

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF MASSACHUSETTS**

IN RE:)	
)	CHAPTER 13
ROBERT A. RANDALL)	CASE NO. 07-42360-HJB
Debtor(s))	
ROBERT A. RANDALL)	
Plaintiff(s))	ADVERSARY PROCEEDING
vs.)	NO. <u>10-04027</u>
AMERICA HOME MORTGAGE SERVICING INC, and)	
OPTION ONE MORTGAGE CORPOATION, and)	
NEW ENGLAND REGIONAL MORTGAGE CORP, and)	
INDEPENDENCE COMMUNITY BANK, and)	
WELLS FARGO BANK, N.A., as Trustee for the)	
Structured Asset Securities Corporation Mortgage)	
Pass-Through Certificates, Series 2006-OPT1)	
Defendant(s))	
)	

**RESPONSE TO MOTION FOR DISMISSAL
BY AHMSI AND WELLS FARGO BANK AS TRUSTEE**

TO the Honorable HENRY J. BOROFF, Bankruptcy Judge:

Now comes ROBERT A. RANDALL, the Debtor, in the above-captioned case and respectfully represents to this Court:

STATEMENT OF ALLEGATIONS:

The Defendant American Home Mortgage Servicing Inc., (AHMSI) and Wells Fargo Bank, NA (WELLS), recite the basic allegations accurately with one major exception. The Defendants ignore any reference to the title problems set forth in the Factual Allegations portion of the Plaintiffs Complaint. Further, Defendants are unnecessarily dismissive of the importance of the statutory provisions improperly. Defendants are relying on FRCP 12(b)(6) in order to have this Adversary Proceeding Dismissed. In so doing they quote Bell Atlantic v. Twombly, 550 U.S. 544, 555 (2007). Specifically "to survive a motion to dismiss, the plaintiff must plead sufficiently specific allegations' to raise a right of relief above the speculative level... on the assumption that all of the allegations in the complaint are true...". All of the legal issues set forth in Defendants writing on standard of review are correct; it is their legal argument set forth that is faulty.

LEGAL ARGUMENT:

COUNTS III AND IV:

Plaintiff concedes that as to Counts III and IV, the assertion of violations of the Truth In Lending Act (TILA) and Massachusetts Consumer Credit Costs Disclosures Act (MCCCCDA) Plaintiff may not use the statutes as offensive plea but can assert them as an affirmative defense and counterclaim to an action by Defendants. While Plaintiff must agree with Defendants that Plaintiff may not seek affirmative damages Plaintiff, argues that he may raise all relevant statutes which have been violated by Defendants, to defend against any "adversary proceeding" such as a foreclosure against him.

As to the damages sought by Plaintiff he will concede that the claim for monetary damages are in fact time barred they should be dismissed. However, because the use is defensive as well as offensive it is the remedy only that should be considered time barred not the use of the statute to show gross violations of the mortgage settlement process.

COUNT II:

Again the Defendants complain that Plaintiffs allegations should be given no credence because they are being raised more than four (4) years after loan origination. Again for purposes of defending against foreclosure, the violations should be used to show a pattern of conduct by Defendants that survives the statute of limitations on an affirmative action.

Further, Defendant opines that arguments over the servicing rights and transfers of said rights are also time barred, Plaintiff maintains that 12 USC 2605 is clear in its application to ongoing servicing problems. The requirement for servicers to notice a borrower of a change in the servicer is an ongoing obligation for the entire period of the loan. In this case it became critical especially during Plaintiffs attempt to obtain a modification.

Defendants reliance on a four (4) year statute of limitations flies in the face of the statute and accompanying regulatory provisions, which require notice to be given.

In this case, the very issues 11 USC §2605 was meant to prevent, have arisen. Further, they have arisen with a denial from Defendants that there are any problems or that they violated any provisions of §2605.

TOLLING OF STATUTES OF LIMITATIONS:

Plaintiff for purposes of issues raised in this response only will concede that the Chapter 13 case did not toll the statutes which were plead affirmatively and as a "sword". The Plaintiffs rights are not extinguished to defend himself against an unwarranted and unjust foreclosure proceeding. Defendants fail throughout their motion to deal with the issues of Equity.

Defendants in their discussion of 11 USC 363 and 1303 ignore the nature of this particular proceeding. Defendants argue "none of the rights enumerated in section 363 include a right to extend the statute of limitations for *non bankruptcy proceedings*". The case cited by Defendants is for an Adversary Proceeding on a tort claim for malpractice. In the present case, as distinguished

from all of the Defendants citations and quotations, the powers to extend the statute of limitations should be exerted because the matter is very much a bankruptcy proceeding. The Plaintiff is in a Chapter 13 Plan for reorganization. His house is necessary for the reorganization, therefore any matter dealing with retention of the homestead is critical and core to the filing itself. In essence we have a Plaintiff in Chapter 13 utilizing the powers granted to the Trustee in order to effect the reorganization which would constitute a proper reason for tolling the statutes of limitations.

UNFAIR AND DECEPTIVE TRADE PRACTICES:

Defendants argue that Count V of the Complaint, is a claim for unfair and deceptive trade practices. They go on to state that it is governed under MGL c. 93A must fail because there was no pre-suit demand letter filed. Based on the fact that Defendants have neither offices in the Commonwealth or assets (WELLS acting as a Trustee, not as a bank), the Defendants are not afforded the right to a pre-suit demand letter.

“The demand requirements of this paragraph shall not apply if the claim is asserted by way of counterclaim or cross-claim, *or if the prospective respondent does not maintain a place of business or does not keep assets within the Commonwealth* , (emphasis provided) but such respondent may otherwise employ the provisions of this section by making a written offer of relief and paying the rejected tender into court as soon as practicable after receiving notice of an action commenced under this section.” MGL c. 93A §9(3).

As to the assertion that the allegations made by Plaintiff all of Count V should fail due to its being based on statutes which are time barred, Plaintiffs Count V paragraph 43 states “by failing to negotiate a modification in good faith, Defendant AHMSI and the loans owner, presumed to be WELLS as Trustee, engaged in an unfair and deceptive practice”. This obviously does not rely on the statutes that are time barred as the attempts to obtain a modification are ongoing even during this proceeding. This is especially true based on EXHIBIT I, which was taken from the Defendant AHMSI website.

The most outrageous defense Defendant WELLS argues us that WELLS the Trustee is not engaged in trade or commerce. The argument that as Trustee it serves a private function strains belief. WELLS holds itself out as a business entity willing to perform services not just for a limited group, such as in the Office One Inc. and Edinburg cases cited by the Defendants where the Trustees were filling a role only for one entity such as a condominium or closely held corporation. In those cases the Trustees were not professional Trustees making a business out of such capacity. A better analagous situation would be WELLS under contract for whatever entity will hire it to perform a specialized function. The fact that its actions are governed by contract, in this case a trust instrument and a pooling and servicing agreement, does not take them out of “trade and commerce”. To argue that a corporate fiduciary, like a bank’s trust department where the bank serves as trustee for any entity which will hire it, is not in trade and commerce is absurd.

Taking this a step further, it is an unfair and deceptive practice to bring a foreclosure and file a Proof of Claim with no legal standing to do so. The question of who owned the loan and mortgage at any point in time and who the “official” servicer was is very much in doubt as shown by the following chronology.

1. Origination December 2005 in the name of the Lender, New England Regional

- Mortgage, which funded the loan.
2. 4/24/2007 Option One (OOMC) assigns to Wells Fargo Trustee.
 3. 4/24/2007 WELLS files for Order in Land Court.
 4. 7/12/2007 OOMC files Proof Of Claim in the Bankruptcy proceeding.
 5. 6/16/2008 OOMC sends Notice to Plaintiff about the ARM rate change.
 6. 8/13/2008 New England Regional Mortgage FOR THE FIRST TIME assigns mortgage/loan. The Assignee is American Home Mortgage (AHMSI is successor to OOMC).

