



Promissory Note Set-Up Form

The information contained in this Form is needed to set up your promissory note on our servicing system. The full completion of this Form is required. Please take your time and carefully review all information.

Radian # :

Borrower 1 Full Name: **SS #**
New Home Phone # () - Work # () -

Borrower 2 Full Name: **SS #**
New Home Phone # () - Work # () -

New Mailing Address (address where Payment Coupons are to be sent):

I (We) certify that the above information provided is accurate and understand that it is my (our) responsibility to notify Radian Services LLC of any future address and/ or phone number changes.

X _____ Date: / /

X _____ Date: / /

This Form must be attached to the executed Promissory Note and delivered to Radian Services LLC in accordance with the terms of the workout approval.

FOR RADIAN USE ONLY
SERVICER: Wells Fargo Bank
LOAN #:
CONTACT: _
PHONE #:



Dear T: and R:

Dyck O'Neal, Inc will be servicing your Promissory Note upon receiving this note from Radian Services LLC. You will soon receive a Servicing Acquired Letter, Privacy Letter, Authorization Agreement Form, and Payment Coupons. For any payments sent at the signing of this note, please include the Radian Certification number on your check. Once you have received your coupon package, please remit all future payments to **Dyck O'Neal, Inc 15301 Spectrum Dr. Ste 450 Addison, TX 75001** and include the Dyck O'Neal account number. Should you have any questions about your account, feel free to contact a Loan Counselor at 972-661-3744 or toll free at 800-447-2481. You can also visit our website at www.dyckoneal.com.



This Promissory Note was agreed to by the seller as a final requirement of the Short Sale. Radian Mortgage Insurance refused to agree to the Short Sale unless the seller made restitution to Radian to supplement the insurance settlement Radian will pay Wells Fargo for the deficiency loss on the Wells Fargo Note with the seller.

Promissory Note

Radian Services LLC #

Principal Amount: \$26,500.00

Borrower(s) Name: Borrower#1 :
Borrower#2 :

Radian's initial demands were for \$26,500 with no pre-payment authority. The sellers countered the initial offer with a one time payment of \$5,000 which was rejected by Radian. Radian countered with the pre-payment option of 60% of the balance any time during the period of the note. The sellers decided to pay Radian off at the Close of Escrow for the sum of \$15,900. Wells Fargo agreed to a complete discharge of the debt and release of the lien.

Borrower(s) Address:

Phoenix, AZ 85037

Address of Radian Services LLC: 1601 Market Street, 3rd Floor, Philadelphia, PA 19103

1.) MEANING OF SOME WORDS

The words "I", "me", and "my" mean anyone signing this Note as a Borrower. The words "you" and "your" means Radian Services LLC or anyone this Note is transferred to and is entitled to payment under this Note.

2.) BORROWER'S PROMISE TO PAY

In consideration for certain waivers of your rights under the insurance policy you issued on my mortgage loan, I am obligated and promise to pay U.S. \$26,500.00 (this amount is called principal) plus interest to you.

3.) INTEREST

Interest will be charged on unpaid principal until the full amount of principal has been paid. I will pay interest at the yearly rate of 0.00%.

4.) PAYMENTS

A. Time and Place:

I will pay principal and interest by making monthly payments on the 1st day of each month beginning on 10/1/2009. I will pay every month until I have paid all the principal and interest and any other charges described below that I may owe. My monthly payment will be applied to interest before principal. If on 9/1/2024, I still owe amounts due under this Note, I will pay the amounts in full on that date. I will make monthly payments at the address listed above.

B. Amount of Monthly Payments:

My monthly payments will be in the amount of U.S. \$147.22.

5.) BORROWER'S RIGHT TO PREPAY

I have the right to make payments of principal at any time before the date they are due. This payment of "principal only" is known as "prepayment". When I make a prepayment, I will notify you in writing that I am doing so. I may make a prepayment without paying any penalty. You will use all of my prepayments to reduce the amount of principal. If I make a prepayment, there will be no changes in the due date, or in the amount of my monthly payment unless you agree in writing to those changes. Prepayments will reduce the number of monthly payments I must make, or, the amount of my final monthly payment.

Borrower #1 :

Borrower #2 :

6.) **EARLY SATISFACTION INCENTIVE**

I have an option to fully satisfy this Note by paying you, in certified funds, 60% of the remaining unpaid principal balance. This option is not available to me if I am in Default.

7.) **DEFAULT**

A. The following are each "Defaults":

- (i) I fail to make any payment within fifteen (15) days after the due date;
- (ii) I, or any of the co-signers provide you with false information or signatures at any time;
- (iii) I die or become legally unable to manage my affairs or any of the co-signers die or become legally unable to manage their affairs;
- (iv) I, or any of the co-signers, file for bankruptcy or become subject to a proceeding which seeks relief from debt;
- (v) I, or any of the co-signers, are unable to pay any debts as they become due;
- (vi) I, or any of the co-signers, violate a requirement of this Note, or any agreement between you and me existing now or in the future.

B. Notice of Default

If a Default occurs, you declare all amounts owing under this Note immediately due without telling me.

C. No waiver by You

If I am in Default and you do not require me to pay immediately in full, you will still have the right to do so if I am in Default at a later time.

D. Payment of Your Costs and Expenses

If you require me to pay immediately in full, I will reimburse you for all your costs and expenses in collecting the amount I owe. Those expenses include, for example, reasonable attorney fees.

8.) **LATE CHARGES**

If I fail to pay within fifteen (15) days of any monthly payment due date, I agree to pay a late charge of \$7.36.

9.) **NO NOTICE OR RISK OF LOSS**

You can do any of the following without telling me or losing any rights against me:

- (i) accept a check or other payment marked "paid in full" or with similar language as a partial payment under this Note;
- (ii) give me additional time for payment of any amount owing under this Note; or
- (iii) add or release any person obligated under this Note

Borrower #1 :

Borrower #2 :

10.) CHANGE OF ADDRESS

I will notify you at the address listed above, if I or any co-signers, change address within thirty (30) days of the change.

11.) OBLIGATIONS OF PERSONS UNDER THIS NOTE

Each person signing or co-signing this Note is individually fully responsible for payment of this obligation. If there is a Default, you can sue any one of the people signing or co-signing this Note even if you do not sue anyone else. This means that any one of the people signing or co-signing this Note may be required to pay all of the amounts owed under this Note. If permissible under state law, you may also garnish the wages of any person signing or co-signing this Note.

12.) LAW

Any legal question about this Note will be decided according to the laws of the State where borrower resides.

13.) CONSENT TO SUIT

Any lawsuit concerning this Note will be brought in Philadelphia, Pennsylvania in the Court of Common Pleas of Pennsylvania or the United States District Court for the Eastern District of Pennsylvania.

14.) CREDIT REPORTS

I authorize you to periodically obtain credit reports on me. You will be responsible for the costs of obtaining the credit reports.

15.) VALIDITY OF AGREEMENT

If any part of this Note is found to be invalid, the rest will remain in effect.

16.) WAIVER OF JURY TRIAL

I and each co-signer of this Note, agree that any lawsuit concerning this Note, may be conducted before a judge and without a jury.

I accept and agree to all the requirements of this Note. Each person signing below has received a completed copy of this Note without any blanks.

Borrower #1 :
Borrower #2 :

Signed Under Seal

_____ Date _____

_____ Date _____

***** **SIGNATURES NOTARIZED** *****

STATE OF _____

COUNTY OF _____

On _____

before me, _____

a Notary Public in and for said State, personally appeared _____
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 _____