

WHEN RECORDED MAIL TO:
FIRST AMERICAN TITLE
P.O. BOX 27670
SANTA ANA, CA 92709-7670
ATTN: LMTS

PREPARED BY:
ERIC WHEELER
WASHINGTON MUTUAL BANK
7255 BAYMEADOWS WAY
MAIL STOP JAXA2040
JACKSONVILLE, FL 32256

Loan No. [REDACTED] SPACE ABOVE THIS LINE FOR RECORDER'S USE

**LOAN MODIFICATION AGREEMENT
HOME EQUITY LINE OF CREDIT**

Borrower: [REDACTED]

This Modification of Home Equity Line of Credit Agreement and Security Instrument ("Modification") is made and entered into on this 25th day of FEBRUARY, 2009 by and between JPMorgan Chase Bank, National Association ("Bank") and the other person(s) signing below ("Borrower" or "Grantor/Mortgagor," as applicable).

Pursuant to a Purchase and Assumption Agreement dated September 25, 2008, JPMorgan Chase Bank, National Association acquired loans and certain other assets of Washington Mutual Bank from the Federal Deposit Insurance Corporation acting as receiver, including but not limited to the HELOC Agreement and Security Instrument referenced in this Agreement. Although your loan was acquired by JPMorgan Chase Bank, your loan will continue to be serviced under the name "Washington Mutual" and you will make your payments to Washington Mutual at the address provided below.

Borrower and Bank are parties to a home equity line of credit agreement (including any riders or previous amendments, the "Agreement") that establishes a credit line account ("Credit Line") with the account number identified above from which Borrower may obtain credit advances on a revolving basis from Bank. The Agreement is secured by a mortgage, deed of trust, deed to secure debt or other security instrument ("Security Instrument") dated 05/23/07, and recorded on [REDACTED] as Instrument No. [REDACTED], in Book or Liber, Page(s) [REDACTED], in the official Records of ORANGE County, CA. The Security Instrument secures performance of Borrower's obligations under the Agreement and encumbers the property described in the Security Instrument and located at the address below (the "Property"), more particularly described in Exhibit "A" attached to and incorporated by this Modification.

[REDACTED]
LAGUNA NIGUEL, CA 92677

Borrower, Grantor/Mortgagor and the Bank now wish to make certain modifications to the Agreement and Security Instrument, and in consideration of the mutual benefits accruing to each, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

Modification to Agreement and Security Instrument: The Agreement and Security Instrument are hereby modified as follows:

- 1.1 Payment Due Date Change. The next Payment Due Date on the Credit Line is changed from 01/23/09 to 05/23/09.
- 1.2 Deferred Payment(s). The 01/23/09 through 04/23/09 payments will be deferred and will not be payable until the earlier of the Credit Line Maturity Date or termination of the Credit Line. The deferred payments will not be shown on the Periodic Statement for the Credit Line, but will be included in the payoff amount required to pay off and terminate the Credit Line.
- 1.3 Special Discounted Fixed Rate. Instead of calculating the Daily Periodic Rate and corresponding Annual Percentage Rate as provided in the Agreement, the Daily Periodic Rate will be set at a fixed discounted rate of 0.00340% corresponding to an Annual Percentage Rate of 1.24% until 05/23/10. After that date, the higher Daily Periodic Rate and corresponding Annual Percentage Rate as calculated under the Agreement will apply.
- 1.4 Interest Rate Changes. Unless specified in this Modification, the interest rate for Variable Rate Advances and Fixed Rate Loans has not changed. Advances will continue to accrue interest at the Daily Periodic Rate and Annual Percentage Rate stated in the Agreement.

Credit Line Suspension: Advances under the Credit Line remain suspended. This means that Borrower will not have access to the Credit Line to obtain additional funds.

Modification Fee: A fee of <:=\$0.00>> is due and payable by Borrower for modification of the Agreement. This fee may be paid by Borrower at the time of the modification or it may be charged to the Credit Line.