As can be seen by the chronology of the title, Option One assigned the loan to Defendant WELLS without authority. Subsequently OOMC filed a Proof of Claim in a Bankruptcy proceeding without authority. OOMC sends a Notice about a rate change to Plaintiff without authority and AHMSI and New England Regional Mortgage never served the Plaintiff with the required Notice of Change in Servicer. The confusion evident on paper rises to being an unfair and deceptive trade practice as it has deprived the Plaintiff of the ability to enter into meaningful negotiations to settle this matter, said attempted negotiations having been begun even before the August 13, 2008 Assignment.

The Defendants in their subsequent Paragraph E, argue that violations of HAMP and HARP are not claims upon which relief can be granted. To the contrary AMHSI holding itself out as a participant in the making Home Affordable Program, negotiating with the Plaintiff and not adhering to program guidelines and precepts is an unfair and deceptive practice. (Please see further discussion subsequent)

UNJUST ENRICHMENT:

For the Defendants argument regarding unjust enrichment to prevail one must first conclude that the Defendants were entitled to take action and collect money in the form of monthly payments which is not supported by the record. Moving through the Defendants enumeration of the elements under Massachusetts Law:

1. There was an enrichment in that a party not entitled to do so collected money.
2. There is no requirement for one to become impoverished, which the language in the cited case which is the language cited by Defendants from the McCabe case. All that is needed to show is that the Plaintiff suffered a loss due to the unjust acts of the Defendant, which profited from their actions.
3. The enrichment or gain and impoverishment or loss in this situation are self evident. Payments were made by the Plaintiff to his detriment in an excessive amount to Defendants. As stated above they improperly profited from this transaction.
4. The issue of justification discusses not rationalization but justification. Simply put there had to be a *right* for Defendants to become enriched in order to avoid the claim. Again if they had no legal right to collect the funds there is no justification for the enrichment. And again if the Defendants violated certain statutory proscriptions even though no cause of action may be brought under those statutes does eliminate "justification".
5. Absence of remedy at law is argued by Defendants in the first part of the Answer and Memorandum of Law. They argue that all statutes are time barred thus eliminating a remedy at law, leaving only remedies in equity.

The Plaintiffs last argument, which relies on McCabe, dealing with contracts ignores any issues concerning the equitable nature of contract proceedings as they revolve around two parties in unequal bargaining positions, the more sophisticated and professional party taking advantage of an unsophisticated unlearned other party.

Unjust enrichment is clearly an "equitable remedy". The Defendants cannot argue that both claims under statute are time barred and that the matter turns on contract, and at the same time ignores their bad acts and unclean hands. Plaintiff agrees that, if all actions in this transaction had been transparent and above board and that Plaintiff and Defendants were of equal sophistication and equal bargaining power throughout the course of this loan, seeking equitable relief might be inappropriate.

HAMP VIOLATIONS:

Despite Defendants argument that stating AHMSI has a pattern and practice of not negotiating and modifying mortgages and its characterizations of Plaintiffs citing Treasury Department Reports as being "very bald assertions, unsupportable conclusions and opprobrious epithets", the record speaks for itself. Said Defendant has ranked low in its actual numbers of modifications and percentage of eligible loans being modified. In the most recent report Defendant AHMSI ranked seventeen out of nineteen out of being reported specifically by the Treasury Department. Exhibit II shows the consistent exceptionally poor performance by AHMSI.

As to whether AHMSI is following the regulations, the Agreement between said Defendant and the Treasury states that "Servicer shall perform the loan modification and other foreclosure prevention services... described in... "financial instrument"; "the program guidelines and procedures issued by the Treasury;..."; and "any supplemental documentation, instructions... compliance requirements... issued by the Treasury, Fanny Mae or Freddy Mac...". (Exhibit III, Page 2 Section 1.79).

Further, as is set out in the Agreement, the Servicer is also responsible for adhering to the representations and warranties in the "Financial Instrument" (EXHIBIT IV, page I).

The agreement goes on to say in Section 2, that "servicer shall perform the services for all mortgage loans its [sic] services, whether it services such mortgage loans for its own account or for the account of another party, including any holders of mortgage backed securities".

While there is no recitation of a private cause of action, the failure to adhere to the agreement as evidence of a lack of good faith and as evidence of a pattern and practice by Defendant, is certainly subject to "credit by the Court". Perhaps Defendants are arguing that Defendants' only recourse is to file a Complaint with the regulatory bodies supervising the HAMP. Even if that is true it does not preclude Defendants from being subject to Judicial Notice of Agreements available to the public between said Defendant AHMSI and Defendant Wells Fargo and the US Department of Treasury, Fanny Mae and Freddie Mac.

CONCLUSION:

It is Plaintiffs position that while it is appropriate for the Court to Dismiss Counts II and III, and by implication Count IV, as affirmative and offensive claims, Plaintiff maintains Counts I, V,

and VI not only have merit but should survive a Motion To Dismiss based on their being adequate facts and law both in law and equity to support continuation of this action. Further, Plaintiff argues that the facts underlying Counts II, III, and IV are not disputed, and therefore can be used to show behavior by Defendants.

Finally, Plaintiff maintains that under its equitable powers this Court can "credit" all of the actions of Defendants not only in the three remaining counts but in the three counts which are time barred but of which Defendants violated the statutory requirements.

NOW THEREFORE Plaintiff respectfully requests this Court to deny the request for Dismissal.

Dated: June 7, 2010

/s/ Richard I. Isacoff
Richard I. Isacoff, Esq.
RICHARD I. ISACOFF, P.C.
BBO #247760
100 North Street, Suite 405
Pittsfield, MA 01201
413 443 8164 Telephone
413 443 8171 Facsimile
rii@isacofflaw.com

UNITED STATES BANKRUPTCY COURT FOR THE
DISTRICT OF MASSACHUSETTS

IN RE: ROBERT A. RANDALL

**CASE NO. 10-04027
CHAPTER 13**

CERTIFICATE OF SERVICE

I, Richard I. Isacoff, hereby certify that on June 7, 2010, I served a copy of the foregoing Response To Motion For Dismissal by ECF to the parties listed below by ECF:

United States Bankruptcy Court
595 Main Street
Worcester, MA 01608

United States Trustee
600 Main Street
Worcester, MA 01608

Denise Pappalardo, Esq.
Chapter 13 Trustee
Post Office Box 16607
Worcester MA 01601

Portnoy & Greene PC
Attn: Barry Green, Esq.
687 Highland Avenue
Needham, MA 02494

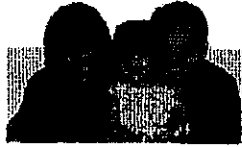
AHMSI
Attn: Bankruptcy Department
3 Ada
Irvine, CA 92618

Hinshaw & Culbertson
Samuel C. Bodurtha, Esq.
One International Place, 3rd Floor
Boston, MA 02110

June 7, 2010

/s/ Richard I. Isacoff
Richard I. Isacoff, Esq.
RICHARD I. ISACOFF, P.C.
BBO #247760
100 North Street, Suite 405
Pittsfield, MA 01201
413 443 8164 Telephone
413 443 8171 Facsimile
rii@isacofflaw.com

EXHIBIT I



"They did more than stand behind us,
They stood beside us."

Home My Account Payment Options Home Retention Support Center Insurance Services REO About Us Contact Us Site Map

Possible Solutions



If you're past due or facing foreclosure, American Home Mortgage Servicing, Inc. Home Retention Team may be able to work out a way for you to catch up or minimize the damage to your credit. They determine eligibility on a case-by-case basis and may be able to arrange one of the following loan solutions.

You can contact the Home Retention Team at 877.304.3100 or you can also [log in](#) to your online account and go to Payment Help. You'll find the necessary forms there to help you through this process.

You may want to consider getting advice from a housing counselor approved by the U.S. Department of Housing and Urban Development. For a listing of HUD-approved housing counseling agencies, call 800.569.4287 toll free, or access www.hud.gov/offices/hsg/sfh/hcc/hccpro14.cfm.

Here are some of the possible solutions that we may be able to offer you. Fax your information to 866.452.1837

Repayment Plan or Special Forbearance

American Home Mortgage Servicing Inc. may be able to arrange a plan based on your financial situation to spread out repayment of your past-due balance over an extended period of time.

