trial Period Plan Information and Legal Notices**

The terms of your trial period plan below are effective on the day you make your first trial period payment, provided you have paid it on or before February 1, 2015. You and we agree that:

**We will not proceed to foreclosure sale during the trial period, provided you are complying with the terms of the trial period plan:**

- Any pending foreclosure action or proceeding that has been suspended may be resumed if you are notified in writing that you failed to comply with the terms of the trial period plan or do not qualify for a permanent modification.
- You agree that Green Tree will hold the trial period payments in an account until sufficient funds are in the account to pay your oldest delinquent monthly payment. You also agree that Green Tree will not pay you interest on the amounts held in the account. If any money is left in this account at the end of the trial period plan, those funds will be deducted from amounts that would otherwise be added to your modified principal balance.
- Green Tree's acceptance and posting of your new payment during the trial period will not be deemed a waiver of the acceleration of your loan (or foreclosure actions) and related activities, and shall not constitute a cure of your default under your loan unless such payments are sufficient to completely cure your entire default under your loan.

**If your monthly payment did not include escrows for taxes and insurance, you are now required to do so:**

- You agree that any prior waiver that allowed you to pay directly for taxes and insurance is revoked. You agree to establish an escrow account and to pay required escrows into that account.

**Your current loan documents remain in effect; however, you may make the trial period payment instead of the payment required under your loan documents:**

- You agree that all terms and provisions of your current mortgage note and mortgage security instrument remain in full force and effect and you will comply with those terms; and that nothing in the trial period 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.

Re: Green Tree Servicing LLC ("Green Tree")  
Account Number:

Dear :

Congratulations! You were approved for an account modification Trial Period Plan. While your account has been approved for a modification Trial Period Plan, Green Tree is required to advise you of any other account modification programs for which you were reviewed.

You were evaluated for mortgage payment assistance based upon the eligibility requirements of CWABS, Inc., Asset-Backed Certificates Trust 2004-5, the owner of your mortgage account. You must meet the program eligibility requirements of CWABS, Inc., Asset-Backed Certificates Trust 2004-5 to be eligible for a modification Trial Period Plan. Based on a careful review of your financial circumstances determined by the information you provided to us, you were found not to be eligible for the following account modification program(s):

N/A

You were found to be ineligible for the above-referenced program for the following reason(s):

- N/A

Because you were approved for a loss mitigation option, your account was not reviewed for any option(s) ranked below the one for which you were approved. You were not reviewed for the following program(s):

- Home Affordable Modification Program Tier 2
- Bank of America Proprietary Modification

Upon written request to Green Tree, we will provide you with additional documentation supporting the denial decision.

You have the right to appeal this loss mitigation decision. If you would like to appeal, you must contact us within 30 calendar days from the date of this notice and state you are requesting an appeal of this decision. For appeals requested in writing, you must include your name, property address and mortgage account number. You may also specify the reasons for your appeal and provide any supporting documentation. Your right to appeal expires 30 calendar days from the date of this notice. Any appeal requests or documentation received after that date may not be considered. Please contact us Monday – Friday 8 a.m. to 4 p.m. MST at 1-855-858-3873, or at the below-referenced mailing address and fax number.

Green Tree Servicing LLC  
PO Box 6172  
Mail Stop R299  
Rapid City, SD 57709  
Fax: 1-855-895-4481

If you elect to appeal, we will provide you with a written notice of our appeal decision within 30 calendar days of receiving your appeal. Our appeal decision is final and not subject to further appeal.

If you elect to appeal, you do not have to accept this current loss mitigation offer. If you wait to accept the current offer until after receiving our appeal decision, your account will become more delinquent. Any unpaid interest, and other unpaid amounts, such as escrows for taxes and insurance, will continue to accrue on your mortgage account during the

appeal. In that event, the payment amounts and due dates described within this letter may be adjusted or the amounts will be added to the balance of your account if permitted by applicable law.

It is your responsibility to contact Green Tree to discuss your above-referenced account. If you wish to explore your options or have any other questions, please contact your account representative. Your assigned account representative is Corey R. at 1-800-643-0202, extension 61347.

Our credit decision may have been based in part upon information obtained in a report from the below-referenced consumer reporting agency listed. You have the right under the Fair Credit Reporting Act to obtain a free copy of your credit report. You must request your free copy within 60 days of the date of this letter. You also have the right to dispute the information contained in your credit report with the credit reporting agency. The credit reporting agency did not make the decision regarding your ineligibility and is not able to provide you with specific reasons as to why you are not eligible for a Loan Modification.

