## EMC MORTGAGE CORPORATION

November 22, 2006

WILLIAM T. POWELL 4509 E 16TH ST INDIANAPOLIS, IN 46201 172

RE:

EMC Loan:

#0007560

Property Address:

4509 E 16 ST

INDIANAPOLIS, IN 46205

Dear Borrowers:

Enclosed is a copy of the executed modification agreement. You are now due for your November 20, 2006 mortgage payment in the amount of \$362.55 (principal & interest \$229.48 + escrow deposit \$133.07).

Within the next few weeks your escrow account will be analyzed. The escrow portion of your account may be changed accordingly.

You should begin receiving your new monthly billing statements within six to eight weeks. Until you receive a statement, please remit your monthly mortgage payment in the amount of \$362.55 to P.O. Box 225749, Dallas, Texas 75222-5749.

Should you have any questions regarding the modification or the above, please contact me at 866-564-3529 ext..

Sincerely,

Roderick Wedgeworth Loan Workout Department

Enclosure

## NOTICE

EMC Mortgage Corporation is writing regarding the collection of your loan, any information obtained may be used for that purpose.

RECORDING REQUESTED BY: EMC MORTGAGE CORPORATION

AND WHEN RECORDED MAIL TO:

EMC MORTGAGE CORPORATION 909 HIDDEN RIDGE DR. #200 IRVING, TX 75038 ATTN: LOSS MITIGATION

Loan No. 0007560220

SPACE ABOVE THIS LINE FOR RECORDER'S USE

## LOAN MODIFICATION AGREEMENT

This Loan Modification Agreement ("Agreement"), made this November 9, 2006, between WILLIAM T. POWELL (collectively known as "Borrower"), and LaSalle National Bank, in its capacity as indenture trustee under that certain Sale and Servicing Agreement dated October 1, 2000 among AFC Trust Series 2000-3, as Issuer, Superior Bank FSB, as Servicer, Coast-To-Coast Mortgage SPV-2 Corp., as Seller, LaSalle Bank National Association, as Indenture Trustee, and Coast-To-Coast Financial Corporation, AFC Mortgage Loan Asset Backed Notes, Series 2000-3, and any amendments thereto, ("Lender") current holder of the Note and Security Instrument hereinafter described, amends and supplements (1) the original Note dated September 20, 2000 made in the amount of \$15,750.00 and (2) the original Security Instrument dated September 20, 2000, and recorded September 26, 2000, in Document/Instrument Number 2000-0151993 in the official records of MARION County, IN and any other Subsequent Security Instruments (collectively "Security Instrument"), all which cover the real property described in said Security Instrument, commonly located at: 4509 E 16 ST, INDIANAPOLIS, IN 46205 ("Property"), and more particularly described as: LOT NUMBERED TWENTY (20) IN ROSALIA PLACE, AND ADDITION TO THE CITY OF INDIANAPOLIS, AS PER PLAT THEREOF RECORDED IN PLAT BOOK 19, PAGE 49, IN THE OFFICE OF THE RECORDER OF MARION COUNTY, INDIANA.

- 1. As of October 20, 2006, the amount payable under the Note and the Security Instrument is \$15,260.42 ("Unpaid Principal Balance"). The Borrower acknowledges that interest has accrued but has not been paid and the Lender has incurred, paid or otherwise advanced taxes, insurance premiums and other expenses necessary to protect or enforce its interest in the Note and the Security Instrument, and that such interest, costs, expenses (exclude foreclosures fees and costs and late fees if not permitted by agency and /or investor guidelines) in the total amount of \$8,813.33 have been added to the indebtedness under the terms of the Note and Security Instrument and the loan re-amortized over 287 months. When payments resume on November 20, 2006, the New Unpaid Principal Balance will be \$24,073.75.
- 2. The Borrower promises to pay the New Unpaid Principal Balance, plus the interest, to the order of the Lender. Interest will be charged on the Unpaid Principal Balance at the annual rate of 10.5% from October 20, 2006, and Borrower promises to pay monthly payments of principal and interest in the amount of \$229.48 (this figure does not include escrow), beginning November 20, 2006, and on the same day of each month thereafter until the entire amount due and payable under the terms of the Note, Security Instrument and this Agreement are paid in full. If on September 20, 2030, ("Maturity Date"), Borrower still owes amounts under the Note, Security Instrument or this Agreement, the Borrower shall pay these amounts in full on the Maturity Date.

Borrower shall send the monthly payments described herein to EMC Mortgage Corporation, Post Office Box 225749, Dallas, TX 75222-5749, or at such other place that Lender or EMC Mortgage Corporation may designate hereinafter in writing.

