

# Bank of America Home Loans

Bank of America, N.A.  
11802 Ridge Parkway, Suite 100-HRM  
HOME RETENTION  
Broomfield, CO 80021

Notice Date: February 15, 2012

[REDACTED]

Loan No: [REDACTED]

FHA Case No. [REDACTED]

Property Address: [REDACTED]

Dear [REDACTED]

Thank you for taking the time to discuss your loan with us. Per our recent conversation and review of your loan, you have been approved for Workout Assistance, subject to the completion and return of the enclosed documents.

Please return the signed documents and **\$2,735.02** in certified form (cashier's check or money order as no personal or business checks or cash will be accepted). All requested documentation and funds must be received in our office no later than February 25, 2012.

If the deadline is missed and your loan is in foreclosure, and you do not re-qualify for a valid Loss Mitigation option, a scheduled foreclosure sale will be conducted. The scheduled foreclosure will not be delayed unless: (1.) Bank of America, N.A., specifically agrees in writing to suspend or cancel the foreclosure sale; or, (2.) the Loan is fully reinstated or paid off in accordance with your loan documents and applicable law prior to the scheduled foreclosure sale.

If your loan is delinquent, Bank of America, N.A., will continue to report all delinquencies to the credit reporting agencies until your loan is brought fully current.

You agree that Bank of America, N.A. will not 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.

Bank of America, N.A. will continue with normal servicing up to and including referral to foreclosure during the time it is reviewing your request for workout assistance or waiting for information from you. If you are unable to provide any of the information, or if you are having any problems filling out the necessary paperwork, please call us at 1.800.669.6650.

Sincerely,

Loan Modification Team  
1.800.669.6650

**Note To Borrower:**

We have included a copy of the required Request for Modification and Affidavit in this package, for your convenience. We do need this document signed and returned in order to continue reviewing your request for loss mitigation. We also need a copy of a current Utility Bill. If you previously returned these documents with your financial information, no action is needed at this time. If you did not previously return a signed Request for Modification and Affidavit and/or a copy of a current Utility Bill, please return the necessary document(s) along with this package. We have enclosed a FedEx envelope for you to return the package and any necessary documents.

Bank of America, N.A. is required by law to inform you that this communication is from a debt collector. However, the purpose of this communication is to let you know about your potential eligibility for a loan modification program that may help you bring or keep your loan current through affordable payments.

This communication is from a debt collector.  
Please write your account number on all correspondence.

GSFBVCVRLTR  
8238 10/09

100 Beecham Drive Suite 104  
Pittsburgh, PA 15205

Notice Date: February 16, 2012

[REDACTED]

Account No.: [REDACTED]  
Property Address: [REDACTED]

**ABOUT YOUR LOAN**

**COMMITMENT TO MODIFY MORTGAGE**

Account Number: [REDACTED]  
Property Address: [REDACTED]  
Original Note Amount: \$364,283.00  
Date of original mortgage: 8th day of September, 2008  
(The foregoing is called the "Mortgage")

**WHAT THIS MEANS**

This letter constitutes a commitment to modify the Mortgage (identified above), subject to the terms and conditions stated below. This letter contains our offer, and it permits you to accept this offer. When signed by you, this letter will constitute your agreement to these terms and conditions.

Our records indicate the Mortgage is currently in default. Although we are willing to modify the loan as described in this letter, please be advised that we will continue to pursue collection action. This action may include foreclosure. Upon completion of the modification process, which means all of the terms of this Commitment will have been met, your loan will be deemed current and we will cease collection activity on your loan. However, if you fail to sign this commitment or if you fail to perform as required in this commitment, we will complete our collection action, including foreclosure if necessary.

**WHAT YOU NEED TO DO**

If you want to accept this commitment, you must sign this commitment and deliver it to Bank of America, N.A. by February 25, 2012. Failure to do so will result in the automatic withdrawal by Bank of America, N.A. of the offer to modify without further notice.

**OFFER FOR MODIFIED MORTGAGE**

Acct. No.: [REDACTED]

We hereby offer to modify the Mortgage as follows. It will be called the "Modified Mortgage":

**Section A. Delinquent Balance.**

The following shows your current delinquent balance as of the 1st day of March, 2012. This reflects the total amount needed to bring your 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 October 1, 2009 to March 1, 2012	\$54,546.38
Fees and Costs:	\$0.00
Delinquent Escrow:	\$22,664.05
<b>Total Amount to be added to your Principal Balance:</b>	<b>\$77,210.43</b>

The NEW FIXED interest rate will be: 4.250%  
The new modified principal balance will be: \$436,603.23

The first regular monthly payment on the Modified Mortgage will begin on April 1, 2012 and the new payment amount will be \$2,735.02. All other terms and conditions of the Mortgage will remain the same for the Modified Mortgage, including but not limited to provisions for late fees and Bank of America, N.A.'s right to pursue collection action for the default amount (including foreclosure). Please note that your total monthly payment is still subject to vary if your total monthly escrow payment increases subject to the terms of the mortgage.