Modification Effective Date: The modified terms described in this Modification will be effective as of the date shown in Borrower's Periodic Statement or other notification sent to Borrower by the Bank, provided that this Modification has been signed by all Borrowers and Grantors/Mortgagors, and accepted and signed by the Bank.

Indemnification: Borrower and Grantor/Mortgagor shall indemnify, hold harmless, protect and defend Bank from all claims arising out of the Credit Line and this Modification of any kind.

Release: Borrower and Grantor/Mortgagor fully release Bank and its successors, assigns, agents, representatives and employees from all claims, whether known or unknown, based upon any events occurring on or before date of this Modification Agreement. Each Borrower and Grantor/Mortgagor does for himself or herself, his or her heirs, legatees, representatives, successors, transferees and assigns, hereby forever fully release discharge employees, representatives, directors, officers, shareholders, attorneys, parents, subsidiaries, affiliates and agents of and from any and all claims, demands, sums of money, actions, rights, causes of action, obligations and liabilities of any kind whatsoever at law or in equity which either of

Borrower or Grantor/Mortgagor may have had, claim to have had or now have or claim to have, or might in the future have or assert that are or may be based on any facts, acts, conduct, representations, omissions, contracts, claims, events, causes, matters or other things occurring or at any time on or before the date of this Modification.

Effect of Modification: This Modification modifies, amends and supplements the Agreement and Security Instrument. To the extent of any inconsistency between the provisions of this Modification and the provisions of the Agreement or Security Instrument, the provisions of this Modification shall prevail over and supersede the inconsistent provisions of the Agreement or Security Instrument. Except as modified, amended or supplemented by this Modification, the Agreement and Security Instrument shall remain in full force and effect.

Bankruptcy Considerations: Notwithstanding anything to the contrary contained in this Agreement, the Parties hereto acknowledge the effect of a discharge in bankruptcy that may have been granted to the Borrower prior to the execution hereof and that the Note holder may not pursue the Borrower for personal liability. However, the Parties acknowledge that the mortgagee/beneficiary retains certain rights, including but not limited to the right to foreclose its lien against the Subject Property under appropriate circumstances. Nothing herein shall be construed to be an attempt to collect against the Borrower personally or an attempt to revive personal liability, if the Borrower has obtained a discharge of that liability from a United States Bankruptcy Court.

Encumbrances: Borrower and Grantor/Mortgagor warrant and represent to Bank that there are no other liens or encumbrances that they are aware of affecting the Property as of the date hereof other than the following:

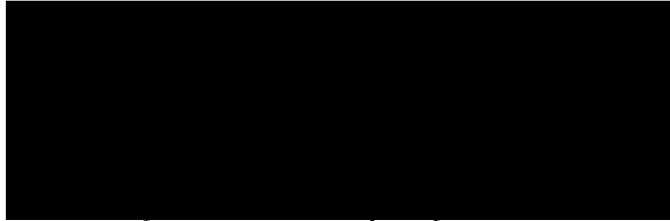
Payments: Payments should be sent to the following address, or to such other address shown on Borrower's Periodic Statement:

Washington Mutual Bank
ATTN: Cashiering
Mail Stop: MB0117FL
3990 S. Babcock St.
Melbourne, FL 32901

[signature pages follow]

BORROWER(S):

Date: _____



[Handwritten signature]

Witness Signature

Witness Signature

Print Name

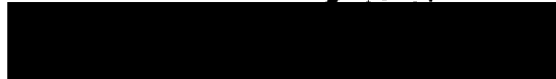
Print Name

STATE OF _____)

COUNTY OF _____) ss:



On 2-25-2009, before me, the undersigned, a Notary Public in and for said State, personally appeared [redacted] [~~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 the entity upon behalf of which the person(s) acted, executed the instrument.



Notary

WITNESS my hand and official seal.

[Handwritten signature]

Signature of Notary

My commission expires: 5-5-2010

