

Bank of America



Bank of America, N.A.
 Attn Home Retention Division: CA6-919-01-43
 400 National Way
 Simi Valley, CA 93065

July 31, 2012

Loan# [REDACTED]
 Property
 Address: [REDACTED]

IMPORTANT MESSAGE ABOUT YOUR LOAN

Dear [REDACTED]

Bank of America, N.A. is committed to helping our valued customers who may be having difficulty in making their mortgage payments. Enclosed is a proposed agreement to modify your loan. This modification agreement will not be binding or effective unless and until it has been signed by both you and Bank of America, N.A.. Further, in order for the loan modification to become effective, you must complete the actions in the "To Accept the Proposed Modification" section of this letter by no later than August 25, 2012.

SUMMARY OF PROPOSED MODIFICATION

Current Interest Rate	6.800%
New Interest Rate	2.000%
Unpaid Principal Balance ²	\$377,647.06
"Deferred" Principal Balance ³	\$80,000.00
"Interest Bearing" Principal Balance	\$297,647.06
New Maturity Date ⁴	12/1/2046
Effective Date	10/1/2012
Interest Rate Term	480

A breakdown of your new monthly payment is as follows:

P&I Payment: ⁵	\$901.35
Escrow / Option Ins:	\$483.28
New Monthly Payment: ⁵	\$1,384.64

TO ACCEPT THE PROPOSED MODIFICATION, COMPLETE THE FOLLOWING BY August 25, 2012:

- Carefully review all documentation enclosed.**⁷ On the following pages, we have outlined important legal terms and notices of this change. It is very important that you read and understand these terms.
- Sign and date the enclosed Loan Modification Agreement in the presence of a notary. The notary acknowledgment must be in recordable form. All parties who own an interest in the property must sign the modification agreement as their name appears on the enclosed agreement.

Special Requirements If the loan Modification Agreement is being executed in California:

If executing the Loan Modification Agreement in the state of California, you must also sign and execute the California Notary Acknowledgement in the presence of a Notary. It will be utilized by the notary of the state of California in place of the notary section contained in the Loan Modification Agreement.

- The enclosed terms are based upon information you provided to us and may be subject to validation.
- Your "Unpaid Principal Balance" is calculated by adding the Delinquent Balance to your current Unpaid Principal Balance of \$337,328.03.
- A portion of your principal balance will be deferred so that your monthly payment is lowered. Interest will not accrue on the deferred portion of your principal balance.
- Your new maturity date may have changed from your current maturity date as a result of the modification terms. This agreement will bring the loan current; however, you are still required to pay back the entire unpaid principal balance by the maturity date for your loan.
- Payment subject to change. Review your agreement for more information.
- Your new Principal and Interest payment is calculated using only the "Interest Bearing" Principal Balance.
- Bank of America, N.A. is required by law to inform you that this communication is from a debt collector.

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3 Remit the Total Amount Due of \$0.00 in CERTIFIED CHECK OR MONEY ORDER.

Title and Recording Fees:	\$0.00
Delinquent Escrow:	\$1,776.87
Foreclosure Fees:	\$713.00
Bankruptcy Fees:	\$0.00
Property Inspection:	\$0.00
Late Charges Due:	\$0.00
NSF/Misc. Fees:	\$130.00
Delinquent Mortgage Payments(s):	\$0.00
Partial Funds :	\$2,619.87
Additional Contribution Agreed To:	\$0.00
Total Amount Due with Executed Agreement:	\$0.00

4 Using the pre-addressed, pre-paid FedEx envelope and the address label provided, return all properly signed and notarized documents and first payment on later than August 26, 2012.

- DID YOU REMEMBER**
- Loan Modification Agreement
(See Item #2 above)
 - California Notary Acknowledgement
(If applicable. See Above)
 - Certified Check or Money Order for the Total Amount Due

NOTE: Failure to return all documents correctly signed, dated and notarized and the first payment as requested will result in processing delays.

IMPORTANT TERMS OF PROPOSED MODIFICATION

Upon the modification agreement becoming binding and effective, the mortgage will be modified to reflect the following terms. Please read this section carefully to understand the impact of this modification on your current mortgage.

Delinquent Balance

The Following shows your current delinquent balance as of September 1, 2012. This reflects the total amount needed to bring our loan current. The proposed modification will cure the below delinquency and bring your loan current; however, it may also increase your monthly payment.

Delinquent Interest accrued from March 1, 2011 to September 1, 2012:	\$34,628.84
Fees and Costs*:	\$0.00
Delinquent Escrow	\$5,794.18
Total Amount to be added to your Principal Balance :	\$40,321.02

Fees and Costs are Estimated*

Fees may include but are not limited to property inspection fees, property preservation fees, legal fees, appraisal fees, BPO fees, title report fees, recording fees and/or subordination fees. We have made every attempt to estimate the amount of fees and costs that may have been incurred and not yet paid by Bank of America, N.A. in the servicing of your loan. Fees and costs incurred but not yet billed and not included above will remain your responsibility following the modification.

