

December 21, 2018

C/O POLTIELOV & HABIB, LLP
118-21 QUEENS BLVD, STE 603
FOREST HILLS, NY 11375

Loan #:
Property Address:

Ozone Park, NY 11417

Dear [REDACTED]

Congratulations, you are eligible for a loan Modification, which will permanently change the terms of your mortgage! If you comply with returning the Modification Agreement signed and notarized by the time permitted, we will modify your mortgage. The enclosed Modification Agreement ("Modification Agreement") reflects the proposed terms of your modified mortgage.

To Accept This Offer:

Sign and return one copy of the Modification Agreement in the enclosed, pre-paid envelope by **January 11, 2019**. If you do not send the signed copy of the Modification Agreement by the above date, you must contact us if you still wish to be considered for a modification.

- Please be advised that the modification of your loan will not negate other outstanding balances on your account. The amounts will remain due and payable.
- If the Modification Agreement has notary provisions at the end, you must sign one copy before a notary public and return the notarized copy.
- We encourage you to make a copy of all documents for your records

You're almost done with this part of the process! You may start making Estimated Monthly Modified payments as shown in the included Modification Agreement. Keep making these Estimated Monthly Modified payments until we notify you that we've completed an escrow analysis on your loan. We will let you know your new mortgage payment amount at that time.

To better understand the proposed terms of your modified mortgage, please read the attached summary and the Modification Agreement.

SPOC Reminder Verbiage

This is a reminder that Ruby Nairne has been assigned as your Relationship Manager. [REDACTED] can help you navigate through this process. [REDACTED] can be reached at [REDACTED]. Relationship Managers are available 8:30 AM – 5:30 PM ET, Monday – Friday.

Sincerely,
Homeowner Solutions Advocate
800-669-7724

TIAA, FSB dba TIAA Bank, f/k/a EverBank is a debt collector. We are attempting to collect a debt and any information obtained will be used for that purpose.

Bankruptcy/ Complaint Verbiage

Please note that notwithstanding anything in this notice to the contrary, the following applies if you filed a bankruptcy petition and there is either an 'automatic stay' in effect, or if you received a discharge from the Bankruptcy Court of your personal liability under the Note: (i) TIAA, FSB dba TIAA Bank, f/k/a EverBank will not pursue collection of that obligation from you personally, (ii) this notice is not intended as a demand for payment from you personally, and (iii) unless the Bankruptcy Court has ordered otherwise, TIAA, FSB dba TIAA Bank, f/k/a EverBank continues to retain whatever rights TIAA, FSB dba TIAA Bank, f/k/a EverBank holds in the property that secures the Note, despite your bankruptcy filing. If you have a concern regarding any phase of the assistance process that your Relationship Manager was unable to resolve, contact the Homeowners Assistance Review Team at: TIAA, FSB dba TIAA Bank, f/k/a EverBank, Attention: Homeowners Assistance Review Team, P.O. Box 2167, Jacksonville, FL 32233 or 888.632.9320.

Attachments: Summary of Your Modified Mortgage, two copies of the Modification Agreement (one copy to be executed and returned to Lender and second copy for Mortgagor's records).

[REDACTED]

[REDACTED]

After Recording Return To:

TIAA, FSB dba TIAA Bank, f/k/a EverBank
Attn: Loss Mitigation Closing CC318
301 W. Bay Street
Jacksonville, FL 32202

Prepared by: Marina Marjanovic
301 W. Bay Street, Jacksonville, FL 32202

_____[Space Above This Line For Recording Data]_____

LOAN MODIFICATION AGREEMENT

Client ("I")¹ [REDACTED], whose address is [REDACTED] Ozone Park, NY 11417
Lender ("Lender"): The Bank of New York Mellon Trust Company N.A., whose address is 101 Barclay Street, Floor 8W, New York, NY 10286
Original Lender ("Original Lender"): (1a) IndyMac Bank, FSB, whose address is 155 North Lake Avenue, Pasadena, CA 91101; (1b) Mortgage Electronic Registration Systems, Inc. as nominee for BNY Mortgage Company, whose address is 440 Mamaroneck Avenue, Harrison, NY 10528
Loan Number: [REDACTED]

