



Aurora • Loan Services

September 2nd, 2009

VIA OVERNIGHT COURIER

Re: Aurora Loan Services Loan No.:
Property Address:

Dear Peter Flores and Sylvia Flores:

Enclosed please find two (2) original Loan Modification Document Packages ("Documents") and one (1) copy for your records, which RUTH RUHL, P.C. ("Firm") has prepared pursuant to the request of its client, Aurora Loan Services LLC ("Aurora Loan Services"). Please review the Loan Modification Agreement ("Agreement"). If the terms are consistent with your prior discussions with Aurora Loan Services, please execute the Documents in the presence of a notary and return them to Aurora Loan Services in the enclosed overnight courier envelope within 5 business days of receipt of these Documents. Please sign your name exactly as it is printed under the signature line. If applicable, witness signatures must be from two (2) different individuals and require the printed name of the signer under their signature.

In addition to the Documents, please include your initial contribution in certified funds, in the amount of \$0.00. These funds are necessary to complete and record this Agreement and includes charges for corporate advances by Aurora Loan Services, including but not limited to attorney fees and costs, returned check fees and late charge fees. Additional sums may become due as a result of the timing of this letter and Agreement. Nothing in this letter or in the Agreement precludes collection of additional advances by Aurora Loan Services.

The Loan Modification Agreement changes the principal and interest amount of your payment to \$4,105.29, effective September 1st, 2009. The taxes and insurance portion of the monthly payment is \$552.97, with a total payment of \$4,658.26 due October 1st, 2009. This payment amount is subject to change upon escrow analysis. If you are currently making payments under a repayment agreement with Aurora Loan Services, you are responsible for continuing your payments to Aurora Loan Services through the effective date of the Loan Modification Agreement. Failure to make the payments may result in Aurora Loan Services' rescission of this loss mitigation option.

If you have any questions regarding the Agreement, please consult with your Aurora Loan Services Loss Mitigation Representative. Please note that the Firm is not attempting to collect the debt and its role is to prepare the Documents and ensure that the Agreement and any Rider(s) attached hereto are in a recordable format.

Very truly yours,

Aurora Loan Services LLC

Enclosures

Aurora Loan Services is a debt collector. Aurora Loan Services is attempting to collect a debt and any information obtained will be used for that purpose. However, if you are in bankruptcy or received a bankruptcy discharge of this debt, this communication is not an attempt to collect the debt against you personally, but is notice of a possible enforcement of the lien against the collateral property.

Recording Requested By And
After Recording Return To:
RUTH RUHL, P.C.
Attn: Recording Department
2305 Ridge Road, Suite 106
Rockwall, Texas 75087

Prepared By:
RUTH RUHL, P. C.
2305 Ridge Road, Suite 106
Rockwall, TX 75087

[Space Above This Line For Recording Data]

Loan No.:
MERS No.

MERS Phone: 1-888-679-6377

LOAN MODIFICATION AGREEMENT
(Providing for Step Interest Rate)

This Loan Modification Agreement ("Agreement"), effective this 1st day of September, 2009, between Peter _____, husband and wife as joint tenants ("Borrower")

and Aurora Loan Services LLC

and Mortgage Electronic Registration Systems, Inc. ("Lender"), ("Beneficiary"),

amends and supplements (1) the Deed of Trust (the "Security Instrument") and Timely Payment Rewards Rider, if any, dated February 17th, 2006, granted or assigned to Mortgage Electronic Registration Systems, Inc. as mortgagee of record (solely as nominee for Lender and Lender's successors and assigns), P.O. Box 2026, Flint, Michigan 48501-2026 and recorded on May 22nd

Instrument No. 06- _____ Official Records of _____ County, _____, and (2) the Note, bearing the same date as, and secured by, the Security Instrument, which covers the real and personal property described in said Security Instrument and defined therein as the "Property," located at 10304 Bellman Avenue, Downey, California 90241

Loan No.:

the real property described being set forth as follows:

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 September 1st, 2009, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. \$ 863,784.36, consisting of the unpaid amount(s) loaned to Borrower by Lender plus any interest and other amounts capitalized.