Loan Modification

It may be possible to modify your mortgage contract to incorporate your past-due amounts and sometimes even reduce your monthly payment. This may be done by extending the loan term, lowering the interest rate or capitalizing past-due interest. However, this is a legal change to the terms of the loan and involves obtaining approval from the loan owner or investor.

Pre-Qualifying Factors

- Customer must have a source of Income
- Income must be stable:
 - No Temporary Source of Income
 - No Unemployment or Temporary Social Security
 - Pensions are allowed as long as they are permanent.
- Property and Mortgage must belong to person/s applying for the Loan Modification
- All liable parties must be willing to sign the Modification Documents

****Note - A Processing Fee may apply, if applicable**

Items Required For Review of Workout

- Completion of Financial Analysis Form
- A letter detailing the circumstances surrounding your current financial situation (Hardship Letter)
- Copy of 2 most recent bank statements.
- Copy of 2 most recent pay-stubs
- **Note - 6 months of Profit and loss statements applicable, if self-employed**
- Previous year's Tax Return or W2

Mortgage Insurance Claim

American Home Mortgage Servicing Inc. may be able to work with you to obtain a one-time loan from the mortgage insurance fund to bring your mortgage current. Then the borrower would have to pay back this loan to the insurance company over time.

Short Sale or Pre-Foreclosure Sale

This will allow you to avoid foreclosure by selling your property for less than the amount you owe on your mortgage. This may be less damaging to your credit than a foreclosure.

Pre-Qualifying Factors

- There is a formal written offer on the Property
- The offer for the property is equal or less than the amount to payoff in full
- Jr. Liens (i.e. 2nd mortgages) must be willing to have an open line of communication with customer on possible negotiation efforts.
- The customer must be willing to allow AHMSI to evaluate the property's interior to gain a proper value for the workout
- **Note - The customer may provide their own appraisal if available**
- Preferred that the property has been listed for sale on the market

Items Required For Review of Workout

- Completion of Financial Analysis Form
- Signed Purchase Contract by Seller and Buyer
- Estimated HUD1 or Net Sheet
- Pre-Approval letter for buyer, with no contingencies
 - **Note - For cash purchases proof of available funds
- Listing Agreement
- A letter detailing the circumstances surrounding your current financial situation (Hardship Letter)
- Copy of 2 most recent bank statements.
- Copy of 2 most recent pay-stubs
 - **Note - 6 months of Profit and loss statements **applicable, if self-employed**
- Previous year's Tax Return or W2
- Letter of authorization for third parties, if applicable

Deed-In-Lieu of Foreclosure

As a last resort, you may be able to voluntarily "give back" your property to the lender. You won't be able to stay in your home, but it is not as damaging to your credit rating as a foreclosure. This option is only available if there are no other liens or judgments on the property.

Pre-Qualifying Factors

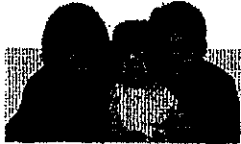
- No liens or judgments (i.e. 2nd mortgages)
(Small liens or judgments that may be negotiated to accept less may still qualify for a DIL.)
- Upon approval, property must be vacant and "open house clean" or "broom swept clean".
- The customer must be willing to allow AHMSI to evaluate the property's interior to gain a proper value for the workout
 - **Note - The customer may provide their own appraisal if available
- Preferred that the property has been listed prior and during the DIL process, but not required

Items Required For Review of Workout

- Completion of Financial Analysis Form
- A letter detailing the circumstances surrounding your current financial situation (Hardship Letter)
- Copy of 2 most recent bank statements.
- Copy of 2 most recent pay-stubs
 - **Note - 6 months of Profit and loss statements **applicable, if self-employed**
- Previous year's Tax Return or W2

Privacy Policy

© 2008 American Home Mortgage Servicing, Inc. All rights reserved.



"They did more than stand behind us.
They stood beside us."

[Home](#) [My Account](#) [Payment Options](#) [Home Retention](#) [Support Center](#) [Insurance Services](#) [REO](#) [About Us](#) [Contact Us](#) [Site Map](#)

Home Retention Team



American Home Mortgage Servicing, Inc. has a team of associates dedicated to helping borrowers work through financial difficulties. In fact, American Home Mortgage Servicing, Inc. is one of the nation's top-rated loan servicing companies just for this reason.

The Home Retention Team is:

- Experienced – typically with 5-8 years of experience working with borrowers facing financial difficulties
- Well-Trained – completes 120 hours of training before ever taking a call and as much as 40 hours per year of specialized training
- Empowered – to work things out directly with the borrower and make recommendations for approval.
- Compassionate – they know the importance of homeownership and they want to help people get through their difficulties as successfully as possible

How to Get Help

Call Us

If you're facing a tough situation, the best thing to do is [contact us](#) as soon as possible. You can speak with a Home Retention Team member by calling 877.304.3100. The only way we can help is if we're able to communicate with you.

Request Help Online

You can also [log in](#) to your account and request help online at Payment Help. There you'll find answers to frequently asked questions, necessary forms and other materials to help you through this process.

Get Help In Person

American Home Mortgage Servicing, Inc. has a homeownership preservation team that visits various cities for several days at a time to meet, in person, with borrowers facing financial difficulties.

Additional Information

Find out more about the impact of past-due payments and foreclosures.

- [Past-Due Fact Sheet](#)
- [Foreclosure Fact Sheet](#)



Credit Counseling

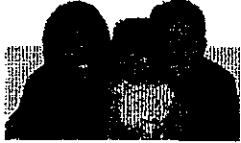
American Home Mortgage Servicing, Inc. provides borrowers facing financial difficulties with free credit counseling through its partnership with national non-profit organizations dedicated to helping consumers manage their debt. These credit counselors may be able to help you with budgeting and make recommendations about lowering your monthly expenses.

Financial Literacy

American Home Mortgage Servicing, Inc. supports several organizations dedicated to financial literacy that help educate consumers on borrowing and financial management. Find out [here](#).

[Privacy Policy](#)

© 2008 American Home Mortgage Servicing, Inc. All rights reserved.



"They did more than stand behind us.
They stood beside us."

[Home](#) [My Account](#) [Payment Options](#) [Home Retention](#) [Support Center](#) [Insurance Services](#) [REO](#) [About Us](#) [Contact Us](#) [Site Map](#)

Past Due Fact Sheet



Your mortgage loan is a business contract in which you promise to repay the money loaned to you in a timely fashion. However, while being late or missing a payment has consequences, it does not necessarily put you in danger of losing your home. The key to getting through payment difficulties is your willingness to work with American Home Mortgage Servicing, Inc. to find alternative solutions.

Impact of Past Due or Missed Payments

The Lender

Every month, American Home Mortgage Servicing, Inc. has an obligation to pay the owner or investor of your home loan. When you don't pay your loan, American Home Mortgage Servicing, Inc. still has to pay this obligation on your behalf. We charge fees for past-due or missed payments to make up the cost of paying your obligations for you.

The Borrower

Late or missed payments can have a negative effect on your credit rating, which may make it more difficult for you to get credit cards and loans in the future. You also may have to pay a higher interest rate on loans and credit cards you do get.

American Home Mortgage Servicing, Inc. has an obligation to report past due or missed payments to credit bureaus. American Home Mortgage Servicing, Inc. reports to major credit bureaus every month. When payments are made on time, this monthly reporting has the advantage of building a positive credit history. Timely payment of your mortgage has the greatest impact – positive or negative – on your credit history.

Help for Past-Due Borrowers

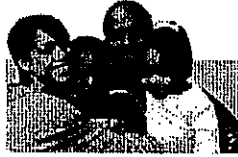
Step one to protecting your home and your credit is to stay in touch. As soon as you know you're going to be late with your payment, contact American Home Mortgage Servicing, Inc.. A Customer Care associate can help minimize the negative impact and even help you get on the road to resolving your financial difficulties.

If you're more than 60 days past due, you may be put in touch with a Home Retention Team member who is an expert in working out loan solutions. You may qualify for free credit counseling, job hunting assistance or assistance in selling your home.