This Loan Modification Agreement ("Agreement"), made this December 21, 2018, between [REDACTED] ("Client"), whose address is [REDACTED] Ozone Park, NY 11417 and The Bank of New York Mellon Trust Company N.A. as Trustee Bear Stearns ALT-A Trust Mortgage Pass-Through Certificates Series 2005-4 ("Lender"), whose address is 101 Barclay Street, Floor 8W, New York, NY 10286, amends and supplements (1a) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), and Timely Payment Rewards Rider, if any, dated January 14, 2003, to IndyMac Bank, FSB ("Original Lender"), whose address is 155 North Lake Avenue, Pasadena, CA 91101, recorded June 26, 2003 as [REDACTED] in the amount of \$342,000.00 of the Records of Office of the City Register of The City of New York, Queens County, NY; Thereafter, assigned to Mortgage Electronic Registration Systems, Inc. as nominee for BNY Mortgage Company, whose address is 440 Mamaroneck Avenue, Harrison, NY 10528, by virtue of Assignment of Mortgage dated April 22, 2004, recorded March 7, 2005 as [REDACTED] of the Records of Office of the City Register of The City of New York, Queens County, NY; (1b) a second Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), and Timely Payment Rewards Rider, if any, dated January 27, 2005, to Mortgage Electronic Registration Systems, Inc. as nominee for BNY Mortgage Company ("Original Lender"), whose address is 440 Mamaroneck Avenue, Harrison, NY 10528, recorded March 7, 2005 as [REDACTED] in the amount of \$60,216.81 of the Records of Office of the City Register of The City of New York, Queens County, NY; Thereafter, (1a) and (1b) consolidated to form one single lien in the amount of \$393,750.00 by virtue of a Consolidation, Extension, and Modification Agreement, dated January 27, 2005, recorded March 7, 2005 as [REDACTED] of the Records of Office of the City Register of The City of New York, Queens County, NY; Thereafter, assigned to The Bank of New York Mellon, fka The Bank of New York, as successor-in-interest to JPMorgan Chase Bank, N.A., as Trustee for structured Asset Mortgage Investments II Inc., Bear Stearns ALT-A Trust, Mortgage Pass Through Certificates Series 2005-4, 440 Mamaroneck Avenue, Harrison, NY 10528 by virtue of Assignment of Mortgage dated August 13, 2012, recorded September 10, 2012 as [REDACTED] of the Records of Office of the City Register of The City of New York, Queens County, NY; and (2) the Note, bearing the same date as, and secured by, the Security Instrument, which covers the real and personal property described in the Security Instrument and defined therein as the "Property", located at [REDACTED] Ozone Park, NY 11417.

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

[REDACTED]

The original mortgage amount: \$393,750.00

The additional amount secured by this instrument is: \$119,946.58

The real property described being set forth as follows:

County: QUEENS; Borough: QUEENS; [REDACTED]

LEGAL DESCRIPTION ATTACHED HERETO AS 'EXHIBIT A'

In consideration of the mutual promises and agreements exchanged, the parties hereto agree as follows (notwithstanding anything to the contrary contained in the Note or Security Instrument):

1. As of February 1, 2019, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. \$513,696.58, consisting of the unpaid amount(s) loaned to Client by Lender plus any interest and other amounts capitalized.
2. Client promises to pay the Unpaid Principal Balance, plus interest, to the order of Lender. Interest at the rate of 3.000% will begin to accrue on the Unpaid Principal Balance as of February 1, 2019 and the first new monthly payment on the Unpaid Principal Balance will be due on March 1, 2019. The new Maturity Date will be February 1, 2035. My payment schedule for the modified Loan is as follows:

Years	Interest Rate	Interest Rate Change Date	Monthly Principal and Interest Payment Amount	Estimated Monthly Escrow Payment Amount	Total Monthly Payment	Payment Begins On	Number of Monthly Payments
5	3.000%	February 1, 2019	\$3,372.08	\$636.44 May adjust periodically	\$4,008.52 May adjust periodically	March 1, 2019	60
1	4.000%	February 1, 2024	\$3,551.18	May adjust periodically	May adjust periodically	March 1, 2024	12
10	4.750%	February 1, 2025	\$3,677.54	May adjust periodically	May adjust periodically	March 1, 2025	120

3. I agree to pay in full the Principal Balance and any other amounts still owed under the Note and Security Instrument by the earliest of: (i) the date I sell or transfer an interest in the Property, (ii) the date I pay the entire Principal Balance, or (iii) the new Maturity Date.
4. If all or any part of the Property or any interest in the Property is sold or transferred (or if Client is not a natural person and a beneficial interest in Client is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by the Security Instrument. If Lender exercises this option, Lender shall give Client notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Client must pay all sums secured by the Security Instrument. If Client fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by the Security Instrument without further notice or demand on Client.
5. By this paragraph, Lender is notifying Client that any prior waiver by Lender of Client's obligation to pay to Lender Funds for any or all Escrow Items is hereby revoked, and Client has been advised of the amount needed to fully fund the Escrow Items.
6. Client will pay to Lender on the day payments are due under the Loan Documents as amended by this Agreement, until the Loan is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over the Mortgage as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under the Loan Documents; (d) mortgage insurance premiums, if any, or any sums payable to Lender in lieu of the payment of mortgage insurance premiums in accordance with the Loan Documents; and (e) any community association dues, fees, and assessments that Lender requires to be escrowed. These items are called "Escrow Items." Client shall promptly furnish to Lender all notices of amounts to be paid under this paragraph.

[REDACTED]

[REDACTED]