



**Home Loans**

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

**Notice Date:** July 11, 2009

**Account No.:** [REDACTED]

**Property Address:**  
[REDACTED]

[REDACTED]

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**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 and returned.

The following amounts will be added to your current principal balance, resulting in a modified principal balance of \$463,210.66 prior to your first payment date. The amount added to your loan is:

Interest :	\$42,758.49
Fees:	\$0.00
Escrow:	<u>\$4,340.83</u>
Total:	\$47,099.32

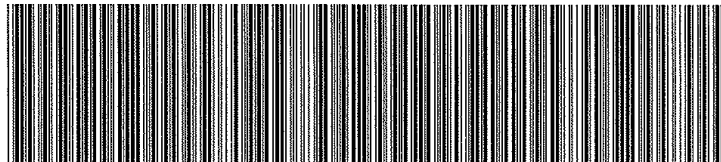
Your new modified monthly payment will be \$2,738.82, effective with your September 1, 2009 payment. This payment is subject to change if your escrow account is reanalyzed or if you have a step rate, interest only or adjustable rate loan type. Your current interest rate is 7.750%. Your new interest rate will be 5.750%. We are fixing this rate for a period of 480 months. This Agreement will bring your loan current; however, you are still required to pay back the entire unpaid principal by the maturity date for your loan.

Your new reduced interest rate will be effective as of August 1, 2009 and it will remain in effect until August 01, 2049.

A breakdown of your payment is as follows:

P&I Payment:	\$2,468.39
Escrow:	<u>\$270.43</u>
Total Payment:	\$2,738.82

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July 11, 2009  
The HOPE Team

[REDACTED]

[REDACTED]

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WHAT YOU SHOULD DO

Please sign, date and return one (1) complete set of enclosed documents to us in the re-usable Fed-Ex envelope. Please use the return label provided and mail no later than August 10, 2009 to the following address:



BAC Home Loans Servicing, LP Modification, 100 Beecham Drive Suite 104 Pittsburgh, PA 15205

**If you have questions, Loan consultants are standing by from 8:00 AM until 9:00 PM CT Monday through Friday, and 8:00 AM until 3:00 PM CT on Saturday except holidays at 877-665-6866.**

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 August 10, 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 as their name appears.

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

**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.

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

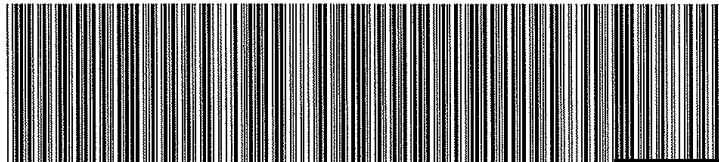
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THANK YOU FOR YOUR BUSINESS

**The HOPE Team**

BAC Home Loans Servicing, LP is required by law to inform you that this communication is from a debt collector.

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July 11, 2009  
The HOPE Team



RECORDING REQUESTED BY: BAC Home Loans Servicing, LP a subsidiary of Bank of America, N.A. Attn. <b>WORKOUT DEPARTMENT, LAN-70</b> [REDACTED]	
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Loan #: [REDACTED]

## LOAN MODIFICATION AGREEMENT

(Fixed Interest Rate)

This Loan Modification Agreement ("Agreement"), made this 11th day of July, 2009, between [REDACTED] and BAC Home Loans Servicing, LP a subsidiary of 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 31st day of December, 2007 and in the amount of \$417,000.00 and (2) the Note secured by, the Security Instrument, which covers the real

[REDACTED]

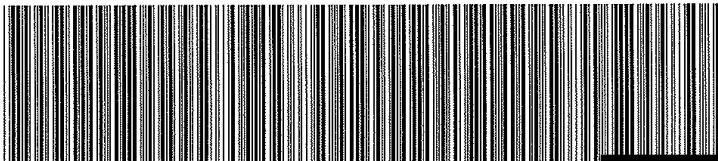
The real property described being set forth as follows:

**SAME AS IN SAID SECURITY INSTRUMENT**

In consideration of the mutual promises and agreements exchanged, the parties hereto agree as follows (not withstanding anything to the contrary contained in the Note or Security Instrument):

