

Loan #: [REDACTED]

FOR INTERNAL USE ONLY

LOAN MODIFICATION AGREEMENT (Fixed Interest Rate- Balloon Loan)

This Loan Modification Agreement ("Agreement"), made this 18th day of April 2012, between [REDACTED] 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 27th day of June 2008 and in the amount of \$483,500.00 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 June 2012, the amount payable under the Note or Security Instrument (the "Unpaid Principal Balance") is U.S. \$555,763.14 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 May 2012. The Borrower promises to make monthly payments of principal and interest of U.S. (See Attached Addendum) beginning on the 1st day of June 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 July 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 acknowledges that this is a Balloon Loan and therefore it is anticipated that a balance will be due and payable on the Maturity Date.
- 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 If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in the Borrower is sold or transferred and the Borrower is not a natural person) without the Lender's prior consent, the Lender may, at its option, and to the extent allowed by applicable federal law, require immediate payment in full of all sums secured by the Security Instrument. If the Lender exercises this option, the Lender shall give the 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 the Borrower must pay all sums secured by this Security Instrument. If the Borrower fails to pay these sums prior to the expiration of this period, the Lender may invoke any remedies permitted by the Security Instrument without further notice or demand on the Borrower.
- ⁵ The Borrower will comply with all other covenants, agreements, and requirements of the Security Instrument, including without limitation, the Borrower's covenants and agreements to make all payments of taxes, insurance premiums, assessments, escrow items, impounds, and all other payments that the Borrower is obligated to make under the Security Instrument.
- ⁶ 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.

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

[Redacted signature line]
[Redacted signature line]

4-24-12
Dated
4-24-12
Dated

STATE OF _____

COUNTY OF _____

On _____ Before _____

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

.....

Bank of America, N.A.

By: _____

Dated: _____

STATE OF _____

COUNTY OF _____

On _____ Before _____

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

Date: April 18, 2012
Loan#: [REDACTED]
Mortgagor: [REDACTED]
Property Address: [REDACTED]

Please Return to:
Attn Home Retention Division: CA6-919-01-43
400 National Way
Simi Valley, CA 93065

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

The Step Rate Loan Modification Agreement Addendum (the "Addendum") is made this 18th day of April 2012, and is incorporated into and shall be deemed a part of that certain Loan Modification Agreement of even date herewith (the "Agreement") between [REDACTED] 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

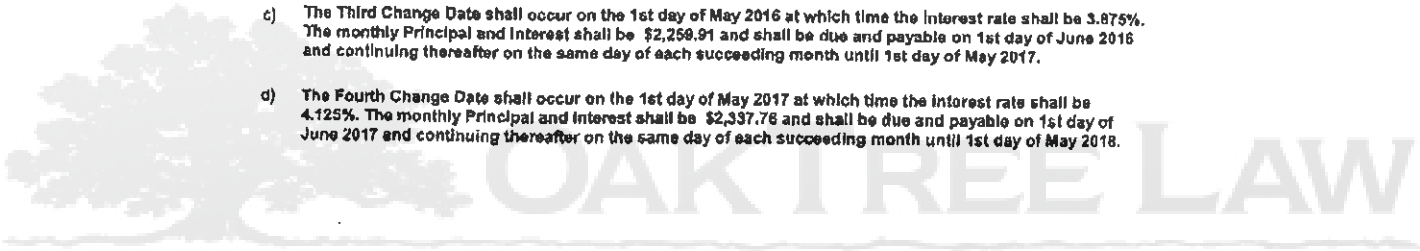
In consideration of the mutual promises and agreements exchanged and for good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties hereto agree as follows (notwithstanding anything to the contrary contained in the Agreement, Security Instrument or the promissory note (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 May 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 May 2018.

- a) The First Change Date shall occur on the 1st day of May 2012 at which time the interest rate shall be 2.875%. The monthly Principal and Interest shall be \$1,949.72 and shall be due and payable on 1st day of June 2012 and continuing thereafter on the same day of each succeeding month until 1st day of May 2014.
- b) The Second Change Date shall occur on the 1st day of May 2014 at which time the interest rate shall be 3.375%. The monthly Principal and Interest shall be \$2,105.06 and shall be due and payable on 1st day of June 2014 and continuing thereafter on the same day of each succeeding month until 1st day of May 2016.
- c) The Third Change Date shall occur on the 1st day of May 2016 at which time the interest rate shall be 3.875%. The monthly Principal and Interest shall be \$2,259.91 and shall be due and payable on 1st day of June 2016 and continuing thereafter on the same day of each succeeding month until 1st day of May 2017.
- d) The Fourth Change Date shall occur on the 1st day of May 2017 at which time the interest rate shall be 4.125%. The monthly Principal and Interest shall be \$2,337.76 and shall be due and payable on 1st day of June 2017 and continuing thereafter on the same day of each succeeding month until 1st day of May 2018.



HOW WE CALCULATE YOUR NEW MONTHLY PAYMENT

Step 1: Your new Interest rate:

	Current	New
Interest Rate	2.875%	(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)	4.125%
Anticipated Principal Balance ¹	\$555,763.14	\$512,387.60
Remaining Term	480	408
New Principal and Interest payment	(See Attached Addendum)	\$2,337.76
New Payment Effective	6/1/2012	6/1/2018

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 May 3, 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 evidence of their signatures below, the Borrower and the Lender agree to the foregoing:

[Redacted Signature]

4-24-2012
Dated: _____
4-24-12
Dated: _____

Bank of America, N.A.

By: _____ Dated: _____