You will not pay any modification fee in connection with this agreement.

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Notice of Interest Rate Changes

Your current interest rate is 8.600%

Under the terms of the modification, your loan will be a **FIXED RATE LOAN** and your new reduced rate of 2.000% will be effective as of the October 1, 2012 payment.

Other Conditions that May Apply

Upon request, you may be asked to provide a copy of your most recent supporting income receipts (pay stubs). If you are self-employed, please include the last two (2) quarters of your Profit and Loss Statements (P&L Statements). If you have recently secured new employment, please include a letter from your employer verifying net and gross income. Please do not send originals.

In some cases, a lender's title insurance policy or endorsement may be required. The policy insures the Modified Mortgage as a valid lien in accordance with our requirements. If you have any other encumbrances on the property, then you may be required to obtain agreements by which other secured creditors subordinate their interest to the Modified Mortgage.

If any issues arise between the date of this letter and the date on which all of the terms and conditions of this letter are finalized, including, but not limited to, deterioration in the condition of the property, lawsuits, liens, additional expenses and defaulted amount, then we may not sign the modification agreement and we may pursue all collection action, including foreclosure.

You agree that Bank of America, N.A. will hold funds, not already applied, in a non-interest bearing account until the modification process is complete. Any amounts held in this account during the modification process will be applied to any outstanding balance that you owe, reducing the amount that would otherwise be added to your modified principal balance.

This letter does not stop, waive or postpone the collection actions, or credit reporting actions we have taken or contemplate taking against you and the property. In the event that you do not or cannot fulfill ALL of the terms and conditions of this letter no later than August 25, 2012 we will continue our collections actions without giving you additional notices or response periods.

Special Terms Related to Principal Forbearance

The total principal balance of the proposed modified loan will be \$377,847.06. As part of the proposed modification, we will be deferring a portion of your principal balance to a non-interest bearing account. This may include a portion or all of your current delinquent balance, as well as a portion of your current pre-modified unpaid principal balance. The total amount being deferred is \$80,000.00.

After this deferral of a portion of your principal balance, interest will accrue only on the portion of your outstanding principal balance that is not being deferred, which is \$297,847.06.

Your new payment amount of \$901.35 is calculated using your new interest rate and the amount of your "Interest Bearing" principal balance by amortizing the "Interest Bearing" principal balance over the remaining term of your loan.

You can keep track of the "Deferred Balance" by reviewing your monthly statements after completion of the enclosed Loan Modification agreement. You may pay the "Deferred Balance" at any time prior to, but not later than, the date your final payment is due.

The "Deferred" portion of the outstanding principal balance is due in full upon sale or transfer of the property securing the loan, including a foreclosure, payoff or refinance. This may require a balloon payment at the maturity of your loan. You may avoid a balloon payment by paying the "Deferred Balance" at any time prior to the payoff, refinance, or maturity of your loan. You can keep track of the "Deferred Balance" by looking at your monthly statements after you sign the enclosed Modification Agreement.

IF YOU HAVE QUESTIONS

If you have any questions about this program, please contact us at 800.669.6807. Our dedicated Loan Consultants can be reached from 8:00 AM until 9:00 PM CT Monday through Friday, and 8:00 AM until 3:00 PM CT on Saturday. You can also learn more about our Homeownership Retention Program by visiting us online at www.bankofamerica.com/cwmain.

We are committed to providing you the help you need to remain in your home. Please take advantage of this offer by completing the enclosed forms, or call us to see how we can help you. We look forward to receiving all required documents and your first payment prior to the document return deadline of August 25, 2012.

Sincerely,

Mariene Mucino
Customer Relationship Manager
Home Loan Team
Bank of America, N.A.

RECORDING REQUESTED BY:

Bank of America, N.A.
 Attn: Home Retention Division: CA6-919-01-43
 400 National Way
 Simi Valley, CA 93065

Loan #: [REDACTED]

SPACE ABOVE THIS LINE FOR RECORDER'S USE

LOAN MODIFICATION AGREEMENT

Principal Forbearance Fixed Balloon

This Loan Modification Agreement ("Agreement"), made this 31st day of July 2012, between [REDACTED] (the "Borrower(s)") and Bank of America, N.A. (Lender), amends and supplements (1) the Mortgage, Deed or Trust, or Deed to Secure Debt (the Security Instrument), dated the 10th day of November 2008 and in the amount of \$248,000.00 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 in the "Property", located at [REDACTED]

SAME AS IN SAID SECURITY INSTRUMENT

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):

