

# Bank of America



July 27, 2009

[REDACTED]  
[REDACTED]  
[REDACTED]

RE: BA2 Loan# [REDACTED]

Property Address: [REDACTED]  
[REDACTED]

Dear [REDACTED]:

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 \$268,999.60 prior to your first payment date. The amount added to your loan is:

Interest:	\$11,416.84
Fees:	\$2,322.91
Escrow:	\$1,552.25
Total:	\$15,292.00

Your new modified monthly payment will be \$1,674.82, effective with your September 1, 2009 payment. This payment is subject to change if your escrow account is re-analyzed or if you have a step rate or adjustable rate loan type. A breakdown of your payment is as follows:

Principal and Interest	\$1,480.07
Escrow Items:	\$194.75
Optional Insurance:	\$0.00
Total Payment:	\$1,674.82

The following amounts 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:	\$0.00
NSF/Misc. Fees:	\$0.00
Delinquent Mortgage Payment(s):	\$0.00
Modified Mortgage Payment(s):	\$1,674.82
Partial Payment:	\$0.00
Total Amount Due:	\$1,674.82

This offer is contingent on the following:

We are able to obtain a lender's title insurance policy or endorsement, which insures the Modified Mortgage as a 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 interests to the Modified Mortgage.

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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 default 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 August 6, 2009, 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 acknowledgment 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 August 6, 2009 together with a certified check or money order (with loan number on the check) in the amount of \$1,674.82 to the following address:

BAC Home Loans Servicing, LP  
Attn Home Retention Division: CA6-919-01-43  
400 Countrywide Way  
Simi Valley, CA 93065

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

RECORDING REQUESTED BY:  
BAC Home Loans Servicing, LP  
Attn Home Retention Division: CA6-919-01-43  
400 Countrywide Way  
Simi Valley, CA 93045

Loan #: [REDACTED]

FOR INTERNAL USE ONLY

### LOAN MODIFICATION AGREEMENT (Fixed Interest Rate)

This Loan Modification Agreement ("Agreement"), made this 27th day of July 2009, 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 22nd day of November 2008 and in the amount of \$260,000.00 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):

- As of the 1st day of September 2009, the amount payable under the Note or Security Instrument (the "Unpaid Principal Balance") is U.S. \$288,999.61 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.
- 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 8.000% from the 1st day of August 2009. The Borrower promises to make monthly payments of principal and interest of U.S. \$1,480.07 beginning on the 1st day of September 2009, 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 August 2049 (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.
- The Borrower will make such payments at 400 Countrywide Way, Simi Valley, CA or at such other place as the Lender may require.
- 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.
- 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] \_\_\_\_\_ 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 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. \_\_\_\_\_  
Signature

BAC Home Loans Servicing, LP

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