Doing nothing guarantees the worst possible outcome – foreclosure, the loss of your home, and damaged credit, which will impact your ability to buy a home or get any kind of loan or credit card in the future.

[Privacy Policy](#)

© 2008 American Home Mortgage Servicing, Inc. All rights reserved.



"They did more than stand behind us.
They stood beside us."

[Home](#) [My Account](#) [Payment Options](#) [Home Retention](#) [Support Center](#) [Insurance Services](#) [REO](#) [About Us](#) [Contact Us](#) [Site Map](#)

Foreclosure Fact Sheet



For American Home Mortgage Servicing, Inc., as for any lender, foreclosure is always a last resort. No one profits from foreclosure. American Home Mortgage Servicing, Inc. only forecloses on a property when all attempts to contact a borrower or to work out an alternative payment plan or other solution have failed – a process that usually takes several months.

What is Foreclosure?

Foreclosure is when the lender takes possession of a property because the borrower is not making loan payments.

The Lender

For the lender, foreclosure results in the loss of tens of thousands of dollars, sometimes as much as 40 percent of the loan principal or home value.

The Borrower

Not only does the borrower have to re-locate from their home, foreclosure also results in long-term damage to the borrower's credit rating. Even when the borrower recovers from their financial difficulties, a foreclosure can make it difficult to get a loan for a future home purchase, for college expenses or to even get a VISA or MasterCard. Even if the borrower is able to get credit, they will likely have to pay higher interest rates.

Avoiding Foreclosure

Stay In Touch

One of the main reasons foreclosures happen is because borrowers do not take the opportunity to work something out with their lender. When facing financial difficulties, many people just stop communicating. They don't return phone calls or answer their mail. This essentially guarantees that the borrower will lose their home.

Instead, borrowers should contact American Home Mortgage Servicing, Inc. as soon as they know they're going to have difficulty making their payments. If a borrower is willing to work with American Home Mortgage Servicing, Inc., American Home Mortgage Servicing, Inc. is willing to work with the borrower.



If you receive a call about your past-due mortgage, the best thing to do is take the call and start down the path to resolving the problem.

Home Retention Team

American Home Mortgage Servicing, Inc. has a specially trained, highly experienced team of associates dedicated to helping borrowers who are past due or who are facing foreclosure. This team is knowledgeable and empowered to make decisions to work out loan problems.

[Privacy Policy](#)

© 2008 American Home Mortgage Servicing, Inc. All rights reserved.

EXHIBIT II

Making Home Affordable Program

Servicer Performance Report Through April 2010

HAMP Modification Activity by Servicer

Servicer	Estimated Eligible 60+ Day Delinquent Borrowers	Trial Plan Offers Excluded ¹	All HAMP Trials Started	Active Trial Modifications	Permanent Modifications	Active Trials+ Permanent as Share of Eligible 60+ Day Delinquencies (column 5+6)
American Home Mortgage Servicing, Inc.	52,247	19,911	16,530	9,392	6,971	31.3%
Aurora Loan Services, LLC	41,125	47,970	41,956	11,269	11,069	54.3%
Bank of America, N.A. ²	477,509	402,398	302,981	2,145,682	56,398	56.1%
Carrington Mortgage Services LLC	6,196	3,216	2,495	850	1,614	39.7%
ClithMortgage, Inc.	152,357	153,389	144,176	54,947	28,556	54.8%
GMAC Mortgage, Inc.	23,960	53,160	43,011	13,950	20,471	143.6%
Green Tree Servicing, LLC	7,341	7,031	5,763	3,279	1,134	60.1%
HomeEq Servicing	16,872	5,505	4,355	1,869	2,282	24.7%
J.P. Morgan Chase Bank, N.A. ³	246,185	256,423	189,014	118,997	39,507	64.4%
Litton Loan Servicing, LP	54,888	36,671	30,224	17,852	6,146	43.7%
NationStar Mortgage LLC	22,687	24,446	20,599	7,318	6,993	62.8%
Owen Financial Corp., Inc.	27,852	23,325	19,014	5,497	12,119	63.2%
OneWest Bank	57,459	58,863	41,375	27,347	9,612	64.3%
PNC Mortgage ⁴	21,016	21,761	17,782	8,412	980	44.7%
Saxon Mortgage Services, Inc.	36,658	44,505	39,701	12,946	10,566	64.1%
Select Portfolio Servicing	21,178	60,716	36,940	9,784	12,903	107.0%
US Bank, N.A.	19,554	12,381	9,581	3,559	4,648	42.0%
Wachovia Mortgage, FSB ⁵	30,232	8,969	6,285	6,243	43	20.8%
Wells Fargo Bank, N.A. ⁶	174,995	233,284	171,704	75,322	36,094	63.6%
Other SPA servicers ⁷	17,515	13,670	11,216	5,996	4,131	
Other GSE Servicers ⁸	194,308	NA	59,373	27,942	23,169	
Total:	1,702,134	1,487,584	1,214,085	637,353	295,348	54.8%

Calculated and Re-Formatted to Match All Prior MHA Monthly Reports

Active Modifications as a Share of Estimated Eligible 60+ Day Delinquencies

Note: Bayview, BankUnited, CCO No Longer Reported

¹ Estimated eligible 60+ day delinquent borrowers as reported by servicers as of March 31, 2010, include those in conventional loans:
 • In foreclosure and bankruptcy.
 • With a current mortgage principal balance less than \$729,750 on a one-unit property, \$342,250 on a two-unit property, \$1,123,250 on a three-unit property and \$1,423,250 on a four-unit property.
 • Origination date prior to January 1, 2009.
 Estimated eligible 60+ day delinquent borrowers excludes:
 • Those in FHA and VA loans.
 • Those in loans that are current for less than 60 days delinquent, which are eligible for HAMP if a borrower is in imminent default.
 • Those borrowers with delinquent status less than 31% or a negative NPV trail.
 • Owners of vacant properties or properties otherwise excluded (see footnote of page 7 for further explanation).
 Exclusions for OII and NPV are estimated using market analytics.
 For servicers ending after February 1, 2010 trial did not participate in the 60+ day delinquency survey, the delinquency count is from the servicer registration form.
² As reported in the weekly servicer survey through April 29, 2010.
³ Active trial and permanent modifications as reported into the HAMP system of record by servicer.
⁴ Bank of America, N.A. includes Bank of America, N.A. BAC Home Loans 3.1P, Mortgage Chase Bank, N.A. includes EMC Mortgage Corporation.
⁵ Formerly National City Bank.
⁶ Formerly National City Bank.
⁷ Wells Fargo Bank, N.A. includes a portion of the loans previously included in Wachovia Mortgage, FSB.
⁸ Other SPA servicers are entities with less than 5,000 estimated eligible 60+ day delinquent borrowers that have signed participation agreements with Treasury and Fannie Mae. A full list of participating servicers is in the Appendix.
⁹ Includes servicers of loans owned or guaranteed by Fannie Mae and Freddie Mac.

