

Bank of America



Bank of America, N.A.
Attn Home Retention Division:
11802 RIDGE PARKWAY, SUITE 100 HRM
BROOMFIELD, CO 80021

June 18, 2012

Loan#
Property
Address:

IMPORTANT MESSAGE ABOUT YOUR LOAN

We are pleased to advise you that your loan modification has been approved. In order for the modification to be valid, the enclosed documents need to be signed, notarized, and returned with the requested certified funds.

The following amounts will be added to your current principal balance, resulting in a modified principal balance of \$654,266.43 prior to your first payment date. The amount added to your loan is:

Interest:	\$47,560.10
Fees:	\$210.00
Escrow:	<u>\$30,471.75</u>
Total:	\$78,241.85

Your new modified monthly payment will be \$2,917.03, effective with your August 1, 2012 payment. This payment is subject to change if your escrow account is reanalyzed or if you have a step rate or adjustable rate loan type.

A breakdown of your payment is as follows:

Principal and Interest	\$2,389.55
Escrow / Option ins:	\$527.48
Total Payment	\$2,917.03

WHAT YOU SHOULD DO

The following amount must be paid in CERTIFIED FUNDS in order for the modification to become effective:

Modification Fee:	\$0.00
Title and Recording Fees:	\$0.00
Delinquent Escrow:	\$0.00
Foreclosure Fees:	\$0.00
Bankruptcy Fees:	\$0.00
Field Inspection Fees:	\$0.00
Outstanding Late Charges:	0
NSF/Misc. Fees:	\$0.00
Delinquent Mortgage Payment(s):	\$0.00
Modified Mortgage Payment(s):	\$0.00
Partial Payment:	\$0.00
Total Amount Due:	\$0.00

This offer is contingent on the following:

- Copy of your most recent supporting income receipts (pay stubs). If you are self-employed, please include the last 2 quarters of your Profit and Loss Statements (PL 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.
- A lender's title insurance policy or endorsement, which 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.

This offer is contingent upon Bank of America, N.A. 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.

Bank of America



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 June 28, 2012, we will continue our collections actions without giving you additional notices or response periods.

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.

The following documents have been enclosed:

Modification Agreement

Must be signed 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.

California All Purpose Acknowledgment

This document will only be used if the loan modification agreement is being executed in the state of California. It will be utilized by a notary of the state of California in place of the notary section contained in the Loan Modification Agreement.

The following documents may have been included if applicable to your loan:

PayOption Loan Disclosure

All parties who own an interest in the property must sign the PayOption Loan Disclosure as their name appears.

Bankruptcy Disclosure

All parties who own an interest in the property must sign the Bankruptcy Disclosure as their name appears.

Please return all of the enclosed documents to us in the enclosed pre-paid FED EX envelope no later than June 28, 2012 together with a certified check or money order (with loan number on the check) in the amount of \$0.00 to the following address:

Bank of America, N.A.
Bank of America
PO Box 515503
Los Angeles, CA 90051-6803

THANK YOU FOR YOUR BUSINESS

JOSHUA SZARY
Customer Relationship Manager
Home Loan Team
Bank of America, N.A.

Bank of America, N.A.
Attn Home Retention Division:
11802 RIDGE PARKWAY, SUITE 100 HRM
BROOMFIELD, CO 80021

June 18, 2012

RE: BA2 Loan
Property
Address:

RATE CHANGE NOTICE

IMPORTANT MESSAGE ABOUT YOUR LOAN

Your loan has been converted from an Adjustable Rate Mortgage (ARM) into fixed rate mortgage

HOW WE CALCULATE YOUR NEW MONTHLY PAYMENT

Step 1: Your new Interest rate:

Interest Rate	Current	New
	3.875%	(See Attached Addendum)

Step 2: Determine new Payment amount:

Your new monthly interest rate and payment are fixed as shown below:

		<u>After Step Rates</u>
New Interest Rate	(See Attached Addendum)	3.750%
Anticipated Principal Balance ¹	\$654,266.43	\$42,552.00
Remaining Term	480	432
New Principal and Interest payment	(See Attached Addendum)	\$179.64
New Payment Effective	8/1/2012	8/1/2016

If you have an escrow account, this notice does not address any changes to your escrow payment. Please refer to your monthly statement for information regarding your current escrow payment.

Please be advised, this letter is null and void if the properly signed and executed Modification Documents are not returned by June 28, 2012.

¹ Anticipated principal balance is the unpaid Principal that you are expected to owe at the Payment Change Date, and is calculated based on the assumption that Principal and Interest payments will be remitted on payments due prior to the new payment effective date.

THANK YOU FOR YOUR BUSINESS

You are a valued customer at Bank of America, N.A. and it is our continued goal to provide you with the highest level of customer satisfaction.

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

RONALDO SOUZA

Dated: _____

Bank of America, N.A.

