

Bank of America



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

August 21, 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 \$442,663.00 prior to your first payment date. The amount added to your loan is:

Interest:	\$28,029.13
Fees:	\$0.00
Escrow:	<u>\$27,565.21</u>
Total:	\$55,594.34

Your new modified monthly payment will be \$2,835.54, effective with your October 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	\$2,025.76
Escrow / Option ins:	\$809.78
Total Payment	\$2,835.54

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:	\$2,334.07
Foreclosure Fees:	\$0.00
Bankruptcy Fees:	\$0.00
Field Inspection Fees:	\$195.00
Outstanding Late Charges:	\$0.00
NSF/Misc. Fees:	\$0.00
Delinquent Mortgage Payment(s):	\$0.00
Modified Mortgage Payment(s):	\$0.00
Partial Payment:	(\$2,529.07)
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.

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August 21, 2012

RE: BA2 Loa
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:

	Current	New
Interest Rate	5.500%	4.625%

Step 2: Determine new Payment amount:

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

New Interest Rate	4.625%
Anticipated Principal Balance ¹	\$442,663.00
Remaining Term	480
New Principal and Interest payment	\$2,025.76
New Payment Effective	10/1/2012

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 September 10, 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.

Dated: _____

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 21st day of August 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 17th day of August 2005 and in the amount of \$424,000.00 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 October 2012, the amount payable under the Note or Security Instrument (the "Unpaid Principal Balance") is U.S. \$442,663.00 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 4.625% from the 1st day of September 2012. The Borrower promises to make monthly payments of principal and interest of U.S. \$2,025.76 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 September 2035 (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.