*These items caused a reduction in Estimated Eligible (column 2) by 49.9%

Making Home Affordable Program

Servicer Performance Report Through March 2010

HAMP Modification Activity by Servicer

Servicer	Estimated Eligible 60+ Day Delinquency	Trial Plan Offers Extended ²	All HAMP Trial Offers ³	Active Trial Modifications ¹	Permanent Modifications ¹	Pending Permanent Modifications ¹	Active Trials + Permanent as Share of Eligible 60+ Day Delinquencies
American Home Mortgage Servicing Inc	12,342	18,214	15,001	10,740	4,194	7,597	42%
Aurora Loan Services, LLC	75,550	47,508	41,286	15,335	9,387	1,497	33%
Bank of America, NA	1,085,894	389,043	289,951	250,658	32,900	38,074	26%
Bank United	5,277	1,667	1,389	635	736	528	26%
Bayview Loan Servicing, LLC	9,685	2,711	4,630	3,567	619	91	45%
Carriation Mortgage Services, LLC	18,235	3,082	1,708	298	1,398	49	9%
CCO Mortgage	5,880	1,942	1,476	1,230	246	487	25%
GuilMortgage, Inc	246,582	153,113	142,804	92,597	22,455	9,533	47%
GMAC Mortgage, Inc	66,750	51,420	40,494	14,742	17,102	2,776	48%
Green Tree Servicing LLC	12,336	6,795	5,429	3,029	556	1,470	34%
HomeEq Servicing	40,568	4,879	2,116	1,313	713	1,117	5%
J.P. Morgan Chase Bank, NA	431,341	247,530	186,769	129,992	31,460	17,894	37%
Liberty Loan Servicing LP	105,933	36,430	30,169	19,734	5,469	878	24%
Nationstar Mortgage, LLC	45,616	23,870	20,198	8,241	5,740	877	31%
Ocean Financial Corporation, Inc	61,949	21,767	17,720	5,771	11,060	2,764	27%
OneWest Bank	109,555	56,902	38,598	28,214	6,883	5,673	32%
PNC Mortgage	44,303	21,731	17,562	10,979	743	853	26%
Saxon Mortgage Services, Inc	68,028	43,164	38,584	15,973	8,721	4,061	36%
Select Portfolio Servicing	55,543	58,953	35,074	11,568	11,463	1,639	42%
US Bank, NA	34,180	11,890	9,157	4,817	4,191	1,393	26%
Wadovna Mortgage, FSB ⁴	65,426	6,665	3,902	3,894	5	0	6%
Wells Fargo Bank, NA ⁵	378,480	225,610	165,217	114,918	30,014	9,162	38%
Other SPA servicers ¹⁰	22,895	3,616	2,916	1,283	1,411	NA	12%
Other GSE servicers ¹¹	287,624	NA	55,678	30,826	19,735	NA	18%
Total	3,398,612	1,436,902	1,168,925	780,951	227,922	108,212	30%

¹ Estimated eligible 60+ day delinquent mortgages as reported by servicers as of February 28, 2010, include conventional loans.

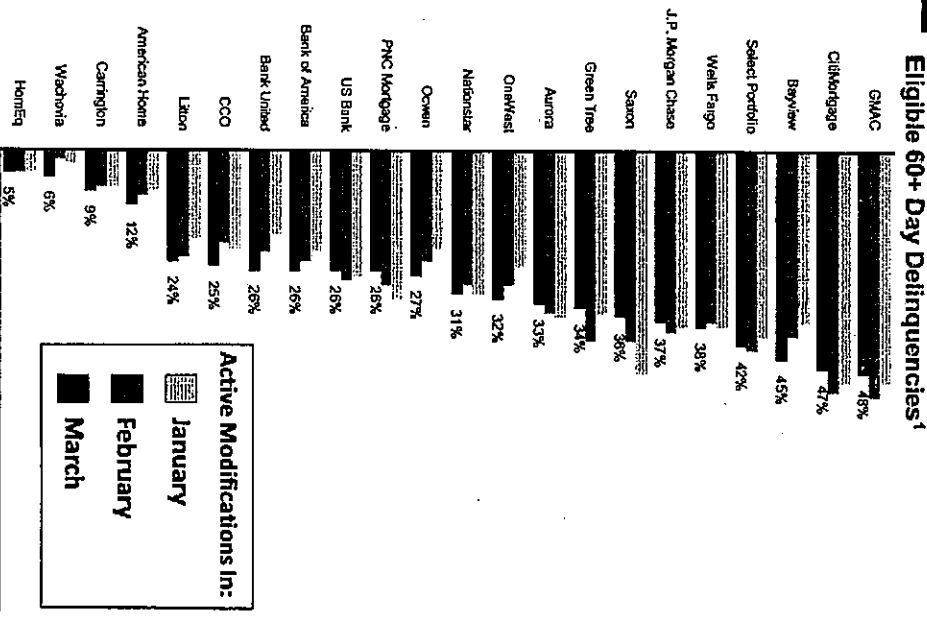
- In foreclosure and bankruptcy;
- with a current unpaid principal balance less than \$729,750 on a one-unit property; \$934,200 on a two-unit property; \$1,123,250 on a three-unit property; and \$1,403,400 on a four-unit property;
- on a property that was owner-occupied at origination;
- originated prior to January 1, 2009.

Estimated eligible 60+ day delinquent loans excludes:

- FHA and VA loans;
- loans that are current or less than 60 days delinquent, which may be eligible for HAMP if a borrower is in imminent default;
- For servicers ending after January 1, 2010 that did not participate in the 60+ day delinquency survey, the delinquency count is from the servicer registration form;
- As reported in the weekly servicer survey through April 1, 2010.

² Active trial and permanent modifications as reported into the HAMP system of record

Active Modifications as a Share of Estimated Eligible 60+ Day Delinquencies¹



Note: Includes active trial and permanent modifications. Servicer contributions are the same as the table at left. Modifications through January as share of 60+ day delinquencies on December 31, 2009. Modifications through February as share of 60+ day delinquencies on January 31, 2010. Modifications through March as share of 60+ day delinquencies on February 28, 2010.

Making Home Affordable Program

Servicer Performance Report Through January 2010

HAMP Modification Activity by Servicer

Servicer	Estimated Eligible 60+ Day Delinquency	Total Plan Others Extended	All HAMP Trials Started	Active Trial Modifications	Permanent Modifications	Pending Permanent Modifications	Active Trials + Permanent as Share of Eligible 60+ Day Delinquencies
American Home Mortgage Servicing Inc	127,521	15,137	12,142	11,764	333	2,173	9%
Aurora Loan Services, LLC	77,985	43,666	38,187	21,299	6,554	2,235	36%
Bank of America, NA ¹	1,066,025	329,745	237,766	221,395	12,761	13,701	22%
Bank United	9,287	1,211	944	816	128	629	18%
Bayview Loan Servicing, LLC	10,413	4,603	3,960	3,564	249	48	37%
Carrington Mortgage Services, LLC	18,623	2,761	1,514	693	811	33	8%
CCO Mortgage	5,387	1,168	1,132	1,103	29	311	21%
Chili Mortgage, Inc.	246,038	146,200	130,817	111,247	10,929	7,299	50%
Forestar Credit Management Corp.	9,527	78	8	6	0	NA	0%
GMAC Mortgage, Inc.	65,751	45,880	34,196	21,330	31,394	7,352	50%
Green Tree Servicing LLC	11,250	5,604	4,055	3,728	227	389	35%
HomeEq Servicing	41,513	3,250	2,020	1,333	596	16	5%
J.P. Morgan Chase Bank, NA ²	432,416	222,192	170,028	150,902	11,581	17,959	38%
Liberty Loan Servicing LP	110,795	30,114	22,782	18,454	2,568	942	19%
Nelsonist Mortgage, LLC	49,596	24,399	17,427	12,953	2,274	698	31%
Oakwell Financial Corporation, Inc.	65,608	18,938	14,217	7,032	8,930	4,836	21%
Olivebank Bank	112,200	46,548	30,509	24,741	3,087	5,848	25%
PNC Mortgage ³	41,965	20,472	15,523	13,141	77	832	32%
Saxon Mortgage Services, Inc.	71,429	40,375	36,964	28,685	5,312	4,989	48%
Select Portfolio Servicing	62,041	50,149	31,630	17,915	6,761	1,402	40%
US Bank, NA	29,393	10,626	7,799	6,873	1,126	2,366	27%
Wachovia Mortgage, FSB ⁴	86,461	11,418	2,834	2,443	320	873	3%
Wells Fargo Bank, NA	357,443	188,749	144,904	119,476	17,652	7,554	38%
Other SPA servicers ⁵	22,981	2,635	1,923	1,131	750	NA	8%
Other GSE Servicers ⁶	277,253	NA	44,650	28,612	13,741	NA	15%
Total	3,404,501	1,289,357	1,008,216	830,438	116,297	78,482	28%

¹ Estimated eligible 60+ day delinquent mortgages as reported by servicers as of December 31, 2009 include conventional loans.

² As reported in the weekly servicer survey through January 28, 2010.

³ Active trial and permanent modifications as reported into the HAMP system of record by servicers.