By: _____ Dated _____

RECORDING REQUESTED BY:
 Bank of America, N.A.
 Attn Home Retention Division:
 11802 RIDGE PARKWAY, SUITE 100 HRM
 BROOMFIELD, CO 80021

Loan #: [REDACTED]

FOR INTERNAL USE ONLY

LOAN MODIFICATION AGREEMENT (Fixed Interest Rate- Balloon Loan)

This Loan Modification Agreement ("Agreement"), made this 18th day of June 2012, between [REDACTED] and Bank of America, N.A. (Lender), amends and supplements (1) the Mortgage, Deed of Trust, or Deed to Secure Debt (the Security Instrument), dated the 23rd day of February 2006 and in the amount of \$528,000.00 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):

- 1 As of the 1st day of August 2012, the amount payable under the Note or Security Instrument (the "Unpaid Principal Balance") is U.S. \$654,266.43 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 (See Attached Addendum) from the 1st day of July 2012. The Borrower promises to make monthly payments of principal and interest of U.S. (See Attached Addendum) beginning on the 1st day of August 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 March 2036 (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.
- 3 The Borrower will make such payments at PO Box 515503, Los Angeles, CA 90051-6803 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.

Date: June 18, 2012
Loan# [REDACTED]
Mortgagor: [REDACTED]

Please Return to:

Attn Home Retention Division:
11802 RIDGE PARKWAY, SUITE 100 HRM
BROOMFIELD, CO 80021

Property Address: [REDACTED]

**STEP RATE LOAN MODIFICATION ADDENDUM
TO LOAN MODIFICATION AGREEMENT**

The Step Rate Loan Modification Agreement Addendum (the "Addendum") is made this 18th day of June 2012, and is incorporated into and shall be deemed a part of that certain Loan Modification Agreement of even date herewith (the "Agreement") between RONALDO SOUZA and Bank of America, N.A. ("Lender"), which agreement amends and supplements that certain Mortgage, Deed of Trust or Deed to Secure Debt (the "Security Instrument").

THIS ADDENDUM CONTAINS PROVISIONS PROVIDING FOR SCHEDULED INCREASES IN THE INTEREST RATE AND MONTHLY PAYMENT

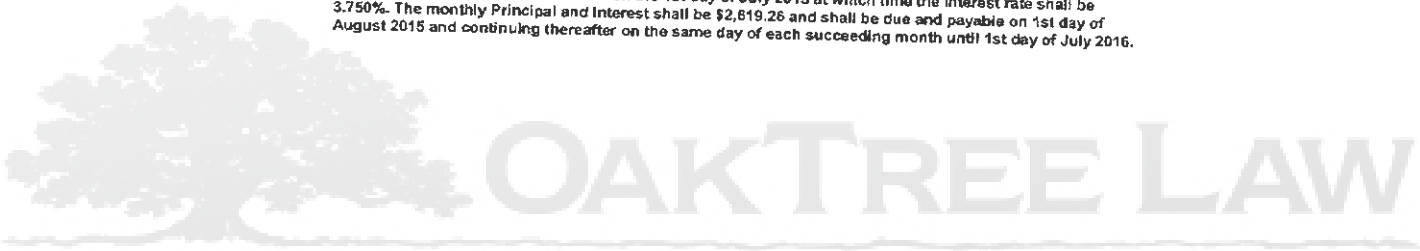
In consideration of the mutual promises and agreements exchanged and for good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties hereto agree as follows (notwithstanding anything to the contrary contained in the Agreement, Security Instrument or the promissory note (the "Note"), except as specifically provided for herein):

1. Interest Rate and Monthly Payment Increases.

Notwithstanding anything to the contrary contained in the Note or referenced in the Agreement, the monthly principal and interest payment shall be calculated as follows:

The interest rate used to determine the monthly Principal and Interest payment shall change on the 1st day of July 2012 and on that day of every twelfth month thereafter (each such date, a "Change Date"), with the last such change date occurring on the 1st day of July 2016.

- a) The First Change Date shall occur on the 1st day of July 2012 at which time the interest rate shall be 3.125%. The monthly Principal and Interest shall be \$2,389.55 and shall be due and payable on 1st day of August 2012 and continuing thereafter on the same day of each succeeding month until 1st day of July 2015.
- b) The Second Change Date shall occur on the 1st day of July 2015 at which time the interest rate shall be 3.750%. The monthly Principal and Interest shall be \$2,619.26 and shall be due and payable on 1st day of August 2015 and continuing thereafter on the same day of each succeeding month until 1st day of July 2016.



Thereafter, monthly principal and interest payment shall remain the same until such time as the principal and interest due under the Note are paid in full. If on 1st day of March 2036 (the "Maturity Date"), the Borrower still owes amounts under the Note and Security Instrument, as amended by the Agreement and this Addendum, the Borrower shall pay these amounts in full on the Maturity Date.

Bank of America, N.A.

By _____
[REDACTED]