1. As of the 1st day of September, 2009, the amount payable under the Note or Security Instrument (the "Unpaid Principal Balance") is U.S. \$463,210.66 consisting of the amount(s) loaned to the borrower by Lender and any interest 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 5.750% from the 1st day of August, 2009. The Borrower promises to make monthly payment of principal and interest of U.S. \$2,468.39 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.
3. The Borrower will make such payment at 450 American Street, Simi Valley, California 93065 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 it's option, require immediate payment in full of all sums secured by the Security Instrument.
5. The Borrower also will comply with all other covenants, agreements, and requirement 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; however, if your original Note or Security Instrument was an Adjustable Rate, the following terms and provision are cancelled, null, and void, as of the date specified in paragraph No. 1 above:
  - (a) all terms and provisions of the original Note and Security Instrument (if any) providing for, implementing, or relating to, any adjustment, in the rate of interest payable under the Note; and
  - (b) all terms and provisions of any adjustable rate rider or other instrument or document that is affixed to, wholly or partially incorporated into, or is part of, the original Note or Security Instrument and that contains any such terms and provisions as those referred to in (a) above.

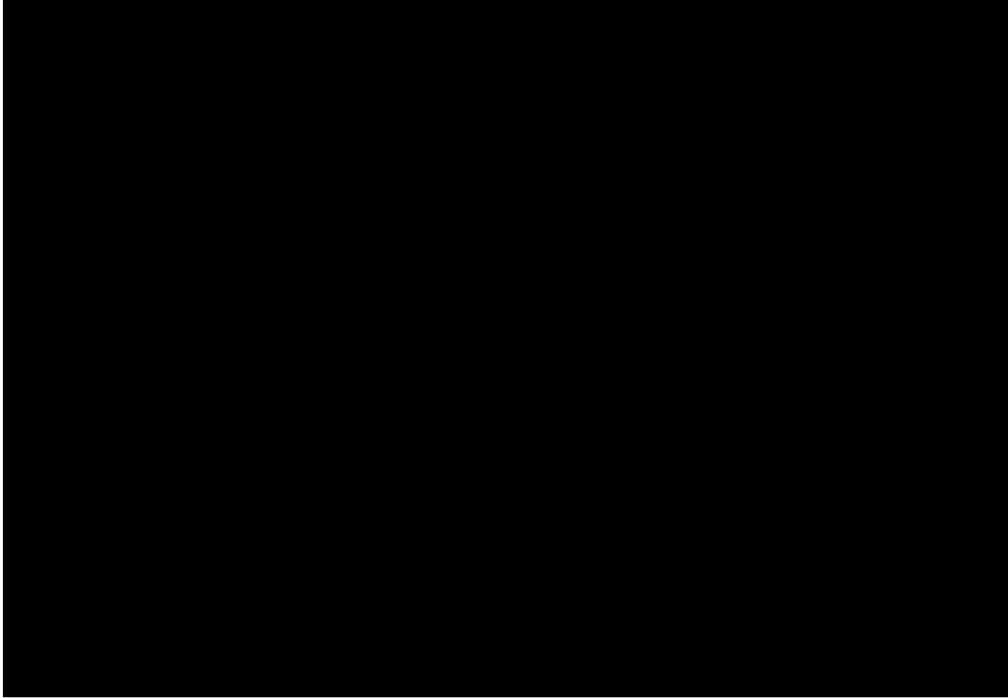
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6. Nothing in this agreement shall be understood or construed to be a satisfaction or release in whole or in part of the Note and Security Instrument. Except as otherwise specifically provided in this Agreement, the Note and Security Instrument will remain unchanged, and the Borrower and Lender will be bound by, and comply with, all terms and provisions thereof, as amended by this Agreement.

7. 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, or is otherwise missing upon the request of the Lender, Borrower(s) will comply with Lender's request to execute acknowledge, initial and deliver to Lender any documentation Lender deems necessary to replace or correct the lost misplaced, misstated, inaccurate or otherwise missing document(s). 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.



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