⁴ As reported by servicers. Pending permanent modifications have been approved by the servicer but have not yet been accepted by the borrower. While pending, modifications are reflected in the count of active trials.

⁵ Bank of America, NA includes Bank of America, NA, BAC Home Loans Servicing LP, Home Loan Services and Wilshire Credit Corporation.

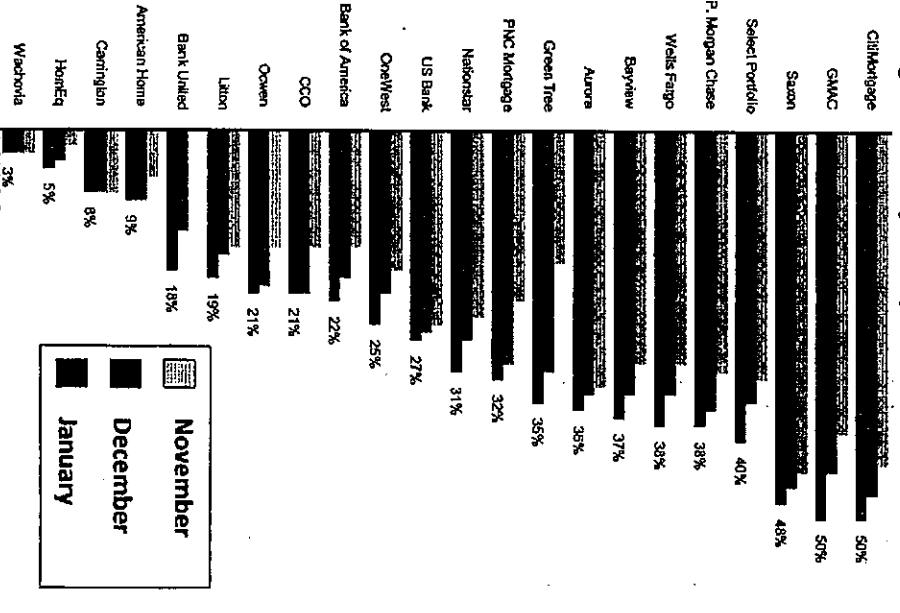
⁶ J.P. Morgan Chase Bank, NA includes EMC Mortgage Corporation, Formerly National City Bank.

⁷ Wachovia Mortgage FSB includes Wachovia Bank, NA.

⁸ Other SPA servicers are entities with less than 5,000 estimated eligible 60+ day delinquencies that have signed participation agreements with Treasury and Fannie Mae. A full list of participating servicers is in the Appendix.

⁹ Includes servicers of loans owned or guaranteed by Fannie Mae and Freddie Mac.

Active Modifications as a Share of Estimated Eligible 60+ Day Delinquencies



Note: Includes active trial and permanent modifications. Servicer combinations are the same as the table at left.

November trials as a share of 60+ day delinquencies on October 31, 2009.

December trials as a share of 60+ day delinquencies on November 30, 2009.

January trials as a share of 60+ day delinquencies on December 31, 2009.

Making Home Affordable Program

Servicer Performance Report Through November 2009

HAMP Modification Activity by Servicer

Servicer	Participation Date	Estimated Eligible 60+ Day Delinquencies ¹	Trial Plan Offers Extended	All HAMP Trials Started	Active Trial Identifications ²	Permanent Modifications ³	Active Trials as Share of Eligible 60+ Day Delinquencies ⁴
American Home Mortgage Servicing, Inc.	7/22/09	120,797	12,621	7,642	7,430	201	6%
Ally Bank	5/1/09	75,829	38,410	32,994	21,717	3,622	33%
Bank of America NA ⁵	4/1/09	1,018,192	244,139	158,462	156,964	96	15%
Bank United	10/23/09	5,102	672	0	0	0	0%
Bayview Loan Servicing, LLC	7/1/09	9,808	3,638	2,995	2,884	50	90%
Carriagon Mortgage Services LLC	4/27/09	18,413	2,298	1,481	1,198	280	8%
CCO Mortgage	6/17/09	5,173	1,353	789	789	0	15%
Clith Mortgage, Inc. ⁶	4/13/09	233,824	127,584	103,478	100,126	274	43%
Franklin Credit Management Corporation	9/11/09	9,612	0	0	0	0	0%
GMAC Mortgage, Inc.	4/13/09	67,539	39,637	28,275	19,539	7,111	39%
Green Tree Servicing LLC	4/24/09	4,072	1,154	754	682	2	17%
Home Servicing	8/5/09	40,969	1,987	657	657	0	2%
J.P. Morgan Chase Bank NA ⁷	4/13/09	446,815	199,035	143,027	38,566	4,302	31%
Litton Loan Servicing LP	8/12/09	109,614	22,702	6,909	18,870	39	15%
Monterey, Inc.	7/17/09	2,283	392	19	49	0	2%
Nationstar Mortgage LLC	4/16/09	47,566	22,251	11,717	11,296	358	24%
Owens Financial Corporation, Inc.	4/16/09	66,351	15,961	9,793	5,519	4,252	15%
Residential Credit Solutions	8/28/09	111,674	35,313	19,623	19,623	0	18%
OneWest Bank	6/23/09	45,240	17,526	10,561	9,902	18	22%
PNC Mortgage ⁸	6/12/09	2,189	399	368	270	98	17%
RG Mortgage Corporation	6/17/09	3,223	348	90	87	21	3%
Saxon Mortgage Services, Inc.	4/13/09	80,309	38,145	35,608	35,565	42	44%
Select Portfolio Servicing	4/13/09	61,616	42,244	26,906	19,552	216	32%
US Bank NA	9/9/09	26,354	9,084	6,518	6,480	38	25%
Wachovia Mortgage, FSB ⁹	7/1/09	82,457	8,542	2,371	1,990	351	3%
Wells Fargo Bank, NA	4/13/09	334,919	148,240	104,908	96,137	3,537	30%
Other SPA servicers ¹⁰		4,779	434	432	251	167	8%
Other GSE Servicers ¹¹		262,842	NA	53,021	24,877	6,281	NA
Total		3,299,730	1,032,637	739,058	697,826	31,382	24%

¹ Estimated eligible 60+ day delinquent mortgages as reported by servicers as of October 31, 2009 include loans:

- in foreclosure and bankruptcy;
- with a current unpaid principal balance less than \$728,730 on a one-unit property, \$934,200 on a two-unit property, \$1,123,250 on a three-unit property and \$1,403,400 on a four-unit property;
- on a property that was owner-occupied at origination;
- originated prior to January 1, 2008;
- estimated eligible 60+ day delinquent loans exclude:
 - 1st and 2nd lien loans;
 - 1st and 2nd lien loans that are 60 days delinquent, which may be eligible for HAMP if a borrower is in imminent default;
 - services ending after November 1 did not participate in the 60+ day delinquency survey;
 - 2 loans full and permanent modifications as reported from the HAMP system of report by servicers.

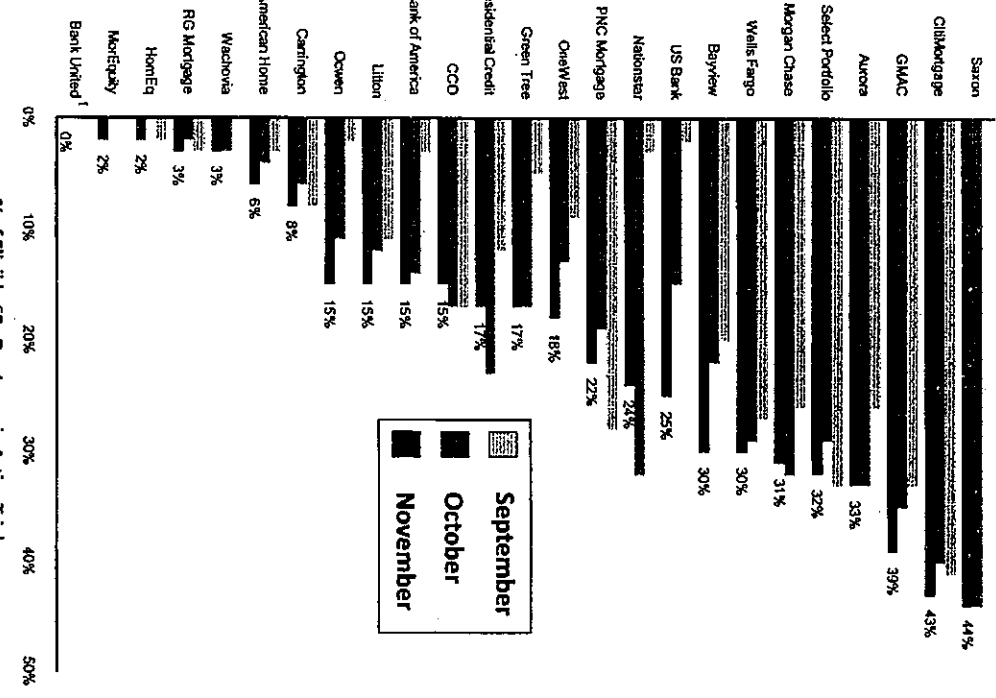
² Active trial includes:

- Saxon Mortgage Services, Inc.;
- Wells Fargo Bank, NA;
- Bank of America NA;
- GMAC Mortgage, Inc.;
- Green Tree Servicing, LLC;
- Home Servicing, Inc.;
- J.P. Morgan Chase Bank, NA;
- Nationalstar Mortgage, LLC;
- Owens Financial Corporation, Inc.;
- Residential Credit Solutions, Inc.;
- OneWest Bank, Inc.;
- PNC Mortgage, Inc.;
- RG Mortgage Corporation;
- Saxon Mortgage Services, Inc.;
- Select Portfolio Servicing, Inc.;
- US Bank, NA;
- Wachovia Bank, NA;
- Wells Fargo Bank, NA;
- Other SPA servicers;
- Other GSE servicers.

³ Permanent modifications include:

- 1st lien modifications;
- 2nd lien modifications;
- 3rd lien modifications;
- 4th lien modifications;
- 5th lien modifications;
- 6th lien modifications;
- 7th lien modifications;
- 8th lien modifications;
- 9th lien modifications;
- 10th lien modifications;
- 11th lien modifications;
- 12th lien modifications;
- 13th lien modifications;
- 14th lien modifications;
- 15th lien modifications;
- 16th lien modifications;
- 17th lien modifications;
- 18th lien modifications;
- 19th lien modifications;
- 20th lien modifications;
- 21st lien modifications;
- 22nd lien modifications;
- 23rd lien modifications;
- 24th lien modifications;
- 25th lien modifications;
- 26th lien modifications;
- 27th lien modifications;
- 28th lien modifications;
- 29th lien modifications;
- 30th lien modifications;
- 31st lien modifications;
- 32nd lien modifications;
- 33rd lien modifications;
- 34th lien modifications;
- 35th lien modifications;
- 36th lien modifications;
- 37th lien modifications;
- 38th lien modifications;
- 39th lien modifications;
- 40th lien modifications;
- 41st lien modifications;
- 42nd lien modifications;
- 43rd lien modifications;
- 44th lien modifications;
- 45th lien modifications;
- 46th lien modifications;
- 47th lien modifications;
- 48th lien modifications;
- 49th lien modifications;
- 50th lien modifications;
- 51st lien modifications;
- 52nd lien modifications;
- 53rd lien modifications;
- 54th lien modifications;
- 55th lien modifications;
- 56th lien modifications;
- 57th lien modifications;
- 58th lien modifications;
- 59th lien modifications;
- 60th lien modifications;
- 61st lien modifications;
- 62nd lien modifications;
- 63rd lien modifications;
- 64th lien modifications;
- 65th lien modifications;
- 66th lien modifications;
- 67th lien modifications;
- 68th lien modifications;
- 69th lien modifications;
- 70th lien modifications;
- 71st lien modifications;
- 72nd lien modifications;
- 73rd lien modifications;
- 74th lien modifications;
- 75th lien modifications;
- 76th lien modifications;
- 77th lien modifications;
- 78th lien modifications;
- 79th lien modifications;
- 80th lien modifications;
- 81st lien modifications;
- 82nd lien modifications;
- 83rd lien modifications;
- 84th lien modifications;
- 85th lien modifications;
- 86th lien modifications;
- 87th lien modifications;
- 88th lien modifications;
- 89th lien modifications;
- 90th lien modifications;
- 91st lien modifications;
- 92nd lien modifications;
- 93rd lien modifications;
- 94th lien modifications;
- 95th lien modifications;
- 96th lien modifications;
- 97th lien modifications;
- 98th lien modifications;
- 99th lien modifications;
- 100th lien modifications;
- 101st lien modifications;
- 102nd lien modifications;
- 103rd lien modifications;
- 104th lien modifications;
- 105th lien modifications;
- 106th lien modifications;
- 107th lien modifications;
- 108th lien modifications;
- 109th lien modifications;
- 110th lien modifications;
- 111th lien modifications;
- 112th lien modifications;
- 113th lien modifications;
- 114th lien modifications;
- 115th lien modifications;
- 116th lien modifications;
- 117th lien modifications;
- 118th lien modifications;
- 119th lien modifications;
- 120th lien modifications;
- 121st lien modifications;
- 122nd lien modifications;
- 123rd lien modifications;
- 124th lien modifications;
- 125th lien modifications;
- 126th lien modifications;
- 127th lien modifications;
- 128th lien modifications;
- 129th lien modifications;
- 130th lien modifications;
- 131st lien modifications;
- 132nd lien modifications;
- 133rd lien modifications;
- 134th lien modifications;
- 135th lien modifications;
- 136th lien modifications;
- 137th lien modifications;
- 138th lien modifications;
- 139th lien modifications;
- 140th lien modifications;
- 141st lien modifications;
- 142nd lien modifications;
- 143rd lien modifications;
- 144th lien modifications;
- 145th lien modifications;
- 146th lien modifications;
- 147th lien modifications;
- 148th lien modifications;
- 149th lien modifications;
- 150th lien modifications;
- 151st lien modifications;
- 152nd lien modifications;
- 153rd lien modifications;
- 154th lien modifications;
- 155th lien modifications;
- 156th lien modifications;
- 157th lien modifications;
- 158th lien modifications;
- 159th lien modifications;
- 160th lien modifications;
- 161st lien modifications;
- 162nd lien modifications;
- 163rd lien modifications;
- 164th lien modifications;
- 165th lien modifications;
- 166th lien modifications;
- 167th lien modifications;
- 168th lien modifications;
- 169th lien modifications;
- 170th lien modifications;
- 171st lien modifications;
- 172nd lien modifications;
- 173rd lien modifications;
- 174th lien modifications;
- 175th lien modifications;
- 176th lien modifications;
- 177th lien modifications;
- 178th lien modifications;
- 179th lien modifications;
- 180th lien modifications;
- 181st lien modifications;
- 182nd lien modifications;
- 183rd lien modifications;
- 184th lien modifications;
- 185th lien modifications;
- 186th lien modifications;
- 187th lien modifications;
- 188th lien modifications;
- 189th lien modifications;
- 190th lien modifications;
- 191st lien modifications;
- 192nd lien modifications;
- 193rd lien modifications;
- 194th lien modifications;
- 195th lien modifications;
- 196th lien modifications;
- 197th lien modifications;
- 198th lien modifications;
- 199th lien modifications;
- 200th lien modifications;
- 201st lien modifications;
- 202nd lien modifications;
- 203rd lien modifications;
- 204th lien modifications;
- 205th lien modifications;
- 206th lien modifications;
- 207th lien modifications;
- 208th lien modifications;
- 209th lien modifications;
- 210th lien modifications;
- 211th lien modifications;
- 212th lien modifications;
- 213th lien modifications;
- 214th lien modifications;
- 215th lien modifications;
- 216th lien modifications;
- 217th lien modifications;
- 218th lien modifications;
- 219th lien modifications;
- 220th lien modifications;
- 221st lien modifications;
- 222nd lien modifications;
- 223rd lien modifications;
- 224th lien modifications;
- 225th lien modifications;
- 226th lien modifications;
- 227th lien modifications;
- 228th lien modifications;
- 229th lien modifications;
- 230th lien modifications;
- 231st lien modifications;
- 232nd lien modifications;
- 233rd lien modifications;
- 234th lien modifications;
- 235th lien modifications;
- 236th lien modifications;
- 237th lien modifications;
- 238th lien modifications;
- 239th lien modifications;
- 240th lien modifications;
- 241st lien modifications;
- 242nd lien modifications;
- 243rd lien modifications;
- 244th lien modifications;
- 245th lien modifications;
- 246th lien modifications;
- 247th lien modifications;
- 248th lien modifications;
- 249th lien modifications;
- 250th lien modifications;
- 251st lien modifications;