3. As consideration for Lender entering into this Agreement, Borrower hereby remises, releases and forever discharges Lender, its subsidiaries, affiliates, assigns and successors, and Lender's agents, servants, officers, principals, trustees and employees, from any and all manner of actions, causes of action, suits, debts, judgments, dues, accounts, covenants, claims and demands whatsoever, in law or equity, that the Borrower or Borrower's heirs or executors had, has or may have for any cause or thing whatsoever relating to this Agreement or the extension of credit to Borrower evidenced by the original Note and Security Instrument. Borrower understands that this is a full and final release of all claims which Borrower may have against Lender and nothing in this Agreement shall be deemed or otherwise construed as an admission of liability of any kind on the part of Lender, all such liability being expressly denied. Borrower acknowledges that he/she has had the opportunity to consult with counsel of his/her own choosing prior to executing this Agreement.

INITIAL	HERE	(WTP)

CONT'D EMC Loan Mod-Standard Loan No. 0007560220 Page 2

- 4. If all or any part of the Property or any interest therein is sold or transferred without Lender's prior written consent, the Lender may, at its option, require immediate payment in full of all sums due under the Note, Security Instrument and this Agreement.
- 5. Borrower will also comply with all other covenants, agreements, terms, conditions, and requirements of the Note and Security Instrument, including, without limitation, the Borrower's agreement to make all payments of ad valorem property taxes, insurance premiums, assessments, escrow items, impounds, and all other payments that the Borrower is obligated to pay under the terms of the Note and Security Instrument. In the event that the Borrower is not obligated under the terms of the original Note and Security Instrument to make escrow payments of ad valorem property taxes, insurance premiums and/or escrow items, in consideration for this Loan Modification, Lender requires that the Borrower make monthly payments that include ad valorem property taxes, insurance premiums and/or additional escrow items. However, the following terms and provisions of the original Note and Security Instrument are forever canceled, null and void, as of the date specified in paragraph one above:
  - (a) all terms and provisions of the Note and Security Instrument (if any) providing for or relating to any change or adjustment in the rate of interest payable under the note;
  - (b) all terms and provisions of any adjustable rate rider or other instrument or document that is affixed to or wholly or partially incorporated into, or is a part of, the Note or Security Instrument and that contains any such terms or provision as those referred to in (a) above; and
  - (c) all terms and provisions of any Rider or the original Note and Security Instrument that would have interest accrual calculated by a method other than standard 30/360 accrual method.
- 6. The parties hereto acknowledge that a discharge from a Chapter 7 bankruptcy may have been granted to the Borrower prior to the execution of the Agreement hereof and that the Lender may not pursue the Borrower for personal liability. However, the parties acknowledge that the Lender retains certain rights, including but not limited to, the right to foreclose its lien under appropriate circumstances. The parties agree that the consideration given for this Agreement is the Lender's forbearance from presently exercising its rights and pursuing its remedies under the Security Instrument as a result of the Borrower's default of the obligations therein. Borrower is entering this Agreement voluntarily and without duress. Borrower has voluntarily decided to repay the Debt to remain in the property. Nothing herein shall be construed to be an attempt to collect against the Borrower personally or an attempt to revive or reaffirm any personal liability.
- 7. Nothing in this Agreement shall be understood or construed to be a satisfaction or release in whole or in part of the Note and/or Security Instrument. Except as expressly provided in this Agreement, the Note and Security Instrument will remain unchanged and the Borrower and Lender will be bound by, and comply with, all of the terms and provisions of the Note and/or Security Instrument, as amended by this Agreement.
- 8. The parties hereto acknowledge that the new Unpaid Principal Balance may not be fully covered under any existing optional insurance policy and any shortages fall upon the borrower to remedy.

This Agreement is in effect upon execution by the Borrower and will be treated as such. If, however, corrections and/or amendments are needed for this Agreement(s) to correctly reflect the intent of all parties, the Borrower will perform reasonable requests and return the document(s) as necessary to the Lender.

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CONT'D EMC Loan Mod-Standard Loan No. 0007560220 Page 3

BORROWER (S):

STATE OF Indiana

COUNTY OF Macion

On November 14 2006, before me, the undersigned, a Notary Public in and for said State, personally appeared WILLIAM T. POWELL personally known to me - OR - proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument. Notary Public Seal Of INDIANTIME

WITNESS my hand and official seal.

My Commission Expires: 01/16/2014

CONT'D **EMC Loan Mod-Standard** Loan No. 0007560220 Page 4

LENDER: 122106

LaSalle National Bank, in its capacity as indenture trustee under that certain Sale and Servicing Agreement dated October 1, 2000 among AFC Trust Series 2000-3, as Issuer, Superior Bank FSB, as Servicer, Coast-To-Coast Mortgage SPV-2 Corp., as Seller, LaSalle Bank National Association, as Indenture Trustee, and Coast-To-Coast Financial Corporation, AFC Mortgage Loan Asset Backed Notes, Series 2000-3, and any amendments thereto, , by EMC Mortgage as Attorney in Fact

STATE OF TEXAS

**COUNTY OF DALLAS** 

the , before me, the undersigned, a Notary Public in and for said State, personally appeared Ella Brown Personally known to me - OR - \_\_\_\_ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature of Notary

RACHEL M. GRILLOT Notary Public, State of Texas