The executed documents must be in our office on or before February 25, 2012, or such other date as we may choose at our sole discretion. In order to modify the Mortgage on that date, you must send the executed documents to: 11802 Ridge Parkway, Suite 100-HRM Broomfield, CO 80021. If you have questions, Loan consultants are standing by from 8:00 AM until 9:00 PM CT Monday through Friday, and 8:00 AM until 3:00 PM CT on Saturday except holidays at 1.800.669.6650.

All borrowers, guarantors, endorsers or sureties on the original Mortgage must sign the Modified Mortgage and any other documents that we require. Any co-owner who was not a borrower on the original loan must sign the Modified Mortgage to consent to the modification, but will not become liable for repayment of the loan due to this consent.

**Section B. Contingencies.** This offer is contingent on the following: Bank of America, N.A.'s offer to modify your mortgage is contingent upon Bank of America, N.A.'s verification that the title to the subject property is free from any defect, encumbrance, unauthorized conveyance or any other irregularity. A title search of the subject property will be initiated by Bank of America, N.A. upon your return of the executed Commitment to Modify Mortgage and the Modification Agreement. In the event the title search, or any other information, indicates any title irregularity, including but not limited to any unauthorized conveyance, or any superior or subordinate lien(s), whether voluntary or involuntary, the Commitment to Modify Mortgage and the Modification Agreement and their terms shall not be effective, binding, or enforceable against Bank of America, N.A., and Bank of America, N.A.'s offer to modify your mortgage shall be immediately revoked without further notice. Upon notification of a filing for protection under a Bankruptcy Stay, this Agreement will be terminated. This includes the filing by any party that has or may have interest in the property.

**Section C. Remit the First Payment Due under the modified terms in the amount \$2,735.02 in CERTIFIED CHECK OR MONEY ORDER. Please use the enclosed self addressed envelope to provide payment.**

First New Monthly Payment:	\$2,735.02
Interest:	\$54,546.38
Fees:	\$0.00
Escrow	\$22,664.05

**Total Amount Due with Executed Agreement: \$2,735.02**

If you want to accept the offer for a Modified Mortgage upon the terms and conditions above, you must agree by signing the enclosed Modification Agreement which follows this commitment. Please note that the Modification Agreement must be properly notarized. The acceptance must be signed by each borrower and must be returned to us by February 25, 2012, otherwise, the offer will expire.

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**THANK YOU FOR YOUR BUSINESS**

Bank of America, N.A. appreciates all your efforts and cooperation in this matter. If you have questions, Loan consultants are standing by from 8:00 AM until 9:00 PM CT Monday through Friday, and 8:00 AM until 3:00 PM CT on Saturday except holidays at 1.800.669.6650.

**ACCEPTANCE OF OFFER FOR MODIFIED MORTGAGE**

**Acct. No.:** [REDACTED]

We(I) are the borrower(s) on the Mortgage identified above. We agree to or acknowledge the following:

We accept all of the terms and conditions stated in the offer. We have failed to pay the Mortgage in accordance with its terms, and are now in default on the Mortgage. We acknowledge that this commitment for Modified Mortgage, even when signed by Bank of America, N.A. and us, will not prevent or prohibit Bank of America, N.A. from continuing collection action. Therefore, in the event we sign this commitment, but fail to fulfill any or all of its terms and conditions, then Bank of America, N.A. may complete any collection action already commenced without further notice to us, including foreclosure. This commitment will not be considered a waiver of or defense to lender's right to commence or continue any collection action. The terms of the Modified Mortgage will be as stated in Section A above. We will sign any documents necessary to complete the Modified Mortgage. We acknowledge that this commitment is contingent as provided in Section B and Section C of Bank of America, N.A.'s offer. Bank of America, N.A. shall determine whether the contingencies have been satisfied. If the new principal amount of the Modified Mortgage is more than the existing principal balance of the Mortgage, then we understand that amounts due such as unpaid interest, taxes, insurance or expenses have been added to the principal amount under the Modified Mortgage. The date for signing the documents and paying the amounts due will be February 25, 2012, or such other date that Bank of America, N.A. may select. All representations made by us pursuant to our request for the Modified Mortgage are true and have been and will be relied upon to Bank of America, N.A., and any breach of the representations will give Bank of America, N.A. the right to terminate this commitment and could result in the pursuit of other right and remedies by

I/We am/are now occupying the property as my/our primary place of residence. We have had the opportunity to consult with legal and/or tax counsel prior to agreeing to the foregoing, and have willingly agreed to these terms and conditions whether or not we elected to retain such counsel.