- 252nd lien modifications;
- 253rd lien modifications;
- 254th lien modifications;
- 255th lien modifications;
- 256th lien modifications;
- 257th lien modifications;
- 258th lien modifications;
- 259th lien modifications;
- 260th lien modifications;
- 261st lien modifications;
- 262nd lien modifications;
- 263rd lien modifications;
- 264th lien modifications;
- 265th lien modifications;
- 266th lien modifications;
- 267th lien modifications;
- 268th lien modifications;
- 269th lien modifications;
- 270th lien modifications;
- 271st lien modifications;
- 272nd lien modifications;
- 273rd lien modifications;
- 274th lien modifications;
- 275th lien modifications;
- 276th lien modifications;
- 277th lien modifications;
- 278th lien modifications;
- 279th lien modifications;
- 280th lien modifications;
- 281st lien modifications;
- 282nd lien modifications;
- 283rd lien modifications;
- 284th lien modifications;
- 285th lien modifications;
- 286th lien modifications;
- 287th lien modifications;
- 288th lien modifications;
- 289th lien modifications;
- 290th lien modifications;
- 291st lien modifications;
- 292nd lien modifications;
- 293rd lien modifications;
- 294th lien modifications;
- 295th lien modifications;
- 296th lien modifications;
- 297th lien modifications;
- 298th lien modifications;
- 299th lien modifications;
- 300th lien modifications;
- 301st lien modifications;
- 302nd lien modifications;
- 303rd lien modifications;
- 304th lien modifications;
- 305th lien modifications;
- 306th lien modifications;
- 307th lien modifications;
- 308th lien modifications;
- 309th lien modifications;
- 310th lien modifications;
- 311th lien modifications;
- 312th lien modifications;
- 313th lien modifications;
- 314th lien modifications;
- 315th lien modifications;
- 316th lien modifications;
- 317th lien modifications;
- 318th lien modifications;
- 319th lien modifications;
- 320th lien modifications;
- 321st lien modifications;
- 322nd lien modifications;
- 323rd lien modifications;
- 324th lien modifications;
- 325th lien modifications;
- 326th lien modifications;
- 327th lien modifications;
- 328th lien modifications;
- 329th lien modifications;
- 330th lien modifications;
- 331st lien modifications;
- 332nd lien modifications;
- 333rd lien modifications;
- 334th lien modifications;
- 335th lien modifications;
- 336th lien modifications;
- 337th lien modifications;
- 338th lien modifications;
- 339th lien modifications;
- 340th lien modifications;
- 341st lien modifications;
- 342nd lien modifications;
- 343rd lien modifications;
- 344th lien modifications;
- 345th lien modifications;
- 346th lien modifications;
- 347th lien modifications;
- 348th lien modifications;
- 349th lien modifications;
- 350th lien modifications;
- 351st lien modifications;
- 352nd lien modifications;
- 353rd lien modifications;
- 354th lien modifications;
- 355th lien modifications;
- 356th lien modifications;
- 357th lien modifications;
- 358th lien modifications;
- 359th lien modifications;
- 360th lien modifications;
- 361st lien modifications;
- 362nd lien modifications;
- 363rd lien modifications;
- 364th lien modifications;
- 365th lien modifications;
- 366th lien modifications;
- 367th lien modifications;
- 368th lien modifications;
- 369th lien modifications;
- 370th lien modifications;
- 371st lien modifications;
- 372nd lien modifications;
- 373rd lien modifications;
- 374th lien modifications;
- 375th lien modifications;
- 376th lien modifications;
- 377th lien modifications;
- 378th lien modifications;
- 379th lien modifications;
- 380th lien modifications;
- 381st lien modifications;
- 382nd lien modifications;
- 383rd lien modifications;
- 384th lien modifications;
- 385th lien modifications;
- 386th lien modifications;
- 387th lien modifications;
- 388th lien modifications;
- 389th lien modifications;
- 390th lien modifications;
- 391st lien modifications;
- 392nd lien modifications;
- 393rd lien modifications;
- 394th lien modifications;
- 395th lien modifications;
- 396th lien modifications;
- 397th lien modifications;
- 398th lien modifications;
- 399th lien modifications;
- 400th lien modifications;
- 401st lien modifications;
- 402nd lien modifications;
- 403rd lien modifications;
- 404th lien modifications;
- 405th lien modifications;
- 406th lien modifications;
- 407th lien modifications;
- 408th lien modifications;
- 409th lien modifications;
- 410th lien modifications;
- 411th lien modifications;
- 412th lien modifications;
- 413th lien modifications;
- 414th lien modifications;
- 415th lien modifications;
- 416th lien modifications;
- 417th lien modifications;
- 418th lien modifications;
- 419th lien modifications;
- 420th lien modifications;
- 421st lien modifications;
- 422nd lien modifications;
- 423rd lien modifications;
- 424th lien modifications;
- 425th lien modifications;
- 426th lien modifications;
- 427th lien modifications;
- 428th lien modifications;
- 429th lien modifications;
- 430th lien modifications;
- 431st lien modifications;
- 432nd lien modifications;
- 433rd lien modifications;
- 434th lien modifications;
- 435th lien modifications;
- 436th lien modifications;
- 437th lien modifications;
- 438th lien modifications;
- 439th lien modifications;
- 440th lien modifications;
- 441st lien modifications;
- 442nd lien modifications;
- 443rd lien modifications;
- 444th lien modifications;
- 445th lien modifications;
- 446th lien modifications;
- 447th lien modifications;
- 448th lien modifications;
- 449th lien modifications;
- 450th lien modifications;
- 451st lien modifications;
- 452nd lien modifications;
- 453rd lien modifications;
- 454th lien modifications;
- 455th lien modifications;
- 456th lien modifications;
- 457th lien modifications;
- 458th lien modifications;
- 459th lien modifications;
- 460th lien modifications;
- 461st lien modifications;
- 462nd lien modifications;
- 463rd lien modifications;
- 464th lien modifications;
- 465th lien modifications;
- 466th lien modifications;
- 467th lien modifications;
- 468th lien modifications;
- 469th lien modifications;
- 470th lien modifications;
- 471st lien modifications;
- 472nd lien modifications;
- 473rd lien modifications;
- 474th lien modifications;
- 475th lien modifications;
- 476th lien modifications;
- 477th lien modifications;
- 478th lien modifications;
- 479th lien modifications;
- 480th lien modifications;
- 481st lien modifications;
- 482nd lien modifications;
- 483rd lien modifications;
- 484th lien modifications;
- 485th lien modifications;
- 486th lien modifications;
- 487th lien modifications;
- 488th lien modifications;
- 489th lien modifications;
- 490th lien modifications;
- 491st lien modifications;
- 492nd lien modifications;
- 493rd lien modifications;
- 494th lien modifications;
- 495th lien modifications;
- 496th lien modifications;
- 497th lien modifications;
- 498th lien modifications;
- 499th lien modifications;
- 500th lien modifications;

Trial Modification Tracker: Active Modifications as a Share of Estimated Eligible 60+ Day Delinquencies



¹ Bank United began participation on October 23, 2009.

Note: Includes active trial and permanent modifications. Servicer combinations are the same as the table at left.

September trials as a share of 60+ day delinquencies on August 31, 2009.

October trials as a share of 60+ day delinquencies on September 30, 2009.

November trials as a share of 60+ day delinquencies on October 31, 2009.