Credit Reporting Agency: Trans Union Consumer Solutions

Reporting Agency Address: P.O. Box 2000  
Chester, PA 19022-2000

Toll Free Number: 1-800-916-8800

Web Address: <http://annualcreditreport.transunion.com/entry/disputeonline>

We also obtained your credit score from this consumer reporting agency and used it in making our credit decision. Your credit score is a number that reflects the information in your consumer report. Your credit score can change, depending on how the information in your consumer report changes.

Your credit score: 545

Date: 11/18/2014

Scores range from a low of 300 to a high of 850

Key factors that adversely affected your credit score:

- Serious delinquency and public record or collection filed
- Number of accounts with delinquency
- Too few accounts currently paid as agreed
- Lack of recent bank revolving information

If you have any questions regarding your credit score, you should contact Trans Union Consumer Solutions at:

Address: P.O. Box 2000, Chester, PA 19022-2000

Telephone number: 1-800-916-8800

The federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age (provided the applicant has the capacity to enter into a binding contract); because all or part of the applicant's income derives from any public assistance program; or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act. The federal agency that administers compliance with this law concerning this creditor is the Federal Trade Commission, which can be contacted at:

Federal Trade Commission  
Equal Credit Opportunity  
Washington, DC 20580

Counseling is available at no charge from HUD-approved counselors through the HOPE Hotline: 1-888-995-HOPE. This housing counseling on-demand service is available 24-hours a day/7-days a week in Spanish and English (other languages available on request). You may also visit <http://www.hud.gov/offices/hsg/sfh/hcc/fo/>.

If you have concerns about the evaluation of your mortgage for loss mitigation alternatives, then please contact Corey R. at 1-800-643-0202, extension 61347; Green Tree has designated the following address where mortgage loan customers must send any Qualified Written Request, Notice of Error, or Request for Information: PO Box 6176 Rapid City SD 57709-6176.



Sincerely,

Green Tree

1-800-643-0202

Monday - Friday 7 a.m. to 8 p.m., and Saturday 7 a.m. to 1 p.m. CST

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Re: Green Tree ("Green Tree")  
Account Number:  
Property Address:

Dear CLIFTON E. BUTLER and SHARON D. BUTLER:

Green Tree Servicing LLC ("Green Tree") recently received your application for a loss mitigation option for your above-referenced account. At this time Green Tree has determined that your application is complete and we are now evaluating your account for loan modification options.

The evaluation process takes approximately 30 days. When we have completed our review, you will receive one of these three responses:

- Your account has been approved for a loss mitigation retention option. A letter will be sent to provide you with details and instructions on how to proceed.
- Your account is not eligible for this program, but may be eligible for other foreclosure prevention alternatives. This notification will come in the form of a letter describing other options such as a different modification program, short sale or deed-in-lieu of foreclosure.
- We need more information from you to make our decision. We will either call you or send you a letter with this request.

If your account was previously referred to foreclosure, we will continue the foreclosure process while we evaluate your account for a foreclosure prevention alternative, if allowed by state law. However, as long as your documentation was received more than 37 days prior to foreclosure sale, no foreclosure sale will be conducted and you will not lose your home if Green Tree is reviewing a completed borrower response package or has extended an offer and the time frame for acceptance has not expired.

**If the complete application was received less than 38 days prior to a scheduled foreclosure sale, we will evaluate the account for a foreclosure prevention alternative and suspend the foreclosure sale, if appropriate.**

Green Tree will not be in violation if the foreclosure sale is not suspended when:

- A court (if any), or a bankruptcy court in a bankruptcy case, or a public official charged with carrying out the foreclosure, fails or refuses to halt some or all activities in the matter, after Green Tree has made reasonable efforts, to move the court or request the public official to stop the foreclosure.
- Action is taken to protect the interests of the owner, investor or guarantor of the account in response to action taken by you or other parties in the foreclosure process.
- There is not sufficient time following your acceptance of the trial period plan to halt the foreclosure.

Please be advised that any loss mitigation option that Green Tree is able to provide on this account will not be applicable to any other mortgage accounts or liens that you may have on this property. Please contact the servicer(s) of any other mortgage account or lien that is secured by this property in order to discuss loss mitigation options that may be available for you.

For all first lien mortgage accounts: You have the right to receive a copy of all written appraisals or valuations developed in connection with a loan modification application.

For California residents, if you are approved for a loss mitigation option you will have 14 days to consider the offer.

If you wish to discuss your account or have any other questions, please contact your account representative. Your assigned account representative is Corey R. at 1-800-643-0202 extension 61347.

Green Tree has designated the following address where mortgage loan customers must send any Qualified Written Request, Notice of Error, or Request for Information: PO Box 6176 Rapid City SD 57709-6176.

Respectfully,

Green Tree  
1-800-643-0202  
Monday - Friday 7 a.m. to 8 p.m., and Saturday 7 a.m. to 1 p.m. CST

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