As evidenced by the signature below, the Borrower and the Lender agree to the foregoing:

[REDACTED SIGNATURE]

[REDACTED SIGNATURE]

Date

Date



185594177+USC+CGVMT+83219b

Recording Requested by

Bank of America, N.A.  
WHEN RECORDED MAIL TO:

Bank of America, N.A.  
7105 Corporate Drive  
(PTX-B-36)  
Plano, TX 75024  
DocID#: 0654444447105A

This document was prepared by Bank of America, N.A.

See Exhibit B for assignments of record if applicable

Space Above for Recorder's Use

**LOAN MODIFICATION AGREEMENT**

This Loan Modification Agreement (the "Agreement"), made on February 15, 2012 between [REDACTED] (the "Borrower(s)") and Bank of America, N.A., Original Lender/Beneficiary Lender or Servicer ("Lender"), amends and supplements that certain (Mortgage/Deed of Trust) (the "Security Instrument") dated the 8th day of September, 2008 which covers the real and personal property described in the Security Instrument and defined therein as the 'Property' (See Exhibit A for Legal Description if applicable), located at [REDACTED]

The real property described being set forth as follows:

**SAME AS IN SAID SECURITY INSTRUMENT**

In consideration of the mutual promises and agreements exchanged, the parties hereto agree to modify the Security Instrument as follows:

The fifth [and sixth] sentence[s] of the first paragraph of the Security Instrument is[are] hereby amended to read in its[their] entirety as follows:

Borrower owes Lender the principal sum of four hundred thirty six thousand six hundred three and 23/100, (U.S. Dollars) (\$436,603.23). This debt is evidenced by Borrower's note dated the same date as the Security Instrument, as amended and restated as of the date herewith ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on March 1, 2042. The Borrower[s] shall comply with all other covenants, agreements and requirements of the Security Instrument. Nothing in this Agreement shall be understood or construed to be a satisfaction or release in whole or in part of the Security Instrument. Except as otherwise specifically provided in this Agreement, the Security Instrument shall remain unchanged, and the Borrower[s] and Bank of America, N.A. shall be bound by, and comply with all of the terms and provisions thereof, as amended by this Agreement, and the Security Instrument shall remain in full force and effect and shall continue to be a first lien on the above-described property. All capitalized terms not defined herein shall have the same meanings as set forth in the Security Instrument.

SIGNED AND ACCEPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_  
 BY

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

(ALL SIGNATURES MUST BE ACKNOWLEDGED)

State of \_\_\_\_\_, County of \_\_\_\_\_ On this \_\_\_\_\_ day of \_\_\_\_\_  
 \_\_\_\_\_ before me the undersigned, a Notary Public in and for said State, personally  
 appeared \_\_\_\_\_ 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 foregoing instrument and acknowledged that  
 \_\_\_\_\_ executed the same.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

\_\_\_\_\_  
 Notary Signature  
 \_\_\_\_\_  
 Notary Public Printed Name Place Seal Here  
 \_\_\_\_\_  
 Notary Public Commission Expiration Date

\*\*\*\*\*  
As evidenced by their signatures below, the Co-Owner(s) consent to this Modification of the Mortgage.

**CO-OWNER(S)**

\_\_\_\_\_ Date: \_\_\_\_\_  
Co-Owner(s) Signature

\_\_\_\_\_  
Co-Owner(s) Name (typed or printed)

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

On \_\_\_\_\_ before me, \_\_\_\_\_

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.

\_\_\_\_\_ Notary Signature

\_\_\_\_\_ Notary Public Printed Name Place Seal Here

\_\_\_\_\_ Notary Public Commission Expiration Date



**DO NOT WRITE BELOW THIS LINE.**

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THIS SECTION IS FOR INTERNAL Bank of America, N.A. USE ONLY

SIGNED THIS DATE: \_\_\_\_\_

BY: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

Bank of America, N.A.

STATE OF \_\_\_\_\_ COUNTY OF \_\_\_\_\_

On \_\_\_\_\_ before me, \_\_\_\_\_ 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.



\_\_\_\_\_ Notary Signature

\_\_\_\_\_ Notary Public Printed Name Place Seal Here

\_\_\_\_\_ Notary Public Commission Expiration Date