

# Bank of America

BAC Home Loans Servicing, LP  
Attn Home Retention Division  
100 Beecham Drive Suite 104  
Pittsburgh, PA 15205



# [REDACTED]

**You have been approved for a loan modification.**

**To accept the modification, sign and return the agreement by April 23, 2011.**

4/13/2011

[REDACTED]

Loan #: [REDACTED]

Dear [REDACTED]

BAC Home Loans Servicing, LP, the Bank of America company that services your loan, has approved you for a loan modification program to help you achieve more affordable payments and possibly keep your home.

Enclosed is an agreement that provides the terms and conditions of this new loan modification offer. If you have questions about this offer, please call us at **1.800.669.6650**. To accept this offer, please sign the attached agreement and return it in the enclosed FedEx envelop by April 23, 2011.

#### **Important Information about foreclosure proceedings**

If a foreclosure proceeding or foreclosure sale of your home is currently pending and on hold, that hold will continue and remain in effect. However, if we do not hear back from you by April 23, 2011 the hold on foreclosure will be released and those proceedings will resume, except as provided elsewhere in this notice.

#### **Important Information about your loan modification offer**

It is important that you continue to make your monthly mortgage payments. Should you choose to accept the terms and conditions of the enclosed home retention offer please sign and return the agreement to us by April 23, 2011. After that, you will need to start making payments in the amount defined in the agreement.

We urge you to carefully review the attached agreement and terms and conditions and determine if this loan modification offer is right for you. If you have questions about the agreement, please call us **1.800.669.6650**.

Home Retention Division  
BAC Home Loans Servicing, LP

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# Bank of America



This offer is contingent upon BAC Home Loans Servicing, LP receiving relief from the Automatic Stay for any bankruptcy in which the property referred to in the Loan Modification Agreement is included at the time of the modification.

If any issues arise between the date of this commitment 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 terminate this offer and pursue all collection action, including foreclosure.

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 April 23, 2011, we will continue our collections actions without giving you additional notices or response periods.

The following documents have been enclosed:

- Modification Agreement** - must be signed in the presence of a notary. The notary acknowledgement must be in recordable form. All parties who own an interest in the property must sign the modification agreement, whether or not they are the "borrower".
- Step Rate Modification Addendum** - All parties who own an interest in the property must sign an addendum, whether or not they are a "borrower".
- Automatic Payment Application** - must be completed and signed by all the borrowers as this gives Bank of America authorization to automatically withdraw your monthly mortgage payment from your checking account each month. Please be sure to specify the date you would prefer the payment withdrawn.

Please return all of the enclosed documents to us in the enclosed pre-paid FED EX envelope no later than April 23, 2011 together with a certified check or money order (with loan number on the check) in the amount of \$5,858.22 to the following address:

BAC Home Loans Servicing, LP  
Attn Home Retention Division  
100 Beecham Drive Suite 104  
Pittsburgh, PA 15205

We look forward to receiving all of the required documents and funds before the deadline and to restoring your account to a current status. If you have any questions about this letter or the enclosed documents, please call (800) 669-0102.

Home Retention Department



Loan #: [Redacted]

FOR INTERNAL USE ONLY

### LOAN MODIFICATION AGREEMENT (Fixed Interest Rate)

This Loan Modification Agreement ("Agreement"), made this 13th day of April 2011, between [Redacted] and BAC Home Loans Servicing, LP (Lender), amends and supplements (1) the Mortgage, Deed of Trust, or Deed to Secure Debt (the Security Instrument), dated the 11th day of October 2006 and in the amount of \$182,517.00 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):

- 1 As of the 1st day of June 2011, the amount payable under the Note or Security Instrument (the "Unpaid Principal Balance") is U.S. \$187,212.28 consisting of the amount(s) loaned to the Borrower by the Lender which may include, are not limited to, any past due principal payments, interest fees and/or costs capitalized to date.
- 2 The Borrower promises to pay the Unpaid Principal Balance, plus interest, to the order of the Lender. Interest will be charged on the Unpaid Principal Balance at the yearly rate of 3.500% from the 1st day of May 2011. The Borrower promises to make monthly payments of principal and interest of U.S. \$725.24 beginning on the 1st day of June 2011, 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 May 2051 (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.
- 3 The Borrower will make such payments at 400 National Way, Simi Valley, CA or at such other place as the Lender may require.
- 4 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.
- 5 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

[Redacted Signature]

4-19-11  
Dated

STATE OF [Redacted]  
COUNTY OF [Redacted]  
On April 13, 2011 Before [Redacted]



Notary Public, personally appeared [Redacted] 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 entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal. [Redacted Signature]  
Signature