- As of the 1st day of October 2012, the amount payable under the Note or Security Instrument (the "Unpaid Principal Balance") is U.S. \$377,847.06, consisting of the amount(s) loaned to the Borrower by Lender, which may include, but are not limited to, any past due principal payments, interest, fees and/or costs capitalized to date. All costs and expenses incurred by Lender in connection with this Agreement, including recording fees, title examination, and attorney's fees, shall be paid by the Borrower and shall be secured by the Security Instrument, unless stipulated otherwise by Lender.
- \$80,000.00 of the "New Principal Balance" shall be deferred (the "Deferred Principal Balance") and I will not pay interest or make monthly payments on this amount. The New Principal Balance less the Deferred Principal Balance shall be referred to as the "Interest Bearing Principal Balance" and this amount is \$297,847.06. Interest will be charged on the Unpaid Principal Balance at the yearly rate of 2.000% from the 1st day of September 2012. The Borrower promises to make monthly payments of principal and interest of U.S. \$901.35 beginning on the 1st day of October 2012, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on the 1st day of December 2048 (the "Maturity Date"), the Borrower still owes amounts under the Note and Security Instrument, as amended by this Agreement, the Borrower will pay these amounts in full on the Maturity Date.

Borrower understand that my monthly principal and interest payment for the interest bearing Principal Balance is being amortized over 480 months from the date of my first modification payment. However, the scheduled maturity date of my loan will remain unchanged. This means that even if I make all of the scheduled payments under this modification on time I will have a remaining balance at the maturity of my loan which is called a balloon payment, and I will need to make arrangements to pay this remaining balance.

- If all or any part of the Property or any interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower 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 Borrower 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 Borrower must pay all sums secured by the Security Instrument. If Borrower 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 Borrower.

- Borrower also will comply with all other covenants, agreements, and requirements of the Security Instrument, including without limitation, Borrower's covenants and agreements to make all payments of taxes, insurance premiums, assessments, escrow items, impounds, and all other payments that Borrower is obligated to make under the Security Instrument; however, the following terms and provisions are forever canceled, null and void, as of the date specified in paragraph No. 1 above:

(a) all terms and provisions of the Note and Security Instrument (if any) providing for, implementing, or relating to, any change or adjustment in the rate of interest payable under the Note, including, where applicable, the Timely Payment Rewards rate reduction, as described in paragraph 1 of the Timely Payment Rewards Addendum to Note and paragraph A.1. of the Timely Payment Rewards Rider. By executing this Agreement, Borrower waives any Timely Payment Rewards rate reduction to which Borrower may have otherwise been entitled; and

(b) all terms and provisions of any adjustable rate rider, or Timely Payment Rewards Rider, where applicable, or other instrument or document that is affixed to, wholly or partially incorporated into, or is part of, the Note or Security Instrument and that contains any such terms and provisions as those referred to in (a) above.

- I agree to pay in full the Deferred 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 Interest Bearing Principal Balance, or (iii) the new Maturity Date.
- If I make a partial prepayment of Principal, the Lender may apply that partial prepayment first to any Deferred Principal Balance before applying such partial prepayment to other amounts due.

- 7. The Borrower will make such payments at PO Box 515503, Los Angeles, CA 90051-8803 or at such other place as the Lender may require.
- 8. Nothing in this agreement shall be understood or construed to be a satisfaction or release in whole or in part of the Note and Security Instrument. Except as otherwise specifically 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 terms and provisions thereof, as amended by this Agreement.
- 9. In consideration of this Modification, Borrower agrees that if any document related to the Security Instrument, Note and/or Modification is lost, misplaced, misstated, inaccurately reflects the true and correct terms and conditions of the loan as modified, or is otherwise missing, Borrower(s) will comply with Lender's request to execute, acknowledge, initial and deliver to Lender any documentation Lender deems necessary. If the original promissory note is replaced the Lender hereby indemnifies the Borrower(s) against any loss associated with a demand on the original note. All documents Lender requests of Borrower(s) shall be referred to as Documents. Borrower agrees to deliver the Documents within ten (10) days after receipt by Borrower(s) of a written request for such replacement.

As evidenced by their signatures below, the Borrower and the Lender agree to the foregoing.

8-4-12
 Date
8-4-12
 Date

STATE OF _____
 County OF _____
 On _____ Before me,

See Notary Attached

Notary Public, 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 signatures (s) on the instrument the person(s), or entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal: Signature _____

Do Not Write Below This Line.

THIS SECTION IS FOR INTERNAL BANK OF AMERICA, N.A. USE ONLY

By: _____ Dated: _____

STATE OF _____
 County OF _____
 On _____ Before me,

Notary Public, personally appear

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 signatures (s) on the instrument the person(s), or entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.
Signature