2. Borrower promises to pay the Unpaid Principal Balance, plus interest, to the order of Lender. Interest will be charged on the Unpaid Principal Balance for the first five years at the yearly rate of 3.375%, from September 1st, 2009, and Borrower promises to pay monthly payments of principal and interest in the amount of U.S. \$4,105.29, beginning on the 1st day of October, 2009 and shall continue the monthly payments thereafter on the same day of each succeeding month until September 1st, 2014. During the sixth year, interest will be charged at the yearly rate of 4.375% from September 1st, 2014, and Borrower shall pay monthly payments of principal and interest in the amount of U.S. \$4,507.61, beginning on the 1st day of October, 2014 and shall continue the monthly payments thereafter on the same day of each succeeding month until September 1st, 2015. During the seventh year and continuing thereafter until the Maturity Date (as hereinafter defined), interest will be charged at the yearly rate of 5.290% from September 1st, 2015, and Borrower shall pay monthly payments of principal and interest in the amount of U.S. \$4,878.95, beginning on the 1st day of October, 2015 and shall continue the monthly payments thereafter on the same day of each succeeding month until principal and interest are paid in full. If on April 1st, 2036, (the "Maturity Date"), Borrower still owes amounts under the Note and Security Instrument, as amended by this Agreement, Borrower will pay these amounts in full on the Maturity Date.

3. If all or any part of the Property or any interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by the Security Instrument.

If Lender exercises this option, Lender shall give 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 Borrower must pay all sums secured by the Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by the Security Instrument without further notice or demand on Borrower.

4. Borrower also 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 Borrower is obligated to make under the Security Instrument; however, the following terms and provisions are forever canceled, null and void, as of the specified date in paragraph No. 1 above:

(a) all terms and provisions of the Note and Security Instrument (if any) providing for, implementing, or relating to, any change or adjustment in the rate of interest payable under the Note, including, where applicable, the Timely Payment Rewards rate reduction, as described in paragraph 1 of the Timely Payment Rewards Addendum to Note and paragraph A.1. of the Timely Payment Rewards Rider. By executing this Agreement, Borrower waives any Timely Payment Rewards rate reduction to which Borrower may have otherwise been entitled; and

(b) all terms and provisions of any adjustable rate rider, or Timely Payment Rewards Rider, where applicable, or other instrument or document that is affixed to, wholly or partially incorporated into, or is part of, the Note or Security Instrument and that contains any such terms and provisions as those referred to in (a) above.

Loan No.:

5. Borrower understands and agrees that:

(a) All the rights and remedies, stipulations, and conditions contained in the Security Instrument relating to default in the making of payments under the Security Instrument shall also apply to default in the making of the modified payments hereunder.

(b) All covenants, agreements, stipulations, and conditions in the Note and Security Instrument shall be and remain in full force and effect, except as herein modified, and none of the Borrower's obligations or liabilities under the Note and Security Instrument shall be diminished or released by any provisions hereof, nor shall this Agreement in any way impair, diminish, or affect any of Lender's rights under or remedies on the Note and Security Instrument, whether such rights or remedies arise thereunder or by operation of law. Also, all rights of recourse to which Lender is presently entitled against any property or any other persons in any way obligated for, or liable on, the Note and Security Instrument are expressly reserved by Lender.

(c) 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.

(d) All costs and expenses incurred by Lender in connection with this Agreement, including recording fees, title examination, and attorney's fees, shall be paid by the Borrower and shall be secured by the Security Instrument, unless stipulated otherwise by Lender.

(e) Borrower agrees to make and execute such other documents or papers as may be necessary or required to effectuate the terms and conditions of this Agreement which, if approved and accepted by Lender, shall bind and inure to the heirs, executors, administrators, and assigns of the Borrower.

9-20-09
Date _____ (Seal)
Doris Flores -Borrower

9/20/09
Date _____ (Seal)
Sylvia Flores -Borrower

Date _____ (Seal)
-Borrower

Date _____ (Seal)
-Borrower